

Town of Norwich

Agenda for Selectboard Meeting August 12, 2020, 6:30 pm

Remote Meeting

ZOOM access information: <https://us02web.zoom.us/j/295399990> Meeting ID: 295 399 990 US Toll-free: 888-475-4499

Agenda Item	Action	Packet Materials	Expected start & end time
1- Approval of the agenda	Chair: will ask to add/remove/reorder agenda items	n/a	6:30 - 6:35 (5 minutes)
2- Public and Selectboard comment	Public invited to speak to any item not on the agenda	n/a	6:35 - 6:45 (to completion)
3- Consent Agenda	Accept correspondence, 7/19/20 and 7/22/20 minutes, A/P warrants - motion required	Correspondence received (list attached at the end of agenda), minutes, A/P warrants	6:45 -6:55 (10 minutes)
4- Financial reports available through NEMRC-presentation by Cynthia Stoddard as well as other options	Discussion on Financial Reports options	Hartford example-not NEMRC report	6:55-7:30 (35 minutes)
4.1- Finance Office staffing proposal	Discussion on Town Manager's proposal for staffing the Finance Office and search for Finance Officer	Town Manager's proposal	7:30-8:00 (30 minutes)
5- Special Town Meeting results	Discussion on results of Special Town Meeting and next steps	n/a	8:00-8:10 (10 minutes)
6- Fee schedule update	Discussion of proposed fee schedule update and possible adoption (motion required)	Draft fee schedule update	8:10-8:20 (10 minutes)
BREAK			8:20-8:30 (10 minutes)
7- DPW part time Administrative Assistant	Discussion on hiring DPW Admin Assistant	Supporting documentation	8:30-8:45 (15 minutes)
8- Net Metering agreement between Town and Soloflect	Discussion	DW material from 7/22/20 list of correspondence	8:45-9:00 (15 minutes)
9- Town Manager Report	Discussion	TM written report	9:00-9:10(10 minutes)

Agenda Item	Action	Packet Materials	Expected start & end time
10- Local Hazard Mitigation plan	Review Draft Plan with possible adoption-motion required	Draft plan	9:10-9:20 (10 minutes)
11- DPW dust control contract	Review dust control proposed contract with possible motion to approve	Draft contract	9:20-9:30 (10 minutes)
12- Executive Session on Great River Hydro proposed agreement	Executive session to review proposed agreement between the Town and Great River Hydro-possible motion	n/a	9:30-9:45 (15 minutes)
13- Executive Session on interim steps for IT improvements	Executive session for the Board to review possible near term upgrades to IT infrastructure	n/a	9:45-10:15 (30 minutes)
14- Adjourn	Motion required		Way too late

List of correspondence received before 3:00 pm on Thursday, August 13, 2020: Stuart Richards re: Norwich Police; Norwich Finance Office re: tax bill cover letter; Kris Clement re: Norwich energy project; Bonnie Batchelder re: municipal balance sheet; Cheryl Lindberg & VT Dept. of Taxes re: Homestead declarations and property tax credit claims; Laura Stone re: VTrans Regional Concerns meeting follow-up; Norwich Conservation Commission re: Milt Frye Nature Area vernal pool creation; John Carroll re: procedural plan for August 10th Town Informational Meeting; Jeffrey Lubell re: application for alternate representative to TRORC; Herb Durfee re: correspondence to Chris Katucki regarding revised Selectboard packets.

Possible August/September Items : COVID-19 update; Energy Performance update; Trails Committee discussion/website and Nick K memo; Town Plan work; policy revisions-conservation fund policy, Animal ordinance, SB correspondence, cyber security; fee schedule update; FD ladder truck; Union contract

Parking Lot: Financial Procedures; Dresden MOU; Finance Committee charge revision; SB Goal setting; Emerald Ash borer town response; Green Fleet proposal, Town meeting article on Climate emergency funds write up on indications for use; Juneteenth resolution discussion and plan

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Herb Durfee

From: Stuart Richards <stuartrichards50@gmail.com>
Sent: Sunday, July 19, 2020 12:41 PM
To: Norwich Listserv
Cc: Jennifer Frank; Herb Durfee; Miranda Bergmeier
Subject: Norwich and Police Everywhere

My granddaughter, Samantha (Sam), 6, enjoys riding her bike on Norwich's sidewalks. I like riding with her and I'm her faithful wingman. One of her favorite stops along our way is the Norwich Police station where we always get a warm welcome from Chief Jennifer Frank and Sergeant Keeling. It's pretty clear that the Chief and the other officers like kids and have time for kids and most importantly that they like our community and feel themselves a part of this community and that they are truly interested in our welfare.

Against this backdrop and events in Portland, Seattle, New York and elsewhere where lawlessness and cries to defund the police seem to prevail I found myself so disappointed in our Selectboard's failure to include our Chief in discussions regarding policing in Norwich. Roger Arnold's apology for the Selectboard's failure was at least an acknowledgment of that failure. I would hope that in the future that error does not repeat itself and that the Chief who is such an important part of our community would see her views and opinions respected by the Selectboard.

Stuart Richards

Please include this note in the next Selectboard meeting packet.

Thank you

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ENCLOSED IS YOUR PROPERTY TAX BILL

First Installment is due no later than: **4:30 pm on WEDNESDAY, AUGUST 26, 2020**
(**NOT** on Friday, August 14, as originally voted, due to COVID-19)

Second Installment remains due no later than: 4:30 pm on **Friday, February 12, 2021**

For the 1st installment, generally, Tracy Hall will NOT be open for payments. Instead, please make payment according to one of the following ways:

- Mail it with the enclosed self-addressed, stamped envelope. If using this option, please mail your payment several days in advance of the August 26 deadline to ensure its receipt.
- Use the drop off box outside the Main St. entrance to Tracy Hall. If using this option, the drop box will be checked regularly, including at the 4:30 pm deadline on August 26.
- Enable the Town to conduct an ACH debit from your bank account. This requires you to download and complete a form authorizing the Town to make such ACH debit. The form is located on the Town webpage under the Finance Department (toward the bottom of the Finance webpage). This hyperlink will take you to that link: <http://norwich.vt.us/wp-content/uploads/2020/04/Direct-debit-ACH-payment-for-property-taxes.pdf> This option probably takes the longest time to carryout. So, please allow yourself, your bank, and the Town sufficient time to carry out the steps necessary to make an ACH payment by the August 26 deadline.
- Pay online by credit card or e-check via: www.officialpayment.com. Note, if you pay by credit card, though the Town does not charge a fee for this service, Official Payments does charge a fee (3%). If using this option, remember sometimes it takes several business days before your payment clears. Please plan accordingly as balanced with the August 26 deadline.
- Cash. Though discouraged, if you pay by cash, you must call to set up a time with the Finance Department (802-649-1419 x3).

Please don't mail cash or put cash in the Tracy Hall drop box

Other Important Information:

Homestead Declaration (was due July 15, 2020) – Depending on when you filed your Homestead Declaration, your tax bill may not yet reflect that filing. Overall, it remains your responsibility to pay the amount shown as your 1st Installment by the August 26 deadline. However, when the State receives your Homestead Declaration they will notify the Town. If a revised Tax Bill needs to be prepared, the Town will do so and send you a revised bill. Any payment made to date will be factored into your property's account. But, if you receive a revised Tax Bill and you have questions, please contact the Finance Department (802-649-1419 x3). Note, if you did not file a Homestead Declaration by the July 15, 2020 deadline, you may be subject to an 8% penalty.

Pre-payments – If there were any pre-payments toward your FY 2020-21 Tax Bill, please make sure there isn't any remaining amount due. Any late payment, even partial balances, can result in interest fees being charged by the Town.

3rd Party Property Tax Payments – If you use your mortgage company or another 3rd party to pay your property taxes, please inform them of your Tax Bill and the installment due dates, especially the August 26 deadline (since it has been moved from the original August 14 deadline).

Need to Update/Change Mailing Address – If the mailing address on your tax bill needs update, please contact the Finance Department by e-mail bgrammer@norwich.vt.us or by phone 802-649-1419 x3.

COVID-19 – The Town understands that COVID-19 has put a hardship on people everywhere. If you find it difficult to make your tax payments for FY 2020-21, the Town is willing to work with you to set up a payment plan. Please call the Finance Department for such arrangement (802-649-1419 x3).

**Please remember to retain the enclosed tax bill for your records
(You and/or your income tax preparer will need it for taxes next April!)**

From: Kris Clement <kclemwp6@gmail.com>
Sent: Thursday, July 23, 2020 8:17 AM
To: Miranda Bergmeier; Norwich Listserv; petergriggs55@gmail.com
Subject: Re: [Norwich] Correspondence mailed to Norwich Registered Voters

In 5th grade I was lucky enough to have a brilliant teacher that taught me one of the most valuable lessons that has stayed with me to this day.

One day Ms. Whitaker announced that there was going to be an impromptu exam. After a few minutes of moaning and groaning from a pack of angry 5th graders, she handed out the 2 page exam. Out of 25 students, 23 of us busily started answering the questions. Strangely enough, we noticed, but ignored, 2 students who within minutes handed the exam back to our teacher. By the time the rest of us reached the end of page 2 there were more silent moans and groans.

It turns out that the last question, or statement on the exam stated: If you have thoroughly read this exam before answering any questions, you will discover that you do not have to answer any questions at all.

Moral of the story: read through everything before making any assumptions.

It is clear that the letter posted to residents of the Town of Norwich did NOT come from the Norwich Energy Committee, because if anyone made it to the last page it is hard to miss that it was signed by the author of the mailing - **Doug Wilberding!** I would hardly call that misleading, or a deliberate effort to confuse, or sow confusion.

Kris

Herb Durfee

From: Kris Clement <kclemwp6@gmail.com>
Sent: Wednesday, July 22, 2020 12:58 PM
To: Miranda Bergmeier; Herb Durfee; claudette brochu; John Langhus; Mary Layton; Roger Arnold; rgere@mac.com
Subject: Copies of Email Correspondence to be entered into the next SB packet
Attachments: Flanders memo. Langhus reaction .jpg; Flanders memo. Langhus reaction _1.jpg

Hi Miranda,

Enclosed are two emails (obtained via Freedom of Information Act request). I will be addressing these emails during the Wednesday, July 22, 2020 portion of the public comment section, and would like to have these included in the next SB packet.

Thanks,
Kris

Herb Durfee

From: Herb Durfee
Sent: Monday, March 30, 2020 12:11 PM
To: 'johnlanghus@gmail.com'
Cc: Aaron Lamperti; Linda Gray
Subject: RE: Questions about Norwich Tracy Hall (town hall) heat pump upgrade options

Hi, John. We thought it would be good to give Steve at least a courtesy of a reply. Mike Davey was saying that it could be done, but obviously there would have to be some additional analysis. I was trying to raise at least some of the questions I would have if we were to look at that type of a system. Also, we agreed that we wouldn't be looking into another alternative during the pending vote period. Anyway, not trying to rile up anyone. Again, it was more to lend courtesy to Steve for offering an alternative.

Herb

Herbert A. Durfee, III
Town Manager
Town of Norwich
PO Box 376
Norwich, VT 05055
802-649-1419 ext. 102
802-698-3000 (cell)
802-649-0123 (fax)

From: johnlanghus@gmail.com [mailto:johnlanghus@gmail.com]
Sent: Monday, March 30, 2020 11:35 AM
To: Herb Durfee
Cc: Aaron Lamperti; Linda Gray
Subject: Re: Questions about Norwich Tracy Hall (town hall) heat pump upgrade options

On what basis is Steve Flanders soliciting competing projects for this? He has zero authority, there is no accountability built into his "process", nothing is subject to OML, et cetera ad nauseum.

I find this to be offensive to any sense of Democratic process and I would discourage you from encouraging it. For a former Selectman, this is all the more troubling.

Thanks
John

Sent from my iPhone

On Mar 30, 2020, at 11:04 AM, Herb Durfee <HHDurfee@norwich.vt.us> wrote:

Steve & George,

I haven't been able to respond until now. I really appreciate the time and effort you two are carrying out in trying to identify an appropriate system for Tracy Hall. As you know, currently, we're looking at the "closed loop" system. However, the information that you're researching is helpful. Given the climate

Herb Durfee

From: Herb Durfee
Sent: Tuesday, March 31, 2020 10:25 AM
To: 'John Langhus'
Subject: RE: Request an agenda item on: Second engineering opinion on energy upgrades for Tracy Hall

Thx for doing that.

Herb

Herbert A. Durfee, III
Town Manager
Town of Norwich
PO Box 376
Norwich, VT 05055
802-649-1419 ext. 102
802-698-3000 (cell)
802-649-0123 (fax)

From: John Langhus [<mailto:johnlanghus@gmail.com>]
Sent: Tuesday, March 31, 2020 9:45 AM
To: Stephen Flanders
Cc: claudette brochu; Arnold Roger; Layton Mary; Robert Gere; Wilberding Douglas; Herb Durfee; Miranda Bergmeier
Subject: Re: Request an agenda item on: Second engineering opinion on energy upgrades for Tracy Hall

Hi Steve. I hope you are doing well in this extraordinary time.

I have been watching the ever-increasing amount of activity regarding this project by you and Doug Wilberding. I am concerned that these activities are crossing the line from citizen engagement to interference with an existing Town project. I am curious on what basis and authority you and Doug Wilberding are soliciting proposals from engineers on behalf of the Town?

As you would know as a former Select board member, there is a whole suite of protocols that we follow when soliciting such things and we are criticized quite aggressively (and rightly) when we fail to follow those. Having community members trying to create some parallel process for this project follows none of those protocols. There is no authority, there is no accountability, there are certainly no "open meetings" to which members of the public may come and hear your plans and ideas. Did you bid out your proposal for this engineer or does one of you or Doug have a financial interest in the outcome? These are the sorts of concerns citizens have when people are engaged for services for our Town and your process seems to have no transparency or democratic validity.

I am very concerned by this and as such I am happy to support an agenda item to discuss your activities, but I am not in support of having a substantive presentation from this firm or anyone else regarding alternatives to the voter-approved Project we have on the table, Rather I am interested in the process that is being followed, what promises may be being made on behalf of the Town and why it may or may not confirm to the various policies we have set up for such activities.

Thanks
John

Herb Durfee

From: Bonnie Batchelder <bbatchelder@batcheldercpa.com>
Sent: Friday, July 24, 2020 11:34 AM
To: Herb Durfee; Pamela Smith
Cc: Cheryl A Lindberg; Omer Trajman; Cynthia Stoddard; Becky Grammer
Subject: RE: June 30, 2020 Balance Sheet

Good Morning,

To clarify, General Municipal funds (General, Highway, etc) report on the modified accrual basis which means that the debt and fixed assets are not reported on the Balance Sheet as you would see in a for profit organization.

Proprietary Funds, which are service funds, such as utilities (water, sewer, etc) do report debt and fixed assets on the balance sheet.

Please let me know if you need any further clarification.

Bonnie K. Batchelder, CPA

Batchelder Associates, P.C.
1 Conti Circle
Barre, Vermont 05641

Email: bbatchelder@batcheldercpa.com

(802)476-9490 – Phone
(802)-476-7018 - Fax

From: Herb Durfee <HDurfee@norwich.vt.us>
Sent: Friday, July 24, 2020 11:29 AM
To: Pamela Smith <psmith.finance@gmail.com>
Cc: Cheryl A Lindberg <cherylalindberg@gmail.com>; Omer Trajman <otrajman@webwriting.com>; Cynthia Stoddard <cynthia@nemrc.com>; Bonnie Batchelder <bbatchelder@batcheldercpa.com>; Becky Grammer <BGrammer@norwich.vt.us>
Subject: RE: June 30, 2020 Balance Sheet

Pam,

I had to consult with Cynthia Stoddard on your question. Essentially, long-term debt obligations are not shown in the General Fund financial statements. It is typical for another fund to be set up in the financial statements to show the long-term debt obligations, and in the audit there is a long-term debt schedule shown. (See attached audit.)

Historically, Norwich has only kept a spreadsheet to show the long-term debt obligations.

Cynthia and I have discussed creating another fund to show this obligation and your e-mail reminded me to circle back to our discussion. I've already asked her to make that adjustment, subject to any insight from our auditor.

Herb

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From: Pamela Smith [<mailto:psmith.finance@gmail.com>]
Sent: Thursday, July 23, 2020 4:51 PM
To: Herb Durfee
Cc: Cheryl A Lindberg; Omer Trajman
Subject: June 30, 2020 Balance Sheet

Herb,

I was reviewing the June 30, 2020 Balance Sheet and could not find any of the Long-Term Debt listed. In particular, I was looking for the balance owed on the Public Safety Facility Bond. Typically, short-term and long-term debt are listed on the Balance Sheet as under Liabilities. I do see principal and interest payments in the Expenditure Report for the Public Safety Facility Bond, but nothing on the Balance Sheet. Where would I find the balance owed at June 30, 2020?

Pam

Becky Grammer

From: Cheryl Lindberg
Sent: Monday, July 27, 2020 6:56 PM
To: Becky Grammer
Cc: Herb Durfee
Subject: Fwd: Homestead Declarations & Property Tax Credit Claims

FYI.....

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: TAX - myVTax Info <myvtaxinfo@vermont.gov>
Sent: Monday, July 27, 2020, 6:50 PM
To: listers@norwich.vt.us
Subject: Homestead Declarations & Property Tax Credit Claims

Dear Municipal Officials,

Earlier in the year, the Department communicated that the federal decision to move the personal income tax due date to July 15 flowed through to the homestead declaration and property tax credit claim due date as well. As a result, the Department received approximately 24,000 electronic and 9,000 paper homestead filings in July. It was always our intention to process all homestead declarations and property tax credit claims prior to the August 1st file. While we are on pace to have all of the electronic filings processed in time for the August 1 file, as many as 7,000 of the paper filings may not be processed due to the large paper volume and the receipt of timely filed homestead declarations through the mail up to 10 business days after the due date.

For context, we would normally have received and processed 177,000 homestead declarations at this point so the volume requiring processing represents approximately 4% of homestead filings.

Homestead declarations processed after August 1 will be included in the weekly file exchange with the towns, but any property tax credit amounts will not be transmitted until Sept. 1. The Department understands and regrets the burden this places on municipalities and is currently discussing options for providing towns with information on filings that could not be processed in time that they can expect in the September file.

Sincerely,

Douglas Farnham | Deputy Commissioner

Vermont Department of Taxes

133 State Street | Montpelier, VT 05633-1401

802.585.8119 | tax.vermont.gov

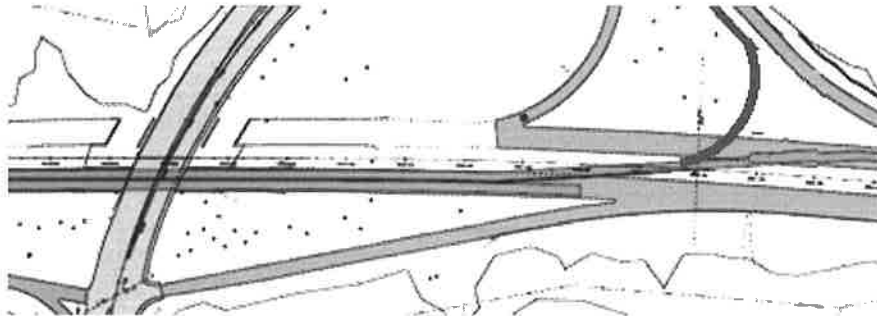
Herb Durfee

From: Stone, Laura <Laura.Stone@vermont.gov>
Sent: Monday, July 27, 2020 3:34 PM
To: Herb Durfee
Cc: Rita Seto; Otto, Katharine; Claudette Brochu; Roger Arnold; McCarthy, JB
Subject: NORWICH IM 091-2(89) 12A568 - Interstate 91, Bridges 48 N&S over VT Route 10A - Regional Concerns Meeting Follow-Up

Good Afternoon Herb,

Thanks again for helping us schedule a regional concerns meeting to discuss the scope for the upcoming rehabilitation of Bridges 48 N&S over VT Route 10A in Norwich. Overall, I felt everyone was receptive to the recommended alternative of a rehabilitation with I-91 traffic maintained on crossovers.

- *Traffic control:* We discussed the use of crossovers for traffic control during construction. Northbound traffic will be shifted over to the Southbound barrel (accommodating 1 lane of traffic flow in each direction) while the northbound bridge is worked on, and vice-versa for the southbound bridge. Short term duration closures may be required on VT Route 10A for some overhead activities. As discussed, the detour route for VT Route 10A will be River Road to US Route 5. Any closures will be adequately warned ahead of time. There was a question about the placement of detour signs for VT Route 10A. There will be a sign package set in place which will follow the Manual on Uniform Traffic Control Devices (MUTCD).
- *I-91 Southbound On-ramp:* As discussed at the meeting, the on ramp for I-91 south will either need to be closed during construction or be relocated. Traffic utilizing exit 13 to enter I-91 SB would need to detour onto US Route 5 to the exit 12 on ramp if the ramp is closed. If the ramp is relocated, it would likely be moved further to the north (as shown below in red). The radius of the ramp would be designed for use by tractor trailers.



- *Lead paint remediation:* There was a question about the need for any lead paint remediation. Beam painting will not be included as part of the rehabilitation, and as such, we do not anticipate any lead paint remediation at this time.
- *Project Outreach:* A Public Outreach coordinator will be brought on early for this project. Exit 13 is the main exit for Dartmouth-Hitchcock, and the hospital will be included in outreach and any impacts to traffic will be coordinated with them. As discussed, any closures of VT Route 10A and changes in traffic pattern on I-91 will be communicated ahead of time to Emergency Services, Dartmouth-Hitchcock and all other interested parties.
- *Previous Work:* There was a question about previous work that has been done on the bridge. Since construction in 1968, the bridge has not been part of any Capitol Program project. As discussed at the meeting, any minor repair work to date has been done by the VTrans Bridge Crew under the Maintenance and Operations bureau.

- *Night Time Work:* The Town asked if night-time work should be expected. The contractor may be allowed to work at night; this will be determined during the design phase. If night time work is allowed, than adequate lighting will be installed. Additionally, there are maximum decibel levels written in the contract for nighttime work, so the contractor is limited by the activities they can perform.
- *Construction Year and Surrounding Project Coordination:* As discussed at the meeting, the Bridge 48 N&S project is currently in the budget for construction in the summer of 2023. As discussed at the meeting, VTrans will coordinate our construction schedule with the NHDOT Ledyard Bridge project.

Once conceptual plans are complete, JB will reach out to schedule another public meeting (this second meeting is optional).

The presentation has been uploaded to our VTrans projects page:

<https://outside.vermont.gov/agency/vtrans/external/Projects/Structures/12A568>

We enjoyed meeting with everyone last Wednesday night. I apologize for the technical difficulties and want to thank Robert for getting the presentation up and running. JB McCarthy will be the design project manager. His contact information is as follows: JB.McCarthy@vermont.gov, (802) 505-1451.

Best Regards,
Laura

Laura J. Stone, P.E. | Scoping Engineer
Structures | Project Initiation and Innovation
Vermont Agency of Transportation
Barre City Place | 219 North Main Street | Barre, VT 05641
802-917-4996 phone | laura.stone@vermont.gov
<http://vtrans.vermont.gov/highway/structures-hydraulics/project-initiation-and-innovation>



Herb Durfee

From: Herb Durfee
Sent: Tuesday, August 04, 2020 1:56 PM
To: Brie Swenson; Claudette Brochu; John Langhus; Mary Layton; 'rgere@mac.com'; Roger Arnold
Cc: Miranda Bergmeier; Frank, Jennifer
Subject: FW: Milt Frye Nature Area Vernal Pool Creation
Attachments: Milt Frye Management Plan (August 2020).docx

Board Members & Brie,

FYI, please see Craig Layne's e-mail below. I will put a copy in your meeting packet under Correspondence.

Herb
Herbert A. Durfee, III
Town Manager
Town of Norwich
PO Box 376
Norwich, VT 05055
802-649-1419 ext. 102
802-698-3000 (cell)
802-649-0123 (fax)

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

From: Norwich Conservation Commission [<mailto:norwich.conservation.commission@gmail.com>]
Sent: Tuesday, August 04, 2020 12:37 PM
To: Herb Durfee; Miranda Bergmeier
Cc: Jason Berard
Subject: Milt Frye Nature Area Vernal Pool Creation

Herb,
Would you please let the Select Board know that the NCC is digging a test pool for the creation of an educational and functional vernal pool in the Mlt Frye Nature Area? I am happy to do so myself, if need be. Attached is the Management Plan where section 5.2 (specifically part 5.2.g) indicates that creation of an aquatic feature is one of the activities about which the Select Board is to be notified. This copy of the plan is dated August 2020 because I slightly expanded the language in part 5.2.g to say a tiny bit more than just "pond".
Thank you.
Craig

MANAGEMENT PLAN FOR THE TOWN-OWNED LAND ("PROTECTED PROPERTY"),
Milton Frye Nature Area, Norwich, Vermont (Updated August 2020)

INTRODUCTION

This document is the Management Plan for the "Protected Property" defined herein, as contemplated by the Conservation Easement held by the Upper Valley Land Trust. It has been prepared under the supervision of the Upper Valley Land Trust, Norwich Special Places, the Norwich Conservation Commission and the Town of Norwich Board of Selectmen.

It is a requirement of the Conservation Easement that a copy of the current Management Plan be available for examination by the public at the offices of the Norwich Town Clerk and UVLT.

2. VISION STATEMENT

This land, purchased from the Peisch and Lewis families in the 1960-70s, will remain an undeveloped 35.3 acre parcel of land that separates the public and commercial center of Norwich from Interstate 91 and its entrance and exit ramps. It is part of a buffer that helps define the transition from the automobile-dominated highways to the slower, more pedestrian-oriented village streets.

The land will be far more than a static buffer. Norwich will treasure and use it as a convenient community resource, as a place to go to enjoy and learn about Vermont's forests and fields. It will also provide a scenic entry to our village.

We recognize that previous stewards of this land cleared and used it as pasture, for maple sugaring and as an orchard. Norwich will use this land to benefit the community while conserving the biological productivity of the site.

Its undeveloped character and proximity to the Marion Cross School makes this land an ideal site for an outdoor classroom. Faculty, staff and volunteers will use it as a real-life laboratory to help students explore a wide variety of topics. For example, students gain a better appreciation of ecology, creative writing, environmental ethics, stewardship and management of forest, wetlands and open habitats when they are outdoors. We mean for this close-to-the-land learning to extend to all members of the community.

The land will also be used as a park where residents and guests can enjoy walks in the woods, picnics, and other low-impact recreation. Sponsors may use the area as an outdoor site for community, educational, and cultural events. It is permissible to erect temporary structures as directed herein.

Past and present uses of the land include: farming (forestry, grazing, maple sugaring, orchard, haying), recreation (walking, jogging, cross-country skiing, snowshoeing), education (outdoor classrooms for nature, science, art, literature, social studies), guided nature walks, birding, tracking, wildlife inventory, orienteering, playing, picnics, stewardships studies, cultural events, fire department-authorized launch of fireworks, etc. Similar uses of the land should be supported and encouraged in the future, when conducted in a manner that protects the natural attributes of the property.

3. MANAGEMENT GOALS

The management of the Protected Property, known as the Milton Frye Nature Area, must always be consistent with the mandates of the Conservation Easement. While the provisions of the Conservation Easement are far too detailed and specific to be covered here in full, the covenants and restrictions which provide the primary direction for the stewardship of the Protected Property and the scope of this Management Plan can be summarized as follows:

1. UVLT retains all development rights. No residential, industrial or commercial activities shall be

permitted. This reservation is a standard land protection technique designed to preserve the property as open space.

2. No buildings or structures (excepting the educational classroom structure that currently exists), or built improvements are permitted, except as expressly authorized in the Deed and outlined below (see Section 5., 5.1.d). The only other structures or improvements authorized are trails, related improvements such as timber steps and water bars, and stream crossings of *de minimus* design and impact.

The overall management goals for the Protected Property are to protect the natural features and functions of the area, allowing for residents' enjoyment through low-impact recreation, educational and cultural use. These goals are derived from the purposes of the Conservation Easement, and all management objectives and policies must be consistent with the priorities set forth in the Conservation Easement. The purposes of the Conservation Easement include three priorities and a general statement:

1. To permanently protect and conserve the scenic and open space values of a rural landscape near the entry to the Village of Norwich from development and other high-impact uses for present and future generations;
2. To protect natural communities, wildlife habitat, and the integrity of the environments and ecological processes that support them, on the Protected Property, as those values exist on the date of this instrument and as they may evolve in the future;
3. To provide continued public access to the Protected Property and use of existing nature trails for educational, cultural, and low-impact recreational enjoyment without compromising water quality, scenic benefits, wildlife habitat, and other conservation values;
4. To conserve land adjacent to the Town's elementary school, the Marion Cross School, for safe use and enjoyment by school children for education, low-impact recreation, and quiet reflection;
5. Overall, to assure the Protected Property will be retained forever in its undeveloped and scenic condition, and to prevent any use of the Protected Property that will significantly impair or interfere with the unique and significant qualities of public benefit and conservation values of the Protected Property.

4. GOVERNANCE

The Town of Norwich will manage the Property (i) in accordance with the requirements and priorities of the Conservation Easement; (ii) utilizing conservation "best practices" as they are understood over time; and (iii) for the benefit of the Norwich community. UVLT is responsible for annual monitoring of the property for transgressions of restrictions in the Conservation Easement. The stewardship process must involve the Upper Valley Land Trust, as holder of the Conservation Easement, whenever interpretation of material elements of the Conservation Easement is necessary and draw upon its support and expertise whenever appropriate.

The Norwich Select Board, the governing body of the town, is ultimately responsible for the care of the land. As the governing body representing the town, the Select Board will hereinafter be referred to in this document as the "Town." It will delegate much of the oversight of the uses and care of this land to the Norwich Conservation Commission. The NCC will oversee educational, cultural and recreational uses by non-profit organizations and will coordinate other uses. The NCC will keep the Town and UVLT informed of issues and/or proposed changes as required by the Conservation Easement. Due to the volume of use by Marion Cross teachers, recreation program groups, and school-age children, a volunteer "Trail Steward" position shall exist to serve as a liaison between the groups and the NCC. The Trail Steward shall inform the NCC of any maintenance and other issues which need attention. Approval for organized group use of the area must be sought from a representative of the NCC and communicated to the Trail Steward.

4.1 The Town will work with the NCC to assist with ongoing stewardship and upkeep.

4.2 The NCC, in cooperation with the Marion Cross School, will maintain the trails and oversee educational programs on the property. Permission for special events will be obtained from the

Committee.

4.3 The Town will mow the field as necessary to preclude growth of invasive plants, and every 1-2 years otherwise to keep it open and useful to the public and maintain the meadow's scenic qualities. It shall maintain the orchard to retain the scenic beauty of the area.

4.4 The NCC will inform users and abutters of rules and policy objectives and encourage them to be stewards.

4.5 The Trail Steward will make frequent inspections of the property to ensure that there has not been any unauthorized work done on the property, to observe and remove hazards, and to make sure that the property boundary markers are in place. Discovery of any adverse conditions or inappropriate uses to the property will be reported promptly to the NCC. The Town and UVLT will be advised as necessary.

5. MANAGEMENT AND PROTECTION OF THE NATURAL COMMUNITY

The following management policies will apply to the Protected Property. These policies will be reviewed and, if necessary, revised on a regular basis.

5.1 Preservation of Natural State

Our principal goals are to protect the natural features and functions of the area, allowing for residents' enjoyment through low-impact recreation, educational and cultural use. It is acknowledged that little of this land is in the natural state that greeted the settlers of Norwich when they first came to this area, and the purpose of preserving this property is not to return it to such a state.

5.1.a The land will be managed as a diverse natural environment that can serve as viable wildlife habitat. Some modifications to the area, such as marking and maintaining pedestrian trails, creating stream crossings, maintaining current clearings or restoring past clearings in order to accomplish wildlife management objectives, and removing invasive species, may be used to meet management objectives.

5.1.b The Forest Management Plan should be consulted as a guideline for maintaining the health of the forest lands, with primary consideration for wildlife habitat. Dead and dying trees which pose a danger to users of the area may be removed but will otherwise be allowed to stand as shelter for wildlife.

5.1.c The Town will mow the field as necessary to preclude growth of invasive plants, and every 1-2 years otherwise to keep it open and useful to the public and maintain the meadow's scenic qualities and plant-type habitat.

5.1.d A small structure exists on the Property for educational use. The Trail Steward and the Marion Cross School shall monitor this for appropriate use and needed maintenance. The Marion Cross School shall be responsible for coordinating maintenance of the shelter.

5.2 Management of Forest Resources

Forest management is the practical application of biological, physical, quantitative, managerial, economic, social, and policy principals to the regeneration, management, utilization and conservation of forests to meet specified goals and objectives while maintaining the productivity of the forest. Forest management includes management for aesthetics, fish, recreation, urban values, water, wilderness, wildlife, wood products and other forest resource values (from Helms, John A., editor, 1998, The Dictionary of Forestry, The Society of American Foresters).

In the conservation easement, the Town retains the right to manage the forest on the protected property. Forest management activities must follow a forest management plan that the Upper Valley Land Trust has approved. It maybe be amended or revised by forest professionals as the forest

ages and changes. It may also be amended to include more extensive manipulation of the natural resources on this property, including changes in trail location or cutting of more than a few plants for educational purposes with permissions as outlined below.

With the permission of the NCC, the following activities may take place:

5.2.a Interpretive signs, benches and other structures related to non-motorized recreation may be placed or moved.

5.2.b Trees may be cut if they are hazards because of rot, broken branches or weak form.

5.2.c Branches may be trimmed to keep trails clear.

5.2.d Trees may be cut and used for bridges, water bars or other trail structures on the protected property.

More substantial changes or activities must also be communicated to the Select Board and the UVLT. Activities that would be considered substantial include:

5.2.e Building a new trail or relocating an existing trail.

5.2.f Cutting trees larger than 10" in diameter to change forest structure such as to retard or advance natural succession or to change wildlife habitats or for income.

5.2.g Creating a pond, vernal pool, or wetland.

5.3 Protection of Plant and Animal Diversity

In accordance with the purposes of the Conservation Easement, the Property has been protected as a natural area that allows for public use and enjoyment. As such, particular attention should be given to protecting sensitive habitats.

5.3.a Human uses should not significantly compromise the viability of wildlife travel corridors and sensitive plant and wildlife habitat. Only those uses that are compatible with the habitat needs of the indigenous wildlife and native flora will be encouraged.

5.3.b The Property will be managed to maintain or even to increase habitat diversity. To this end, some areas may be kept cleared, others may be maintained as shrub and scrub layers, and others allowed to advance further successional. Alterations of habitat for particular species, plant or animal, may be undertaken as recommended by the Forest Management Plan. Any such change to the landscape to alter habitat for particular species will be carefully evaluated, taking advantage of established wildlife management criteria to ensure that habitat integrity and connectivity can be maintained.

5.3.c In the interest of maintaining native plant diversity, efforts to control invasive alien plant species that tend to dominate natural habitats shall be undertaken as necessary.

5.3.d Areas of human disturbance to the landscape may require restoration efforts to preclude the advance of invasive aliens into disturbed areas. Areas in which invasive species are being controlled may benefit from re-vegetation with habitat-appropriate, locally native plants.

5.3.e Steps shall be taken to protect rare, threatened, or endangered plant species, if any exist. Species that are of local, statewide, or global significance will be reported to the Vermont Natural Heritage Program.

5.3.f There shall be no hunting or trapping of animals on the Protected Property except for the control of diseased, dangerous or nuisance animals. In such cases, the police will be notified regarding disposal of such animals.

6. PUBLIC ACCESS, ENTRANCES, AND PARKING

The Town of Norwich will manage the Protected Property to provide access to its natural, ecological, scenic, and cultural values and to encourage respectful interactions by visitors with the natural environment.

6.1 Access to the Property will be made available from several established and well used entries at the edge of the school property: through the parking lot on the south side of the school property, and a ROW from Church Street (currently not used). There is also a vehicular access R.O.W. through the former "Peisch" house property (currently Trajman) off Route 5. Establishment of new trail entrances from abutting properties must have Town approval. The Town reserves the right to maintain these rights-of-way with permeable surface type materials (such as gravel) and to regrade to maintain integrity of the ROW.

6.2 The main entrance to the Protected Property adjacent to the Marion Cross School will be marked to inform users that they are entering the Protected Property and of the regulations for use.

6.3 Stone walls and fences may be built at some entrances to control the entry point and to prevent unauthorized access by wheeled vehicles.

6.3 Access to portions of the Protected Property may be temporarily closed to the public for reasons that aid in fulfilling other priorities of the Conservation Easement. If such a need arises, the Town and/or the NCC will propose a plan and seek approval from UVLT.

6.4 Parking shall be off-site. Parking is currently available along Route 5 along the school property, and during off-hours, at the school's parking areas. Parking is not permitted on the Protected Property except in the instance of public events, when access is permitted for service vehicles and handicapped access only. Vehicles may only access the property through the former Peisch (currently Trajman) ROW from Route 5.

6.5 The Town maintains the right to restrict vehicular (motorized and mechanical) access as necessary on the Trajman ROW, such as gating the entryway, if such gating does not affect the Trajman property. The gate may be locked and the key available to responsible parties through the Town Clerk. Should gated access be necessary, fences and gating must conform to any town regulations, and plans for gates must be approved by the Town. Gates are to be maintained by the NCC. Additionally, stone walls and fences may be built at some entrances to control the entry point and to prevent unauthorized access by wheeled vehicles. Fences should be built primarily of natural materials, and not be higher than four feet. Fences must also be approved by the Town.

6.6 Waste materials: Dumping of any kind, including yard and household wastes, onto the Property is not permitted. Trash generated on the property will be removed by the responsible party ("carry in, carry out" policy). Trash cans will only be available on-site when public events are taking place - with the exception of the dog waste can which is located at the main entrance. Event sponsors are responsible for temporary trash bins during event, and for removal promptly following event.

6.7 Certain areas of the Property may be made handicapped accessible to make the enjoyment of the Property more inclusive. Special provisions for wheelchairs may be made where appropriate. Specifics will need to be addressed in a supplement plan as issues arise and are considered in the future.

6.8 Temporary closure may be necessary after a significant natural event, or forest management activities. An area occupied by wildlife in need of protection, such as a denning bear, may require that a portion of the area be made off-limits for a time. Also, rare species may need special protection from contact with the public. If such a need arises, the Town and/or the NCC will propose a plan and seek approval from UVLT. The NCC will propose a plan and seek approval from the Town.

7. EDUCATION

We aim to inform the public about the environmental assets of the Property and its trails, and about its appropriate uses, and encourage low-impact use and aesthetic enjoyment of the property and its attributes by the public. Education efforts are addressed to all members of the community including schoolchildren.

7.1 Trail maps are available to the public in the Town Clerk office and on the Town website. Information about the plants, animals, birds, geological features, and diverse habitats found within the Protected Property may be made available by NCC to the public at appropriate locations in Town, and at the Upper Valley Land Trust.

7.2 The NCC and the Marion Cross School may establish self-guided nature trails walks and produce related brochures.

7.3 Organized nature walks, bird trips, orienteering events, and the like will be encouraged. These may be led by NCC or other organizations. Schools may be encouraged to participate. Organizations and schools planning an event or outing on the property will make arrangements through the committee.

7.4 Information about access points, trails, permitted and prohibited activities, as well as the information described in the policy statements above should be available at the Town Office, town library, the Upper Valley Land Trust and other places where such information is appropriate.

7.5 Stations along the self-guided nature trails may be installed to identify either their particular environmental assets or pose relevant questions to ponder.

7.6 Small numbers of live plants and animals may be sampled and / or removed for educational purposes unless prohibited by state or federal law.

7.7 Educational work sessions may be undertaken by students or the public with supervision of knowledgeable leadership and communication with the NCC - for example invasive plant management and trail mulching.

8. TRAILS, RECREATION, AND TRAIL LINKAGES

The Town will maintain a trail system for education, cultural and low-impact recreational use, aesthetic enjoyment, observation of wildlife, and nature study that is sensitive to the needs of the land. Foot travel will be allowed through all of the Property. Only those low-impact recreational uses which do not interfere with the protection of biological diversity, the integrity and health of plant and animal habitats, and the functioning of natural processes will be allowed within the Property.

8.1 All trail building and maintenance within the Property will be entirely under the direction of the Town of Norwich and in consultation with the Upper Valley Land Trust. Any new trail building on the property shall not be undertaken lightly, as trails impact wildlife habitat. Potential trails shall be evaluated for ecological appropriateness, taking into consideration such aspects as soil erosion, wetlands, water quality, drainage patterns, habitat needs, etc. Any proposed changes must be submitted to the Town and to UVLT for approval.

8.2 It is recognized that the Property has long been used by residents to walk dogs. However, dogs must not be allowed to disturb or endanger wildlife or run up to area users. Therefore, dogs must be kept on a leash, with the exception of those service dogs which are required to be off-leash in order to do their work. Dog owners are required to pick up any deposits their dogs leave on the trails.

8.3 There shall not be any unauthorized camping, fire building, horseback riding, trapping or collection of mineral, soil, plant or wildlife specimens within the Property, or motorized or mechanical vehicles, including bicycles*, on the Protected Property, except for wheelchairs or

other aids for handicapped persons. *Organized youth beginner biking programs shall be allowed with prior authorization from the NCC and the Trail Steward. Unsupervised biking shall not be allowed.

8.4 The Town shall not allow the trails to be used for motor vehicles, except for maintenance and emergency service purposes.

8.5 The vehicular R.O.W. access is limited to maintenance, emergency and event service vehicles, and for access by handicapped persons.

8.6 The expertise of the Norwich Trails Committee shall be sought when making trail decisions.

9. SIGNAGE

Signs are necessary to identify the preserve nature area, conditions of use, trail locations, and destinations. Signs may also be necessary for identifying certain wildlife habitat. Signs may be posted at the primary entrance indicating that the property is a nature preserve, giving the appropriate uses; signage must receive approval of the NCC. Signage within the preserve nature area should be minimal and unobtrusive, consistent with the natural setting.

9.1 Entryway signs/kiosks may be placed near trailheads. Trails may be marked as necessary. Boundary marking should be more frequent where existing boundary definitions are not evident.

9.2 Signs directing the public to cultural and educational events held on the property shall be permitted temporarily and must be removed promptly by the event sponsors when the event is over.

10. CULTURAL AND HISTORICAL RESOURCES

The Protected Property will endeavor to expand the understanding of historical uses and the chain of ownership of the Property to show how these factors have shaped the natural environment of the Property and the Town of Norwich.

10.1 The Town may work with prior owners, the Norwich Historical Society, and others to preserve and expand historical records concerning the Property.

10.2 Man-made historical artifacts such as stone walls, cellar holes, or foundations shall not be disturbed. However, work sessions should endeavor to remove man-made hazards such as old barbed wire fences.

10.3 Use of the Protected Property for cultural, historic and related events by nonprofit organizations is encouraged. The Town may allow the use of the property by non-profit organizations that are consistent with the uses described in Section 2.

Herb Durfee

From: John Carroll <johncarroll.43@gmail.com> on behalf of John Carroll <jc@ompom.us>
Sent: Thursday, August 06, 2020 2:14 PM
To: claudette brochu; Roger Arnold; warren.thayer@gmail.com; Jack Candon; Herb Durfee; Miranda Bergmeier
Subject: revised draft of 'Procedural Plan' for Special Town Meeting
Attachments: 2020-08-06 (revised) Procedural Plan for Town of Norwich Special Meeting 10 August 2020.pdf; ATT00001.htm

dear colleagues,

Many of you have been kind enough to offer suggestions for improvements to my 30 July draft of a "procedural plan" for the 10 August Special Town Meeting. I've incorporated your suggestions into a revised draft of the plan, dated 6 August, and attached below as a PDF.

The revised draft is similar to the original draft, with certain notable changes:

1. The Moderator's opening comments now begin with language required by statute explaining how public access to the 'remote meeting' is assured.
2. The specifics of how members the public may get their names on the list of folks who wish to comment or ask questions are spelled out more precisely.
3. On recommendation from the former Town Moderator, the allotted time for each member of the public to speak is changed to three minutes.
4. At the end of the meeting, the Moderator entertains a motion for adjournment.

I thank you each for your advice and encouragement.

kind regards,

JC

Procedural Plan for Town of Norwich Special Meeting 10 August 2020

prepared 30 July by John Carroll, Moderator

revised 6 August

page 1 of 4

This document is intended to serve as a 'process outline' of the Special Meeting of the Town of Norwich as publicly noticed by the Selectboard in its "WARNING OF SPECIAL MEETING, AUGUST 10, 2020".

(See Note 1, at page 4)

At 6:45 pm: Although the meeting begins at 7:00 pm, the Zoom Administrator makes the meeting available for the public to sign-on beginning at 6:45 pm, and public sign-on is available at any time for the duration of the meeting.

At 7:00 pm: The Moderator gavels the meeting to order. The Moderator begins by explaining that, due to the State of Emergency declared by Governor Scott as a result of the COVID-19 pandemic, and pursuant to Addendum 6 to Executive Order 01-20 and Act 92, this public body is authorized to meet electronically. The Moderator then paraphrases and summarizes the script recommended by Vermont League of Cities and Towns.

The moderator then explains the scope and purpose of the Meeting and the ground-rules for participation:

1. three topics (or "Articles") in the meeting, to be taken up in the order specified in the WARNING OF SPECIAL MEETING:

"Article 1 - Elect Town Officers for the balance of terms";

"Article 2 - Shall the voters of the Town of Norwich issue...general obligation bonds...."; and

"Article 3 - To transact any other business....."

2. each topic will have an introductory statement or presentation, followed by a period for public inquiry or comment;

3. members of the public should mute themselves at all times, unless they have been called upon by the Moderator to speak – persons participating via telephone can mute or unmute by dialing *6;

4. when it's time for public inquiry or comment, because of the difficulty of recognizing hands raised in an electronic meeting, members of the public will be called upon to speak in the order that they have put their name on a list of persons wishing to speak on the topic at hand during the meeting;

5. members of the public may put their name on the list of persons wishing to speak at any time during the meeting, using one of two methods:

a. persons participating via computer should use the Zoom online 'chat feature' to give her/his name and locatable address and the topic (Article 1, 2, or 3) she or he wishes to address;

b. persons participating via telephone should dial *9 on their phone to raise their virtual hand and *9 again after they have spoken to lower their hand

(NOTE: persons viewing the meeting through CATV will not be able to participate in the meeting and should log into Zoom via computer or phone in order to address the meeting);

6. the Moderator will call upon members of the public to speak in the order that their name appears on the Administrator's list;

(continued, next page)

Procedural Plan for Town of Norwich Special Meeting 10 August 2020

prepared 30 July by John Carroll, Moderator

revised 6 August

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7. when the Moderator recognizes a member of the public to speak, she or he should begin by stating his/her name and locatable address;
8. in keeping with Robert's Rules — all comments or questions by the public are to be directed to the Moderator;
9. each speaker will have three minutes to speak on the topic at hand;
10. after all members of the public who have signed up to speak have spoken on the topic at hand, members of the public who have already spoken on the topic may do so a second time for four minutes;

At approximately 7:10 pm: The Moderator introduces the first item of the Meeting's business, namely **Warning Article 1**, "Elect Town Officers for the balance of the terms according to the vacated offices".

- a. The Moderator enumerates the vacant offices on the Official Ballot, namely:
 - >> **Lister**
 - >> **Cemetery Commissioner**
 - >> **Trustee of Public Funds**
- b. Taking up each office in order,
 1. the Moderator invites candidates on the ballot for each office to speak for four minutes; then
 2. the Moderator invites any 'write-in candidates' for that office to speak for four minutes.
- c. When all candidates for all three offices have had an opportunity to speak, then the Moderator opens the floor for public comment on the topic at hand, namely, *the election of individuals to serve the remaining 'unexpired terms' of vacant Town offices.*
- d. After the last of the public comments on the topic at hand, the Moderator declares the discussion of Special Meeting Article 1 to be closed.

At approximately 7:30 pm (depending upon how many persons wish to speak on Article 1): the Moderator introduces the second item of the Meeting's business, namely **Warning Article 2**, "Shall the voters of the Town of Norwich issue...general obligation bonds...for capital improvements to implement the first phase of the elimination of fossil fuel use in town operations...."

- a. The Moderator reads Ballot Article 1, exactly as it appears on the 11 August ballot;
- b. The Moderator reminds members of the public that they may put their name on the list of persons wishing to speak using one of two methods:
 1. via computer - use the Zoom online 'chat feature' to give her/his name and locatable address and the topic (Article 1, 2, or 3) she or he wishes to address;
 2. via telephone - dial *9 on their phone to raise their virtual hand and *9 again after they have spoken to lower their hand. *(NOTE: persons viewing the meeting through CATV will not be able to participate in the meeting and should log into Zoom via computer or phone in order to address the meeting);*

(continued, next page)

Procedural Plan for Town of Norwich Special Meeting 10 August 2020

prepared 30 July by John Carroll, Moderator

revised 6 August

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- c. The Moderator invites the Selectboard to speak to the topic, Ballot Article 1.
- d. When the Selectboard has completed its presentation (approximately ten minutes), the Moderator opens the floor to public comment on the topic at hand, namely, *"Shall the voters of the Town of Norwich issue...general obligation bonds...for capital improvements to implement the first phase of the elimination of fossil fuel use in town operations.... "*
- e. The moderator reminds the members of the public of the ground-rules for speaking to the topic at hand.
- f. If members of the public pose questions of fact, the Moderator invites the Selectboard to respond.
- g. After the last of the public comments on the topic at hand, the Moderator declares the discussion of Special Meeting Article 2 to be closed.

At approximately 8:30 pm (depending upon how many persons wish to speak on Article 2): the Moderator introduces the third item of the Meeting's business, namely **Warning Article 3, "To transact any other business that may legally come before the Town of Norwich special meeting."**

- a. The Moderator explains that the Special Meeting may now consider any other topic, noting, however that any action or vote of the Meeting is not legally binding upon the Town.
- b. The Moderator reminds members of the public that they may put their name on the list of persons wishing to speak using one of two methods:
 - 1. via computer - use the Zoom online 'chat feature' to give her/his name and locatable address and the topic (Article 1, 2, or 3) she or he wishes to address;
 - 2. via telephone - dial *9 on their phone to raise their virtual hand and *9 again after they have spoken to lower their hand. *(NOTE: persons viewing the meeting through CATV will not be able to participate in the meeting and should log into Zoom via computer or phone in order to address the meeting);*
- c. The Moderator opens the floor to public comment on the topic at hand, namely, *"To transact any other business that may legally come before the Town of Norwich special meeting."*
- d. After the last of the public comments on the topic at hand, the Moderator declares the discussion of Special Meeting Article 3 to be closed.

At approximately 8:45 pm (depending upon how many persons wish to speak on Article 3):

- a. The Moderator acknowledges the Selectboard and the members of the public for their participation.
- b. The Moderator reminds members of the public of when and where they may vote the next day, Tuesday, 11 August.
- c. The Moderator entertains a motion to adjourn. When the motion to adjourn is made, duly seconded, and voted in the affirmative, the Moderator declares the Special Meeting adjourned.
- d. The Zoom Administrator terminates the Zoom meeting.

(continued, next page)

Procedural Plan for Town of Norwich Special Meeting 10 August 2020

prepared 30 July by John Carroll, Moderator

revised 6 August

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Note 1 There is possible public confusion between warning articles and ballot articles:

The WARNING OF SPECIAL MEETING AUGUST 10, 2020 posted in late June by the Selectboard enumerates three "Articles" to be considered in the Monday evening Meeting:

"Article 1 - Elect Town Officers for the balance of terms";

"Article 2 - Shall the voters of the Town of Norwich issue...general obligation bonds....";

"Article 3 - To transact any other business...."

However, the OFFICIAL BALLOT of the "Special Meeting August 11, 2020" (to be voted Tuesday) refers to "Article 1" as being "*Shall the voters of the Town of Norwich issue...general obligation bonds....*" — the same as "Article 2" on the Warning.

In other words, *the main topic of the Special Meeting* — the bond vote for energy improvements at Tracy Hall and elsewhere — is called Article 1 on the OFFICIAL BALLOT, and Article 2 on the WARNING OF SPECIAL MEETING. This seems needlessly confusing. Perhaps the drafting of these documents could be better coordinated in the future.

* * * * *

3

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: Jeffrey Lubell

Address: 23 Spring Pond Road, Norwich, VT

Day phone: 802-649-7230

Evening phone: 802-649-7230

E-mail: jefflubell@yahoo.com

Position Applied For: Alternate to Two Rivers Ottauquechee Regional Commn

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

Terms: 1

Years: 1

- 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 work full-time, so will need to schedule around my day job.

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

I have 20+ years experience working on affordable housing issues; I was director of the policy development division at HUD PD&R in DC and ran the Center for Housing Policy for seven years in DC.

- 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 am a member of the Planning Commission and Affordable Housing Subcommittee.

5. Education and Current Employment

Name of Company: Abt Associates

Location: Work from home

Title: Principal Associate

Describe your work:

I am Director of Housing and Community Initiatives. I conduct research and provide technical assistance on housing and community development issues

6. Pertinent Education and/or Experience:

20+ years working on housing policy and research; service on planning commission

JD, Harvard Law; AB, Harvard College.

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) No). If yes, please explain:

Comments:

Signature



Date

8/6/20

Herb Durfee

From: Herb Durfee
Sent: Friday, August 07, 2020 9:04 AM
To: 'Chris Katucki '
Cc: Miranda Bergmeier; claudette brochu; Roger Arnold; 'Frank, Jennifer'
Subject: RE: Town's policy regarding public notice of revisions to the Selectboard packet after it is issued

Hi, Chris. I'll have your e-mail (and this response) as part of the upcoming packet as Correspondence. I know that there's been discussion about your e-mail. I just can't recall if it was mentioned during the last meeting. I know Miranda and I talked about it, and we agreed to be more consistent about making a packet "addendum" rather than updating the existing packet info. Also, I believe Miranda had a conversation with one or two of the board members (maybe, Claudette and/or Roger?).

At any rate, any future info that has to be added to the packet will be accomplished as an addendum. Hope that's helpful. If the Board wants to add anything to that I'm sure they will during an upcoming meeting.

Sorry for any confusion regarding packets; not intended.

Herb
Herbert A. Durfee, III
Town Manager
Town of Norwich
PO Box 376
Norwich, VT 05055
802-649-1419 ext. 102
802-698-3000 (cell)
802-649-0123 (fax)

From: Chris Katucki [<mailto:kals95@startmail.com>]
Sent: Thursday, August 06, 2020 2:04 PM
To: Miranda Bergmeier
Cc: Miranda Bergmeier; Herb Durfee; claudette brochu; Roger Arnold
Subject: FW: Town's policy regarding public notice of revisions to the Selectboard packet after it is issued

Dear Selectboard members:

Thank you for the work you do for the Town.

I was disappointed that the Selectboard did not respond to my correspondence. With the thought that it was an oversight, I resubmit it below. Perhaps my direct question got lost in the email's verbiage.

Question: In Norwich, is the public entitled to notice if the Selectboard packet is revised after it is released?

I raise the question because I discovered that 16 pages were added to the June 10 Selectboard packet, after it was issued on Friday, June 5. No public notice was provided, even on the packet webpage. In this case, I discovered the revisions only after the meeting had taken place.

Thank you in advance for responding to my inquiry.

Sincerely
Christopher Katucki
47 Old Coach Road
Norwich, VT 05055

From: [Chris Katucki](#)
Sent: Wednesday, July 15, 2020 2:18 PM
To: selectboard@norwich.vt.us
Cc: [claudette brochu](#); [Roger Arnold](#); [Herb Durfee](#); [Miranda Bergmeier](#)
Subject: Town's policy regarding public notice of revisions to the Selectboard packet after it is issued

Dear Selectboard members:

Please treat this email as resident correspondence to the Norwich Selectboard.

This email is to raise a concern about notice to the public of revisions to the Selectboard packet after it is issued.

I recently discovered that 16 pages were added to the Selectboard packet for the June 10 Selectboard meeting, after it was issued on Friday, June 5. A number of pages were added, *at the earliest*, to the Selectboard packet the day before the meeting. To the extent I can determine, these pages were added to the packet without notice to the public via the listserv or Town email list. Moreover, no indication is on the [Selectboard Packets page of the website](#) that the packet was revised.

To me, changing the packet after it issues, without public notice, harms the public's trust in local government. In the past, the Town has issued an addendum to the Selectboard packet and then notifies the public. Is that practice, the policy? Or, is public notice of revisions, hit-or-miss? It strikes me as unfair to issue a packet and then make after-the-fact revisions, without telling anyone.

I encourage the Selectboard to make crystal clear a policy, whether formal or informal, that the public receive prompt notice of any and all revisions to the Selectboard packet.

Thank you in advance for considering my email.

Sincerely,

Christopher Katucki
47 Old Coach Road
Norwich, VT 05055

DRAFT Minutes of the Selectboard Special Meeting of
Sunday, July 19, 2020 at 3:00 pm



This meeting was conducted via teleconference using ZOOM, in order to maintain appropriate physical distance under COVID-19 precautions. Members present: Claudette Brochu, Chair; Roger Arnold, Vice Chair; Robert Gere; John Langhus; Mary Layton; and Herb Durfee, Town Manager.

Also participating: Cheryl Lindberg, Treasurer, Linda Cook.

1. **Approval of Agenda.** Upon calling the meeting to order at 3:00 pm, Brochu asked if there were any changes to the agenda. There were none.
2. **Public Comment.** No members of the public offered comment. Arnold, on behalf of the board, clarified why the Board packet contained two versions of the draft tax rate worksheet – one with the regional energy coordinator included and the other without. He explained there are some on-going issues with the establishment of the regional energy coordinator concerning the multi-town draft bylaws and their content as prepared by TRORC. As such, the Town is not yet satisfied with some outstanding questions, and, at this point, TRORC apparently opted to move forward with the position even without Norwich on-board. The Board's hope is that eventually there will be agreement by all parties involved.
3. **FY 2020-21 Tax Rate.** Given the clarification made by Arnold under Public Comment, the board agreed to proceed with the Tax Rate calculation inclusive of the regional energy coordinator amount authorized by voters at the March 2020 Town Meeting (\$30,670). At Brochu's prompt, Lindberg updated the Board that the anticipated offsetting revenue for the "Current Use Payment" will be slightly higher than what is in the worksheet – i.e., \$189,218 instead of \$187,117. There was general discussion about how that change would impact the tax rates for Homestead and Non-Residential taxpayers, and, ultimately, the Board agreed adopting the rates as presented as "not to exceed" rates with the proviso that the worksheet be amended to include the updated Current Use Payment and further that the resulting rates would be the actual rates used for preparing/printing tax bills. Cook asked and the Board confirmed that the worksheet being used was the one inclusive of the energy coordinator and that the updated Current Use Payment would be included in the final calculation. With no further discussion, Langhus moved (2nd Gere) to set the **FY21 Total Homestead Tax Rate at \$2.3594 (which equals the sum of the \$1.8185 School Homestead Rate, the \$0.5330 Town Tax Rate, inclusive of the Local Agreement Rate, and the \$0.0079 Windsor County Tax Rate) and the Total Non-Residential Tax Rate at \$2.2699 (which equals the sum of the \$1.7290 School Non-Residential Tax Rate, the \$0.5330 Town Tax Rate, inclusive of the Local Agreement Rate, and the \$0.0079 Windsor County Tax Rate), each rate being based on \$1,000 per assessed valuation, and with the proviso that the updated Current Use Payment amount be factored into the tax rate calculation worksheet whereby the tax rate outcome would be the actual rates used for the preparation and printing of property tax bills.** Durfee indicated he would include the tax rate calculation sheet as an attachment to the meeting minutes. There being no further discussion. By roll call, the **motion passed unanimously.**

[Town Manager's note for the record. When completing the revised calculation, according to the above motion (i.e., inclusive of the updated Current Use Payment, the ACTUAL Total Homestead Rate = \$2.3591 and the Total Non-Residential Rate = \$2.2696. The original, proposed tax rate calculation worksheet and the adopted tax rate calculation worksheet are both attached to the minutes herein.]

4. **Adjournment.** At 3:17 pm, Layton moved (2nd Langhus) to adjourn. By roll call, **motion passed unanimously.**

Meeting adjourned at 7:18 pm.

Respectfully submitted,
Herbert A. Durfee, III

Approved by the Selectboard on _____, 2020

Claudette Brochu
Selectboard Chair

FY 2021 Proposed Tax Rate Calculation 07/8/2020

Grand List				
4/1/2020 Town Grand List (established 7/15/20)	\$	754,034,992	Comcast	\$ 1,127,853
1%	\$	7,540,350	Town Exemptions	\$ 1,046,700

School (Rates Set by State)			
Homestead Tax Rate	\$	1.8185	
HGL Education Grand List	\$	3,782,215	
State Education Taxes	\$	6,877,958	
Non Residential Tax Rate			
NRGL Education Grand List	\$	3,772,973	1.7290
State Education Taxes	\$	6,523,471	
Total State Education Taxes	\$	13,401,429	

Local Agreement Taxes:		
Town Exemptions:		
Beaver Meadow Chapel	\$	133,900
Community Grange	\$	388,500
Norwich Fire District	\$	40,000
Root District Game Club	\$	208,700
		Non-resid.
Subtotal	\$	771,100
		\$ 13,332.32
Homestead:		
Veterans	\$	240,000
Energy	\$	35,600
Subtotal	\$	275,600
		Homestead
		\$ 5,011.79
Total	\$	1,046,700
		\$ 18,344.11

Total Town Budget w/o Articles	\$	4,441,173	\$	0.4693	\$	0.4482	4.70%
Voted Monetary Articles:							
Climate Emergency Designated Fund		40,000		0.0053			
Regional Energy Coordinator		30,670		0.0041			
Advance Transit		13,514		0.0018			
CATV		3,000		0.0004			
Cemetery Commission		20,000		0.0027			
The Family Place		6,000		0.0008			
Good Beginnings		3,000		0.0004			
Green Mountain Economic Development		1,659		0.0002			
Headrest		2,500		0.0003			
Norwich American Legion		1,500		0.0002			
Norwich Child Care Scholarship		4,348		0.0006			
Norwich Historical Society		8,000		0.0011			
Norwich Lion's Fireworks		3,000		0.0004			
Norwich Public Library Operating & Capital		288,600		0.0383			
Public Health Council of the Upper Valley		337		0.0000			
Senior Solutions		1,200		0.0002			
SEVCA		3,750		0.0005			
Special Needs Support Center		2,000		0.0003			
Upper Valley Trails Alliance		2,000		0.0003			
VT/NH Visiting Nurse		15,600		0.0021			
White River Council on Aging		5,300		0.0007			
Windsor County Mentors		1,000		0.0001			
WISE		2,500		0.0003			
Youth-in-Action		3,000		0.0004			
Total Monetary Articles	\$	462,478	\$	0.0613	\$	0.0583	5.20%
Total Town Expenditures	\$	4,903,651					

((Total Town Budget w/o Articles minus Total Offsetting Revenues) divided by 1% of the 4/1/2019 Town Grand List) minus \$0.0056 that the Selectboard approved at its July 10, 2019 meeting.
 ((\$4,271,793 - \$874,501)/\$7,485,633) - \$0.0056 = \$0.4482
LAST YEAR

Offsetting Revenues:							
Property Tax Fees and Interest		50,000					
Current Use Payment		187,117 189,213					
Permit and License Fees		7,250					
Intergovernmental Revenues		210,600					
Service Fees		383,365					
Public Safety Revenues		10,475					
Other Town Revenues w/o Interest from Banks		33,350					
Interest Earned from Banks		20,000					
Miscellaneous Revenues		500					
Total Offsetting Revenues	\$	802,657					

Amount to raise from Property Taxes w/o Local Agreement	\$	4,000,994	\$	0.5306	\$	0.5065	4.76%
Town Tax Rate							
Local Agreement Taxes	\$	18,344	\$	0.0024	\$	0.0024	
Total Town Tax Rate	\$		\$	0.5330	\$	0.5089	4.74%
Grand Total to be raised in Property Taxes	\$	4,019,338					

Summary				
		FY21	FY20	% Change
School Homestead Tax Rate	\$	1.8185	1.8068	0.65%
School Non Residential Tax Rate		1.7290	1.625	6.40%
Town Tax Rate (With Local Agreement Rate)	\$	0.5330	0.5090	4.72%
Windsor County Rate		0.0079	0.0075	4.83%
Total Homestead Tax Rate		2.3594	2.3233	1.55%
Total Non Residential Tax Rate		2.2699	2.1415	6.00%

Windsor Co. Amount
 \$ 59,283.00

(Taxable properties only - State and Non-tax status properties are not listed below)

REAL ESTATE Category/Code	Parcel Count	Municipal Listed Value	Homestead Ed Listed Value	Non-Resi Ed. Listed Value	Total Education Listed Value
Residential I R1	818	352,394,400	202,646,230	149,748,170	352,394,400
Residential II R2	494	341,219,500	179,969,005	161,250,495	341,219,500
Mobile Homes-U MHU	2	5,700	0	5,700	5,700
Mobile Homes-L MHL	12	1,970,000	609,500	1,360,500	1,970,000
Seasonal I S1	4	427,100	0	427,100	427,100
Seasonal II S2	12	3,279,700	0	3,279,700	3,279,700
Commercial C	45	32,793,800	0	32,793,800	32,793,800
Commercial Apts CA	7	7,038,500	0	7,038,500	7,038,500
Industrial I	0	0	0	0	0
Utilities-E UE	3	11,330,800	0	11,330,800	11,330,800
Utilities-O UO	1	141,800	0	141,800	141,800
Farm F	10	9,229,000	4,191,761	5,037,239	9,229,000
Other O	27	7,520,400	3,533,400	3,987,000	7,520,400
Woodland W	0	0	0	0	0
Miscellaneous M	131	24,666,900	0	24,666,900	24,666,900
TOTAL LISTED REAL	1,566	792,017,600	390,949,896	401,067,704	792,017,600
P.P. Cable	1	1,127,853		1,127,853	1,127,853
P.P. Equipment	0	0			
P.P. Inventory	0	0			
TOTAL LISTED P.P.	1	1,127,853		1,127,853	1,127,853
TOTAL LISTED VALUE		793,145,453	390,949,896	402,195,557	793,145,453
EXEMPTIONS					
Veterans 10K	6/6	60,000	40,000	20,000	60,000
Veterans >10K		180,000			
Total Veterans		240,000	40,000	20,000	60,000
P.P. Contracts	1	1,127,853			
Contract Apprv VEPC	0/0	0	0	0	0
Grandfathered	0/0	0	0	0	0
Non-Apprv(voted)	8/8	806,700			
Owner Pays Ed Tax	0/0	0			
Total Contracts	9/8	1,934,553	0	0	0
FarmStab Apprv VEPC	0/0	0	0	0	0
Farm Grandfathered	0/0	0	0	0	0
Non-Apprv(voted)	0/0	0			
Owner Pays Ed Tax	0/0	0			
Total FarmStabContr	0/0	0	0	0	0
Current Use	153/153	36,935,908	12,688,400	24,247,508	36,935,908
Special Exemptions	2		0	630,700	630,700
Partial Statutory	0/0	0	0	0	0
Sub-total Exemptions		39,110,461	12,728,400	24,898,208	37,626,608
Total Exemptions		39,110,461	12,728,400	24,898,208	37,626,608
TOTAL MUNICIPAL GRAND LIST		7,540,349.92			
TOTAL EDUCATION GRAND LIST			3,782,214.96	3,772,973.49	7,555,188.45
NON-TAX 56 NON-TAX PARCELS ARE NOT INCLUDED ON THE 411					

FY 2021 as ADOPTED Tax Rate Calculation 07/19/2020 - With Updated "Current Use Payment" Figure - 07/19/2020

Grand List				
4/1/2020 Town Grand List (established 7/15/20)	\$	754,034,992	Comcast	\$ 1,127,853
1%	\$	7,540,350	Town Exemptions	\$ 1,046,700

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Total State Education Taxes	\$	13,401,429	

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Community Grange	\$	388,500
Norwich Fire District	\$	40,000
Root District Game Club	\$	208,700
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Subtotal	\$	771,100
		\$ 13,332.32
Homestead:		
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Energy	\$	35,600
Subtotal	\$	275,600
		Homestead
		\$ 5,011.79
Total	\$	1,046,700
		\$ 18,344.11

Total Town Budget w/o Articles	\$	4,441,173	FY21	\$	0.4690	FY20	\$	0.4482	4.64%
Voted Monetary Articles:									
Climate Emergency Designated Fund		40,000			0.0053				
Regional Energy Coordinator		30,670			0.0041				
Advance Transit		13,514			0.0018				
CATV		3,000			0.0004				
Cemetery Commission		20,000			0.0027				
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Senior Solutions		1,200			0.0002				
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Total Town Expenditures	\$	4,903,651							
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Current Use Payment (Adjusted during Board meeting 7/19/20)		189,218							
Permit and License Fees		7,250							
Intergovernmental Revenues		210,600							
Service Fees		383,365							
Public Safety Revenues		10,475							
Other Town Revenues w/o Interest from Banks		33,350							
Interest Earned from Banks		20,000							
Miscellaneous Revenues		500							
Total Offsetting Revenues	\$	904,758							
Amount to raise from Property Taxes w/o Local Agreement	\$	3,998,893	\$	0.5303	\$	0.5065	4.71%		
Town Tax Rate									
Local Agreement Taxes	\$	18,344	\$	0.0024	\$	0.0024			
Total Town Tax Rate	\$		\$	0.5328	\$	0.5089	4.69%		
Grand Total to be raised in Property Taxes	\$	4,017,237							

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Summary			
	FY21	FY20	% Change
School Homestead Tax Rate	\$ 1.8185	1.8068	0.65%
School Non Residential Tax Rate	1.7290	1.625	6.40%
Town Tax Rate (With Local Agreement Rate)	\$ 0.5328	0.5090	4.67%
Windsor County Rate	0.0079	0.0075	4.83%
Total Homestead Tax Rate	2.3591	2.3233	1.54%
Total Non Residential Tax Rate	2.2696	2.1415	5.98%

Windsor Co. Amount
 \$ 59,283.00

DRAFT Minutes of the Selectboard Meeting of
Wednesday, July 22, 2020 at 6:30 pm

3

This meeting was conducted via teleconference using ZOOM, in order to maintain appropriate physical distance under COVID-19 precautions. Members present: Claudette Brochu, Chair; Roger Arnold, Vice Chair; Robert Gere; John Langhus; Mary Layton; Herb Durfee, Town Manager; Miranda Bergmeier, Assistant to the Town Manager.

There were about 14 people in the audience.

Also participating: Kris Clement, Cheryl Lindberg, Laura Stone & JB McCarthy (VTrans), Pam Smith, Linda Cook, Police Chief Jennifer Frank, Jeff Goodrich, Emmanuel Tesone, Libby Chamberlin, Planning Director Rod Francis.

1. Approval of Agenda. Selectboard (SB) members agreed to proceed with the agenda as drafted.
2. Public Comment. Kris Clement read aloud her written statement regarding her concerns about two emails from John Langhus; Clement also read aloud the emails at issue. Clement's statement and accompanying copies of emails will be included in the next SB packet as correspondence. John Langhus said that he thinks the emails speak for themselves and he stands by what he wrote. Cheryl Lindberg said that the Listers have lodged the Grand List last Wednesday. The new Grand List will be posted on the town website in the next several days.
3. Regional Concerns Meeting – VTrans – re: I-91 Bridge over Rte. 10A. Laura Stone, of VTrans, presented the slides contained in the SB packet. Stone explained that the substructure of the I-91 bridge/overpass is in poor condition and needs work, which will affect traffic. This work will begin in 2023 and will be a rehabilitation of the bridge. They will reroute I-91 traffic using crossovers. VT Rte. 10A will be intermittently closed for about 4 hours at a time during construction, as needed. Brochu asked about the I-91 onramp and where it might be relocated. Stone said there will be no lead remediation necessary. Stone said she's not sure if there has ever been any major repair work done on this bridge since its construction. Durfee asked if they will be doing night work requiring lighting. JB McCarthy, of VTrans, said there may be, but they will confer with the town before doing so; it will depend on what the contractor bids. Durfee suggested that there be no Rte. 10A closures during the AM or PM rush hours. Police Chief Jennifer Frank said the Ledyard Bridge work is slated to begin close to the same time as the I-91 work, so they will want to coordinate with NH DOT.
4. Consent Agenda. Langhus said he wants to discuss the attack on him regarding conflict of interest. Langhus **moved** (2nd Layton) to approve the consent agenda, with the exception of correspondence from Doug Wilberding. **Motion passed unanimously.** Langhus said that he has no actual conflict of interest, despite what was suggested by Wilberding. Langhus said he recused himself during any SB discussion concerning Norwich Technologies, his former employer. Arnold said he is not pleased about the tenor of the discussion on this subject. Layton said she would like to have open public discussions about substantive topics, but it is not helpful to have personal attacks put into the public discourse. Jeff Goodrich said he doesn't see any conflicts of interest in Langhus's work. Langhus **moved** (2nd Layton) to accept correspondence from Doug Wilberding. **Motion passed unanimously.**
5. 1. Appointments – Finance Committee. Emmanuel Tesone said he has been on the Finance Committee (FC) for 2 years and has extensive experience in finance. Tesone wants to continue on the FC because he feels he can best contribute to the town in this way. Tesone said he thinks there

is a lot of expertise on the FC that could help the town. He'd like the FC to opine on more town issues, such as budget preparation. Cheryl Lindberg said that she thinks does good work on the Finance Committee. Layton **moved** (2nd Langhus) to appoint Emmanuel Tesone to the Finance Committee for a 3-year term to expire on June 30, 2023. **Motion passed unanimously.** Libby Chamberlin said she would like to be appointed to the FC. She has just finished her graduate degree in Washington, DC and is now back home in Norwich. Chamberlin may need to relocate because she's doing a job search and will adjust her FC involvement as necessary. Chamberlin said she is currently living in Norwich. Langhus **moved** (2nd Gere) to appoint Libby Chamberlin to the Finance Committee for a 3-year term to expire on June 30, 2023. **Motion passed unanimously.**

2. Appointments – TRORC Rep. Rod Francis applied to continue as the Norwich TRORC rep. Langhus asked how Francis's status as Norwich staff has affected his service as TRORC rep. Francis said there's been no time he's had to consult with Durfee on TRORC matters. Langhus asked if TRORC staff ever consulted Francis about the Regional Energy Coordinator position. Francis said no, they hadn't. Goodrich said he would prefer that a town resident serve as the TRORC re. Langhus **moved** (2nd Gere) to appoint Rod Francis as the Norwich representative to the TRORC for a 1-year term to expire on April 30, 2021. **Motion passed unanimously.**

3. Appointments – Development Review Board. Langhus **moved** (2nd Gere) to appoint Matthew William Stuart as alternate to the Development Review Board for a 3-year term to expire on April 30, 2023. **Motion passed unanimously.**

6. Special Town Meeting Informational Meeting. Brochu said the informational meeting is not about the primary, but about the Town Meeting articles. CATV will host and simulcast and John Carroll is moderator. Brochu would want any computer presentation to show only the text of the proposed article being voted on. Langhus said he doesn't see the utility of showing the article text. Layton said she wants to keep it simple and likes Brochu's idea. Arnold asked if the SB has any obligation to correct misinformation. Durfee said the SB can decide how to proceed on that issue. Brochu said John Carroll told her he would be open as moderator to allow the Energy Committee to make a brief 5-10 minute presentation and to allow the opposition to make their own 5-10 minute presentation. Brochu also relayed the announcement that drive-through voting will happen at the Norwich Transfer Station at 24 New Boston Road from 7:00 am – 7:00 pm on August 11, 2020.

7. Regional Energy Coordinator (REC) Update. Langhus gave a brief recap of the 7/8 SB meeting discussion and action, which was that the SB chose not to sign the REC agreement. Langhus was asked to relay the SB's concerns to Peter Gregory at TRORC; Langhus did so. Langhus received a reply from Gregory to say they would make no change in the contract and that TRORC had decided to proceed with the REC without Norwich. Durfee said that originally the REC was to be a collaborative project. Arnold asked if Francis or Durfee saw any communication failure by Norwich. Francis said the beginning of the REC process involved him, but when Langhus was appointed as liaison, Francis stepped away from the process. SB members agreed the Norwich remains open to an REC opportunity, if such opportunity presents itself.

8. 1. Tax Collection Policy. After brief discussion, Layton **moved** (2nd Langhus) to adopt the Tax Collection Policy as presented. **Motion passed unanimously.**

2. Policy on Posting of Police Standards. Arnold introduced the topic and Police Chief Jennifer Frank said that the word "key" should be added to directives and standard operating procedures in order to protect certain sensitive information. Gere asked Frank if she thinks there has been enough communication and consultation with the Norwich Police Department (NPD). Frank said yes, after initial difficulties. Gere asked if Frank feels there is any animus from the SB toward the NPD. Frank said she tries not to assume others' feelings and motivations. Langhus said this policy is a good idea;

it is important to provide as much information to the public as possible. Arnold **moved** (2nd Langhus) to adopt the Policy on Posting of Police Standards, Procedure and Key Department Directives with the deletion of the local training standards. **Motion passed unanimously.**

9. June 2020 Revenue/Expense Report. Durfee said the June financials are in the packet. The normalized FY20 status is 101.59% of projected revenue and 95.38% of expenditures. We are looking to close FY20 by the end of July.

10. Town Manager Report. Durfee said the Finance Director interview team agreed that no one candidate is ideal for hiring. The choices now are to either re-open the search or to engage a contracted part-time Finance Director and retain Becky Grammer as a full-time employee, as well. SB members agreed to take up the issue at their next meeting, and Durfee will provide them with written synopsis and recommendations for action. Durfee said that the tax bills were mailed out today. Union negotiations have resulted in a handshake agreement and the union members must now vote on the proposed contract. The Brown Schoolhouse road bridge project is now starting work. Norwich is at 4.4% unemployment rate. The Public Safety Building generator went out to bid and we are working on fixing the other town generators. The fee schedule can be discussed at a future meeting. Brochu asked whether the Beaver Meadow scoping grant money has been approved and also the Rte. 132 box culvert grant; Durfee said yes, the state has approved the expenditures.

11. 1. DPW Funding Requests - Paving Contract. Layton **moved** (2nd Gere) to authorize the expenditure of up to \$132,030.30 for road paving and to authorize the Town Manager to execute a contract with Pike Industries to complete that work. **Motion approved unanimously.**

2. DPW Funding Requests – Dust Control. Layton **moved** (2nd Langhus) to authorize the purchase of dust control product and lease related equipment from Innovative Surface Solutions, as a sole source provider for FYE2021, due to the offline tanker truck. Durfee said our tanker truck is out of commission, so we want to be able to use the same supplier, per usual, and to rent from that supplier the equipment needed to apply the dust control product. Langhus said he is reluctant to do sole source contracts, but this is a special circumstance because the truck is broken. Langhus asked if maybe another town could rent to us equipment to apply the dust control. Durfee suggested, and SB members agreed, to table this matter for the next SB meeting, after getting information from DPW Director about the possibility of using another town's equipment.

12. Executive Session to Discuss Town Manager Evaluation. Layton **moved** (2nd Langhus) to enter executive session under VSA §313(a)(3) to discuss the Town Manager evaluation. **Motion passed unanimously.** The SB entered executive session at 9:27 pm.

Layton **moved** (2nd Langhus) to enter public session. **Motion passed unanimously.** The SB entered public session at 10:40 pm.

13. Adjournment. Layton **moved** (2nd Gere) to adjourn. **Motion passed unanimously.**

Meeting adjourned at 10:41 pm.

By Miranda Bergmeier

Approved by the Selectboard on _____, 2020

Claudette Brochu

Selectboard Chair

Next Meeting – August 12, 2020 – Meeting at 6:30

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

08/07/20
01:33 pm

Town of Norwich Accounts Payable
Check Warrant Report # 21-03 Current Prior Next FY Invoices For Fund (General)
All Invoices For Check Acct 03 (General) 08/12/20 To 08/12/20

3

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
ROBERT HA	07/22/20	finance contract help	56100675	01-5-200112.00 FINL ASSISTANT WAGE	2428.12	9246	08/12/20
ROBERT HA	07/30/20	Finance contract help	56136161	01-5-200112.00 FINL ASSISTANT WAGE	2773.53	9246	08/12/20
ROBERT HA	08/04/20	Finance contract help	56149898	01-5-200112.00 FINL ASSISTANT WAGE	2258.54	9246	08/12/20
MOORAD	07/27/20	Yrly shoe replacement		01-5-704311.00 SHOES UNIFORMS	99.99	-----	--/--/--
ADKINS	07/15/20	Records	249873	01-5-100610.00 OFFICE SUPPLIES	705.00	9247	08/12/20
ADVANCE	07/17/20	Trk 13	1090	01-5-703403.00 PARTS & SUPPLIES	95.39	9248	08/12/20
ADVANCE	07/20/20	Trk 13	1129	01-5-703403.00 PARTS & SUPPLIES	56.19	9248	08/12/20
ADVANCE	07/22/20	shop	1220	01-5-703507.00 SUPPLIES	19.26	9248	08/12/20
ADVANCE	07/14/20	shop tool	3191	01-5-703513.00 TOOLS	119.09	9248	08/12/20
ADVANCE	07/06/20	Generator repair	4883	01-5-575620.00 EMERG GEN MAINT	82.01	9248	08/12/20
ADVANCE	08/06/20	TH generator	6227	01-5-706109.00 BUILDING SUPPLIES	44.12	9248	08/12/20
ADVANCE	07/16/20	Trk 9	6925	01-5-703403.00 PARTS & SUPPLIES	45.98	9248	08/12/20
ADVANCE	07/20/20	Trk 13 core return	7067	01-5-703403.00 PARTS & SUPPLIES	-15.00	9248	08/12/20
ADVANCE	07/21/20	TH generator battery	7085	01-5-706113.00 REPAIRS & MAINTENANCE	388.98	9248	08/12/20
PALMAL	08/06/20	rec supplies		01-5-425211.00 REC CAMP EQUIPMENT	83.79	9249	08/12/20
ANYTIME	07/16/20	cleaning wkly 7/8 & 7/16	968607	01-5-485304.00 CLEANING	360.00	9250	08/12/20
BAYSTATE	08/01/20	Aug elevator main	539215	01-5-706107.00 ELEVATOR MAINTENANCE	270.40	-----	--/--/--
GRAMBE	07/17/20	envelopes for tax bills		01-5-200610.00 ENVELOPES OFFICE SUPPLIES	47.60	9251	08/12/20
GRAMBE	07/20/20	Tax bills - paper insert		01-5-200610.00 WALMART-1 OFFICE SUPPLIES	57.88	9251	08/12/20
BCBS	07/01/20	Aug 2020 coverage	108552800	01-5-703123.00 HEALTH INSUR	7685.22	9252	08/12/20
BCBS	07/01/20	Aug 2020 coverage	108552800	01-5-005123.00 HEALTH INSUR	3928.10	9252	08/12/20
BCBS	07/01/20	Aug 2020 coverage	108552800	01-5-500123.00 HEALTH INS	5020.32	9252	08/12/20
BCBS	07/01/20	Aug 2020 coverage	108552800	01-5-704123.00 HEALTH INSURANCE	2624.29	9252	08/12/20
BCBS	07/01/20	Aug 2020 coverage	108552800	01-5-350123.00 HEALTH INS	1555.20	9252	08/12/20
BCBS	07/01/20	Aug 2020 coverage	108552800	01-5-100123.00 HEALTH INS	2605.23	9252	08/12/20

Vendor	Invoice Description	Invoice Date	Invoice Number	Account	Amount Paid	Check Number	Check Date
BCBS	BLUE CROSS/BLUE SHIELD OF	07/01/20	Aug 2020 coverage 108552800	01-5-425123.00 HEALTH INS	2529.37	9252	08/12/20
BCBS	BLUE CROSS/BLUE SHIELD OF	07/01/20	Aug 2020 coverage 108552800	01-5-555123.00 HEALTH INSURANCE	1811.75	9252	08/12/20
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425350.10 VT Recreation Restart Gra	41.10	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425211.00 EQUIPMENT	25.52	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425211.00 EQUIPMENT	11.48	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425350.10 VT Recreation Restart Gra	518.44	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425350.10 VT Recreation Restart Gra	35.50	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425211.00 EQUIPMENT	17.00	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425350.10 VT Recreation Restart Gra	106.00	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425350.10 VT Recreation Restart Gra	145.93	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425211.00 EQUIPMENT	19.96	-----	--/--/--
SWENBR	BRIE SWENSON	08/06/20	Restart & rec CAMP REC	01-5-425211.00 EQUIPMENT	82.28	-----	--/--/--
BUSINESS	BUSINESS CARD	07/16/20	Wayfair - PD 3110551211	01-5-500202.00 COMMUNITY RELATNS	63.59	9253	08/12/20
BUSINESS	BUSINESS CARD	07/23/20	TM - Adobe signature ADOBE SIGN	01-5-005610.00 OFFICE SUPPLIES	119.88	9253	08/12/20
BUSINESS	BUSINESS CARD	07/17/20	for MAHHC FINGERPRINT	01-5-425350.00 MAHHC Prevention Grant	130.72	9253	08/12/20
BUSINESS	BUSINESS CARD	07/21/20	stamps for ballots STAMPS - 4	01-5-050538.00 POSTAGE	490.00	9253	08/12/20
BUSINESS	BUSINESS CARD	07/17/20	Stamps for tax bills/inse STAMPS - 7	01-5-275538.00 POSTAGE	2255.00	9253	08/12/20
BUSINESS	BUSINESS CARD	07/31/20	Stamps for ballots STAMPS -1	01-5-050538.00 POSTAGE	70.00	9253	08/12/20
BUSINESS	BUSINESS CARD	07/27/20	stamps for ballots STAMPS -2	01-5-050538.00 POSTAGE	35.00	9253	08/12/20
BUSINESS	BUSINESS CARD	07/30/20	Stamps for ballots STAMPS -3	01-5-050538.00 POSTAGE	126.00	9253	08/12/20
BUSINESS	BUSINESS CARD	07/24/20	stamps for ballots STAMPS -5	01-5-050538.00 POSTAGE	70.00	9253	08/12/20
BUSINESS	BUSINESS CARD	07/16/20	stamps for ballots STAMPS 6	01-5-050538.00 POSTAGE	392.50	9253	08/12/20
BUSINESS	BUSINESS CARD	07/16/20	Zoom increase of particip ZOOM	01-5-005610.00 OFFICE SUPPLIES	7.07	9253	08/12/20
EYEMED	COMBINED INSURANCE CO OF	08/01/20	Aug eye ins 164426771	01-2-001126.00 VISION SERV PLAN-PAYROLL	154.32	9254	08/12/20
COMCAST	COMCAST	07/20/20	phone DPW JUL 2020	01-5-703505.00 TELEPHONE	114.14	9255	08/12/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
COTT	08/01/20	Monthly fee 135390	01-5-100613.00 SOFTWARE	260.00	-----	--/--/--
CRYSTAL	07/23/20	26 New Boston Rd 072120	01-5-703507.00 SUPPLIES	12.00	-----	--/--/--
CRYSTAL	07/21/20	24 New Boston Rd 72120	01-5-705500.00 PURCHASED SERVICES	12.00	-----	--/--/--
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-500125.00 DELTA DENTAL	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-555126.00 DENTAL INSURANCE	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-500125.00 DELTA DENTAL	37.19	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-704125.00 DENTAL INSURANCE	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-703125.00 DENTAL INSURANCE	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-703125.00 DENTAL INSURANCE	37.19	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-100125.00 DENTAL INSURANCE	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-704125.00 DENTAL INSURANCE	37.19	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-100125.00 DENTAL INSURANCE	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-703125.00 DENTAL INSURANCE	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-703125.00 DENTAL INSURANCE	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-005125.00 DENTAL INSURANCE	123.75	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-350125.00 DENTAL INSURANCE	37.19	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-500125.00 DELTA DENTAL	70.01	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-703125.00 DENTAL INSURANCE	37.19	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-425125.00 DENTAL INSURANCE	123.75	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-703125.00 DENTAL INSURANCE	37.19	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-500125.00 DELTA DENTAL	37.19	9256	08/12/20
DELTA DEN	08/01/20	Dental for Aug 2020 AUG 2020	01-5-500125.00 DELTA DENTAL	37.19	9256	08/12/20
EVANSMOTO	07/01/20	Diesel 325 gal 9769	01-5-703405.00 PETROLEUM PRODUCTS	493.32	-----	--/--/--
EVANSMOTO	07/16/20	B & G CL04653	01-5-704405.00 PETROLEUM PRODUCTS	96.87	-----	--/--/--
EVANSMOTO	07/23/20	B & G CL04653-1	01-5-704405.00 PETROLEUM PRODUCTS	67.45	-----	--/--/--

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
FIRSTLIGH	07/15/20	FIRSTLIGHT FIBER phone 7524731	01-5-200531.00 TELEPHONE	28.54	9257	08/12/20
FOGGS	07/24/20	FOGG'S HARDWARE AND BUILD FD supplies 1193	01-5-555422.00 FIRE TOOLS & EQUIPMENT	36.97	9258	08/12/20
FOGGS	07/07/20	FOGG'S HARDWARE AND BUILD FD 141	01-5-555630.00 OFFICE SUPPLIES	6.99	9258	08/12/20
FOGGS	08/05/20	FOGG'S HARDWARE AND BUILD tool 1942	01-5-703513.00 TOOLS	6.78	9258	08/12/20
FREIGHTNH	07/22/20	FREIGHTLINER OF NEW HAMPS Trk 8 LP308845	01-5-703403.00 PARTS & SUPPLIES	63.34	9259	08/12/20
GREAT	12/15/18	GREATER GOOD MEDIA NT holiday 2018 Cons Comm NT18-433	01-5-650625.00 PUBLICITY	250.00	9260	08/12/20
GREAT	03/18/19	GREATER GOOD MEDIA NT spring 2019 Conser Com NT19-167	01-5-650625.00 PUBLICITY	250.00	9260	08/12/20
GMPC	07/27/20	GREEN MOUNTAIN POWER CORP Main St Tower JULY #1	01-5-575233.00 TOWER POWER	0.32	9261	08/12/20
GMPC	07/29/20	GREEN MOUNTAIN POWER CORP Street lights JULY #2	01-5-703307.00 STREETLIGHTS	1032.42	9261	08/12/20
GMPC	07/24/20	GREEN MOUNTAIN POWER CORP Main St P7 sign JULY #3	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	27.26	9261	08/12/20
GMPC	07/16/20	GREEN MOUNTAIN POWER CORP Academy Rd Lights JULY #4	01-5-703307.00 STREETLIGHTS	37.53	9261	08/12/20
GUVSMD	07/01/20	GRTR UPPR VLLY SOLID WAST 1/2 of yr membership AS-2021-3	01-5-705301.00 GUVSMD ASSESSMENT	18777.00	9262	08/12/20
HAUN	08/01/20	HAUN WELDING SUPPLY, INC. July 2020 rental V124956	01-5-703507.00 SUPPLIES	22.40	-----	---/---/---
JOESEQUIP	07/16/20	JOE'S EQUIPMENT SEV. INC. B & G 1-127654	01-5-704405.00 PETROLEUM PRODUCTS	10.95	-----	---/---/---
JOESEQUIP	07/16/20	JOE'S EQUIPMENT SEV. INC. B & G 1-127654	01-5-703405.00 PETROLEUM PRODUCTS	10.95	-----	---/---/---
K&R	08/01/20	K & R PORTABLE RESTROOM S porta potty - rec 16582	01-5-425326.00 PORTABLE TOILET	285.00	9263	08/12/20
LEBFORD	07/21/20	LEBANON FORD Trk 12 79017	01-5-704403.00 PARTS & SUPPLIES	77.64	9264	08/12/20
LINCOLN	07/21/20	LINCOLN FINANCIAL GROUP Aug 2020 coverage AUG 2020	01-5-555124.00 DISABILITY/LIFE INSURANCE	62.81	-----	---/---/---
LINCOLN	07/21/20	LINCOLN FINANCIAL GROUP Aug 2020 coverage AUG 2020	01-5-703124.00 DISABILITY/LIFE	330.54	-----	---/---/---
LINCOLN	07/21/20	LINCOLN FINANCIAL GROUP Aug 2020 coverage AUG 2020	01-5-350124.00 DISABILITY/LIFE INS	67.62	-----	---/---/---
LINCOLN	07/21/20	LINCOLN FINANCIAL GROUP Aug 2020 coverage AUG 2020	01-5-500124.00 DISABILITY/LIFE INS	212.59	-----	---/---/---
LINCOLN	07/21/20	LINCOLN FINANCIAL GROUP Aug 2020 coverage AUG 2020	01-5-704124.00 DISABILITY/LIFE	87.10	-----	---/---/---
LINCOLN	07/21/20	LINCOLN FINANCIAL GROUP Aug 2020 coverage AUG 2020	01-5-425124.00 DISABILITY/LIFE INSUR	64.58	-----	---/---/---
LINCOLN	07/21/20	LINCOLN FINANCIAL GROUP Aug 2020 coverage AUG 2020	01-5-100124.00 DISABILITY/LIFE INS	105.11	-----	---/---/---
LINCOLN	07/21/20	LINCOLN FINANCIAL GROUP Aug 2020 coverage AUG 2020	01-5-005124.00 DISABILITY/LIFE INSUR	129.77	-----	---/---/---

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
MASCOMA	07/31/20	MASCOMA SAVINGS BANK 1st pmy on 5 yr loan 5 YR LOAN 1	01-2-003017.00 MSB 5 YEAR LOAN	55817.09	9265	08/12/20
MAYER	07/31/20	MAYER & MAYER July employee deduct JULY 2020	01-2-001120.00 EMPLOYEE JUDGEMENT ORDER	50.00	9266	08/12/20
MCNEIL	06/30/20	MCNEIL, LEDDY & SHEAHAN, Prof serv 33999	01-5-005300.00 PROFESS SERV	2520.00	9267	08/12/20
NEMRC	06/27/20	NEW ENGLAND MUNI RESOURCE TC - surveys 45943	01-5-100341.00 RECORD RESTORATION	540.75	9268	08/12/20
NEMRC	07/21/20	NEW ENGLAND MUNI RESOURCE Finance contract help 46233	01-5-200112.10 FINANCE OFFICER WAGE	269.50	9268	08/12/20
PBA	07/31/20	NEW ENGLAND PBA, INC July union dues JULY 2020	01-2-001117.00 UNION DUES PAYABLE	460.00	-----	---/--/--
NRRA	07/17/20	NORTHEAST RESOURCE RECOVER TS - recycle 020-74047	01-5-705305.00 RECYCLING	317.45	9269	08/12/20
NORWICHCC	06/04/20	NORWICH CONGREGATIONAL CH materials for MAHHC grant FOGGS	01-5-425350.00 MAHHC Prevention Grant	141.91	9270	08/12/20
PIKE	07/17/20	PIKE INDUSTRIES INC Gravel 1089176	01-5-703207.00 GRAVEL & STONE	633.32	-----	---/--/--
PIKE	07/24/20	PIKE INDUSTRIES INC gravel 1090159	01-5-703207.00 GRAVEL & STONE	638.01	-----	---/--/--
PIKE	08/04/20	PIKE INDUSTRIES INC gravel 1092253	01-5-703207.00 GRAVEL & STONE	636.03	-----	---/--/--
SABIL	07/28/20	SABIL & SONS INC 2008 Dodge Ram inspection 88365	01-5-703401.00 OUTSIDE REPAIRS	75.00	9271	08/12/20
SANEL	06/23/20	SANEL AUTO PARTS INC FD- repair 60445	01-5-555528.00 FIRE TRK R & M	38.98	9272	08/12/20
SOUTHWORTH	07/16/20	SOUTHWORTH-MILTON, INC. Cat oil 1995910	01-5-703405.00 PETROLEUM PRODUCTS	657.94	9273	08/12/20
POWESP	07/20/20	SPENCER POWERS, LLC 6/22, 7/6, 7/20 mowing 1170	01-5-675500.00 PURCHASED SERVICE	1666.66	9274	08/12/20
POWESP	07/20/20	SPENCER POWERS, LLC 6/22, 7/6, 7/20 mowing 1170	01-5-675500.00 PURCHASED SERVICE	1666.66	9274	08/12/20
POWESP	07/20/20	SPENCER POWERS, LLC 6/22, 7/6, 7/20 mowing 1170	01-5-675500.00 PURCHASED SERVICE	1666.66	9274	08/12/20
STAPLES.	07/10/20	STAPLES CREDIT PLAN PD & TC BATTERIES	01-5-485302.00 REPAIRS & MAINTENANCE	10.99	9275	08/12/20
STAPLES.	07/10/20	STAPLES CREDIT PLAN PD & TC BATTERIES	01-5-050610.00 OFFICE SUPPLIES	28.49	9275	08/12/20
STATELINE	07/08/20	STATELINE SPORTS, LLC Rec - baseballs 5408	01-5-425211.00 EQUIPMENT	150.00	9276	08/12/20
TARRANT	07/31/20	TARRANT, GILLIES & RICHA Prof ser 14060	01-5-005300.00 PROFESS SERV	506.66	9277	08/12/20
HARTFORD	06/30/20	TOWN OF HARTFORD June 2020 broadband 11041	01-5-500535.00 VIBRS	115.31	-----	---/--/--
HARTFORD	07/15/20	TOWN OF HARTFORD Qtrly dispatch for PD 11043	01-5-500536.00 DISPATCH SERVICES	5607.59	-----	---/--/--
HARTFORD	07/15/20	TOWN OF HARTFORD Qtrly dispatch for PD 11043	01-5-500536.00 DISPATCH SERVICES	5607.58	-----	---/--/--
HARTFORD	07/15/20	TOWN OF HARTFORD Qtrly dispatch for PD 11043	01-5-500536.00 DISPATCH SERVICES	5607.58	-----	---/--/--

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
HAYES TR	08/06/20	TRACEY HAYES MAHHC supplies MAHHC	01-5-425350.00 MAHHC Prevention Grant	541.90	9278	08/12/20
UNIFIRST	07/20/20	UNIFIRST CORPORATION uniform 35 4503505	01-5-703507.00 SUPPLIES	86.81	-----	---/---/---
UNIFIRST	07/20/20	UNIFIRST CORPORATION uniform 35 4503505	01-5-703311.00 UNIFORMS	234.80	-----	---/---/---
UNIFIRST	07/20/20	UNIFIRST CORPORATION uniforms 35 4503812	01-5-704311.00 UNIFORMS	76.78	-----	---/---/---
UNITED AG	06/29/20	UNITED AG & TURF NE, LLC DPW - parts P44559	01-5-704403.00 PARTS & SUPPLIES	442.96	9279	08/12/20
UVRESA	06/11/20	UPPER VALLEY REGIONL EMER Actie 911 serivce - FD 379	01-5-555632.00 DISPATCH SERVICE	324.00	9280	08/12/20
UVTRAILS	08/06/20	UPPER VALLEY TRAILS ALLIA Trail steward camp TRAILS - REC	01-5-425200.00 INSTRUCTOR FEE	735.00	9281	08/12/20
VALLEYNEW	07/01/20	VALLEY NEWS Planning - dev board revi 304618	01-5-350540.00 ADVERTISING	81.60	9282	08/12/20
VALLEYNEW	07/18/20	VALLEY NEWS Emergency - bid for gener 310361	01-5-575600.00 EMERG MAN ADMIN	47.60	9282	08/12/20
VERIZWIRE	07/05/20	VERIZON WIRELESS DPW phone 9858018902-1	01-5-703505.00 TELEPHONE	42.14	-----	---/---/---
VERIZWIRE	07/05/20	VERIZON WIRELESS DPW phone 9858018902-2	01-5-703505.00 TELEPHONE	42.14	-----	---/---/---
VERIZWIRE	07/05/20	VERIZON WIRELESS FD Ipad - phone 9858018902FD	01-5-555625.00 TELEPHONE & INTERNET	40.01	-----	---/---/---
VERIZWIRE	07/05/20	VERIZON WIRELESS PD chief phone 9858018902JF	01-5-500501.00 ADMINISTRATION	58.00	-----	---/---/---
VERIZWIRE	07/05/20	VERIZON WIRELESS LW phone 9858018902LW	01-5-703505.00 TELEPHONE	42.14	-----	---/---/---
VERIZWIRE	07/05/20	VERIZON WIRELESS PD phone 9858018902PD	01-5-500501.00 ADMINISTRATION	42.14	-----	---/---/---
VERIZWIRE	07/05/20	VERIZON WIRELESS TM phone 9858018902TM	01-5-005532.00 T MNGR CELL PHONE	42.14	-----	---/---/---
VMERS	07/01/20	VMERS DB Payroll Transfer PR-07/01/20	01-2-001113.00 VEMRS GRP C PAYABLE	1492.98	9283	08/12/20
VMERS	07/01/20	VMERS DB Payroll Transfer PR-07/01/20	01-2-001111.00 VEMRS GRP B PAYABLE	4451.90	9283	08/12/20
VMERS	07/15/20	VMERS DB Payroll Transfer PR-07/15/20	01-2-001111.00 VEMRS GRP B PAYABLE	4159.08	9283	08/12/20
VMERS	07/15/20	VMERS DB Payroll Transfer PR-07/15/20	01-2-001113.00 VEMRS GRP C PAYABLE	1756.07	9283	08/12/20
VMERS	07/29/20	VMERS DB Payroll Transfer PR-07/29/20	01-2-001113.00 VEMRS GRP C PAYABLE	1530.78	9283	08/12/20
VMERS	07/29/20	VMERS DB Payroll Transfer PR-07/29/20	01-2-001111.00 VEMRS GRP B PAYABLE	4268.57	9283	08/12/20
VTTRANS	07/01/20	VT AGENCY OF TRANSPORTATI Pmy on Church Sidewalk STP SRN 14	01-5-005300.00 PROFESS SERV	21949.25	9284	08/12/20
WBMASON	06/16/20	W.B. MASON CO., INC. TS - ink cartridge 211217571	01-5-705403.00 PARTS & SUPPLIES	52.54	-----	---/---/---
WBMASON	07/08/20	W.B. MASON CO., INC. PD & PSF supplies 211814637	01-5-500501.00 ADMINISTRATION	9.11	-----	---/---/---

08/07/20

Town of Norwich Accounts Payable

01:33 pm

Check Warrant Report # 21-03 Current Prior Next FY Invoices For Fund (General)

All Invoices For Check Acct 03(General) 08/12/20 To 08/12/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
WBMASON	07/08/20	PD & PSF supplies 211814637	01-5-485301.00 BUILDING SUPPLIES	26.68	-----	---/---/---
WBMASON	07/14/20	DPW 211982778	01-5-703507.00 SUPPLIES	67.55	-----	---/---/---
WBMASON	07/20/20	goggles & gloves 212134956	01-5-703311.00 UNIFORMS	149.44	-----	---/---/---
WBMASON	07/22/20	TC 212218337	01-5-050610.00 OFFICE SUPPLIES	103.69	-----	---/---/---
Report Total				195140.70	=====	=====

To the Treasurer of Town of Norwich, We hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***195,140.70
Let this be your order for the payments of these amounts.

FINANCE DIRECTOR Becky Grammer TOWN MANAGER: Herbert Durfee
Becky Grammer Herbert Durfee, Town Manager

SELECTBOARD:

Claudette Brochu Chair

Roger Arnold Vice Chair

Robert Gere

John Langhus

Mary Layton

4

Memo to: Selectboard Members and Herb Durfee III, Town Manager

From: Claudette Brochu

Re: Monthly Financial Reports

I would like the Board to consider a simplified version of the Monthly Financial Report. This simplified report would be for the packet. The more detailed reports would be sent to Board members, Finance Committee members, and any member of the public who requests the detailed report.

I believe the simplified report can provide a clearer understanding of our month-to-month financial status. I do not believe the added report would place an undue burden on the Finance Office. I have enclosed a sample from Hartford for your consideration.

Claudette

Aug 5, 2020

Budget FY 19/20 Update

As of March 31, 2020

Board Presentation May 19, 2020

Gail Ostrout
Finance Director

FYI

~~WARRANTY, VT~~
SAMPLE OF
FINANCIAL REPORTING

GENERAL FUND APPROPRIATION
AS OF
March 31, 2020

FYE 19 / 20	Budget	Expended	Encumbered	Balance	% Used	FYE 18 / 19	Budget	Expended	Encumbered	Balance	% Used
Selectboard	\$ 76,765	\$ 50,332	\$ 2,795	\$ 23,638	69%	Selectboard	\$ 68,519	\$ 49,561	\$ -	\$ 18,958	72%
Boards & Commissions	\$ 7,744	\$ 10,270	\$ 13	\$ (2,539)	133%	Boards & Commissions	\$ 10,340	\$ 5,582	\$ -	\$ 4,757	54%
Manager	\$ 385,955	\$ 292,906	\$ 26,502	\$ 66,547	83%	Manager	\$ 482,234	\$ 374,609	\$ 1,699	\$ 105,926	78%
Election	\$ 16,880	\$ 14,086	\$ 3,726	\$ (933)	106%	Election	\$ 24,984	\$ 20,035	\$ -	\$ 4,949	80%
Advice & Litigation	\$ 100,000	\$ 95,956	\$ -	\$ 4,044	96%	Advice & Litigation	\$ 50,000	\$ 27,679	\$ -	\$ 22,321	55%
Vital Statistics	\$ 179,557	\$ 135,158	\$ 4,898	\$ 39,501	78%	Vital Statistics	\$ 167,654	\$ 122,093	\$ 522	\$ 45,039	73%
Municipal Offices	\$ 118,480	\$ 79,801	\$ 3,715	\$ 34,964	70%	Municipal Offices	\$ 116,300	\$ 83,874	\$ -	\$ 32,425	72%
Financial Management	\$ 387,033	\$ 264,759	\$ 11,099	\$ 111,175	71%	Financial Management	\$ 368,224	\$ 259,062	\$ 1,884	\$ 107,277	71%
Auditing	\$ 37,000	\$ 31,409	\$ -	\$ 5,591	85%	Auditing	\$ 42,000	\$ 37,750	\$ -	\$ 4,250	90%
Valuation	\$ 185,064	\$ 134,727	\$ 4,719	\$ 45,618	75%	Valuation	\$ 200,895	\$ 156,338	\$ 1,967	\$ 42,591	79%
Tax Collection	\$ 26,370	\$ 19,894	\$ 358	\$ 6,118	77%	Tax Collection	\$ 21,124	\$ 17,080	\$ 341	\$ 3,703	82%
Information Technology	\$ 213,518	\$ 97,230	\$ 76,380	\$ 39,908	81%	Information Technology	\$ 161,867	\$ 113,620	\$ 58	\$ 48,189	70%
Police	\$ 3,453,132	\$ 2,220,453	\$ 139,639	\$ 1,093,039	68%	Police	\$ 3,203,813	\$ 2,197,530	\$ 42,979	\$ 963,304	70%
Fire	\$ 3,697,272	\$ 2,702,512	\$ 218,836	\$ 775,924	79%	Fire	\$ 3,197,683	\$ 2,534,973	\$ 16,618	\$ 646,092	80%
Dispatch	\$ 1,013,007	\$ 732,494	\$ 19,939	\$ 260,574	74%	Dispatch	\$ 879,936	\$ 610,083	\$ 1,376	\$ 268,476	69%
Public Works	\$ 3,319,312	\$ 2,181,602	\$ 160,123	\$ 977,588	71%	Public Works	\$ 3,135,179	\$ 2,192,022	\$ 19,635	\$ 923,522	71%
Cemeteries	\$ 15,800	\$ 15,800	\$ -	\$ -	100%	Cemeteries	\$ 15,800	\$ 15,800	\$ -	\$ -	100%
Trees	\$ 1,000	\$ -	\$ -	\$ 1,000	0%	Trees	\$ 550	\$ 550	\$ -	\$ -	100%

OVER BUDGET - TIMING RELATED (NO CONCERN)

OVER BUDGET - WAITING ON REIMBURSEMENT

OVER BUDGET

GENERAL FUND APPROPRIATION Continued

AS OF

March 31, 2020

FYE 19 / 20	Budget	Expended	Encumbered	Balance	% Used	FYE 18 / 19	Budget	Expended	Encumbered	Balance	% Used
Health	\$ 93,142	\$ 92,844		\$ 298	100%	Health	\$ 78,517	\$ 78,113	\$ -	\$ 404	99%
Senior Services	\$ 160,712	\$ 126,586	\$ 6,683	\$ 27,443	83%	Senior Services	\$ 164,002	\$ 127,233	\$ 5,954	\$ 30,814	81%
Low Income Services	\$ 9,000	\$ 9,000	\$ -	\$ -	100%	Low Income Services	\$ 9,000	\$ 9,000	\$ -	\$ -	100%
Youth & Adult Services	\$ 18,944	\$ 18,944	\$ -	\$ -	100%	Youth & Adult Services	\$ 17,944	\$ 17,944	\$ -	\$ -	100%
Appropriations	\$ 101,162	\$ 101,162	\$ -	\$ -	100%	Appropriations	\$ 93,850	\$ 93,850	\$ -	\$ -	100%
Parks & Rec	\$ 1,477,027	\$ 1,042,669	\$ 97,910	\$ 336,449	77%	Parks & Rec	\$ 1,545,856	\$ 1,149,835	\$ 3,197	\$ 392,823	75%
Planning	\$ 602,174	\$ 405,772	\$ 27,651	\$ 168,751	72%	Planning	\$ 571,028	\$ 393,295	\$ 3,160	\$ 174,573	69%
Library	\$ 361,633	\$ 345,570	\$ 197	\$ 15,866	96%	Library	\$ 361,285	\$ 341,212	\$ 107	\$ 19,967	94%
Contingenices / Refunds	\$ -	\$ -	\$ -	\$ -	0%	Contingenices / Refunds	\$ -	\$ 1,226	\$ -	\$ (1,226)	0%
County Judicial Services	\$ 104,043	\$ 104,043	\$ -	\$ -	100%	County Judicial Services	\$ 102,000	\$ 101,474	\$ -	\$ 526	99%
Bond Redemptions	\$ 1,049,177	\$ 878,527	\$ 162,460	\$ 8,190	99%	Bond Redemptions	\$ 1,063,417	\$ 1,059,235	\$ -	\$ 4,182	100%
Transfers	\$ 245,813	\$ -	\$ 5,000	\$ 240,813	2%	Transfers	\$ 340,000	\$ 22,002	\$ -	\$ 317,998	6%
Capital	\$ 3,052	\$ -	\$ -	\$ 3,052	0%	Capital	\$ 8,408	\$ 5,355	\$ -	\$ 3,052	64%
Budget	\$ 17,459,768	\$ 12,204,507	\$ 1,016,563	\$ 4,282,619	76%	Budget	\$ 16,502,407	\$ 12,218,015	\$ 99,497	\$ 4,184,895	75%
Glide Path	\$ 17,459,768	\$ 13,094,826	\$ -	\$ 4,364,942	75%	Glide Path	\$ 16,502,407	\$ 12,376,805	\$ -	\$ 4,125,602	75%
Variance + / -				\$ 82,323		Variance + / -				\$ (59,294)	

OVER BUDGET - TIMING RELATED (NO CONCERN)
OVER BUDGET - WAITING ON REIMBURSEMENT
OVER BUDGET

General Fund – Notes of Interest

	Budget	Expended & Encumbered	Available	% Expended
\$	17,459,768.29	\$ 13,177,148.96	\$ 4,282,619	75%

We are 9 months into the 2020 budget. As a whole the Town is within the expected glide path of 75%.

Boards & Commissions is over budget as of 3/31/2020 - it is waiting on reimbursement from school for town meeting

no concerns or budget adjustment anticipated as of 3/31/2020

12 Departments trending over budget as of 3/31/2020 – due timing of annual expenses

no concerns or budget adjustment anticipated as of 3/31/2020

3 Departments trending over budget as of 3/31/2020

anticipate / require budget adjustments

**GENERAL FUND REVENUE
AS OF
March 31, 2020**

FYE 19 / 20	Estimated	Year to Date	%	FYE 18 / 19	Estimated	Year to Date	%
Taxes	\$ 14,061,120	\$13,703,050	97%	Taxes	\$ 13,500,714	\$ 13,771,994	102%
Permits & Licenses	\$ 20,700	\$ 13,000	63%	Permits & Licenses	\$ 20,040	\$ 16,411	82%
Intergovernmental	\$ 328,750	\$ 257,466	78%	Intergovernmental	\$ 268,000	\$ 214,069	80%
Services	\$ 1,684,100	\$ 1,515,838	90%	Services	\$ 1,808,155	\$ 1,438,179	80%
Fines & Forfeitures	\$ 25,050	\$ 6,166	25%	Fines & Forfeitures	\$ 10,050	\$ 8,778	87%
Other	\$ 85,950	\$ 102,355	119%	Other	\$ 122,482	\$ 85,873	70%

Delinquent Taxes

FYE 2009-2019

\$ 329,642.39

FYE 2009-2018

\$ 336,928.11

FYE 2020

\$ 690,451.00

FYE 2019

\$ 836,467.34

Total

\$ 1,020,093.39

Total

\$ 1,173,395.45

As of 4/30/2020

LOCAL OPTION TAX

Current Balance as of 4/30/2020 \$ 361,532.93

Approved Uses in FYE 2020:

Cemetery Maintenance & Repair \$ 99,650.00
 *fully executed

Ambulance \$ 227,000.00
 *fully executed

Pool Design & Engineering \$ 70,000.00
 *Spent to date \$ (15,320.00)
 Balance \$ 54,680.00

Collected in FYE 2019 \$ 313,034.50

Collected to date in FYE 2020 \$ 269,562.02

 May 2019 = \$62,037.06

 May 2020 will be reduced due to COVID-19 closure

INVOICE CLOUD ONLINE PAYMENT FEES:

The Town began absorbing all the online payments for residents. The estimate is \$6,000 monthly under normal payment receipts.

The fee is split up according to the fund for which the payment is for.

As of 4/30/2020 the following fees have been absorbed by the Town:

Delinquent Tax \$34.94

Fund 50 \$88.22

Fund 55 \$58.81

Fund 60 \$88.21

Fund 65 \$117.62

Total \$387.80

COVID -19 RELATED EXPENSES

Materials & Supplies: \$ 7,674.66

Labor: \$ 16,588.32

Total: \$ 24,262.98

As of 5/11/2020

DIRECTOR COMMENTS ON NEXT FEW SLIDES:

TOWN CLERK:

The Town Clerk revenue has been impacted by Town Hall closure due to COVID-19. Revenues in the following categories has seen significant reduction compared to the same period last year (March through mid-May): Dog License- down 60%; Marriage Licenses-down 62%; Certified Copies of Vital Records-down 25%; land record copies-down 25%.

Although, the figures for each of these categories can differ somewhat from year to year, this trajectory is more than expected. To put that in perspective: the loss for this period from 2019 to 2020 in these categories only totals ~\$6500. The Revenue from recording was in line with last year's figure for this period largely due to transactions in the pipeline prior to the closure; I anticipate we will see a drop in recording for the second quarter of 2020 due to reduced real estate activity over the past 6 weeks and in the coming months due to the effects of COVID-19. In addition, we have experienced some additional expenses, although relatively small-less than \$100, related to a few supplies for remote work and to purchase products to sanitize areas in the Clerk's Office and Town Hall before/after each Title Search appointment.

ASSESSOR:

In response to the COVID 19 the virus greatly impacted how the assessment office functions, on the “fly” we had to adapt to remote work. This involved getting staff setup with workspace and supplies why simultaneously maintaining service to the public (some personal supplies and computers have had to be used in this process). Personnel with children present a new a different challenge as the separation between workspace and personal space is hard to maintain with current government restrictions on daycare. Some inspections for 2020 and grievances may have to be revisited in 2021 due to the ability to confirm interior details with homeowners for accuracy. The office must keep updated with protocols for the town and state that require additional time to prepare and implement.

The COVID 19 challenge has proven that we can adapt and still complete our work, highlighting the valuable ability of working remotely. Time management has become more effective with the implementation of work tools such as Microsoft teams for remote meetings and chat. Going forward our staff will have experience with these tools implementing them in new effective ways

PARKS & RECREATION:

Most of our operations are operating with a reduction of service or completely shut down such as programs, special event programming until further notice. We anticipate ramping up some programs but at limited expenses and revenue as we finish out the fiscal year. We are awaiting further notification from the Governor regarding summer camp opportunities. Once we have the information we need, we plan to address our summer camp offering. If the program does not operate, we will need to return pre-registered revenues and we will limit all FY20 expenses related to the camp. Most of the expense for the program falls within the FY21 budget. Historically most of the revenue falls within the FY20 budget which would impact the overall operating budget of the Department. We have held off on further registrations and anticipate if we do offer the camp, we will see a change in revenue as we anticipate collection to fall within the FY21 year. No overall concerns at this point related to end of year revenue. This will change if we are unable to offer our camp and early summer recreation programs. Hopefully though, we will be successful in balancing out the bottom line with or without camp and other programs this fiscal year.

PARKS & RECREATION Continued:

No concerns for the 511 Administration of Rec & Park budget. 514 Youth Programs have no major concerns other than the summer camp programming and impact. With the lack of spring programming and anticipation of some recreation programming late spring/early summer there will be anticipated expenses and revenue. No concerns for the 516 Community Activities. Summer Concert Series and our Movie in the Park are the only anticipated expense as we start up the summer season of special events contingent on the ability to offer the programs. There would be no anticipated pre-expense to the 4th of July unless community functions are allowed. The 2 June Concerts and 2 Movies fall within the budget with no concerns. No concern for 521 Parks or 524 West Hartford Library. 527/528 no concerns with the lack of activities for High School Athletic and Rec Programs. Additional contracted services and maintenance expenses will continue as we are in full maintenance and care of the facility. 530 WABA season has ended. The season did end at the beginning of the COVID-19 which impacted revenue by about \$6000. However, we will only be short in projected revenue by about \$1800 which is pretty good for the operations. We anticipate a tight finish to the fiscal year as there will be additional utility costs related to the operation to finish out the FY20 year. No concerns for 531 Welcome Center. The facility is closed until further notice. We have been asked by the State and Amtrak to continue invoicing so revenues will continue. At this point our only expense is the facility rental which is covered by the State of Vermont Welcome Center Appropriation.

FIRE:

- Most of the areas that exceed 75% are all do to timing of single purchases
- COVID-19 affects overtime as we navigate maintaining minimum staffing and manage having 4 employees on various leaves due to the pandemic and injuries. Additionally, our purchasing of disposable PPE and equipment has increased in the medical supply budget.

POLICE:

Initial supply chain issues strained the police department's ability to meet the immediate needs for Personal Protective Equipment (PPE) at the onset of COVID-19, without the assistance of Finance personnel we would still be in need of masks, hand sanitizer and cleaning products. Although we eventually caught up, we would have been ill prepared had the virus followed initial predictions.

An awkward fiscal year filled with competing priorities not related to organizational goals and objectives, COVID-19 became an additional challenge that negatively impacted our ability to execute around fiscal priorities.

PLANNING:

With this being a very challenging time for the overall Hartford community, staff jumped in and figured out how to keep our work program going, and do what we can to assist the Town's residents, property owners and businesses. We have made adjustments in our budget, and reduced or postponed expenditures to accommodate the added COVID expenditures within the department as well as town wide. We are very concerned about the economic displacement in housing and for businesses that we already are seeing, and need to be part of our long-term recovery. We also anticipate some very challenging budget years ahead. The continued partnership with all town departments and Town Boards and Commissions are an especially important piece of the planning process as we go forward.

Town Manager Budget Division

Personnel costs comprise the majority (70%) of the Town Manager's budget division. These are on target, with the exception of the funds for the Wellness Coordinator (\$50,000) which have been transferred to cover the expenditures overruns in the Advice & Litigation budget division. The other notable personnel cost exception is the BC/BS health insurance premium, which was budgeted for FY20 without coverage for the Town Manager (the previous TM deferred coverage). Notable operating expenditure areas over the 75% mark are as follows:

- Membership Dues – Budgeted \$14,000; spent to date \$14,773. This is at 106% through the 3rd quarter, but there will be no additional expenses for the fiscal year.
- Contract Services – Budgeted \$2,200; Spent to date \$4,423. Includes graphics design, general code update, Munismart fee share, and office equipment contracts.
- Contract Services Traffic Control – Budgeted \$20,000; Spent/Encumbered to date \$20,927. This item will be over by \$927 for the fiscal year.
- Employee Banquet & Awards – Budget \$17,904; spent to date \$16,592. Although it is 93% spent through the 3rd quarter, there will be no additional charges to this line item.

Advice & Litigation Budget Division

We have spent \$96,956 through three quarters of the fiscal year. \$50,000 was originally budgeted; an additional \$50,000 was transferred into this line item from the unspent line item for the wellness coordinator in the Town Manager's budget. As noted last month, unanticipated expenditures in this division include approximately \$32,000 for union negotiations, \$30,000 for the WHO, and \$14,000 for tax sale. An additional \$15,000 will need to be transferred from other General Fund budget divisions before the end of the fiscal year (for a total amended FY20 budget of \$115,000).

PUBLIC WORKS:

No comments at this time.

INFORMATION TECHNOLOGY:

No comments at this time.

ENTERPRISE FUND EXPENSES

AS OF

March 31, 2020

FYE 19 / 20	Budget	Expended	Encumbered	Balance	% Used		FYE 18 / 19	Budget	Expended	Encumbered	Balance	% Used
FUND 30	\$ 858,154	\$ 581,497	\$ 16,040	\$260,617	70%		FUND 30	\$ 871,731	\$682,808	\$ 5,824	\$ 183,099	79%
FUND 50	\$ 1,109,448 includes	\$ 1,008,214 *\$573,162	\$ 108,577 capital that will be moved to the balance sheet	\$ (7,343)	101%		FUND 50	\$ 1,798,037	\$682,580	\$ 2,363	\$1,113,094	38%
FUND 55	\$ 506,364 includes	\$ 270,997 *\$53,000	\$ 58,568 capital that will be moved to the balance sheet	\$176,799	65%		FUND 55	\$ 1,036,645	\$266,219	\$ 900	\$ 769,526	26%
FUND 60	\$ 1,827,168 includes	\$ 875,122 *\$69,030	\$ 43,065 capital that will be moved to the balance sheet	\$908,981	50%		FUND 60	\$ 2,111,548	\$770,964	\$ 4,413	\$1,336,171	37%
FUND 65	\$ 1,359,516 includes	\$ 872,571 *\$42,565	\$ 48,357 capital that will be moved to the balance sheet	\$438,588	68%		FUND 65	\$ 1,475,074	\$794,222	\$ 1,993	\$ 678,859	54%

ENTERPRISE FUND REVENUES

AS OF

March 31, 2020

FYE 19 / 20	Estimated	Year to Date	%	FYE 18 / 19	Estimated	Year to Date	%
FUND 30	\$ 871,350	\$ 380,569	44%	FUND 30	\$ 890,418	\$ 449,970	51%
FUND 50	\$ 1,086,000	\$ 763,196	70%	FUND 50	\$ 1,827,500	\$ 965,849	53%
FUND 55	\$ 506,000	\$ 329,839	65%	FUND 55	\$ 1,039,054	\$ 306,891	29%
FUND 60	\$ 1,815,440	\$ 1,344,417	74%	FUND 60	\$ 2,115,000	\$ 1,245,573	59%
FUND 65	\$ 1,367,710	\$ 896,925	66%	FUND 65	\$ 1,477,753	\$ 886,560	60%

WRAP UP

As of these financials dated 3/31/2020 I do have concerns town wide as unbudgeted expenses continue to grow.

Yes, we are within the glide path over all as of 3/31/2020 but this was before COVID became fully active and the continued growth other non budgeted expenses.

As the Finance Director I am very concerned with the close out of FYE 2020 and the start of FYE 2021.

Questions we didn't answer during this review process?

Any follow up required on specific items you need from me or directors?

Thank you
Gail Ostrout
Finance Director

4.1

Town of Norwich, Vermont



CHARTERED 1761

MEMORANDUM

TO: Norwich Selectboard
FROM: Herbert A. Durfee, III, Town Manager
DATE: August 7, 2020
SUBJECT: Finance Office Staffing

Handwritten signature of Herbert A. Durfee, III.

Since September 19, 2019, the Town has benefitted from the temporary employment services of "Accountemps", an organization specializing in temporary accounting, bookkeeping, and other financial services. Becky Grammer assigned by Accountemps is the individual that has been managing all the day-to-day activities of the Finance Office.

Additionally, for a period, the Town used a "bulk time agreement" with NEMRC to assist with carrying out the higher level financial functions (e.g., working with the auditor, interfacing with Cheryl Lindberg, Town Treasurer, preparing 1/4ly filings for the IRS and the state tax department, etc.) In addition, NEMRC, specifically Cynthia Stoddard, was used to help train Becky not only with the day-to-day activities required of the Finance Office but, also, with other duties typically carried out by the Finance Director. While the bulk time agreement has expired, the Town continues to benefit from Cynthia's help on a time and materials basis.

Becky well handles most of the required duties of the office. However, unfortunately, the Town remains without a new Finance Director due to several reasons, the most recent due to an advertising/interview process that did not yield a candidate meeting the standards the Town seeks.

The Finance Office is now at a point, due to the overwhelming need to relieve Becky of some of the tasks she has taken on that typically are handled by two employees. In addition, the need remains to get the Finance Office back on track with additional higher level tasks that a Finance Director-type conducts in addition to the necessary "checks & balances" that the two-person staff historically benefits from.

As such, I would propose the following for action by the Selectboard during its Wednesday, August 12, 2020 meeting:

- Hire Becky Grammer as a full-time Finance Assistant. I would prefer to hire her "into Step", beginning at Grade 14, Step D - \$22.66/hr (annualized = \$47,132.80). Currently, for the comprehensive effort she carries out for the Town, she is paid \$15.00/hr. (annualized = \$31,200.00). Contractually, we pay Accountemps \$34.68/hr. (annualized = \$72,134.40), inclusive of Becky's hourly wage. With Becky as a Town employee instead of as a temp, given the current arrangement, that would "save" the Town \$25,001.60 (\$72,134.40 - \$47,132.80 = \$25,001.60).

Despite the "savings" identified above, the Finance Assistant position currently is only part-time with a fiscal year 2020-21 budget of \$22,186.00. That means to cover converting the position from part-time to full-time at the \$47,132.80 amount, an additional \$24,946.80 needs to be "found" in the budget (\$47,132.80 - \$22,186.00 = \$24,946.80).

With the tasks that Becky currently is carrying out, she has taken on much more than the part-time assistant historically does. This means that some of the typical work load typically carried out by the Finance Director has shifted to the "position" Becky currently holds. As such, it possible to assume, at least on an interim/temporary basis, the higher level duties of the Finance Director could be conducted on a part-time basis, given the right person/entity. I believe such person/entity exists. See below additional recommendation. Such interim/temporary Finance Director-type could carry out the necessary work envisioned by the Selectboard for about \$59,000.00. The fiscal year 2020-21 budget for the Finance Director equals \$65,870.00 – a net savings of \$6,870.00 ($\$65,870.00 - \$59,000.00 = \$6,870.00$).

If the \$6,870.00 is applied toward the funding needed to convert the Finance Assistant position from part-time to full-time (\$24,946.80), then, that reduces the amount needed to \$18,076.80 ($\$24,946.80 - \$6,870.00 = \$18,076.80$).

Given the first priority need to re-staff the Finance Office, I would recommend that the new full-time laborer position in the Highway Dept not be filled at this time. Instead, I would suggest using the budgeted amount for this position to be used to fill the funding "gap" of \$18,076.80 to convert the Finance Assistant position from part-time to full-time. If agreed by the Selectboard, I would make an offer of employment to Becky for that position. Note, I have already discussed this possibility with Larry Wiggins, PE, Public Works Director. He understands the priority need; however, his department priority (and I agree) is not to target the new, part-time Administrative Assistant for DPW as part of the above deliberation, since to Larry that admin position is a greater priority than the new Laborer position.

- Outsource Bonnie Batchelder at least through June 30, 2021, for the remaining duties of the Finance Director currently not being carried out by Becky. There are several benefits to considering this recommendation:
 - It immediately fills a critical staffing "void" related to the higher level duties of the Finance Director
 - It immediately re-establishes the "checks & balances" needed to effectively carry out the internal financial controls necessary for any governmental entity.
 - It permits additional time for the Town Manager and the Selectboard to re-evaluate the Finance Director position and to decide how best to fill the position with the type of employee sought (e.g., revised job description and appropriate salary level for the position to create at least a greater pool of interested candidates).
 - With the additional time, the Town Manager and the Selectboard would be able to use the upcoming budget season to appropriately budget for any updated/amended considerations for the Finance Director position (as well as any approved change to the Finance Assistant position).
 - Note that I already had discussion about how the current conflict of interest with Batchelder Assocs. would be resolved since the firm is our professional auditor. The current audit would be finished, then, Bonnie would step away as our auditor. (Presumably, the Town would then "let" an RFP to solicit for a new auditor for the FY 2020-21 audit and those thereafter.)

Financially, as stated above, the cost to implement this outsourcing would be about \$59,000.00. The current budgeted amount of \$65,870.00 would be able to cover this amount. (If for some reason, additional funding was needed, the balance of the funds for the DPW Laborer not used to offset converting the Finance Assistant to a full-time position could be used to make up the difference.

I hope the above information is sufficient to be able to act on my recommendation. If not, please let me know what other information or clarity you require. Thank you.

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Norwich, VT - Fee Schedule

Fee/Fine/Revenue Source:	Department:	Fee/Fine/Base Amount:
Liquor License	Town Clerk	Range \$20-\$145, depending on lic. type
Dog License	Town Clerk	By April 1: \$19 spay/neut.; \$23 not spay/neut.; after 4/1: \$21 spay/neut.; \$27 not spay/neut.; becoming owner after April 1: 50% of required
Hunting & Fishing License	Town Clerk	Varies; Town Retains \$1.50/license
Peddler License	Police	In a given year beginning July 1: \$30/1wk.; \$60/1mo.; \$120/3mo.; or, \$235/1yr.
Building/Development Permits:		
Administrative:		
Residential	Planning/Zoning	\$50 plus \$0.10/SF
Small Addition	Planning/Zoning	Same as Residential
Accessory	Planning/Zoning	\$25 plus \$0.10/SF
Small Accessory (<250sqft)	Planning/Zoning	Same as Accessory
Non-Residential (up to 5K sqft)	Planning/Zoning	\$50 plus \$0.10/SF
Additional area (>5k sqft)	Planning/Zoning	Same as Non-Residential
Permitted Uses, Ponds, Home Biz	Planning/Zoning	\$75.00
Dev Envelope Review	Planning/Zoning	\$75.00
Boundary Line Adj.	Planning/Zoning	\$100.00
Other Permits (Fences, Signs, Demo)	Planning/Zoning	\$50.00
DRB Hearings:		
Site Plan Review	Planning/Zoning	\$250 plus \$0.10/SF
Dev Envelope Review	Planning/Zoning	\$200.00
Conditional Uses, Appeals, Variances	Planning/Zoning	\$250.00
Subdivision, Preliminary Plan Review	Planning/Zoning	\$650 plus \$50 for each new lot
Additional Warned Hearings	Planning/Zoning	\$100 (each for Intermediate or Final Plan Rev.)
PUD	Planning/Zoning	\$650 plus \$50 for each unit
Telecom Tower, new	Planning/Zoning	Same as Site Plan Review
Telecom Town, existing	Planning/Zoning	Same as Site Plan Review
Other:		
Amendments & Extensions to admin permits	Planning/Zoning	50% of original fee
Permits for development before permit issued	Planning/Zoning	200% of original fee
Highway Access	Planning/Zoning	\$75.00
Land Posting Permit	Town Clerk	\$5.00
Recording Fee (documents)	Town Clerk	\$15/page
Recording Fee (survey plats)	Town Clerk	\$25/sheet
Document Copy Fee (certified copies)	Town Clerk	\$10/page
Use of Records Fee (vault time)	Town Clerk	\$4/hour
Vital Statistics Fee	Town Clerk	\$60.00
Motor Vehicle Renewal Fee	Town Clerk	\$3.00
Photocopying (and related) Fee:		
Staff Time to Duplicate a record	Town Clerk	\$0.33/minute after the first 30 minutes
Senior-Level Staff/IT Specialist's Time Extract. Data	Town Clerk	\$0.57/minute
Other Staff Time (that can be charged/collected under 1 VSA §316(d))	Town Clerk	\$0.45/minute
Photocopy, B&W, single-sided, up to 8.5 x 14"	Town Clerk	\$0.05/copy
Photocopy, B&W, double-sided, up to 8.5 x 14"	Town Clerk	\$0.09/copy
Photocopy, Color, single-sided	Town Clerk	\$1.00/copy
Paper Copy, computer-generated, up to 8.5 x 14"	Town Clerk	\$0.02/copy
Compact Disc/Memory Stick, "write" once (public provides CD/Stick)	Town Clerk	\$0.86/each "write"

Norwich, VT - Fee Schedule

Fee/Fine/Revenue Source:	Department:	Fee/Fine/Base Amount:
DVD, "write" once (public provides DVD)	Town Clerk	\$2.00/each "write"
EV Charging Fees	Town Manager	\$1/Hour (Current)
Rental Fee:		
Tracy Hall & Bandstand:		
Gym	Town Manager	See attached considerations
Multi-Purpose Room	Town Manager	1 hr \$40.00; 1/2 day \$75.00; full day \$125.00
Small Conference Room	Town Manager	1 hr \$20.00; 1/2 day \$30.00; full day \$50.00
Bandstand	Town Manager	1 hr \$100; 1/2 Day \$150; Full Day \$200
Huntley Pavilion exclusive of tennis court		Same as for bandstand
Public Safety Building (Training Room or Library)	Police	Not available to the public at-large
Police Report Fee	Police	Based on Sec of State allowable fee schedule
Police VIN Check Fee		\$20
Police Alarm Response Fees:	Police	
False Alarm		1st offense \$-0-; 2nd offense \$250.00; (1st offense waiver of 2nd \$150; 2nd offenses waiver of 2nd \$200) subsequent offense \$100.00/offense
Audible Alarm		1st offense \$200.00; 2nd offense \$300.00; (1st offense waiver \$100; 2nd offense waiver \$150)
Special Police Duty Fees:		
Special Event (beyond day-to-day)	Police	For each "extra" Town employee - "loaded" hourly rate (i.e., reg and/or OT + benefits) - plus \$30 permit application
House Checks	Police	\$25/quarter where greater than 7 days. Quarter defined by fiscal year NOT according to resident request. Non-emergency and only conducted based on on-duty officer's ability to conduct such check within their shift
Recreation Program Fees	Recreation	Refer to attached fee schedule
Transfer Station Stickers:		
Resident - 1st Vehicle (Annual)	DPW/Town Clerk	\$30 (covers July 1 - June 30); reduced to \$15, if purchased after Jan 1
Resident - 2nd Vehicle (Annual)	DPW/Town Clerk	\$10 (covers July 1 - June 30); reduced to \$7, if purchased after Jan 1
Non-Resident (for Resident, Non-Profit, Local Business ≤5 Employees)	DPW/Town Clerk	\$60 (2 stickers)
Recycling Solid Waste Fees:		
General Disposal Fees (each unless otherwise specified):		
Batteries (alkaline, power tool, rechargeable household, lithium)	DPW	Free
Light bulbs (florescent, halogen, UV, hi intensity, incandescent)	DPW	Free
Ballasts	DPW	Ballasts to go into metal
Capacitors	DPW	rarely receive -goes in C&D
Appliances, household (except as listed below)	DPW	appliances without CFC go into metal so \$0
Appliances - with CFC (refrig., dehumid., AC's, freezers, H2O cool.)	DPW	\$25
Appliances, toasters and toaster ovens	DPW	appliances without CFC go into metal so \$0

Norwich, VT - Fee Schedule

Fee/Fine/Revenue Source:	Department:	Fee/Fine/Base Amount:
Copy Machines (not computer peripheral)	DPW	all electronic items shall have \$10 fee
Facsimile Machines	DPW	\$10
Game Consoles	DPW	\$10
Microwaves	DPW	\$10
MP3 Players, PDA's	DPW	\$10
Vacuums	DPW	\$10
Radios	DPW	\$10
Stereo Equipment	DPW	\$10
Telephones	DPW	\$10
Power Cords and Chargers	DPW	\$10
Tape Records/Answering Machines	DPW	\$10
Switches - with mercury	DPW	\$10
Transformers - with PCB	DPW	\$10
Transformers - no PCB	DPW	\$10
Used Motor Oil	DPW	free
DVD Player	DPW	\$10
Thermostats	DPW	free
Thermometer - with mercury	DPW	free
Water and Oil Based Paints	DPW	free
Tires, Passenger Car and Light Truck - without Rim	DPW	21" tire and smaller off rim \$8
Tires, Passenger Car and Light Truck - with Rim	DPW	not accepted
Tires, Large Truck - without Rim	DPW	tires larger than 21" off rim \$10
Tires, Large Truck - with Rim	DPW	not accepted
Tires, Tractor or Larger - without Rim	DPW	tires larger than 21" off rim \$10
Tires, Tractor or Larger - with Rim	DPW	not accepted
Tires, Motorcycle - without Rim	DPW	21" tire and smaller off rim \$8
Tires, Motorcycle - with Rim	DPW	not accepted
Tires, Bicycle - without Rim	DPW	21" tire and larger off rim \$5
Tires, Bicycle - with Rim	DPW	not accepted
Car Seats	DPW	car seats and booster seats \$5
Booster Seats	DPW	car seats and booster seats \$5
E-Waste Revenue	DPW	Free
Recycling Rebates	DPW	
C&D Waste Revenue:		
C&D Items (each unless otherwise specified):		
Mattress, Twin/Full	DPW	\$20
Mattress, Queen/King	DPW	\$30
Box Spring (any size)	DPW	\$15
Carpet, Small (throw rugs/mats)	DPW	\$5
Carpet, Medium	DPW	Up to 10' length \$10
Carpet, Large	DPW	Greater than 10' length \$20
Furniture, Upholstered (couches, chairs, sofa beds)	DPW	\$20
Furniture, Wooden (all dressers, bureaus, tables)	DPW	\$10
Furniture, Wooden (chairs, benches, etc.)	DPW	\$5 per item
General C&D and Other Debris (approx., and ea. unless other. specified):		

Norwich, VT - Fee Schedule

Fee/Fine/Revenue Source:	Department:	Fee/Fine/Base Amount:
Pickup 6' bed length	DPW	\$100
Pickup 8' bedlength	DPW	\$185
Toilets and Sinks	DPW	\$10
Bathtubs, Fiberglass	DPW	\$15
Bathtubs, Porcelain or Cast Iron	DPW	porcelain covered metal or cast iron- metal \$0
Cement Blocks/Pavers	DPW	suggest 5 gal pail \$2 and 32 gal trash can \$5
Bricks	DPW	suggest 5 gal pail \$2 and 32 gal trash can \$5
Pattets	DPW	\$4 each
Ladders	DPW	\$1/ft
C&D (per cubic yard)	DPW	\$30/CY
Windows/Doors	DPW	\$10
Siding, Roofing, Shingles	DPW	\$30/CY
Any Wood Type Used for Building (cannot exceed 4' in length)	DPW	wood any type \$10/CY
Railroad (Landscape) Timber, Pressure Treated Lumber	DPW	\$10
Trash Coupon:		
Single Garbage Bag Coupon (1, 30-gal bag)	DPW	\$5
Coupon Book - (punchcard for 10, 30-gal bags)	DPW	\$45
Athletic Field Rental	Recreation	Refer to attached fee schedule
Police Fine	Police	
Parking Fine	Police	\$20
Dog Fine:		
Running At-Large	Police	1st offense \$-0-; 2nd offense \$250.00; subsequent offense \$100.00/offense
Other Dog Violations	Police	1st off. \$-0-; 2nd off. \$50.00; 3rd off. \$75.00; subsequent offense \$100.00/offense
Total - Fine/Fee/Revenue Source		

24-Jul-20

ADOPTED BY THE NORWICH SELECTBOARD ON: [DATE]

Claudette Brochu, Chair

John Langhus

Roger Arnold, Vice-Chair

Mary Layton

Robert Gere

REQUIRES ORDINANCE AMENDMENT TO CHANGE



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[Home](#) > [Resources](#) > Vermont Municipal Clerk Fee Schedule

Vermont Municipal Clerk Fee Schedule

For best viewing purposes, please view this on a desktop computer rather than a phone.

[PDF to print for ready reference](#) [1]

FEE DESCRIPTION	CITATION	TOTAL CHARGES	MUNICIPALITY AND/OR CLERK RETAINS ¹
Act 250 Disclosure Statement	10 V.S.A. § 6007(a) [2]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00/page	All ²
Alcoholic Beverages			
<i>First Class License</i>	7 V.S.A. § 204(a)(4), (b)(2) [4]; 7 V.S.A. § 206 [5]	\$230.00	\$110.00/\$5.00
<i>Second Class License</i>	7 V.S.A. § 204(a)(5), (b)(2) [4]; 7 V.S.A. § 206 [5]	\$140.00	\$65.00/\$5.00
Attachment Lien of Real Property			
<i>Discharge</i>	12 V.S.A. § 3293(d) [6]	\$4.00	All
<i>Recording</i>	32 V.S.A. § 1671(a)(6) [3]	\$15.00/page	All ²
Big Game, Report	10 App. V.S.A. § 2(b) [7]	\$1.00 (paid by commissioner)	All
Birth Certificate			
<i>Certified Copy</i>	18 V.S.A. § 5017 [8]; 32 V.S.A. § 1712(5) [9]	\$10.00	All
<i>Search for Certified Copy</i>	32 V.S.A. § 1715(a) [10]	\$3.00 (credited toward fee for first certified copy)	All
<i>Non-certified Copy</i>	18 V.S.A. § 4999(4) [11]; 32 V.S.A. § 1671(a)(7) [3]	at actual cost ³	All
Burial Certificate			
<i>To entomb or move body</i>	32 V.S.A. § 1714 [12]	\$5.00	All
	32 V.S.A. § 1714 [12]	\$1.00	All
Voter Checklist	32 V.S.A. § 1671(a)(7) [3]	at actual cost ^{3,4}	All
Death Certificate			
<i>Certified copy</i>	18 V.S.A. § 5017 [8]; 32 V.S.A. § 1712(5) [9]	\$10.00	All
<i>Search for certified copy</i>	32 V.S.A. § 1715(a) [10]	\$3.00 (credited toward fee for first certified copy)	All
<i>Non-certified copy</i>	18 V.S.A. § 4999(4) [11]; 32 V.S.A. § 1671(a)(7) [3]	at actual cost ³	All
Dog and Wolf-Hybrid License	See VLCT Dog and Wolf-Hybrid License webpage and poster [13]		

FEE DESCRIPTION	CITATION	TOTAL CHARGES	MUNICIPALITY AND/OR CLERK RETAINS ¹
Examination of Town Records			
<i>By clerk</i>	32 V.S.A. § 1671(a)(3) [3]	\$5.00/hour, \$25/day maximum	All
<i>By others</i>	32 V.S.A. § 1671(a)(4) [3]	\$4.00/hour	All
Grand List, Copy	32 V.S.A. § 1671(a)(7) [3]	at actual cost ³	All
Green Mountain Passport	31 V.S.A. § 1002(b) [14]	\$2.00	All
Hunting/Fishing/Big Game/Combination License	10 V.S.A. § 4254(e)(9) [15]	see 10 V.S.A. § 4255	All (\$1.50 per regular license and \$5.00 per super sport license)
Hunting License, Lost License Certificate	10 V.S.A. § 4261(a) [16]	\$5.00	All
Lien, Municipal Personal Property Tax, Recording Lien or Discharge of Lien	32 V.S.A. § 5078 [17]	\$12.00 (paid by town) ^{5, 6}	\$6.00 to clerk, \$6.00 to tax collector
Recording of Judgment Lien, Assignment, or Discharge	24 V.S.A. § 1158 [18]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00/page ⁷	All ²
Lumber			
<i>Lien, Recording</i>	9 V.S.A. § 2014 [19]	\$5.00	All
<i>Certified Registration, Recording</i>	9 V.S.A. § 2013 [20]	\$6.00	All
Civil Marriage/Civil Union License			
<i>Certified copy</i>	18 V.S.A. § 5017 [8]; 32 V.S.A. §§ 1712(5) [9]	\$10.00	All
<i>Search for certified copy</i>	32 V.S.A. § 1715(a) [10]	\$3.00 (credited toward fee for first certified copy)	All
<i>Non-certified copy</i>	18 V.S.A. § 4999(4) [11]; 32 V.S.A. § 1671(a)(7) [3]	at actual cost ³	All
<i>Issuing and Recording</i>	32 V.S.A. § 1712(1) [9]	\$60.00	\$10.00
Military Honorable Discharges or Certificates of Service, Recording	24 V.S.A. § 1175 [21]	\$0.50 (paid by town) ⁵	All
Minutes of Meetings	32 V.S.A. § 1671(a)(7) [3]	at actual cost ³	All
Mobile Home Uniform Bill of Sale, Recording/Filing	9 V.S.A. § 2602(b) [22]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00/page	All ²
Mortgage			
<i>Assignment of Mortgage, Recording</i>	24 V.S.A. § 1158 [18]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00/page	All ²
<i>Complaint to Foreclose, Recording</i>	12 V.S.A. § 4932 (b) [23]; 32 V.S.A. § 1671(a)(2) [3]	\$15.00/page	All ²
<i>Discharge of Mortgage, Recording</i>	24 V.S.A. § 1158 [18]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00/page ⁷	All ²
<i>Trust Mortgage Deed, Recording</i>	24 V.S.A. § 1155 [24]; 32 V.S.A. § 1671(a)(1) [3]	\$15.00/page	All ²
Chattel Mortgage, Conditional Vendor's Lien, Recording or Discharge	24 V.S.A. § 1156 [25]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00/page	All ²
Motor Vehicle, Snowmobile or Motorboat Registration Renewal	23 V.S.A. § 6 [26]	see Title 23, Chapter 7, Subchapter 2	\$3.00
Printed, Stamped, or Typed Name, failure to include on instrument to be recorded	32 V.S.A. § 1405 [27]	\$2.00	All
Name Change (regarding real estate), Recording of Certificate	27 V.S.A. § 350 [28]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00/page	All ²

FEE DESCRIPTION	CITATION	TOTAL CHARGES	MUNICIPALITY AND/OR CLERK RETAINS ¹
Nonjudicial Foreclosure, Notice of Sale, and Recording of Sale	12 V.S.A. § 4964 [29]; 12 V.S.A. § 4967 [30]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00/page	All ²
Posted Land, Recording	10 V.S.A. § 5201(c) [31]	\$5.00	All
Property Transfer Tax Return, Recording or Filing	32 V.S.A. § 9606(a) [32]; 32 V.S.A. § 1671(a)(6) [3]	\$15.00	All ²
Public Document/Record, Certified copy	32 V.S.A. § 1671(a)(6) [3]	\$10.00/page	All
Recording/Filing any Public Record	32 V.S.A. § 1671(a)(6) [3]	\$15.00/page	All ²
Survey Plats, Recording			
11×17 inch, 18×24 inch, 24×36 inch	32 V.S.A. § 1671(a)(8) [3]	\$25.00/sheet	All
Tobacco License, or Renewal	7 V.S.A. § 1002(d)(1)(B) [33]	\$110.00	None
Tobacco Substitute Endorsement, or Renewal	7 V.S.A. § 1002(d)(1)(C) [33]	\$50.00	None
Uniform Commercial Code			
<i>Filing and indexing a record under Article 9 other than an initial financing statement</i>	9A V.S.A. § 9-525(a) [34]	\$35.00 ⁸	All
<i>Filing and indexing an initial financing statement</i>	9A V.S.A. § 9-525(b) [34]	\$6.00 per page	All
<i>Responding to information request or issuing certificate showing statement on file</i>	9A V.S.A. § 9-525(c) [34]	\$25.00	All
Uncertified Copies of Recorded and Filed Documents	32 V.S.A. § 1671(a)(7) [3]	\$1.00/page (\$2.00 minimum)	All
Veterans, Copy of records for VA benefits determination	14 V.S.A. § 3116 [35]	no charge	
Waterfowl Stamp	10 V.S.A. § 4277(d) [36]	\$7.50	\$1.00

1. If clerk receives salary in lieu of fees, town retains entire amount. 32 V.S.A. § 1401.
2. Not less than \$4.00 per page from the per-page recording fees established under 32 V.S.A. § 1671 shall be placed into the town's Restoration and Preservation Reserve Fund. A town may allocate less than \$4.00 per page from recording fees if the town clerk certifies that the town has sufficient dedicated reserve funds for the restoration, preservation, digitization, storage, and conservation of town records. A copy of such certification must be submitted to the House Committee on Government Operations on or before the third Monday of each year. 32 V.S.A. § 1671(c).
3. "Actual cost" means the fees established by the Secretary of State's [Uniform Schedule of Public Record Charges](#) [37], unless the town has adopted its own schedule of fees, as set forth by 1 V.S.A. § 316(e). The Uniform Fee Schedule sets costs as follows: for photocopies, \$.05 per single-sided page and \$.09 per double-sided page for pages up to 8.5 by 14 inches; for computer-generated paper copies, \$.02 per page for pages up to 8.5 by 14 inches; for color photocopies, \$1 per single-sided page.
4. Upon request, one copy of checklist must be provided free of charge to the chair of each political party in town. 17 V.S.A. § 2141(c)(1).
5. If clerk receives salary in lieu of fees, there is no payment by the town and no funds are retained by the clerk.
6. If the municipal personal property lien is performed by the delinquent tax collector who receives

salary in lieu of fees, there is no payment by the town and no funds retained by the delinquent tax collector.

7. The fee to record a mortgage or lien discharge applies only when filed as a separate instrument for recording. Alternatively, a mortgage or lien may be discharged by entry on the margin of the mortgage or lien document itself pursuant to 27 V.S.A. § 461 or 24 V.S.A. § 1158, in which case there is no charge for recording.

8. This fee is not applicable to a record of a mortgage which is effective as a financing statement filed as a fixture filing or as a financing statement covering as-extracted collateral or timber to be cut under 9A V.S.A. § 9-502(c). However, the recording and satisfaction fees that otherwise would be applicable to the record of the mortgage apply. 9A V.S.A. § 9-525(d).

- A schedule of all fees shall be posted in the town clerk's office. 32 V.S.A. § 1671(b).
- Municipal clerks may require fees for all filing, recording, and copying to be paid in advance. 32 V.S.A. § 1671(a)(5).
- Under 32 V.S.A. § 1751, when no other provision is made, an officer or person whose duty it is to record documents shall be allowed:

(A) the sum of \$.60 a folio thereof with a minimum fee of \$1.00;

(B) the sum of \$2.00 for each official certificate;

(C) for the authentication of documents, \$2.00; and

(D) for other services such sum as is in proportion to the fees established by law.

These fees are subject to review by the General Assembly, so clerks should check current statutes to determine if the fees have been changed. You may also contact the Vermont League of Cities and Towns Municipal Assistance Center (MAC) at 800-649-7915 or info@vlct.org [38].

Links

[1] https://www.vlct.org/sites/default/files/VLCT_ClerkFeeSchedule_2020.pdf

[2] <https://legislature.vermont.gov/statutes/section/10/151/06007>

[3] <https://legislature.vermont.gov/statutes/section/32/017/01671>

[4] <https://legislature.vermont.gov/statutes/section/07/009/00204>

[5] <https://legislature.vermont.gov/statutes/section/07/009/00206>

[6] <https://legislature.vermont.gov/statutes/section/12/123/03293>

[7] <https://legislature.vermont.gov/statutes/section/10APPENDIX/001/00002b>

[8] <https://legislature.vermont.gov/statutes/section/18/101/05017>

[9] <https://legislature.vermont.gov/statutes/section/32/017/01712>

[10] <https://legislature.vermont.gov/statutes/section/32/017/01715>

[11] <https://legislature.vermont.gov/statutes/section/18/101/04999>

[12] <https://legislature.vermont.gov/statutes/section/32/017/01714>

[13] <http://www.vlct.org/node/15490>

[14] <https://legislature.vermont.gov/statutes/section/31/019/01002>

[15] <https://legislature.vermont.gov/statutes/section/10/105/04254>

[16] <https://legislature.vermont.gov/statutes/section/10/105/04261>

[17] <https://legislature.vermont.gov/statutes/section/32/133/05078>

[18] <https://legislature.vermont.gov/statutes/section/24/035/01158>

[19] <https://legislature.vermont.gov/statutes/section/09/051/02014>

[20] <https://legislature.vermont.gov/statutes/section/09/051/02013>

[21] <https://legislature.vermont.gov/statutes/section/24/035/01175>

- [22] <https://legislature.vermont.gov/statutes/section/09/072/02602>
- [23] <https://legislature.vermont.gov/statutes/section/12/172/04932>
- [24] <https://legislature.vermont.gov/statutes/section/24/035/01155>
- [25] <https://legislature.vermont.gov/statutes/section/24/035/01156>
- [26] <https://legislature.vermont.gov/statutes/section/23/001/00006>
- [27] <https://legislature.vermont.gov/statutes/section/32/017/01405>
- [28] <https://legislature.vermont.gov/statutes/section/27/005/00350>
- [29] <https://legislature.vermont.gov/statutes/section/12/172/04964>
- [30] <https://legislature.vermont.gov/statutes/section/12/172/04967>
- [31] <https://legislature.vermont.gov/statutes/section/10/119/05201>
- [32] <https://legislature.vermont.gov/statutes/section/32/231/09606>
- [33] <https://legislature.vermont.gov/statutes/section/07/040/01002>
- [34] <https://legislature.vermont.gov/statutes/section/09A/009/00525>
- [35] <https://legislature.vermont.gov/statutes/section/14/113/03116>
- [36] <https://legislature.vermont.gov/statutes/section/10/105/04277>
- [37] <https://sos.vermont.gov/vsara/manage/information-governance/compliance/uniform-charges-schedule/>
- [38] <mailto:info@vlct.org>



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[Home](#) > [Resources](#) > Vermont Dog and Wolf-Hybrid Licensing

Vermont Dog and Wolf-Hybrid Licensing

[PDF to print for ready reference](#) [1]

Annual Licensing Deadline for Existing Pet Owners: April 1

A person who fails to license a dog or wolf-hybrid in the required manner may be fined up to **\$500.00**. [[20 V.S.A. § 3550\(a\)](#)] [2]

Minimum Fee Schedule

All licensing requirements apply to dogs and wolf-hybrids (DWH) **age 6 months or older**. Per Vermont law, **municipalities may levy an optional additional surcharge fee, not to exceed \$10.00, to enforce its animal and rabies control program.** [[20 V.S.A. § 3581\(c\)\(2\)](#)] [3]

Adoption Date (on or before)	April 1	Late Fee	After April 1*	Late Fee	After October 1*	Late Fee
Neutered or spayed	\$9.00	\$11.00	\$9.00	\$11.00	\$7.00	\$8.00
NOT neutered or spayed	\$13.00	\$17.00	\$13.00	\$17.00	\$9.00	\$11.00

* DWH adopted between April 1 and October 1: Owner has 30 days to license from time of adoption.

Working Farm Dog Fee: Add \$5.00

Minimum Fee Components: All minimum fees include a required \$1.00 State of Vermont Rabies Control Program fee and a required \$4.00 State of Vermont Spay/Neuter Program Fee. The municipal clerk retains \$2.00 for his or her own use for each license or permit he or she issues.

Impoundment Financial Hardship Waiver: A municipality may waive the license fee for an impounded dog or wolf-hybrid, upon showing current vaccinations and financial hardship. State

forfeits their portion of the fee.

Special Situations

Annual Breeding License (or Special License) and Pet Dealer Annual Permit Fees

Pet dealers are not exempt from other licensing requirements. See definition of Pet Dealers below.

Dates	BREEDING [OR SPECIAL] LICENSE		PET DEALER PERMIT FEE
	1-10 Dogs or Wolf-Hybrids	Additional Each (over 10)	Total (flat) fee
On or before April 1	\$30.00	\$3.00	\$25.00
After April 1	\$45.00	\$4.50	\$37.50

Definitions and Requirements

General Licensing Requirements

- Neutered or Spayed Verification: Certificate of Sterilization signed by a licensed veterinarian
- Vaccination Certificate (or certified copy) signed by a licensed veterinarian
- Owner Certification of vaccination (should be recorded by the Municipal Clerk)

Breeding Licenses

Breeders may request a breeding [or special] license. Animals must be held in a proper enclosure. A current rabies vaccination is also required for each dog or wolf-hybrid. Such licensed dogs or wolf-hybrids are exempt from other license fees and any town surcharge. However, each breeding license issued is subject to the \$1.00 state fee for state rabies control programs. NOTE: Breeders of cats and ferrets may also apply for a breeding license for their operations.

Pet Dealers

A pet dealer is any person (excluding pet shops, animal shelters, or rescue organizations) who sells or exchanges, or offers to sell or exchange cats, dogs, or wolf-hybrids, or any combination thereof, from three or more litters in any 12-month period. The permit must be displayed prominently on the premises where the cats, dogs, or wolf-hybrids are kept. **Dealers are not exempt from other required license(s).**

Clerk requirements regarding pet dealers:

1. Provide the pet dealer a copy of Part 3 of the Animal Welfare Regulations (with Animal Health Contact Information) - Vermont Agency of Agriculture, Food and Markets
2. Provide the pet dealer information about sales tax obligations.
3. Maintain a record of the types of animals kept by the permit holder.

Working Farm Dog License

“Working farm dog” means a dog that is bred or trained to herd or protect livestock or poultry or to protect crops **and** that is used for those purposes **and** that is registered as a working farm dog. Municipalities may not prohibit or regulate a “Working Farm Dog” barking and/or running at large, on the license holder’s property, in order to herd or protect livestock, poultry, or crops.

Temporary Vermont Visitors

A person may bring a licensed dog(s) into Vermont for a period not to exceed 90 days, provided the owner has a valid, current certificate of rabies vaccination.

Municipal Clerk Reporting and Record Requirements

- Deposit license fees into the town treasury within 60 days of receipt
- Provide a sworn statement regarding amount of money received and paid over by him or her to the town treasury
- Maintain record of issued licenses, with the names of the owners/keepers, names and descriptions of the Dogs or Wolf-Hybrids, and registration numbers.
- A license is valid in any part of the state and may be transferred, provided the license is recorded by the municipal clerk where the dog or wolf-hybrid is currently being kept.

Rabies Vaccination Requirements

1. All dogs and wolf-hybrids over 3 months old must be vaccinated.
2. All vaccinations, including the initial vaccination, must use a U.S. Department of Agriculture-approved three-year rabies vaccine product.
3. All vaccinations must be conducted by a licensed veterinarian.
4. Every animal must receive a booster 9-12 months after initial vaccination.
5. Vaccinations must be given every 36 months.

Links

[1] https://www.vlct.org/sites/default/files/VLCT_DogWHLicenseInfo_2020.pdf

[2] <https://legislature.vermont.gov/statutes/section/20/193/03550>

[3] <https://legislature.vermont.gov/statutes/section/20/193/03581>

Tracy Hall Gym Considerations

Square Footage **Tracy Hall**
10,300

FY 2020-21 Budget Items:

Heat	\$	11,500		
Electricity	\$	13,500		
Water Usage	\$	650		
Alarm Monitoring	\$	600		
	\$	26,250	\$	2.55 Cost / SF
			3,036	Gym SF
	\$	7,737.38		Cost Attributable to the Gym
			365	Days in One Year
	\$	21.20		Cost Attributable to the Gym / Day

"Loaded" Labor Rates:

Custodian:

Calculation for Regular Pay:

Calculation for OT Pay:

Annualized Salary, Approx.	\$	44,230			\$	66,345		
Annualized Health Costs	\$	23,782			\$	23,782		
Annual Pager Cost	\$	650			\$	650		
	\$	68,662	260	Work Days in One Year	\$	90,777	260	Work Days in One Year
		\$	264.08	Labor Cost / Work Day		\$	349.14	OT Labor Cost / Work Day
	\$	33.01		Labor Cost / Work Day Hour	\$	43.64		OT Labor Cost / Work Day Hour

Bldgs. & Grounds Tech.:

Annualized Salary, Approx.	\$	42,806			\$	64,209		
Annualized Health Costs	\$	16,772			\$	16,772		
Annual Pager Cost	\$	650			\$	650		
	\$	60,228	260	Work Days in One Year	\$	81,631	260	Work Days in One Year
		\$	231.65	Labor Cost / Work Day		\$	313.97	OT Labor Cost / Work Day
	\$	28.96		Labor Cost / Work Day Hour	\$	39.25		OT Labor Cost / Work Day Hour

Add Ons:

Chairs:

Full Set Up	\$	65	"Rounded" one and one-half labor rate for Custodian
<Full Set Up	\$	33	"Rounded one half of Full Set Up Rate
Tables			---- Factored into Set Up for Chairs
Extra Cleaning	\$130		Deposit - Cost Applied as Necessary (calculated at about 3 hours of Custodian's labor rate)
Damage Deposit for IT Equip.	\$200		Deposit - Cost Applied as Necessary (thinking is based on replacement of projector)

Flooring:

Put Down, Regular Hours	\$	123.93	2 Hours for Custodian & Bldgs/Ground Tech. each
Pick Up, Regular Hours	\$	123.93	2 Hours for Custodian & Bldgs/Ground Tech. each
	\$	247.87	Total
Put Down, OT Hours	\$	248.67	3 Hour Minimum for Custodian & Bldgs/Ground Tech. each
Pick Up, OT Hours	\$	248.67	3 Hour Minimum for Custodian & Bldgs/Ground Tech. each
	\$	497.33	

Combination of Hours is OK

Herb Durfee

From: Brie Swenson
Sent: Friday, August 07, 2020 2:41 PM
To: Herb Durfee
Subject: Fees
Attachments: HuntleyRentals.pdf

So, I pulled this off of our website. All rental fees were decided by consulting with the DPW about hourly rates for the employees who maintain the areas, and with Hanover Parks and Recreation.

Online waiver:

In consideration of being allowed to use the above-named facility on the date(s) indicated, the Renter hereby releases and waives all claims for liability against the Town of Norwich, a municipal corporation of the state of Vermont, and all their employees, officers, agents, board members, volunteers and any and all individuals and organizations assisting, arising or in any way predicated upon acts or omissions, in connection with the undersigned group or organization's use of the above-described facilities or property.

The Renter agrees to indemnify and hold harmless the Norwich Recreation Department, Town of Norwich, all their employees, officers, agents, board members, volunteers and any and all individuals and organizations assisting from any and all liability arising out of, or in any manner predicated upon, loss or damage to property, injury or death to members of the undersigned group or organization, which injury may occur in connection with the use of the above-described facilities and/or property, whether or not such injury, loss, or damage arises, in whole or in part, from the negligence of the Norwich Recreation Department, the Town of Norwich, all their employees, officers, agents, board members, volunteers and any and all individuals and organizations assisting.

The Renter further states that s/he is of lawful age and legally competent and empowered to agree to this waiver and release on his/her own behalf and/or on behalf of his/her principal, and that such waiver and release is freely given and based upon no statement or representation Town of Norwich, The Norwich Recreation Council, and all their employees, officers, agents, board members, volunteers and any and all individuals and organizations assisting.

I affirm that I have read this Facilities and Property Use Waiver and Liability Release, and that I understand the contents of this Agreement to use the Jill Kearney Niles Pavilion.

Brie Swenson
Recreation Director
Norwich, Vermont
bswenson@norwich.vt.us
802-649-1419 ext. 5
Norwichrecreation.org

NORWICH RECREATION DEPARTMENT

- 1) Carry in & out required for all trash & recyclables. Please do not overfill our on-site trash receptacles. *Your deposit will be used to pay for any necessary clean-up if you fail to do so.*
- 2) No possession or consumption of any form of alcohol, including in vehicles, anywhere on the property.
- 3) Please refrain from taking anything made of glass into the playground area. No climbing on roof of playground structure. Folks using the pavilion are welcome to use the playground area but will not have exclusive use since it is always open to Norwich residents.
- 4) The site is set up to comfortably accommodate approximately 25 people. For larger groups, organizer must discuss logistics with the Norwich Recreation Director.
- 5) There is at least one port-o-john from July through the end of September. During this time frame one is located at the corner of the tennis courts and the Girard Field outfield. Depending on the season, there may be one or two more on site at Huntley Meadow.
- 6) We discourage bringing dogs to group events held at Huntley Meadow. If you cannot avoid bringing a dog they must be kept under complete control. Please pick all waste promptly.
- 7) There is a water fountain at the base of the long stairs, usable during frost free seasons.
- 8) If access to drive a vehicle down to the pavilion is needed, please contact the Recreation Director at least a week in advance by calling 802-649-1419 x.5

Huntley Pavilion Rental Fee Structure

Norwich Recreation team gatherings or special events – No Charge

Norwich residents' birthday parties or family gatherings under 25 people – *No Charge*/3 hours. Additional time: \$25/hour.

For non-residents, outside groups and resident groups of 25+, fees are: 3hrs - \$125. \$50/additional hour. All reservations under this category require a \$50 deposit.

Athletic Field Rental Fee Structure

We have 4 fields available to rent. Field lining and layout assistance is available. Tennis courts are available on a first-come, first served basis, with private lesson rentals available.

Athletic field rental fee is \$85/hour per unlined field and \$125/hour lined field. Seasonal rentals of lined fields are \$3,000/6 weeks.

Girard Baseball Field is \$250/week for non-residents and groups (playing max. 2x a week). Resident rental fees are \$165/week. Seasonal rental of Girard Baseball Field is \$2,500 for an 8 week season, with initial setup and weekly maintenance included. These fees do not include weekend game days. Weekend games are \$75/game.

Reservations should be confirmed by calling the Recreation Department. Reservations requiring payment will be considered firm when payment is received.

Brie Swenson - Norwich Recreation Director Phone # 802-649-3040 x.5 E-mail: bswenson@norwich.vt.us

Herb Durfee

From: Herb Durfee
Sent: Wednesday, August 05, 2020 11:19 AM
To: 'claudette brochu'
Cc: Roger Arnold; Miranda Bergmeier
Subject: RE: Discussion on DPW AA
Attachments: PZ02 - Planning and Zoning Assistant.doc

So, in the FYE 2021 Budget Binder under the "Manpower" tab, Larry offered this information:

3.) *Part time administrative assistant to the Public Works Director*

- a. *Assistant to do: invoices, timesheets, repair logs, work orders, fleet maintenance records and repair cost reporting, monthly reports, budget preparation, access permits, bid documents and notices, grant applications, director's memos and policies, receive resident's complaints when director is absent.*
- b. *Currently the director performs the above duties. This severely reduces the amount of time to perform director duties.*
- c. *Currently there is no one to do fleet maintenance records or maintenance software documentation. The director has to copy all repair bills (after line item approval) and give the copy to the mechanic for records – not cost effective use of the director's or mechanic's time.*

Also, the Budget Request Form for Account #: 01-5-7031**.** includes the line item for the Admin. Assistant (part-time) at an amount of \$20,103 for FYE 2021. This is based on placing the position on Grade 12-A for 20 hrs/wk @\$19.33/hr. All of this is factored into the voter approved budget, including FICA and Medicare. The same sheet includes the following text:

*New part-time position; refer to DPW letter of transmittal on "Manpower". [Note: the former director's wife, essentially, volunteered significant time on behalf of the former director. She conducted **everything** administrative for the entire DPW. The TM calculated that this effort over the term that the former director was with the Town at an estimated total administrative labor savings of \$300,000.]*

For the time being, due to COVID-19, I have not advertised or hired for such position (or the new FT DPW laborer position that, also, was included in the approved budget), since I wanted to ensure funding would not be an issue for the retention of existing employees. But for COVID-19, I would already have those two new positions onboard. But, due to that delay I have not formally prepared job descriptions, though I would take our existing assistant job descriptions and roll the above information into it. (The Planning/Zoning Assistant job description is attached as an example.)

Does the above provide the info you seek?

Herb
Herbert A. Durfee, III
Town Manager
Town of Norwich
PO Box 376
Norwich, VT 05055
802-649-1419 ext. 102
802-698-3000 (cell)
802-649-0123 (fax)

From: claudette brochu [<mailto:cbrochu30@gmail.com>]
Sent: Tuesday, August 04, 2020 8:32 PM

To: Herb Durfee
Cc: Roger Arnold
Subject: Discussion on DPW AA

Hi Herb,

I would love to see a job description for this position as well as possible budget impact (esp with proposed FO staffing recommendations). I believe this would be a non-benefited position, correct?

C

Please note that any reply or response to this email is subject to the disclosure provisions under the Vermont Open Meeting Law and Public Records Act..



Job Title: Planning Assistant
Department: Planning and Zoning

FLSA Designation: Non-Exempt
Pay Classification: 14

1. JOB SUMMARY

- 1.1 This position is responsible for assisting in the administration of the town's planning and zoning operations.

2. MAJOR DUTIES

- 2.1 Maintains, processes and tracks permit applications.
- 2.2 Maintains and copies permits for Development Review Board hearings.
- 2.3 Answers telephone and greets visitors; provides information and assistance.
- 2.4 Organizes and distributes information for meetings of the Development Review Board.
- 2.5 Proofreads hearing documents, agendas, minutes, and zoning and planning documents.
- 2.6 Maintains a database of permits and E911 locatable addresses.
- 2.7 Provides zoning and planning documents to the public upon request.
- 2.8 Drafts correspondence.
- 2.9 Performs related duties.

3. KNOWLEDGE REQUIRED BY THE POSITION

- 3.1 Knowledge of department and town policies and procedures.
- 3.2 Knowledge of computers and job related software programs.
- 3.3 Knowledge of modern office principles and practices.
- 3.4 Skill in the analysis of problems and the development and implementation of solutions.
- 3.5 Skill in the preparation of clear and precise reports.
- 3.6 Skill in oral and written communication.

4. SUPERVISORY CONTROLS

- 4.1 The Planning and Zoning Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

5. GUIDELINES

- 5.1 Guidelines include zoning and subdivision regulations and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

6. COMPLEXITY/SCOPE OF WORK

- 6.1 The work consists of related administrative and customer service duties. Frequent interruptions contribute to the complexity of the position.
- 6.2 The purpose of this position is to assist in administering the town's planning and zoning functions. Success in this position contributes to the well-planned and positive growth of the Town of Norwich.

7. CONTACTS

- 7.1 Contacts are typically with co-workers, developers, architects, contractors, elected and appointed officials, land owners, and members of the general public.

7.2 Contacts are typically to provide services, to give or exchange information, or to resolve problems.

8. PHYSICAL DEMANDS/ WORK ENVIRONMENT

8.1 The work is typically performed while sitting at a desk or table. The employee occasionally lifts light objects.

8.2 The work is typically performed in an office.

9. SUPERVISORY AND MANAGEMENT RESPONSIBILITY

9.1 None.

10. MINIMUM QUALIFICATIONS

10.1 Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

10.2 Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

**GROUP NET METERING AGREEMENT
TOWN OF NORWICH**

This Group Net Metering Agreement (this "Agreement") is by and between **Solalect Energy LLC**, with an address of **1190 Turnpike Road, Norwich, VT 05055** (the "Service Provider"), and the Town Of Norwich, with an address of **300 Main Street, PO Box 376, Norwich VT 05055** (the "Customer").

Background

1. The Service Provider intends to install, construct and commission a solar photovoltaic electricity generating facility with a nominal capacity of approximately 148.2 kilowatts (AC), as more particularly described on **Exhibit A** (the "Facility").

2. The Facility will be located within the service territory of Green Mountain Power Corporation on the site described on **Exhibit A**.

3. The Service Provider intends to petition the Vermont Public Service Board (the "PSB") for a Certificate of Public Good (the "CPG") to construct and install the Facility and operate the Facility as a group net-metering system pursuant to 30 V.S.A. § 219a and § 248 (the "Group Net Metering System"). Service Provider will be a member of the Group Net Metering System and have the right to appoint the administrator for the Group Net Metering System.

4. Following the commissioning of the Facility, the Utility (as defined below) will allocate to the designated electric meters of the members of the Group Net Metering System (each, a "Group Member") credits for the kilowatt hours of electricity generated by the Facility pursuant to allocation instructions provided by the Service Provider. For each kilowatt hour of electricity generated by the Facility and allocated to a designated electric meter of a Group Member, the Utility will credit, allocate or otherwise apply a corresponding monetary credit to the Utility account, bill or charges with respect to such meter (such monetary credits attributable to output of the Facility, "Net Metering Credits").

5. The Customer and the Service Provider have accordingly entered into this Agreement to establish the definitive terms and conditions under which the Customer will become a Group Member and receive the benefits of Net Metering Credits attributable to the electricity output of the Facility in exchange for payments to the Service Provider as specified herein.

N O W , T H E R E F O R E ,

In consideration of the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Definitions.** Capitalized terms used herein but not otherwise defined shall have the following meanings:

"Agreement" shall have the meaning given in the introductory paragraph to this Agreement.

"Administrator" shall have the meaning given in Section 2.

"Allocation Instructions" shall have the meaning given in Section 4.

"Billing Period" means a Utility billing period for which Net Metering Credits are credited, allocated or otherwise applied to the Utility bills, accounts or charges for any Customer Meter.

“Customer” shall have the meaning given in the introductory paragraph to this Agreement.

“Customer Meters” means all Meters of the Customer or Meters included at the Customer’s request or direction in the Group Net Metering Arrangement contemplated by this Agreement, which includes each of the electricity meters identified as a Customer Meter in **Exhibit B** hereto.

“Commissioning Date(s)” means the date on which the Facility or any portion thereof begins delivery of electricity generated by the Facility or any portion thereof to the Utility.

“CPG” shall have the meaning set forth in the recitals to this Agreement.

“Environmental Credits” means any and all mandatory or voluntary federal, state or local renewable energy certificates or emissions credits rebates, subsidies, incentive payments or any other green tags, tax credits, grants or other benefits or incentives related to the environmental characteristics of the Facility whether related to any renewable portfolio standard or other renewable energy purchaser requirements or otherwise, whether existing as of the date hereof or enacted thereafter.

“Event of Default” shall have the meaning given in Section 8.

“Facility” shall have the meaning set forth in the recitals to this Agreement and shall include all equipment, facilities and materials, including photovoltaic arrays, DC/AC inverters, wiring and other components included therein.

“Group Member” shall have the meaning set forth in the recitals to this Agreement.

“Group Net Metering System” shall have the meaning set forth in the recitals to this Agreement.

“Group Net Metering Arrangement” means an agreement between one or more electric utility customers, located within the same service territory, to combine multiple electricity meters in order to share and allocate credits for the electricity generated by a renewable-generation facility.

“Meters” shall mean each of the designated electric meters of the members of the Group Net Metering System to which credit for electricity generated by the Facility is allocated from time to time, including each of the electricity meters listed in **Exhibit B** hereto.

“Net Metering Credits” shall have the meaning set forth in the recitals to this Agreement.

“Notice” shall have the meaning given in Section 14.

“Output” means all of the electricity produced by the Facility, delivered to the Utility and allocated to the Customer Meters, measured in kilowatt hours.

“PSB” shall have the meaning set forth in the recitals to this Agreement.

“Service Fee” shall have the meaning given in Section 5.

“Services” means any and all of the services provided by the Service Provider to the Customer pursuant to this Agreement, including admitting the Customer as a Group Member, administration of the Group Net Metering Arrangement contemplated hereby, production and

delivery of Output by the System to the Utility, and the allocation of Net Metering Credits to the Customer Meters.

“Service Provider” shall have the meaning given in the introductory paragraph to this Agreement.

“Utility” means the retail electric Service Provider serving the Customer. The Utility is currently Green Mountain Power Corporation.

Section 2. **Group Net Metering Agreement.** This Agreement creates an obligation by the Customer to pay the Service Provider for the benefits of the Services, including the benefits of Net Metering Credits attributable to electricity generated by the System and allocated to electricity meters of the Customer in accordance with Section 3 of this Agreement. The Service Provider shall administer the Group Net Metering Arrangement in accordance with this Agreement and applicable law and shall have the right to designate from time to time, in its sole discretion, the administrator and designated person (as defined in 30 V.S.A. § 219a(g)(1)) for this Group Net Metering System (the “Administrator”).

Section 3. **Ownership of the Facility.** The Customer shall have no right, title or interest in or to the Facility or any equipment or component thereof or permit or approval therefor, and nothing in this Agreement shall have the effect of passing any right, title or interest in or to the Facility or any equipment or component thereof or permit or approval therefor to the Customer or any other Person.

Section 4. **Allocation of Electricity Generated by Facility.** Prior to the Commissioning Date, the Service Provider shall instruct the Utility to allocate credit for forty-three and one-half percent (43.5%) of the Facility’s excess electricity generation to the Customer Meters in accordance with the allocation instructions attached hereto as **Exhibit B** (the “Allocation Instructions”). If the Facility is commissioned in phases, the Customer shall be allocated 100% of the Net Metering Credits until the Facility generates Net Metering Credits equal to those expected from 43.5% of a fully complete Facility. The Service Provider shall have the right to change, amend or modify the Allocation Instructions to maximize the monetary value of the Net Metering Credits or the benefits to the Customer under the Allocation Instructions. Upon the Service Provider’s request from time to time during the Term of this Agreement, the Customer shall cooperate with the Service Provider to identify the optimum allocation of the electrical generation of the Facility that maximizes the monetary value of the Net Metering Credits or benefits to the Customer.

Section 5. **Service Fee; Billing and Payment.**

- (a) Customer agrees to pay Service Provider the price for Services set forth on **Exhibit C** hereto, which is incorporated herein by reference and shall have the same force and effect as though fully set forth herein in its entirety (the “Service Price”).
- (b) **Billing.** The Customer will be charged on a monthly basis starting on the Commissioning Date, a flat amount that is equal to the Estimated Monthly Service Price (as defined in Exhibit C hereto), which amount shall be prorated for the first month. The monthly payment will be due and payable on the first (1st) business day of each month. Service Provider shall conduct an annual audit of System Output upon the anniversary of the Commissioning Date and shall reconcile the Customer’s billing account to actual electricity produced within forty five (45) days of the anniversary of the Commissioning Date.

- (c) **Payments.** Customer shall pay Service Provider the full amount of each such invoice pursuant to **Exhibit C** by electronic funds transfer, to be arranged by Service Provider and Customer on or before the Commissioning Date.
- (d) **Late Payments.** Service Provider shall be entitled to charge Customer interest at the rate equal to the lesser of: (i) one percent (1%) per month; or (ii) the maximum provided by law, for late payments hereunder. In the event that the last day that payment must be so made falls on a weekend or state or federal holiday, the payment shall be due on the next business day. This late payment charge shall be imposed upon the unpaid balance, including any prior unpaid late payment charges and shall be assessed on such unpaid balances once each month after it is initially imposed on an unpaid balance, so long as a balance remains unpaid.
- (e) **Monthly Report.** Customer shall cooperate with Service Provider to obtain monthly reports from the Utility explaining how Output and Net Metering Credits were allocated among the Meters, how such Net Metering Credits were valued by the Utility, and if there are excess Net Metering Credits available for use in future months.

Section 6. **Covenants.**

- (a) **Reports.** The Customer shall provide the Service Provider with copies of all Utility bills and invoices and all other written communications received by the Customer from the Utility with respect to the Customer Meters within ten (10) business days of receipt thereof.
- (b) **Exclusivity.** The Customer shall not enter into a Group Net Metering Arrangement with any other person or entity during the Term with respect to any Customer Meter. However, if the seasonally adjusted Net Metering Credits applied to any particular Customer Meter during any six month period fall below 70% (seventy percent) of the retail value of the electricity used by that Customer Meter, for reasons other than Force Majeure Event, the Customer has the right, but not the obligation, to request in writing that the Customer Meter be removed from the Net Metering Group. The Service Provider has the right to reallocate Net Metering Credits to the Customer Meters within the Group to maximize the number of Customer Meters that are adequately supplied with Net Metering Credits, but must satisfy the request within thirty (30) days. As the Customer's energy use in any given Customer Meter may increase, and as the solar production is expected to decline each year, and as the "solar adder" ends in the tenth year, all of which may contribute to this condition, the Service Provider shall have the right, but not the obligation, to allocate Net Metering Credits to any Customer Meters removed from this Group from another solar project of the Service Provider under the same terms as are in this agreement.
- (c) **Utility.** The Customer shall remain a customer of the Utility in good standing at all times during the Term hereof, and shall not take any action to cause any Customer Meter to be disconnected or removed from the Utility's service without the Service Provider's prior written consent. The Customer acknowledges that during any Utility billing period during the term of this Agreement, the Utility charges for the Customer Meters may exceed the Net Metering Credits attributable to output of the Facility allocated to such Meters for such period (for example, if the Customer's electricity usage exceeds the output of the Facility). The Customer shall pay its obligations to the Utility as the same become due

and payable at all times during the term, including without limitation all Utility charges in excess of the Net Metering Credits allocated to the Customer during any billing period.

- (d) **Further Assurances.** The Customer, from time to time, on written request of the Service Provider, shall perform such further acts, including execution of documents and agreements, as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Agreement, provided that such acts shall be consistent with this Agreement or any law or regulatory approvals pertaining to the subject matter hereof.
- (e) **Authorization.** The Service Provider and the Administrator are hereby authorized to take all such additional actions, including making any filings and submissions to the Utility and any applicable regulatory bodies, individually or on behalf of the Group Net Metering System or any Group Member, as may be necessary or desirable from time to time to carry out the terms of this Agreement.

Section 7. **Representations and Warranties.**

- (a) The Customer hereby represents and warrants to the Service Provider as follows:
 - (i) **Right, Power and Authority.** It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.
 - (ii) **Binding Obligation.** This Agreement has been duly authorized by all necessary action of the Customer, and constitutes a valid and binding obligation of the Customer, enforceable against the Customer in accordance with the terms hereof.
 - (iii) **Customer Meters.** The Customer further represents and warrants to the Service Provider that the Customer is a customer of the Utility in good standing and each of the Customer Meters is subject to Utility rates 2 (demand billed), 4, 5, 9, 10, 11, 13, 16 or 17.
- (b) The Service Provider hereby represents and warrants to the Customer as follows:
 - (i) **Right, Power and Authority.** It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.
 - (ii) **Binding Obligation.** This Agreement has been duly authorized by all necessary action of the Service Provider, and constitutes a valid and binding obligation of the Service Provider, enforceable in accordance with the terms hereof.
 - (iii) **Production.** Service Provider represents that it has sole right, title and interest to the Net Metering Credits produced by the Solar Facility, but makes no representation to any minimum quantity of Net Metering Credits during any billing period.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE PROVIDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES IN

CONNECTION WITH THE FACILITY, THE OUTPUT OF THE FACILITY OR THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN CONTRACT, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE PROVIDER IS NOT A UTILITY OR AN ELECTRICITY PROVIDER AND DOES NOT ASSUME, AND HEREBY DISCLAIMS, ANY REGULATORY OR STATUTORY OBLIGATIONS OF A UTILITY OR ELECTRICITY PROVIDER.

Section 8. **Events of Default.** The occurrence of any of the following events shall be an “Event of Default” with respect to the applicable party under this Agreement:

- (a) With respect to the Customer, the Customer fails to make any payment due under this agreement within thirty (30) days after written notice that the payment is or was due.
- (b) With respect to either party, if the other party breaches or fails to perform any material covenant, agreement or obligation set forth in this Agreement or breaches any material representation or warranty contained herein, and such breach, failure or misrepresentation remains uncured sixty (60) days or more after the party claiming default provides written notice to the other party, specifying the provision pursuant to which the alleged default has occurred. The party accused of default shall have sixty (60) days from the date of the notice to cure the default. In the event that the defaulting party shall fail to cure the default within sixty (60) days, the non-defaulting party shall be entitled to send a notice of termination of this Agreement to the defaulting party in accordance with Section 9(b)(i) and shall be entitled to pursue any and all remedies available at law or in equity.

Neither the Service Provider nor the Customer shall be considered to be in default in the performance of its obligations under this Agreement and no Event of Default shall be deemed to occur to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event. “Force Majeure Event” means any act, event, cause or condition that prevents a party from performing its obligations, and is beyond the affected party’s reasonable control, except that no act, event, cause or condition shall be considered to be an event of Force Majeure to the extent the party seeking to invoke the Section has caused or contributed to the applicable act, event, cause or condition by its fault or negligence. A Force Majeure Event may include, but shall not be limited to the following: fires, storms, earthquakes, floods, lightning, landslides, volcanic eruptions, hurricanes, tidal waves, epidemics, tornadoes, acts of God, changes in laws or regulations, war, strikes, terrorism, vandalism, riot or insurrection. If a party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such party shall promptly provide written notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. The party affected by a Force Majeure Event shall diligently endeavor to resume performance of its obligations as soon as reasonably practicable. Neither party may use its claim of a Force Majeure Event to excuse a failure to pay when due an amount owed to the other party hereunder.

Section 9. Term and Termination.

- (a) Term. This Agreement will have a term (the "Term") beginning on the date hereof and ending on the twenty year (20) year anniversary of the Commissioning Date, or until the earlier termination of this Agreement pursuant to this Section 9.
- (b) Early Termination.
 - (i) Upon the occurrence and during the continuation of any Event of Default hereunder, the non-defaulting Party shall have the option, but not the obligation, to terminate this Agreement upon providing written notice of termination to the defaulting Party.
 - (ii) The Service Provider shall have the option, in its sole discretion, to terminate this Agreement upon providing thirty (30) days prior written notice to the Customer if any of the following conditions precedent have not been satisfied or waived by the Service Provider on or prior to April 1, 2014 ("Conditional Early Termination Date"):
 - (A) The Service Provider shall have obtained all approvals, permits, licenses and authorizations, including the CPG (collectively, "Permits"), that the Service Provider deems necessary or desirable, in its sole discretion: (1) for the construction, installation, interconnection, operation and maintenance of the Facility, (2) for the provision of Services to the Customer under this Agreement, and (3) for the Group Net Metering Arrangement contemplated hereby, and all such Permits shall be in force and effect.
 - (B) The Service Provider shall have obtained any necessary leasehold, easements, licenses, rights of way, consents, property and other rights that the Service Provider, in its sole discretion, deems necessary or desirable for the construction, installation, operation and maintenance of the Facility.
 - (C) The Service Provider shall have obtained all funding and financing commitments for the Facility from one or more third parties on terms acceptable to the Service Provider, in its sole discretion.
- (c) All payment obligations of the Customer, and all rights and remedies of the parties hereto, arising prior to the termination of this Agreement shall survive the termination thereof.
- (d) Customer Purchase Option. At the eighth anniversary of the latest Commissioning Date, and every three years until the termination of the initial term, so long as Customer is not in default under this Agreement, Customer shall have the option to purchase the Facility from the Service Provider for a price equal to the Fair Market Value of the Facility. Customer may exercise this option by giving Service Provider at least sixty (60) days prior written notice (the "Purchase Option Notice") of its intent to exercise the purchase option, and remitting payment of the Purchase Option Price to Service Provider within thirty (30) days of the Purchase Option Notice. The Fair Market Value of the Facility

shall be determined by mutual agreement of the Service Provider and Customer; provided, however, if Service Provider and Customer cannot agree on a Fair Market Value within 30 days after Customer has exercised its option, the parties shall select a nationally recognized independent appraiser with experience in the solar photovoltaic industry to determine the Fair Market Value. Such appraisal shall be binding on the parties, with the costs for the written appraisal shared evenly. Purchase of the Facility shall be "as-is", and upon purchase of the Solar Facility by Customer, Seller shall have no further liabilities and obligations with regard to the Solar Facility.

Section 10. **Assignment.** The Customer shall not assign this Agreement or any of its rights hereunder to any other person or entity without the Service Provider's prior written consent. Service Provider may assign all (but not part) of its rights and obligations hereunder to an affiliate or lessee of Service Provider, to a purchaser of all or substantially all of the assets of Service Provider, or to an entity that acquires ownership of the Facility or, prior to the construction of the Facility, the development rights thereto. In the event of any such assignment, Service Provider shall, at least twenty-eight (28) days prior to the effective date of such assignment, provide notice to Customer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed all of Service Provider's rights and obligations under this Agreement. If Service Provider and assignee meet the requirements of this Section, then Customer agrees to sign any document reasonably requested of Service Provider in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. Following an assignment permitted under this Section, except to the extent provided by the terms of such assignment, Service Provider shall have no liability hereunder arising under this Agreement after the effective date of such assignment.

Section 11. **Green Attributes.** The Service Provider shall be entitled to all Environmental Credits associated with the electricity production from the Facility that is allocated to the Customer Meters. Service Provider shall have the right to sell, transfer, grant, convey or assign the Environmental Credits to any other person in Service Provider's sole discretion. The above notwithstanding, Service Provider hereby agrees not to sell, transfer, grant, convey or assign any and all "tradeable renewable energy credits" as defined in 30 V.S.A. § 8002(8) associated with any energy generated by the Facility.

Section 12. **Liability, Indemnity, Several Obligations.**

- (a) The Service Provider and the Customer shall each defend, save harmless, and indemnify the other (including its directors, officers, employees, agents and subsidiaries) from and against any and all claims, damages losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including but not limited to reasonable attorneys' fees), that are related to this Agreement and that are (i) caused by an act or omission of the indemnifying party, its agents, employees or invitees, or (ii) sustained on or caused by equipment or facilities, or the use thereof, that the indemnifying party owns or controls. Notwithstanding the foregoing, the Service Provider and the Customer each shall be solely responsible for and shall bear all costs of claims by its own employees or contractors growing out of any workers' compensation law; neither party shall indemnify or save the other party harmless to the extent that losses are the result of the other party's negligence or willful misconduct.
- (b) Each party agrees to waive any claim or right against the other for indirect, incidental, consequential or punitive damages; and neither party shall be liable to the other (under this paragraph or otherwise) for or as a result of any proceeding in which rates are reviewed or established for either party by the PSB or similarly authorized entity. In no

event shall the Service Provider or any officer, member, manager, employee, owner or agent thereof be liable under this Agreement or otherwise in the event the Facility fails to generate electricity or Net Metering Credits at any time, if the Service Provider fails to obtain or maintain any necessary Permit, license or government approval, or for any error or omission in any filing or instructions submitted by or on behalf of the Service Provider, the Administrator or the Group Net Metering Arrangement to the Utility or any governmental entity. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE SERVICE PROVIDER'S MAXIMUM LIABILITY UNDER AND IN CONNECTION WITH THIS AGREEMENT AND THE SUBJECT MATTER HEREOF (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY IT FROM THE CUSTOMER PURSUANT HERETO.

- (c) The Service Provider shall procure and maintain, at its sole cost and expense, a general policy of liability insurance against property damage, personal injury or death, in an amount of at least \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate. The Customer shall maintain appropriate liability coverage, as required by Public Service Board Rule 5.110 (as of the date hereof, Rule 5.110 requires non-residential net metering customers to maintain a liability insurance policy in an amount of no less than \$300,000).

Section 13. **Cooperation in Financing.** The Customer shall reasonably cooperate with the Service Provider's efforts to obtain financing for the Facility, and shall consent in writing to the collateral assignment of this Agreement and provide other acknowledgments and certifications in respect of this Agreement as may be reasonably requested by any lender to the Service Provider. The Service Provider may assign or transfer its interest, rights and obligations and collaterally assign to lenders all or any part of the Service Provider's rights, interests or obligations hereunder. Each party agrees to provide acknowledgements, consents, or certifications reasonably requested by the Service Provider's lenders in conjunction with such financing.

Section 14. **Notices.** All notices, requests, demands, claims and other communications (a "Notice") hereunder shall be in writing, addressed to the intended recipient as set forth below:

If to Service Provider: Solaflect Energy
1190 Turnpike Road
Norwich, VT 05055
Attn: William Bender
Telephone No.: 802-649-3700
Facsimile No.: 802-649-3079

If to Customer: Town of Norwich
300 Main Street
PO Box 376
Norwich VT 05055
Attn: Town Manager
Telephone No.: 802-649-1419
Facsimile No.: 802-649-0123

Or to such other person, address or number as the party entitled to such Notice shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such Notice shall be

deemed duly given on the earliest of: (i) when delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by reputable overnight courier services (charges prepaid); (iii) one (1) business day after being sent to the recipient by facsimile transmission or electronic mail; or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid.

Section 15. **Entire Agreement; Amendment.** This Agreement, including any exhibits, schedules and attachments, supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as herein set forth. This Agreement may not be amended, waived or modified except by an instrument in writing executed by the party against whom such amendment, waiver or modification is to be enforced. This Agreement and any counterpart thereof may be delivered via facsimile or electronically in Portable Document Format (pdf) to the respective party's representative, it being the express intent of the parties that such documents and any counterparts thereof so delivered (together with the signatures thereon) shall have the same force and effect as if they were originals.

Section 16. **Severability; Construction.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any provision of this Agreement that is not essential to the purpose of this Agreement that is declared or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed or rendered unlawful, invalid or unenforceable because of a statutory or regulatory change, including any order of the PSB or any change in the Utility's tariff regarding Group Net Metering (individually or collectively, such events referred to as a "**Regulatory Event**") will not otherwise affect the remaining lawful obligations that arise under this Agreement; further, if a Regulatory Event occurs, the parties shall use their best efforts to reform the Agreement in order to give effect to the original intention of the parties. Notwithstanding the foregoing, or anything else in the Agreement to the contrary, in the event that, as a result of a Regulatory Event, a party (the "**Excused Party**") is excused from any payment or performance obligation, the other party shall be correspondingly excused from any payment or performance obligation that would have arisen but for the failure or inability of the Excused Party to perform. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

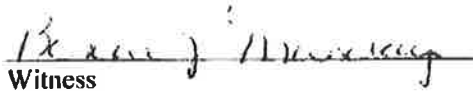
Section 17. **Effect of Agreement.** This Agreement shall not be construed as a contract of agency, partnership or joint venture. The Parties agree that this Agreement is a service contract under Section 7701(e) of the Internal Revenue Code of 1986, as amended, and not a lease.

Section 18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law. In the event of any amendment or repeal of the governing law that alters the fundamental purpose and intent of this Agreement, the parties shall work in good faith to address any equitable issues that arise and maintain the central purpose of the Agreement.

[**Signature Page Follows on Separate Page**]

IN WITNESS WHEREOF the parties do hereby execute this Agreement as of the tenth day of September, 2013.

CUSTOMER:


Witness

By: 
Its Duly Authorized Agent

SERVICE PROVIDER:


Witness

By: 
Its Duly Authorized Agent

Exhibit A

Description of Solar Generation Facility

39 - 4 kW DC Solaflect PV Trackers, each comprising 16 - 250 watt PV modules

7 - 20 kW Three Phase Inverters, 480 Volt

1 - 10 kW Three Phase Inverter, 480 Volt

Production Meter

Interconnection equipment required to connect to Green Mountain Power

All system wiring and monitoring equipment

Equipment of comparable function may be substituted at the sole discretion of the Service Provider.

Site is located on Route 5 north of the village of Norwich, and south of Farrell Farm Road. Tax Map ID of the parcel is 11-105.000, owned by Norwich Associates, P.O. Box 906, Norwich, VT, 05055. Parcel contains 50.48 acres and a gravel pit.



Exhibit B

Allocation Instructions

Service Provider will instruct the Utility to allocate the kWh of electricity generated by the System and fed back to the distribution system (in excess of the electricity used by the System) to the Meters as follows:

Service Account Name: Town of Norwich (Tracy Hall)
Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055
Account number: 3496600000
Amount of Net Metering Credit: 21.8%

Service Account Name: Town of Norwich (Police Station)
Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055
Account number: 7096600000
Amount of Net Metering Credit: 10.0%

Service Account Name: Town of Norwich (Town Garage)
Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055
Account number: 4695000000
Amount of Net Metering Credit: 5.5%

Service Account Name: Town of Norwich (Transfer Station)
Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055
Account number: 1469500000
Amount of Net Metering Credit: 2.3%

Service Account Name: Town of Norwich (Bandstand)
Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055
Account number: 9572600000
Amount of Net Metering Credit: 0.5%

Norwich Group Net Metering Agreement

Page 14 of 15

Service Account Name: Town of Norwich (Beaver Meadow Speed Sign)

Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055

Account number: 2496600000

Amount of Net Metering Credit: 0.4%

Service Account Name: Town of Norwich (Church Street Speed Sign)

Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055

Account number: 5572600000

Amount of Net Metering Credit: 0.5%

Service Account Name: Town of Norwich (Main Street Speed Sign)

Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055

Account number: 4572600000

Amount of Net Metering Credit: 1.0%

Service Account Name: Town of Norwich (Route 10A Speed Sign)

Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055

Account number: 6572600000

Amount of Net Metering Credit: 0.5%

Service Account Name: Town of Norwich (Turnpike Road Speed Sign)

Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055

Account number: 7572600000

Amount of Net Metering Credit: 0.5%

Service Account Name: Town of Norwich (Union Village Speed Sign)

Billing Address: 300 Main Street, PO Box 376, Norwich VT 05055

Account number: 8572600000

Amount of Net Metering Credit: 0.5%

Exhibit C

Service Price

For each Billing Period, the Customer shall pay to Service Provider a Service Fee equal to ninety-two point nine percent (92.9%) of the monetary value of the Net Metering Credits credited, allocated or otherwise applied to the Utility bills, accounts or charges for the Customer Meters. For example, if the Facility produces 1000 kWh during a Billing Period that is allocated to the Customer Meters and results in Net Metering Credits of \$206 (1000 kWh x \$0.206), then the Customer would pay \$191.37 in Services Fees to the Service Provider. The Service Fee shall be the sole amount due or payable by Customer for any Services rendered to Customer or otherwise performed by Service Provider hereunder.

Initial Estimated Monthly Service Price: The initial "Estimated Monthly Service Price" shall be \$1,704.10 provided, however that on each one year anniversary date of the Commissioning Date, the Parties shall agree to adjust the Estimated Monthly Service Price for the next twelve (12) months of the Term to reflect the actual historical production of the Facility and the actual retail power rate plus any adder or adjuster for solar or other renewable energy applicable to power produced by the Facility then in effect.

Annual Audit and Reconciliation: On the annual anniversary of the Commissioning Date, Service Provider shall review actual annual System Output, and actual Net Metering Credits applied to Customer's service account by the Utility. Service Provider shall issue a one-time reimbursement or invoice to Customer for the difference within forty five (45) days of the annual anniversary.

Town Manager Monthly Report

12-Aug-20

Action/Task/Item:	Year:	Status/Comment:	Board Meeting Target:
Town Plan-Based:			
Ensure that the ZAO (or their designee) has the training and resources to enforce state Residential Building Energy Standards and issue Certificates of Compliance on development projects greater than 800 SF.	2020	Function of budget and available training programs. Planning/Zoning Director needs to request such training and resources.	N/A
Investigate the use of land owned or controlled by the Town for dedicated affordable housing.	2020	Currently, the Town does not have any land holdings that could serve for the development of any housing, including affordable.	N/A
Take a leading role in promoting opportunities and choices for parents in need of childcare by, among other things:			
Creating a standing community committee to coordinate the provision of childcare services in Town.	2020	Respectfully, any standing community committee should be the responsibility of the Selectboard, not the TM. But, TM would help, as applicable, with any recommendations of such committee. VT DHCA maintains the <i>Planning Manual</i> which probably has some relevant info/guidelines/recommendations for communities to take.	10/14/20 (Committee appointments?)
Exploring how to lower the costs of childcare provider background checks such as using the NPD.	2020	TM to ask NPD Chief	N/A
Complete the Community Rating System (CRS) certification process to qualify for maximum state reimbursement for flood events and assist homeowners.	2020	TM to consult with Planning/Zoning Director. May already be completed.	TBD or N/A
Update and re-adopt the Local Hazard Mitigation Plan (LHMP) and the Local Emergency Management Plan (LEMP), and ensure consistency with the goals, objectives, and policies of the Town Plan.	2021	Draft 5-year LHMP to be available 8/12/20; adoption and submittal to FEMA for approval by end of September 2020. LEMP already updated and adopted for calendar year 2020.	Subsequent LHMP Adoption 07/23/2025; 2021 LEMP Adoption 3/24/2021
Consider how to address barriers to development related to limitations on septic capacity, including a review of the findings of the 2005 study conducted by the Norwich Sewer Committee in light of current challenges and changes in wastewater management.	2021	TM <u>only</u> will be involved with such task if authorized/initiated by the Selectboard and there is sufficient funding for a consultant. This issue notoriously is a "hot button" issue in Town.	TBD
Create a long-range plan for construction and maintenance of sidewalks, bikeways, trails, and park-and-ride lots.	2021	Planning Director should consult with DPW Director first as to status of existing inventories. TRORC should be asked to help develop such long-range plan. Note the existing park-and-ride lot at Huntley Meadow is sufficient. However, the Town should be prepared to plan for and regulate the possibility of additional Dartmouth College parking being proposed in Town. Trails Committee and Planning Commission are integral to any discussion and/or plan.	TBD

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Town Manager Monthly Report

12-Aug-20

Action/Task/Item:	Year:	Status/Comment:	Board Meeting Target:
Develop a Stormwater Management Plan.	2023	TM will provide oversight when Planning Director in collaboration with DPW Director initiate plan drafting.	TBD
Review hybrid and electric options for any municipal vehicle purchase or replacement.	On-going	Already TM has Dept Heads considering hybrid/electric options for vehicle purchases. Also, TM intends to work with Selectboard when they opt to take up a Green Fleet Policy draft.	As applicable
Work with Green Mountain Economic Development Corporation (GMEDC) to recruit appropriate business to Norwich.	On-going	Contact with Bob Haynes has occurred "regularly" to ensure both the Town and GMEDC are mutually informed of activities.	As applicable
Accommodate bicycle and pedestrian safety when rebuilding and upgrading roads and bridges.	On-going	Current projects: Browns Schoolhouse Rd Pedestrian Bridge replacement and Beaver Meadow Sidewalk Scoping Study. TM to encourage Planning/Zoning Director and DPW Director to get together on land use regulation changes (e.g., Zoning Ordinance) and to discuss procedural changes to address this safety issue. Police Chief to be added as necessary and applicable.	Function of bylaw drafting; procedure update is N/A
Maintain a capital budget & program that is aligned with the goals and objectives of this plan.	On-going	Refer to Budget under Fiscally-Based.	1st or 2nd Nov meeting annually
Implement the strategic initiatives developed by the Trails Committee.	On-going	Assuming the Selectboard endorses a more "formalized" Trails Committee, the TM would have additional interaction (through the Rec, DPW, and even P/Z) regarding the capital budget & program, other funding sources for projects. Also,	At least 1st or 2nd Nov meeting annually for capital budget
Continue to participate and meet the requirements of the National Flood Insurance Program, so that owners within floodplains are eligible for flood insurance.	On-going	TM coordination with P/Z Director	As applicable
Implement the hazard mitigation programs, projects, and activities identified in the [2020] Local Hazard Mitigation Plan, and subsequently adopted plans.	On-going	Pending FEMA approval of the draft plan currently being completed for submittal to FEMA	TBD, as applicable
Fiscally-Based:			
Monthly Financial Reports	On-going	Information provided to the Selectboard includes balance sheet and line item report of expenditures and revenues. Additional information TBD by the Selectboard, as applicable and available.	2nd Selectboard meeting of each month
Annual Audit	On-going	FYE 2020 audit currently underway.	11/11 or 11/18/20
Budget	On-going	Dept Heads preparing their budgets (and updated capital budgets) for submittal to TM by Oct 15; TM to prepare overall budget for Selectboard packet on Nov 6	11/11/2020

Town Manager Monthly Report

12-Aug-20

Action/Task/Item:	Year:	Status/Comment:	Board Meeting Target:
Tax Rate Setting/Billing	On-going	Annual process for setting tax rate	7/14/2021
Finance Department Staffing	2020	Recommendation: hire Becky Grammer full-time; and, outsource Finance Director responsibilities through 6/30/21 (part-time). Re-examine Finance Director position during budget season.	8/12/2020 & Nov/Dec
Change to different accounting software (?)	TBD	TBD	TBD
Annual Review Follow-up:			
TM Monthly Reports	On-going	Written report to the Board for the first meeting of the month summarizing significant Town developments and potential upcoming issues. Should be discussions of high level issues, not a reading of daily activities. Also, TM reports will focus on new issues and not reiteration of what has already been discussed. It should be a guiding document not a diary. Actively show prioritizing demands.	1st Meeting of each month
Monthly Financial Reports	On-going	On the second meeting of each month, presentation should be made (in the packet) of income statement (monthly and YTD and vs budget), balance sheet, and designated funds update. TM to be prepared to discuss these and understand them well.	2nd meeting of each month
Long-range, strategic capital budget	On-going	All budget information will be presented at one agreed-upon time including proposed expenditures, projected revenues, designated fund balances, and capital budget & program. A schedule should be presented to the Board for this process by the end of the summer. (Full budget information presented to the Board by the 2nd meeting in October, so the Board and TM have adequate time to discuss long-range strategic planning. Note, TM states above that the budget, etc. will be provided for the 1st meeting in Nov rather than the 2nd meeting in October. This provides adequate time for the Dept Heads and the TM to prepare the necessary information. If it can be delivered to the Board sooner it will.	11/11/2020
Listening skills	On-going	TM to adapt to personalities of the Board, staff, public at-large, and other Town officials. (Note TM already completed a 10-week leadership course through the <i>Kansas Leadership Center</i> .)	As applicable
Strategic Plan:			
Dept Heads' individual plans amalgamated in TM overall plan	2020-21	Dept Heads currently tasked with crafted strategic plans related to their respective departments. TM has asked P/Z Dir to coordinate this effort.	TBD

Town Manager Monthly Report

12-Aug-20

Action/Task/Item:	Year:	Status/Comment:	Board Meeting Target:
Selectboard Strategic Plan	TBD	TM administration of this, subject to Dept Head/TM overall strategic plan recommendation(s) and subject to Board's deliberations.	TBD
Selectboard Updated Community Survey (?)	TBD	2019-20 Selectboard had agreed to at least annually conduct a community survey. The 2020-21 Selectboard needs to discuss/decide whether to continue this original idea. TM administratively is assumed to plug into this related to an overall strategic plan for the Town (beside the Dept Head/TM strategic plan).	TBD
Policy-Based:			
TM Procedures related to Selectboard adopted Policies	2020	Goal: TM to complete drafting of relevant procedures by calendar year's end	1st Meeting in Jan 2021
Personnel Policies - Redo (subject to Union Contract approval)	2020-21	While a major redo has been provided to the Selectboard in Oct 2017, its update is pending the Union Contract Approval. TM plans to draft a new set of Personnel Policies using the VLCT model policy as the backdrop, despite the already drafted document.	Adoption Goal: 2nd meeting in Feb 2021
Other:			
Union Contract Ratification/Approval	2020	Awaiting Union signatures on agreed upon Comprehensive Tentative Agreement (CTA); full document "redline" being drafted subject to CTA; both parties to review ultimately agreed upon "redline"; Union meeting/ratification; Selectboard meeting/approval; signatures; distribution of executed document.	TBD (unclear why the CTA remains unsigned by Union)
Tracy Hall Renovation/Energy Project	2020-21	Start-up pending Aug 11 vote. If vote passes, TM to pick up where the project left off. If vote fails, Town should decide what is/are next step(s), especially given last year's Town Meeting to reduce fossil fuel use by 5% annually until not used.	TBD
Reduction of fossil fuel use 5% annually until not used	On-going	TM to re-examine this with Energy Committee, subject to Tracy Hall Aug 11 vote	TBD
Network System:			
Network Assessment Improvements	2020-22	2020 - Striving to fix immediate needs now. Will use budget process for discussion and funding concerning, probably, a phased approach to the remaining assessment identified needs (e.g., network server and peripherals as 1st phase and workstations and their peripherals as Phase 2.	Either Aug 26 or Sept 9; then TBD subject to budget discussion

Town Manager Monthly Report

12-Aug-20

Action/Task/Item:	Year:	Status/Comment:	Board Meeting Target:
Webpage Overhaul	2021	Plan: 1) ascertain general funding needs and advocate for FYE 2022 funding during budget process; 2) "Let" an RFP/RFQ, subject to funding and voter approval at Town Meeting in advance of July 1, 2021; and, hire contractor after July 1, 2021 to complete overhaul.	1) Sept/Oct - TM only; 2) Dec 2020/Jan 2021 and pre-July 2021; 3) post-July 1, 2021
Generator Replacements: Public Safety Bldg, including apparatus bay	2020	1st priority	26-Aug
DPW Highway Garage	2021	2nd priority, subject to Tracy Hall re-vote. If possible, will replace failed generator with current one at public safety building. Otherwise, will need to purchase new with additional funds added to Generator Designated Funds	Earliest: Post-7/2021 (unless old public safety bldg generator can be used)
Tracy Hall	2021	3rd priority, subject to Tracy Hall re-vote. If Tracy Hall re-vote passes, would recommend factoring in replacement generator with financing. If vote fails, purchase replacement generator with additional funds added to Generator Designated Funds. Also, if vote fails, this generator becomes 2nd priority over Highway Garage (but, with fingers crossed that at least on an interim basis the public safety generator can serve the Highway Garage electrical "load").	Earliest: Post-7/2021
Communications Tower	TBD	Currently, this generator runs well. However, Generator Designated Fund new appropriations still need to be raised to address this generator at some point in the future.	N/A
Delinquent Tax Payer procedure - initiate tax sales for severely delinquent properties	2020	Discussions with Finance Office and legal after the 1st Tax Installment deadline passes. (Also, in adherence with updated Tax Collection Policy.)	As applicable



From: Alexander Northern JD, MPA
Town of Norwich Fire Chief
Deputy EMD
Deputy Fire Warden

To: Town Manager/Town of Norwich Selectboard

Re: Summary of Fire Chief/D-EMD, Departmental & NFD Member Activity-July, 2020

Date: August 4, 2020

Chief:

- Continuing my Fire Inspector I class Practicum (almost finished)
- Scheduled Ladder 1 aerial test for the week of 8/24
- Completed the needs assessment for the purchase of a new Engine to replace Engine 2
- Moving forward with rural grant for a new Dry Hydrant install on Kerwin Hill Rd.
- Completed EMS training for the new 2020 state EMS protocol updates
- Procured 1 gal. of Hand Sanitizer for the NFD stockpile from the Vermont Fire Academy
- Partnered with the Norwich Historical Society to find a barn to store our 1938 Engine
- Participated in FEMA AFG grant award update webinar
- Collaborated with Planning/Zoning regarding review/approval of driveway for emergency vehicle access
- Continued maintenance of NFD fleet

D-EMD:

- Continued the process of updating the Towns' Hazard Mitigation Plan
 - Attended meeting four
- Separate Haz. Mit. Plan meeting w/consultant regarding update of info. for the new 2020 plan
- Attended ZOOM mtg. regarding the status of NFD/NPD Operational Exercise

Departmental:

- NFD Apparatus Committee has narrowed its' focus regarding Request for Bids to replace Engine 2
- The department responded to 40 Fire/EMS & Mutual Aid calls this month, including two structure fires in Hartford on the same day!

Subject: FW: Direct Report - July

From: Brie Swenson
Sent: Thursday, August 06, 2020 3:47 PM
To: Miranda Bergmeier
Subject: Direct Report - July

Recreation Dept. July Report

We opened our summer camps on July 6th. We made the decision to run 6 weeks instead of 9, and only operate for 1/2 days, out of concern about exposure levels in a pandemic. We worked with NPD and NFD to train all counselors and instructors in safety protocols. PPE and individual supply kits for everyone involved in camp were purchased via a generous stipend from Vermont Afterschool. We also had 100 child masks donated from UV Strong, 10 MTB buffs donated by Ford Sayre and 87 VTFlannel masks donated from Dan and Whits. We served 50+ campers every week of July, in the following camps: Sports (3-5th grades and 6-8th grades), Tennis, Naturalists, UVTA Trails, MTB Stewardship, Crafty Kids and Good Life. Although the constant cleaning and mask wearing seemed daunting, the reality was full compliance with few reminders needed.

The Huntley Meadows playground was reopened mid-month. The Huntley Meadows bridge took another step forward, by meeting with geomorphologist and Rod Francis. We are now waiting for a design and plan.

We have begun planning for fall sports. The decision for the UVRA partners was to stay intramural this fall, only playing Norwich teams. Baseball will host a shortened fall season, with minimal travel and extensive COVID protocols in place.

Colavita's fundraising team offered to host a fundraising pizza night to benefit Norwich Rec programs on 7/29. Many residents participated, and \$900 was raised for Norwich Recreation.

Our Youth Advisory Council met with John Tunnicliffe to walk the King Arthur Trails. They identified several open areas along the trails to host musicians for their September event. The group continues to plan, with King Arthur and the Lions Club as co-sponsors.

Herb Durfee

From: Maynard, Israel <Israel.Maynard@stantec.com>
Sent: Friday, August 07, 2020 11:22 AM
To: Larry Wiggins; Herb Durfee
Subject: Route 132 Crossing Draft Preliminary
Attachments: Route 132_Draft Preliminary.pdf; Route 132_Draft Preliminary_Estimate.pdf

Larry and Herb,

Attached are draft preliminary plans and estimate to aid in making the decision between Concrete Box and Steel Plate Pipe arch. The plans shown are assuming concrete box, the details and linework can quickly be modified if the Town decides on Plate Pipe Arch. The estimate for a concrete box culvert is about \$300,000. I have not heard back from Contech yet on plate pipe arch but I believe it's safe to assume a \$50k savings going with a plate pipe arch. This would put the pipe arch option in the \$250k range. I will send an update when I hear back from Contech if it changes this assumption significantly.

The pipe arch options is a little more difficult to find solid pricing information do to the fact that the publicly available pricing information typically comes from the DOT's. The DOT's in New England typically use reinforced concrete for stream crossings of this size. In fact the only recent VTrans project utilizing a plate arch that I am aware of is a Trail underpass in St. Johnsbury. I've had the discussion with engineers at the state regarding their almost exclusive use of concrete over plate steel and it always comes down to corrosion and resilience.

Plate pipe arches are more susceptible to the effects of road salt than concrete. This can result in holes in the top plate that allow material into the culvert which eventually creates a sink hole in the pavement. This has been happening across Vermont in culverts installed in the 60's and 70's. Many of the plate pipes installed on the interstate have been starting to have problems including one that required emergency repair on I-89 in Georgia over the winter. We recently had a project to replace the plate pipe crossing just south of this one in 2018. We also had a project to replace four Arch pipes on the interstate in South Burlington around the same time. The corrosive effects can be mitigated by putting strict requirements on the backfill material, but this makes the material more difficult to source and does not change the effects of the road salt applied over the life of the culvert. Corrosion can also occur on the bottom of the pipe do to the loss of galvanizing from abrasion. Since the profile of the route 132 crossing is relatively steep 4.65% the velocities will be higher and therefore the risk for abrasion will be increased over stream crossings with low slope.

Concrete boxes are more resilient to extreme weather events. This is do to the fact that plate arches rely on the backfill material for much of their strength. In extreme weather events the backfill can scour and the plate arches are more likely to collapse than concrete. Given that concrete crossings are less likely to collapse and deform in scour events the road can typically be returned to service much faster following such events. Many of the culverts that were damaged do to tropical storm Irene were plate steel that have since been replaced with Concrete Boxes to increase resilience.

The failure of the existing concrete crossing is do to a wingwall failure. What we proposed in the attached would be a beveled end section that is not susceptible to this type of failure. If the plate pipe arch selection is selected we would propose a similar beveled end to avoid the cost and construction time of a cast in place wingwall.

Hopefully this additional information will be helpful in making a decision on culvert material for this crossing.

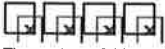
Please let us know if you have additional questions or concerns.

Thanks,

Israel Maynard, PE
Associate, Transportation

Direct: (802) 497-6415
Fax: (802) 864-0165

Stantec Consulting Services Inc.
55 Green Mountain Drive
South Burlington VT 05403-7824 US



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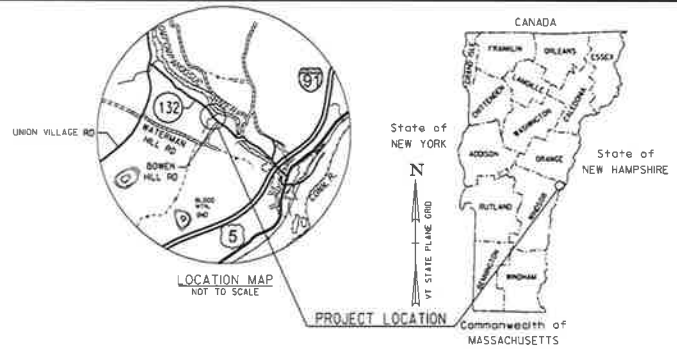
INDEX OF SHEETS		
SHEET TITLE		SHEET
TITLE SHEET		1
GENERAL NOTES SHEET		2
CONVENTIONAL SYMBOLOLOGY LEGEND SHEET		3
TYPICAL SECTION SHEET		4
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INDEX OF STANDARDS		
NAME	DESCRIPTION	DATE
E-121	STANDARD SIGN PLACEMENT - CONVENTIONAL ROAD	08/08/95
G-1	STEEL BEAM GUARDRAIL WITH STEEL POSTS	03/10/17
G-10	STEEL BEAM GUARDRAIL WITH WOOD POSTS	03/10/17
	STEEL BEAM GUARDRAIL APPROACH END TERMINAL	
	STEEL BEAM GUARDRAIL TRAILING END TERMINAL	
	ANCHOR FOR STEEL BEAM GUARDRAIL	
T-1	STEEL BEAM MEDIAN BARRIER	
T-10	TRAFFIC CONTROL GENERAL NOTES	04/25/16
	CONVENTIONAL ROADS CONSTRUCTION APPROACH SIGNING	08/06/12
T-30	CONSTRUCTION SIGN DETAILS	08/06/12
T-35	CONSTRUCTION ZONE LONGITUDINAL DROP-OFFS	08/06/12
T-45	SQUARE TUBE SIGN POST AND ANCHOR	01/02/13

STRUCTURAL DETAIL SHEETS	
SD-366.00	LONGSPAN STEEL BEAM GUARDRAIL, GALVANIZED 01/03/14

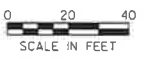
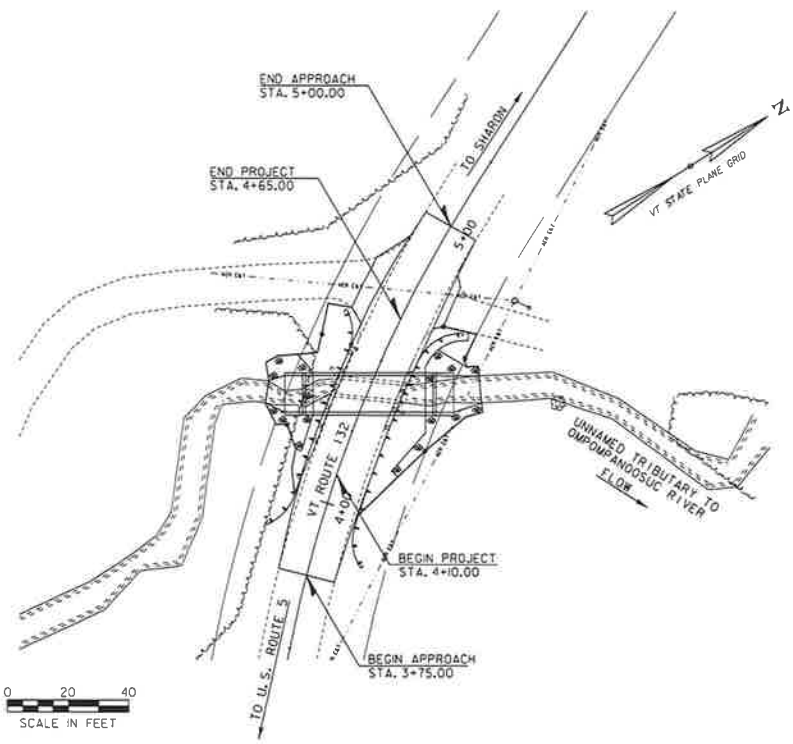
TOWN OF NORWICH COUNTY OF WINDSOR

VT ROUTE 132 CULVERT REPLACEMENT



PROJECT LOCATION: CULVERT IS LOCATED ON VT ROUTE 132, 1.0 MILES WEST OF THE JUNCTION WITH U.S ROUTE 5.

PROJECT DESCRIPTION: REPLACEMENT OF CONCRETE BOX CULVERT WITH PRECAST CONCRETE STRUCTURE ALONG WITH RELATED ROADWAY AND CHANNEL WORK.



DRAFT

**PRELIMINARY PLANS
8/7/2020**

Stantec
Stantec Consulting Services Inc.
35 Green Mountain Drive
South Burlington VT U.S.A. 05403
Phone: (802) 566-0229
Fax: (802) 566-0188
www.stantec.com

TOWN MANAGER: HERBERT DURFEE, III
APPROVED _____ DATE _____
DIRECTOR OF PUBLIC WORKS: LARRY WIGGINS
APPROVED _____ DATE _____
PROJECT NAME : NORWICH RTE 132 CULVERT
PROJECT NUMBER : 179450231
SHEET 1 OF 9 SHEETS

CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE VERMONT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2008

PROJECT NOTES

GENERAL

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE STATE OF VERMONT AGENCY OF TRANSPORTATION 2018 STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION AND ITS LATEST REVISIONS AND THE 5TH EDITION OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATION AND ITS LATEST REVISIONS.
2. THE CONTRACTOR WILL BE ALLOWED TO CLOSE THE ROADWAY FOR ONE FIVE DAY (120 HOUR) PERIOD, DURING THAT TIME THE CONTRACTOR WILL BE ALLOWED TO WORK 24 HOURS PER DAY. THE CONTRACTOR SHALL SCHEDULE THEIR WORK SUCH THAT THE ROAD IS NOT CLOSED DURING THE HOLIDAY PERIODS. SEE SPECIAL PROVISIONS FOR FURTHER DETAILS.
3. THE CONTRACTOR SHALL ENSURE ACCESS TO ALL DRIVES AT ALL TIMES DURING CONSTRUCTION.
4. ALL DIMENSIONS SHOWN IN THE PLANS ARE HORIZONTAL OR VERTICAL AND ARE GIVEN AT 68°F.
5. IN-STREAM CONSTRUCTION SHALL OCCUR ONLY WITHIN THE TIMEFRAME OUTLINED IN THE PROJECT PERMITS, WHICH ARE INCLUDED IN THE BID DOCUMENTS. IF THE CONTRACTOR PROPOSES TO PERFORM IN STREAM WORK OUTSIDE OF THESE TIMEFRAMES, THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE APPROPRIATE REGULATING ENTITIES PRIOR TO PERFORMING THE WORK.

PRECAST CONCRETE BOX CULVERTS AND WINGWALLS

1. THE BOX CULVERT INCLUDING THE SILLS, HEADWALLS AND WINGWALLS SHALL BE PRECAST. THE CUT-OFF-WALL MAY BE EITHER PRECAST OR CAST IN PLACE. THE DESIGN OF THESE CULVERTS SHALL BE THE RESPONSIBILITY OF THE FABRICATOR. CULVERT SHALL BE DESIGNED FOR AN HL-93 LIVE LOAD.
2. THE CONTRACTOR SHALL SUBMIT FABRICATION DRAWINGS FOR THE BOX CULVERTS AND ALL ASSOCIATED DETAILS FOR THE APPROVAL OF THE STRUCTURE'S ENGINEER IN ACCORDANCE WITH SUBSECTION 105.03 OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION.
3. THE BOX CULVERT TYPICAL SECTIONS SHOWN IN THE DRAWINGS ARE FOR SCHEMATIC PURPOSES ONLY. THE ACTUAL SHAPE OF THE BOX CULVERT AND ITS COMPONENTS WILL BE DEPENDENT ON THE FABRICATOR.
4. ALL BOX CULVERT JOINTS SHALL BE STRENGTHENED WITH PERMANENT CLOSURE HARDWARE. ALL HARDWARE COMPONENTS SHALL BE GALVANIZED IN ACCORDANCE WITH SUBSECTION 506.15 OF THE STANDARD SPECIFICATIONS.
5. ALL REINFORCING TO BE LEVEL 1 (UNCOATED).
6. AFTER BOX CULVERT SECTIONS HAVE BEEN SET IN THEIR FINAL POSITION, THE EXTERIOR (TOP AND SIDES) AND INTERIOR (SIDES AND BOTTOM) OF ALL BOX CULVERT JOINTS, AND ALL LIFTING HOLES, SHALL BE FILLED WITH MORTAR, TYPE IV. ALL MORTAR SHALL BE WET CURED A MINIMUM OF 12 HOURS OR UNTIL THE COMPRESSIVE STRENGTH HAS REACHED 2000 PSI., PRIOR TO THE APPLICATION OF ANY WATERPROOFING.
7. A TWO FOOT WIDE STRIP OF MEMBRANE WATERPROOFING SHALL BE APPLIED AT EACH SIDE JOINT. THE MEMBRANE SHALL BE CENTERED ON THE JOINT AND SHALL RUN THE ENTIRE HEIGHT OF THE JOINT. THE ENTIRE TOP OF THE BOX CULVERT SHALL THEN BE COVERED WITH MEMBRANE. THE MEMBRANE SHEETS SHALL OVERLAP THE EDGES OF THE CULVERT BY ONE FOOT ON EACH SIDE AS SHOWN IN THE PLANS.
8. WATER REPELLENT IN ACCORDANCE WITH ITEM 514.10 SHALL BE APPLIED TO ALL EXPOSED SURFACES EXCEPT THE INSIDE OF THE BOX.

STREAM BED MATERIAL

1. STREAM BED MATERIAL SHALL BE STREAMBED STONE FILL E2. THE LONGEST DIMENSION OF STONE SHALL BE 24" AND AT LEAST 50% OF THE VOLUME OF STONE SHALL BE AT LEAST 18", AND AT LEAST 25% OF THE PARTICLES SHALL HAVE A MAXIMUM DIMENSION OF 2 INCHES AND BE WELL GRADED MATERIAL.
- A. STREAM BED MATERIAL SHALL BE HARD, BLASTED, ANGULAR ROCK. SIMILAR SIZE RIVER SEDIMENT IS AN ACCEPTABLE ALTERNATIVE AS IS A MIXTURE OF ANGULAR MATERIAL AND RIVER SEDIMENT.
- B. ADD SAND BORROW AS NEEDED TO SEAL THE BED AND PREVENT SUBSURFACE FLOW.
- C. THERE SHALL BE NO SUBSURFACE FLOW UPON FINAL INSPECTION.
2. INSTALLATION OF THE BED MATERIAL MAY REQUIRE INDIVIDUAL PLACEMENT OF LARGE STONES AT SPECIFIC LOCATIONS, AS DIRECTED BY THE ENGINEER. THE BED MATERIAL IS SUBJECT TO APPROVAL BY THE ENGINEER AND THE AGENCY OF NATURAL RESOURCES STREAM ALTERATION ENGINEER, AND WILL BE IN ACCORDANCE WITH ITEM 613.06 STONE FILL, STREAM BED MATERIAL.

UTILITY COORDINATION

1. THE CONTRACTOR IS ADVISED TO EXERCISE CAUTION WHILE WORKING IN AREAS OF OVERHEAD UTILITIES. OVERHEAD UTILITIES WILL NOT BE RELOCATED OR DE-ENERGIZED IN PREPARATION FOR THIS PROJECT. CONTRACTOR SHALL PLAN THE WORK ACCORDINGLY. CONTRACTOR COORDINATION WITH THE UTILITIES IS ENCOURAGED FOR THE CONTRACTORS CONVENIENCE. THE FOLLOWING UTILITY CONTACT INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. UTILITIES INCLUDE BUT ARE NOT LIMITED TO:
 - GREEN MOUNTAIN POWER: 1-888-835-4672
 - CONSOLIDATED COMMUNICATIONS:
- ALL DIG SAFE REQUIREMENTS ARE STILL APPLICABLE.

TRAFFIC CONTROL

REFER TO VADT STD. T-10 FOR TRAFFIC CONTROL GENERAL NOTES

AS-BUILTS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT RECORDS TO THE TOWN OF NORWICH, PUBLIC WORKS DEPARTMENT. AS-BUILT RECORDS SHALL BE DEVELOPED AS DIRECTED BY THE TOWN OF NORWICH, PUBLIC WORKS DEPARTMENT.

SAFETY

1. THE CONTRACTOR AND ANY SUB-CONTRACTOR SHALL ADHERE TO ANY APPLICABLE V.D.S.H.A. SAFETY GUIDELINES, INCLUDING THE USE OF PERSONAL PROTECTIVES EQUIPMENT (PPE) SI APPLICABLE USE OF A "COMPETENT" ON-SITE MANAGER DURING ANY CONSTRUCTION.



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Legend

Notes

Revision

Issued

Name

Permit-Stamp

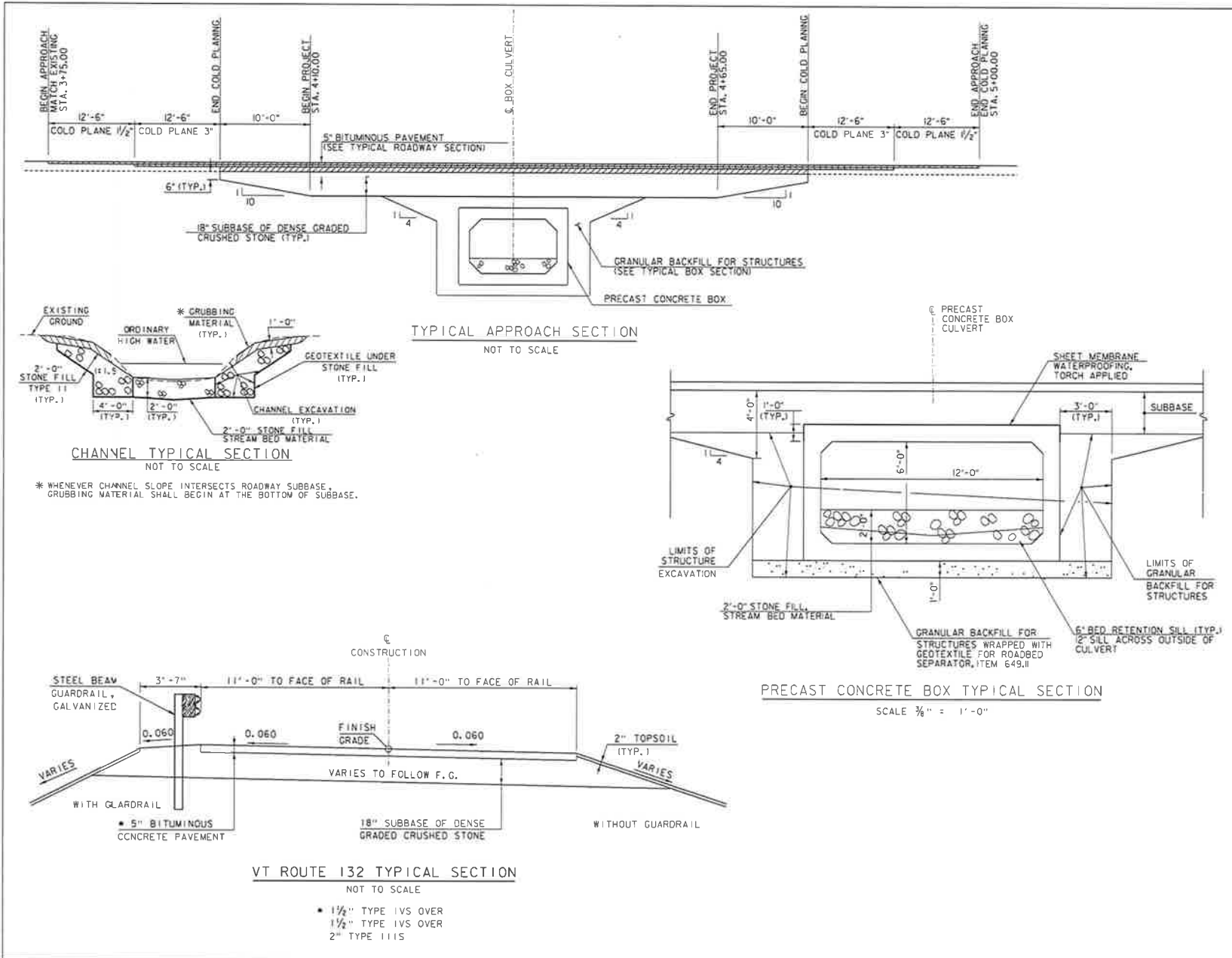
Client/Project
TOWN OF NORWICH
ROUTE 132 CULVERT REPLACEMENT

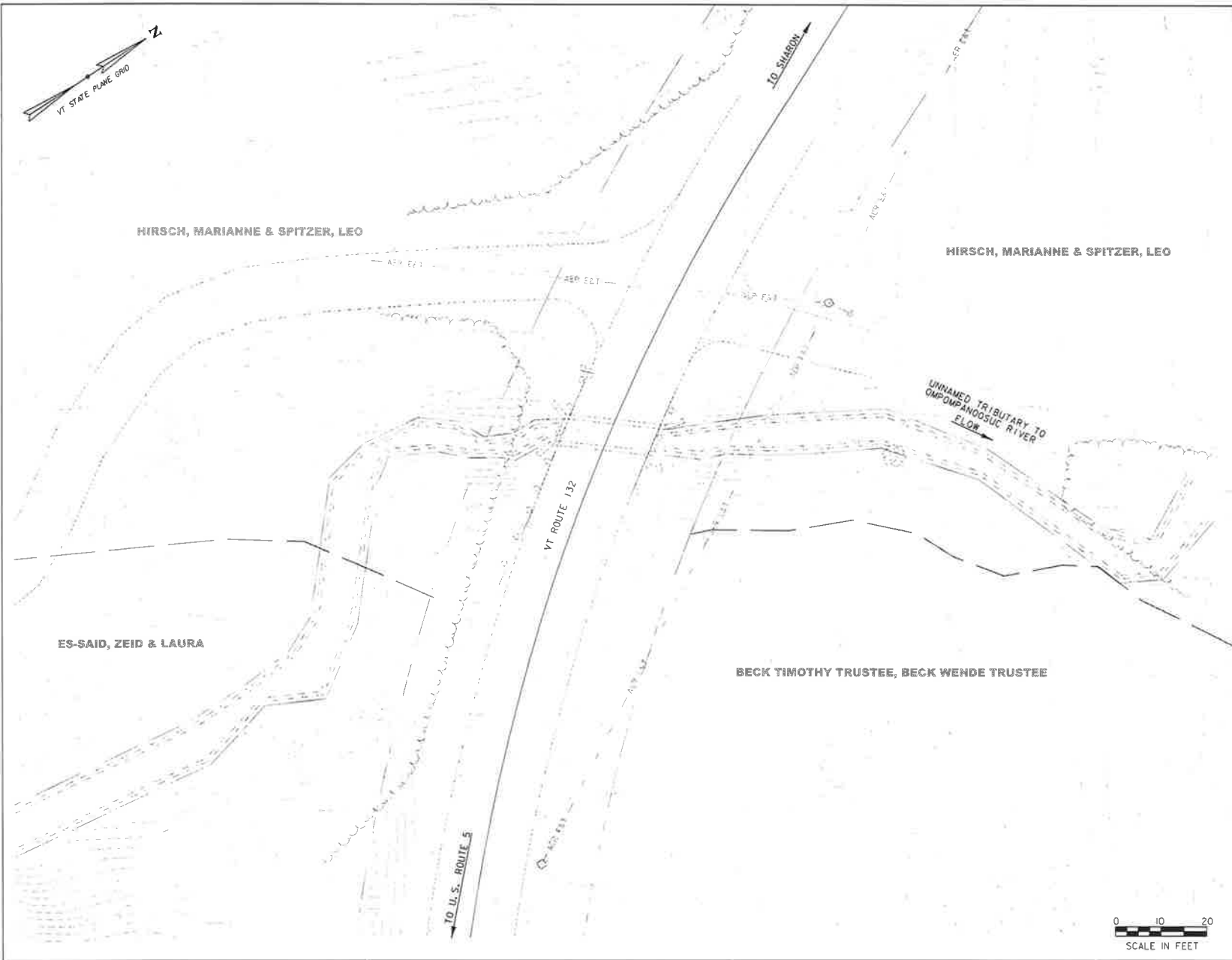
Title
GENERAL NOTES

Project No. 179450231 Scale NA

Drawing No. Sheet 1 of 1 Revision

CP-2 2 of 9 0





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Revision	By	Date	Description

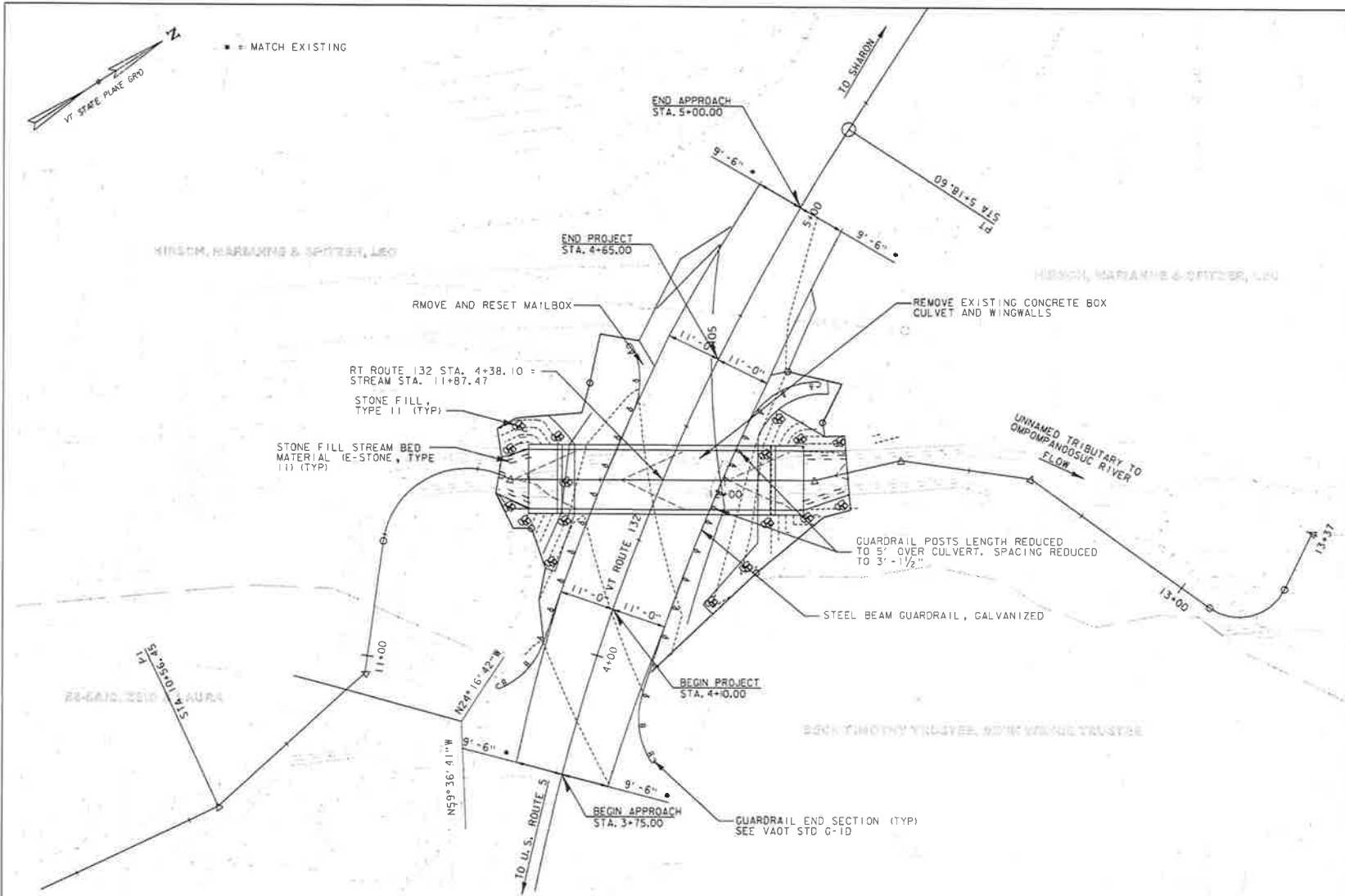
Permit-Seal	Drawn	Checked	Design	11/14/20

Client/Project
 TOWN OF NORWICH
 ROUTE 132 CULVERT REPLACEMENT

Title
 EXISTING CONDITIONS PLAN

Project No.	Scale	
179450231	1" = 10'	
Drawing No.	Sheet	Revision
CP-5	5 of 9	0





ROUTE 132 ALIGNMENT LAYOUT POINTS

STATION	NORTHING	EASTING
POB 0+00.00	461314.0643	1709120.2580
PC 2+41.10	461436.0256	1707912.2855
PI 3+84.42	461508.5278	1707788.6523
PT 5+18.50	461639.1761	1707729.7220
PT 5+18.50	461639.1761	1707729.7220
POE 6+35.90	461746.0992	1707661.4932

ROUTE 132 CURVE DATA

Δ = 35° 19' 59.18"
D = 12° 43' 56.62"
R = 450.00'
T = 143.32'
L = 277.51'
E = 22.27'

NOTES:
1. FOR CULVERT LAYOUT SEE CULVERT PLAN AND ELEVATION CP-8



Revision	By	App'd	TR	DATE

Issued	By	App'd	TR	DATE

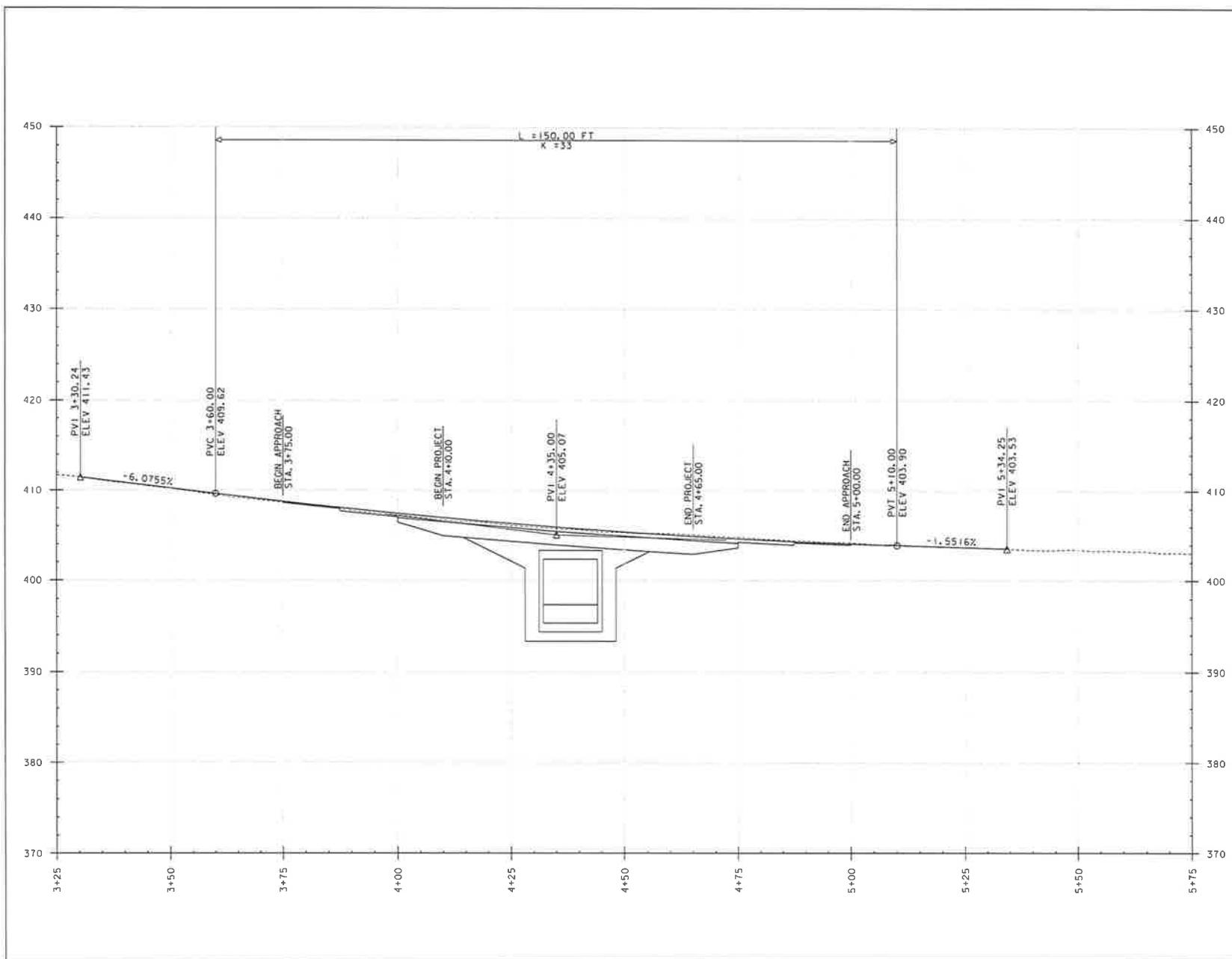
Permit-Seal	Drawn	Checked	Design	TR	DATE

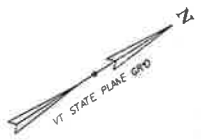
Client/Project
 TOWN OF NORWICH
 ROUTE 132 CULVERT REPLACEMENT

Title
 ROADWAY PROFILE

Project No. 17945023 Scale H: 1" = 10' V: 1" = 5'

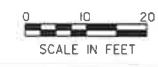
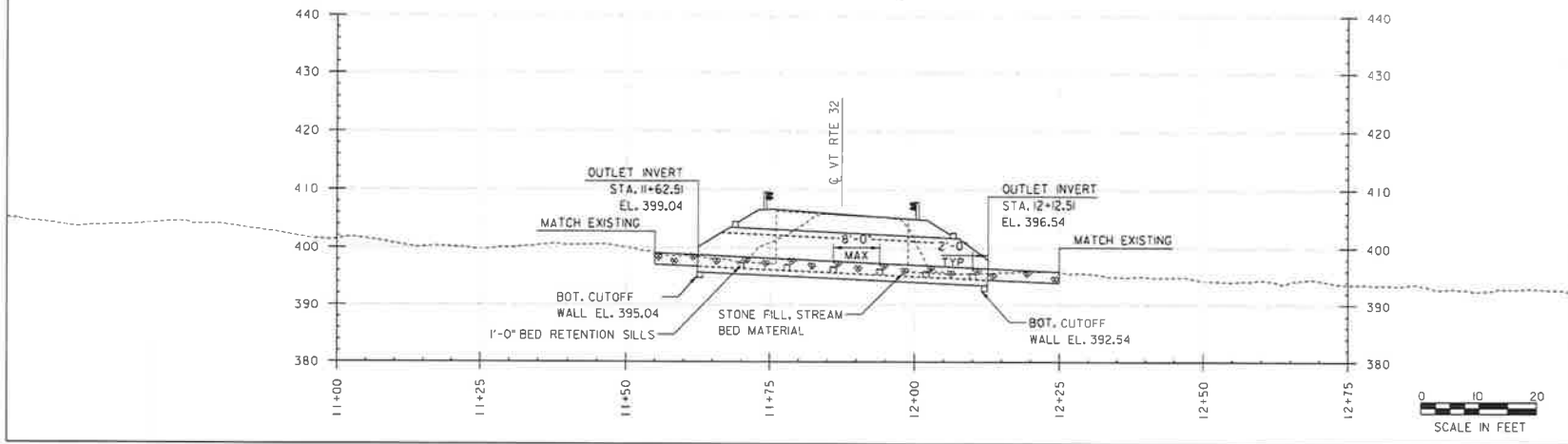
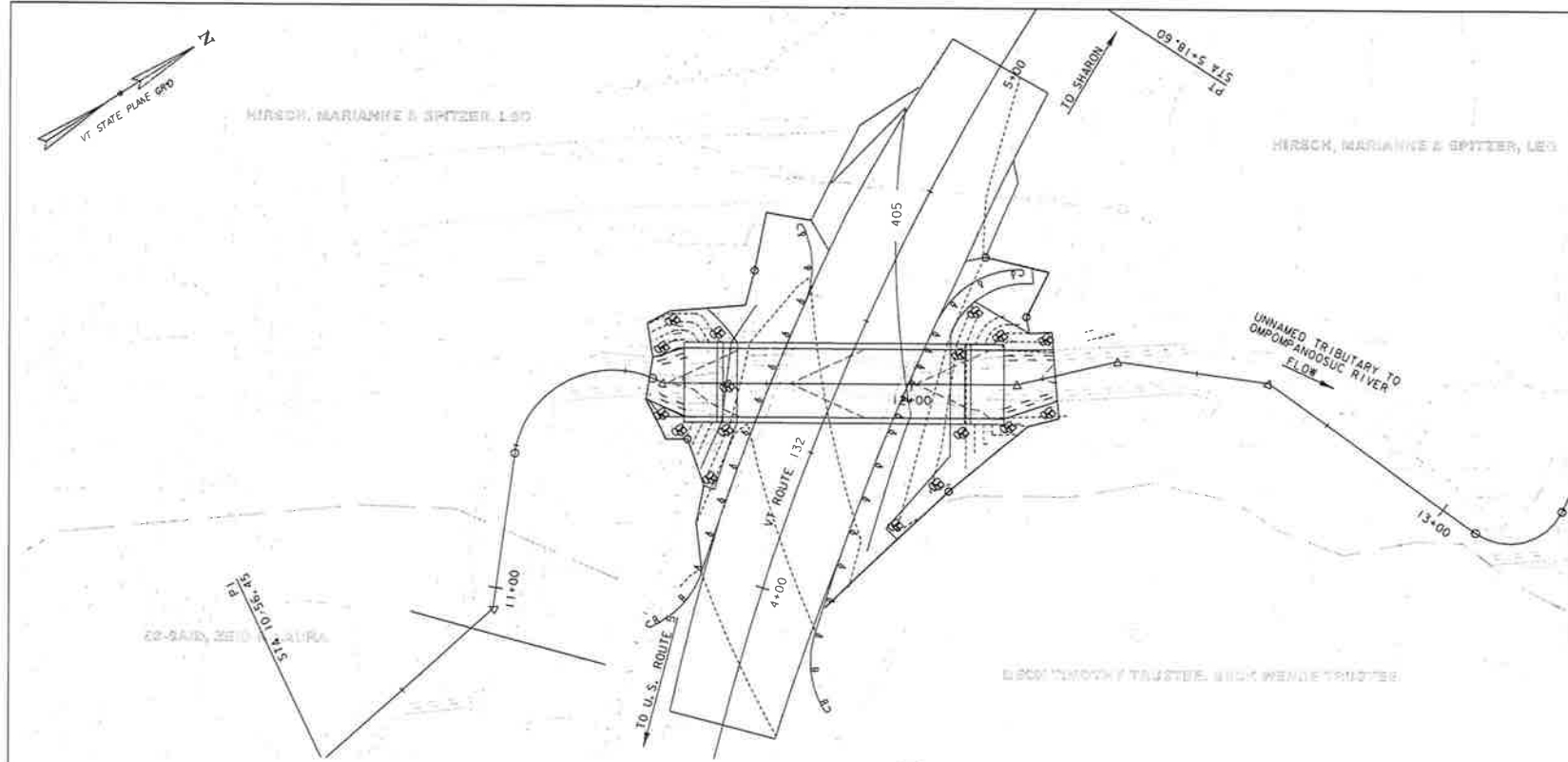
Drawing No. CP-7 Sheet 7 of 9 Revision 0





HIRSCH, MARIANNE & SPITZER, L.S.D

HIRSCH, MARIANNE & SPITZER, L.S.D



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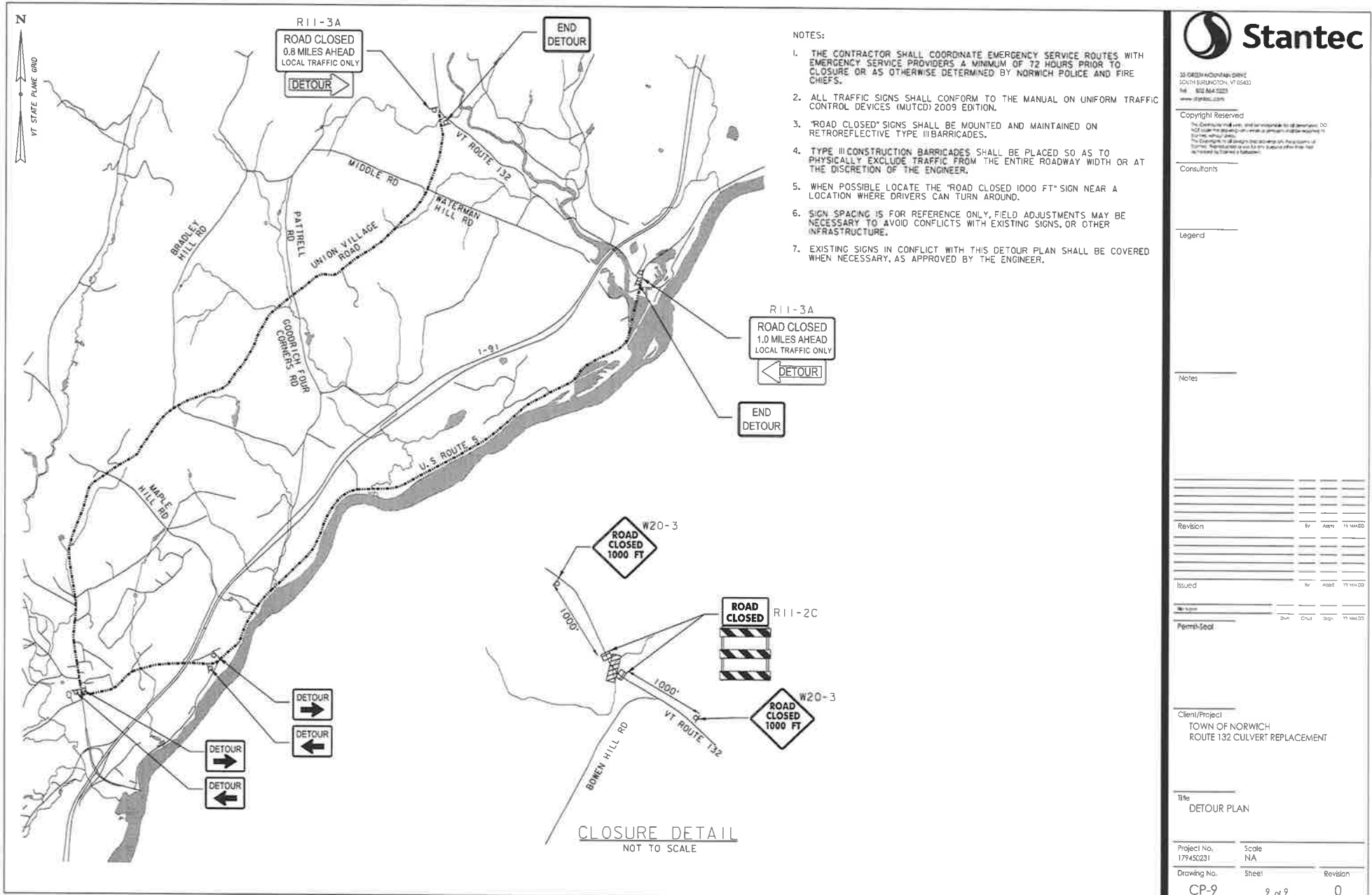
Issued: Date: Sign: Title: 11/14/02

Permit/Seal: Date: Check: Sign: Title: 11/14/02

Client/Project
TOWN OF NORWICH
ROUTE 132 CULVERT REPLACEMENT

Title
CULVERT PLAN AND ELEVATION

Project No. 179450231	Scale 1" = 10'
Drawing No.	Sheet 8 of 9
Revision	0



NOTES:

1. THE CONTRACTOR SHALL COORDINATE EMERGENCY SERVICE ROUTES WITH EMERGENCY SERVICE PROVIDERS A MINIMUM OF 72 HOURS PRIOR TO CLOSURE OR AS OTHERWISE DETERMINED BY NORWICH POLICE AND FIRE CHIEFS.
2. ALL TRAFFIC SIGNS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION.
3. "ROAD CLOSED" SIGNS SHALL BE MOUNTED AND MAINTAINED ON RETROREFLECTIVE TYPE II BARRICADES.
4. TYPE III CONSTRUCTION BARRICADES SHALL BE PLACED SO AS TO PHYSICALLY EXCLUDE TRAFFIC FROM THE ENTIRE ROADWAY WIDTH OR AT THE DISCRETION OF THE ENGINEER.
5. WHEN POSSIBLE LOCATE THE "ROAD CLOSED 1000 FT" SIGN NEAR A LOCATION WHERE DRIVERS CAN TURN AROUND.
6. SIGN SPACING IS FOR REFERENCE ONLY. FIELD ADJUSTMENTS MAY BE NECESSARY TO AVOID CONFLICTS WITH EXISTING SIGNS, OR OTHER INFRASTRUCTURE.
7. EXISTING SIGNS IN CONFLICT WITH THIS DETOUR PLAN SHALL BE COVERED WHEN NECESSARY, AS APPROVED BY THE ENGINEER.



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Notes

Revision	By	Appr	11/14/02

Permit/Seal

Client/Project
TOWN OF NORWICH
ROUTE 132 CULVERT REPLACEMENT

Title
DETOUR PLAN

Project No. 179450231	Scale NA
Drawing No. CP-9	Sheet 9 of 9
Revision 0	



55 Green Mountain Drive
 South Burlington, VT 05403
 Tel: (802) 864-0223

Quantity Summary
 Norwich

Route 132 Culvert Replacement

CONCEPTUAL ESTIMATE

	Initials	Date
Calc'd By:	ISM	8/6/2020
Checked By:		
Revised By:		
Checked By:		

Item No.	Item Description	Unit	Unit Price	Quantity	\$
201.10	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	LS	\$10,000.00	1	\$10,000.00
203.15	COMMON EXCAVATION	CY	\$25.00	150	\$3,750.00
203.27	UNCLASSIFIED CHANNEL EXCAVATION	CY	\$30.00	25	\$750.00
204.25	STRUCTURE EXCAVATION	CY	\$30.00	240	\$7,200.00
204.30	GRANULAR BACKFILL FOR STRUCTURES	CY	\$55.00	175	\$9,625.00
210.10	COARSE-MILLING, BITUMINOUS PAVEMENT	SY	\$10.00	115	\$1,150.00
301.35	SUBBASE OF DENSE GRADED CRUSHED STONE	CY	\$60.00	75	\$4,500.00
404.65	EMULSIFIED ASPHALT	CWT	\$50.00	3	\$150.00
406.35	SUPERPAVE BITUMINOUS CONCRETE PAVEMENT	TON	\$120.00	85	\$10,200.00
514.10	WATER REPELLENT, SILANE	GAL	\$100.00	4	\$400.00
519.20	SHEET MEMBRANE WATERPROOFING, TORCH APPLIED	SY	\$25.00	76	\$1,902.78
529.15	REMOVAL OF STRUCTURE {5'-0" x 7'-0" X 25'-0" BOX}	EACH	\$25,000.00	1	\$25,000.00
540.10	PRECAST CONCRETE STRUCTURE {12'-0" X 6'-0" X 50'-0" BOX}	LS	\$125,000.00	1	\$125,000.00
613.06	STONE FILL, STREAM BED MATERIAL	CY	\$70.00	65	\$4,550.00
613.11	STONE FILL, TYPE II	CY	\$70.00	50	\$3,473.81
621.20	STEEL BEAM GUARDRAIL, GALVANIZED	LF	\$20.00	163	\$3,260.00
621.60	ANCHOR FOR STEEL BEAM RAIL	EACH	\$800.00	4	\$3,200.00
630.15	FLAGGERS	HR	\$28.00	200	\$5,600.00
635.11	MOBILIZATION/DEMobilIZATION	LS	\$35,000.00	1	\$35,000.00
641.10	TRAFFIC CONTROL	LS	\$10,000.00	1	\$10,000.00
649.31	GEOTEXTILE UNDER STONE FILL	SY	\$2.50	53	\$132.50
651.15	SEED	LB	\$20.00	1	\$20.00
651.35	TOPSOIL	CY	\$80.00	5	\$400.00
653.45	FILTER BAG	EACH	\$400.00	2	\$800.00
653.476	SILT FENCE, TYPE II	LF	\$4.00	50	\$200.00
				Construction Cost	\$266,264.09
				Contingency (10%)	\$26,626.41
				Total	\$292,890.50
				SAY	\$300,000.00

Public Works Department

Monthly Report for July 2020

By: L. Wiggins, Public Works Director

Highway Department

The Highway Dept. mowed roadsides, graded selected road sections, repaired a sinkhole on Tigertown Road, repaired the RRFB sidewalk patch at Tracy Hall, picked up trees, repaired road shoulder washouts on Beaver Meadow and Union Village Roads and installed 14 replacement road culverts.

The Highway Dept also: removed the storm windows from Tracy Hall, obtained Dig Safe permits for the ongoing culvert work, filled potholes at the Huntley Field upper parking lot and on Brookside Drive and installed the drop box at Tracy Hall. The fuel system removal work was done on the Tracy Hall generator (to order replacement parts) and the staff looked for second hand pick up trucks.

Again, this month, one man performed mechanical repairs for most of the month.

It should be noted vacations reduced the available manpower.

Buildings and Grounds

B&G mowed, picked up trash, lined fields and trimmed all facilities.

Some of the miscellaneous tasks performed by the B&G Dept were:

Repair the Tracy Hall front door lock

Assist with the Tracy Hall storm window removal

Mowed roadside intersections at Hopson/Rt 5, Union Village/Rt132, Rt 10A/River Road

Repair the steps at the C&D dumpster

July was the first month the Buildings & Grounds Dept assumed the mowing, trimming, weeding, etc. of the Marion Cross School grounds.

The custodian performed bleach cleaning of Town facilities (Tracy Hall, Safety Building, Public Works and the Transfer Station) in light of the Covid- 19 virus.

Transfer Station

The new food waste law was effective July 1 and the Transfer Station complied by arranging for Casella to pick up 8 food wasted totes twice a week. This was necessary as the station had an insufficient number of totes on the first day and it was soon discovered that twice a week was a requirement since maggots became a serious issue with once a week pickup.

The Transfer Station continues to accept just trash, food waste, recyclables and C&D materials only.

Miscellaneous Public Works Dept Activities

The Director:

1. Responded to resident's concerns regarding drainage, trees, and dust control.
2. Commented on the Town's Hazard Mitigation DPW priorities as previously written.
3. Administered the quarterly CDL Drug & Alcohol testing.
4. Continued to prepare a revised (reduced) striping package for in town and road striping (due to lack of funding). Bids were received and L&D Pavement Marking was the low bidder.
5. Researched the current dust control vendor's proposal to provide dust control application equipment if the Town agreed to purchase dust control from them for three years. After review of the contract language and specifics, the Director submitted the proposal to the Town Manager for approval. The Director proposed this as a backup (and future arrangement) given the current tank truck is a 1981 truck.
6. Continued with the truck replacement request for Truck 12, 6 and 9. As directed, the PWDept is researching area dealers and private sales to see if a second hand vehicle is available which is a better value than buying a new truck with warranty.
7. Attended the regional TRORC Zoom meeting.
8. Addressed issues with the Public Works Dept and Tracy Hall fire alarm communications with the Hanover Police Dept dispatch.
9. Performed all secretarial duties required by the department.
10. Was on vacation between 7/20 and 7/31/20.

Projects:

1. Tigertown Box Culverts
 - a. The project has resumed from the Covid 19 shutdown.
 - b. The Director reviewed the Town's culvert inventory and found errors on the Tigertown existing culvert/bridge data.
2. BM Scoping Study
 - a. Dubois & King coordinated the kickoff meeting which was held in the end of July.
3. PD/PWG Generators
 - a. The Director continued to work on the overall plan to replace the generators at Tracy Hall, Public Works and the Public Safety Building. The Director prepared a RFP to replace the Public Safety Building generator.
4. RT 132 culvert
 - a. VTRANS approved the use of the Chapel Hill South Road Structures Construction Grant (for engineering and construction) to replace the RT 132 concrete bridge just north of Bowen Road. A contract for engineering services was executed with Stantec Consulting Services.
5. Chapel Hill South Bridge
 - a. The Vtrans construction grant secured to repair the abutments on Chapel Hill South was redirected to the engineering of the RT 132 bridge project.

6. 2020 Paving Project
 - a. The Union Village and Beaver Meadow paving project grant applications were prepared and submitted to Vtrans after BOS approval. The project was issued for bid and Pike Industries was the low bidder. Paving is currently scheduled for after Labor Day.
7. Grants in Aid – Tilden, Upper Turnpike, Town Farm Roads
 - a. The TRORC issued an extension of the grant deadline (due to Covid 19 reasons) until October 2020.
 - b. Continued to work on the bid package and stake the project in the field.
8. Public Safety Building
 - a. Issues continue with the actual operational status of the condenser units.
 - b. Wright Construction worked on the installation of filters in the condensing units (which were specified but not installed), however, some of the filters remain uninstalled.
9. Tracy Hall Energy Project
 - a. The August 11 vote is to determine the direction of the Energy Project.
10. Old Brown Schoolhouse Bridge
 - a. Nick Fabrikant was selected by the Old Brown Schoolhouse Bridge selection committee as the contractor for the project.
 - b. Mr. Fabrikant is securing permits and construction will begin soon.

Herb Durfee

From: Kimberly Gilbert <kgilbert@trorc.org>
Sent: Tuesday, August 11, 2020 5:11 PM
To: Larry Wiggins; Rod Francis; Alex Northern; Herb Durfee; Mary Layton; Miranda Bergmeier; Jennifer Frank; Bonnie Munday; Matt Swett; cook1574@gmail.com
Subject: Norwich LHMP update
Attachments: Town of Norwich LHMP 2020 8.11.20.docx; Active Shooter addition.docx

Hi Norwich LHMP team,

I've attached the newest draft of the hazard mitigation plan. Note: track changes only show edits made since the last version was shared via Dropbox link on July 30. There are also some comments in the margins to be addressed. This draft is formatted properly and is easier to read.

I want to thank Rod who took some time to comb through the draft and provided great feedback. He was particularly concerned that an active shooter scenario did not make it into the top hazards the plan focuses on. We are in a time crunch, but can fit this into the plan if the team desires. We would need a narrative write up; a list of history of occurrences (date, event, location, extent); a vulnerability assessment (location, vulnerability, extent, observed impact); and mitigation action(s). Please see my attachment titled "Active Shooter addition" for a rough start and let the group know your thoughts.

Our goals right now are to:

1. Make a decision about including active shooter scenario and inserting that into the plan
2. Share a draft ASAP with other groups for feedback (give them a deadline for comments)
3. Finalizing the draft by noon August 20 for SB adoption
4. Submitting to VEM for feedback/approval

These are the groups the 2015 plan was shared with. Herb, can you and I connect about sending a draft out to these groups and giving them a deadline for feedback to us?

- Norwich Selectboard
- Planning Commission Chair
- VEM
- Hartford Town Manager
- Hartford Planning & Development Director
- Hanover Town Manager
- Hanover Planning Board Chair
- Thetford Selectboard
- Sharon Selectboard

Forthcoming edits include:

- Updating map in Attachment A
- Severe Weather Table
- Updating the "Plan Development Process" section if we receive comments from groups

Thanks all, for your continued efforts and feedback as we near our deadlines.
Kim

Kimberly Gilbert, AICP, Regional Planner



Two Rivers-Ottawaquechee Regional Commission
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Active Shooter Scenario – possible addition to Norwich LHMP

Narrative write up:

The FBI defines an active shooter as one or more individuals actively engaged in killing or attempting to kill people in a populated area using one or more firearms. An active shooter incident can happen in any place at any time. These events are unpredictable.

In 2019, the FBI designated 28 shootings as active shooter incidents, taking place in 16 states. These incidents resulted in 247 casualties (97 killed and 150 wounded).

Populated areas that active shooters may target include:

- Schools
- Workplaces
- Houses of worship
- Transportation centers
- Other public gathering areas

History of occurrences:

None

Vulnerability assessment:

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
Type of hazard. Active Shooter Scenario	General areas in community that may be vulnerable to the hazard. Populated areas including schools, workplaces, houses of worship, and other public gathering sites.	Community structures affected by hazard. The vulnerability would be loss of life.	Strength or magnitude, and details of a notable event(s). None observed	Dollar value or percentage of damages. None observed	<u>Occasionally</u> : 1–10% probability of occurrence per year, or at least one chance in next 100 years <u>Likely</u> : >10% but <100% probability per year, at least 1 chance in next 10 years <u>Highly Likely</u> : 100% probable in a year Occasionally

Mitigation Action:

Hazard	Mitigation Action	Local Leadership	Prioritization	Possible Resources	Time Frame
Active Shooter Scenario	Provide training on the "Run, Hide, Fight" method to ... students?	?	?	Local Resources	?

<https://www.fbi.gov/file-repository/active-shooter-incidents-in-the-us-2019-042820.pdf/view>

https://www.fema.gov/media-library-data/1523561958719-f1eff6bc841d56b7873e018f73a4e024/ActiveShooter_508.pdf

**Town of Norwich, Vermont
2020 Local Hazard Mitigation Plan**

**Prepared by the Two Rivers-Ottawaquechee Regional Commission and
the Town of Norwich**

XX/XX/XXXX

Date of Town Adoption

XX/XX/XXXX

Date of Final Approval by FEMA

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I. Introduction

Natural and human-caused hazards may affect a community at any time. They are not usually avoidable; however, their impact on human life and property can be reduced through community planning.

Accordingly, this Local Hazard Mitigation Plan (hereafter referred to simply as the Plan) seeks to provide an all-hazards mitigation strategy that will make the community of Norwich more disaster resistant.

“Mitigation” is defined as any sustained action that reduces or eliminates long-term risk to people and property from natural and human-caused hazards and their effects. Previous Federal Emergency Management Agency (FEMA), State and Regional Project Impact efforts have demonstrated that it is less expensive to anticipate disasters than to repeatedly ignore a threat until the damage has already been done. While hazards cannot be eliminated entirely, it is possible to identify prospective hazards, anticipate which might be the most severe, and recognize local actions that can be taken ahead-of-time to reduce the damage. These actions, also known as ‘hazard mitigation strategies’ can (1) avert the hazards through redirecting impacts by means of a structure or land treatment, (2) adapt to the hazard by modifying structures or standards or, (3) avoid the hazard through improved public education, relocation/removal of buildings in the flood zone, or ensuring development is disaster resistant.

II. Purpose of the Plan

The purpose of this Plan is to assist Norwich in identifying all hazards facing the town, ranking them, and identifying strategies to reduce risks from known priority hazards.

The Town of Norwich seeks to be in accordance with the strategies, goals, and objectives of the State Hazard Mitigation Plan.

The 2020 Norwich Local Hazard Mitigation Plan is the second stand-alone mitigation plan drafted for the Town. Previously, the Town had a 2015 stand-alone mitigation plan as well as a town-specific 2011 Annex in the Regional Pre-Disaster Mitigation Plan. New information has been added to make the plan stronger and more useful for the Norwich town officials and residents who will implement the hazard mitigation strategies in the future.

III. Community Profile

The Town of Norwich is located in the northeast corner of Windsor County on the Connecticut River, bordering the State of New Hampshire along approximately 8.5 miles of the Town's southeastern border. The Town has an area of approximately 44.8 square miles. The Town borders the Vermont towns of Thetford to the north, Sharon to the west, and Hartford to the south, and the New Hampshire town of Hanover. In addition to the Village of Norwich, the Town includes the villages or hamlets of Lewiston, Goodrich Four Corners, Pompanoosuc, Beaver Meadow, and New Boston.

The topography of the town rises from east to west from a mean elevation along the Connecticut River of 380 feet above mean sea level to highlands along the border of Sharon. Several hills exceed 1,700 feet in elevation. The Connecticut River is the dominant geographic feature of the town. The Ompompanoosuc River, which drains upland areas in Vershire, West Fairlee and Thetford, enters the Connecticut River in Norwich, one and one-half miles south of the Thetford town line. The Blood Brook¹ watershed, which includes Charles Brown and New Boston Brooks, is about 18 square miles.

Approximately 80 percent of the land area of the Town of Norwich is forested. A few small farms currently operate in town. Commercial areas include Norwich Village, Lewiston Village, and sections of Route 5. Residential housing is, in addition to the village area, along the five major roads, including Beaver Meadow Road, Turnpike Road, New Boston Road, Main Street/Union Village Road and Church Street/US Route 5. The south-central and southwest edge of town is accessible by road only through Hartford.

According to the U.S. Census Reports, population levels have increased in Norwich since 1970. In 2000, the Town had its highest ever-recorded population with 3,544 residents. The 2000 population numbers for the Town are 80% higher than the 1970 figure of 1,966 residents, which demonstrates the marked increase in residents at a pace far higher than many other towns in the region. There was a slight decline in the number of residents in 2010 when the population dropped to 3,414 (a 3.7% decline overall), meaning that there was roughly 76% growth in population numbers in the forty years between 1970 and 2010. The 76% rate of growth in Norwich far exceeded the rate of growth Windsor County or the State of Vermont experienced over the same time period (29% and 41%, respectively).

There were 1,553 housing units in Norwich in 2010, according to the U.S. Census Reports. In 2000 there were 1,505 units, and in 1990 there were 1,382 housing units. The average annual rate of housing growth over the 2000s was 3.2%, a marked decrease from the 8.9% growth experienced over the 1990s.

The increase of 4.8 units per year, including second-homes, was roughly a third of the State's rate of growth of 9.6%, and was also significantly lower than Windsor County's rate of 7.9%. Compared with its neighboring towns in the Two Rivers-Ottawaquechee region (Thetford 8%, Sharon 10.9%, and Hartford 5.7%), Norwich had the lowest level of housing growth in the 2000s.

¹ The name of the stream is Blood Brook but it is often referred to as Bloody Brook.

The Town lies within the service area of Green Mountain Power, which supplies electrical power to all sections of town.

The Norwich Fire Department, a municipal department, provides fire protection services to the Town of Norwich. The Town participates in the Upper Valley Regional Emergency Services Association, a mutual aid system. Norwich has a part-time salaried fire chief and between 30-40 paid-on-call members, some of whom are certified emergency medical technicians. The department has one station that houses two engines, one tanker, one quint and one forestry truck. The fire department is dispatched by Hanover dispatch.

Established in 1973, the Norwich Police Department is available 24-hours a day, and is comprised of a full-time police chief, three full-time officers, and a full-time administrative assistant. The police department also has part-time officers to help cover needed hours and is dispatched by Hartford dispatch.

Medical emergencies are handled by the First Aid Stabilization Team (FAST) Squad. The FAST Squad has approximately 18 members, who are trained at or above the EMT level and provide emergency care before the arrival of an ambulance. Norwich has a contractual agreement with neighboring town of Hanover to provide first-response ambulance and emergency medical services. This agreement is funded by both a per-capita payment from the Town of Norwich as well as user fees. The closest hospital is Dartmouth-Hitchcock Medical Center in Lebanon, NH. Medivac services are available by the DHART helicopter.

The Town of Norwich is located on the banks of the Connecticut River. Norwich is also located just north of the Town of Hartford, a major economic and commercial hub of the Upper Connecticut River Valley. As a result, Norwich may experience some additional development pressures that may not be present in other nearby towns. In fiscal year 2019, there was 1 permit issued for new home development, 16 permits issued for building additions, and 14 permits issued for accessory structures.

IV. The Planning Process

A. Plan Developers

Jessica Richter and Kimberly Gilbert, both Planners at the Two Rivers-Ottauquechee Regional Commission (TRORC), assisted the Town of Norwich with updating its Hazard Mitigation Plan. Committee members who assisted with the revisions include:

Name	Role/Organization	How Participation Was Solicited
Alex Northern	Fire Chief/Deputy Emergency Director	In April 2020, Jessica Richter, Peter Gregory, and Tory Littlefield (TRORC Staff), coordinated an introductory meeting on Zoom with Herb Durfee, Rod Francis, and Alex Northern (Town of Norwich). During this meeting, TRORC Staff reviewed the update process and worked with Norwich town officials to determine a hazard mitigation planning team. TRORC then held a kick-off meeting on May 14, 2020, followed by additional public meetings which are discussed in further detail below.
Larry Wiggins	Director of Public Works	
Jennifer Frank	Police Chief, Norwich Police Department	
Mary Layton	Selectboard Member	
Bonnie Munday	Public Health	
Herb Durfee	Town Manager/Emergency Management Director	
Rod Francis	Director, Planning and Zoning	

Additional Participants in the Process:

-

Comment [KG1]: Insert groups/individuals who comment here

B. Plan Development Process

The 2020 Norwich Mitigation Plan is an update from the 2015 Plan, which was originally drafted by Two Rivers-Ottawaquechee Regional Commission, and approved by FEMA on August 4, 2015.

Several sections have been updated to include all necessary information.

The changes to this Plan include:

- **General**
 - Data updates: New hazard incidents and emergency declarations;
 - Hazards have been reevaluated with the hazard ranking system used by the Vermont Division of Emergency Management and Homeland Security;
 - Updates on the status of 2015 Mitigation Strategies;
 - New 2020 Mitigation Strategies.
- **Hazards Analysis**
 - Flooding/Flash Flooding/Fluvial Erosion; Hazardous Material Spills/Water Supply Contamination; Severe Weather; and Structure Fire remain on the list of “top hazards,” which reflects the belief of local officials that their town is still vulnerable to these hazards;
 - Cyber Attack/Security Breach and Pandemic/Infectious Disease Outbreak have been added to the list of “top hazards,” which reflects the intention/priorities of local officials to expand their analysis of hazards that the Town is or may be vulnerable to in the next five years.
- **Maps**
 - An updated map of the Town of Norwich depicting critical facilities, town infrastructure, and the NFIP designated floodway and 1%- floodplain is included.

The following represent the avenues taken to draft the Norwich Local Hazard Mitigation Plan:

- **Activities**
 - 05/14/2020: TRORC held a kick-off meeting with Norwich HMP planning team to introduce the plan update and discuss the plan development process. A timeline of the update was also reviewed.
 - 05/26/2020: TRORC held a public meeting with the Norwich HMP planning team in order to discuss and rank the hazards that affect the Town of Norwich.
 - 6/17/2020: TRORC held a public meeting with the Norwich HMP planning team in order to finalize the hazard ranking.
 - 7/28/20: TRORC held a public meeting with the Norwich HMP planning team to update the mitigation strategies and actions.

- **Public participation and involvement (44 CFR 201.6(b)(1))**

- Notices were posted to the Valley News in order to alert the Upper Valley community to the public meetings that were taking place. Notices ran on the following dates: 5/22/2020, 6/9/2020, and 7/28/2020.
- Notices for each of the three public meetings were also posted on the TRORC website, the Town of Norwich website, and were sent to the Norwich Listserv and the Norwich Town email list on the following dates: 5/21/2020, 6/8/2020, and 7/24/2020.
- XX/XX/XXXX TRORC staff attended a Selectboard meeting to inform those in attendance about the work that had been done to update the Town's Local Hazard Mitigation Plan. The Selectboard agenda is posted at the Town Office, and on the Town's website. A digital copy of the draft Plan was posted on the Town's website prior to the meeting and asked for comments. TRORC staff also asked for comments at the meeting, but no substantive comments were received.

Comment [KG2]: Update this after Selectboard meeting with comments received.

- **Governmental participation and involvement (44 CFR 201.6(b)(2))**

- Sent revised draft to Norwich Selectboard and provided contact information for receiving comments —
 - No comments were received.
- Sent revised draft to Planning Commission Chair and provided contact information for receiving comments —
- Sent revised draft to Division of Emergency Management and Homeland Security—
- No comments were received. Note: Town officials were given the opportunity to review, provide feedback and approve the changes that were made through the initial Plan drafting process, and during Plan revision and FEMA review process, if applicable.

Comment [KG3]: Update these if comments received

- **Neighboring community participation and involvement (44 CFR 201.6(b)(2))**

- Notices were posted to the Valley News in order to alert the members of the Upper Valley to the public meetings that were taking place. Notices ran on the following dates: 5/22/2020, 6/9/2020, and 7/28/2020. Contact information was provided in the notice to allow those interested in Norwich's efforts to receive more information and how to find out about upcoming meetings. No comments were received.
- Sent revised draft to neighboring towns' Selectboards for comment and provided contact information for receiving comments —10/07/2014
 - Towns of: Thetford, and Sharon
 - No comments were received.
- Sent revised draft to the Town Manager and Planning & Development Director for the Town of Hartford and provided contact information for receiving comments — 10/07/2014

- No comments were received.
- Sent revised draft to the Town Manager and Planning Board Chair for the Town of Hanover, New Hampshire and provided contact information for receiving comments via hard copy —10/07/2014
 - No comments were received.

Comment [KG4]: Update if comments received

- **Review of existing plans, studies, reports, and technical information (44 CFR 201.6(b)(3))**
 - State of Vermont Hazard Mitigation Plan, 2018
 - Norwich Hazard Mitigation Plan (Adopted 8/4/2015)
 - This Plan was referenced extensively during the plan development process, especially with regard to the worst threats and mitigation action strategies identified in 2011.
 - Norwich Town Plan (Adopted 3/7/2020)
 - The Town Plan provided TRORC’s staff with background information on the community, as well as more detail on their emergency services.
 - Norwich Zoning Bylaws (Adopted 12/03/2008, last revision 7/1/2009)
 - The Zoning Bylaws were referenced for general knowledge and for Norwich’s Flood Hazard Regulations.
 - Norwich Subdivision Regulations (Adopted 08/06/2002, last revision 7/3/2013)
 - The Subdivision Regulations were referenced for general knowledge of the Town’s regulations.
 - Phase 1 and 2 Stream Geomorphic Assessment, Blood Brook Watershed, Norwich, VT
 - Phase 1 Stream Geomorphic Assessment (10/2006)
 - Phase 2 Stream Geomorphic Assessment (02/27/2007)
 - This information was incorporated into the mapping/GIS components of this Plan; specifically in determining the number of structures that are vulnerable to fluvial erosion hazards.
 - Basin 14 Tactical Basin Planning Documents, Norwich Direct Drainages & Lower Ompompanoosuc River
 - 2009 Basin 14 Water Quality Management Plan
 - 2015 Stevens, Wells, Waits, and Ompompanoosuc Basin Plan
 - 2020 Draft Basin 14 Tactical Basin Plan
 - Ompompanoosuc River Corridor Plan, Thetford to Norwich, Vermont (01/10/2014)
 - The lower reaches and convergence of the Ompompanoosuc River with the Connecticut River are located in the Town of Norwich. This River Corridor Plan provided background information and was also reviewed for projects that could be incorporated into the ‘hazard mitigation strategies’ identified in this Hazard Mitigation Plan.

C. Status Update on Mitigation Actions Identified in 2015

The following table outlines the mitigation actions that were proposed in Norwich’s 2015 Hazard Mitigation Plan.

Participants in the new Plan update process reviewed these actions and reported on the status of each.

Mitigation or Preparedness Action identified in 2015 Plan	Local Leadership	Prioritization (in 2015)	Time Frame	2020 Status of Mitigation Action
Ensure that Norwich’s Local Emergency Operations Plan (LEOP) is kept up-to-date and identifies vulnerable areas and references this Plan.	Emergency Management Director	High	1 year from date of Plan Approval	Yes - LEMP (formerly LEOP) is submitted by State each year
Consistently document infrastructure damage after weather events.	Public Works Director/DPW	High	As needed	Yes - Town consistently documenting damage; documents using time sheets, equipment, materials used, etc.
Research and establish a system to alert residents of emergencies.	Emergency Management Deputy Director	High	1 year from date of Plan Approval	Yes - Vermont Alert; Red Alert (Hanover Dispatch)
Develop a program to maintain and update town bridge and culvert inventories. Regularly inspect and maintain town bridges and culverts; and develop a schedule to replace undersized culverts.	Public Works Director/DPW	High	Annually/As needed	Yes – town has developed a program to maintain and update; Culvert Inventory in place; Bridge inventory is currently being worked on.

Adopt fluvial erosion hazard (FEH)/river corridor regulations which will incorporate VT ANR's river corridor maps.	Planning Director; Planning Commission; Selectboard	High	6 months - 1 year	No - Town has made a conscious decision not to adopt river corridor regulations. No commitment to revisiting topic in next 5 years. Town has own stream buffer regulation in zoning regs & follows wetland regulations. These meet or exceed state designated distances.
Identify areas of fluvial erosion that could benefit from river/stream corridor plantings on both public and private property.	Conservation Commission; Planning Dept.; DPW	Medium	2-4 years	In progress - Conservation Commission working on this to be included in next Plan update
Complete the following culverts projects:	Department of Public Works	Medium-High	1-4 years	
• Replace 3 wooden bridges on Tigertown Road with 60" HDPE culverts.				2/3 bridges in engineering stages of being replaced
• Replace one undersized steel culvert on Bragg Hill with a new precast concrete box culvert: 5' x 10' x 52'.				No replacement to note.

Comment [KG5]: Rod suggested removing this row of text because it is not a mitigation action the town is pursuing and therefore it can't be a high priority. Response: the purpose of this table is to provide a 2020 update to the mitigation actions. So this action was identified in the 2015 plan and listed as high priority in THAT plan, not the current one. The column on the far right explains that the Town has opted not to do this after all. I've added "(in 2015)" to the prioritization column heading to help keep things clear.

<ul style="list-style-type: none"> Replace an old cement box-type culvert on Route 132 with a 117" x 79" metal pipe arch with concrete headwalls. 				In engineering stage to replace by end of 2020
<ul style="list-style-type: none"> Replace a wooden bridge on Olcott Road with a 60" HDPE culvert. 				No replacement to note.
<ul style="list-style-type: none"> Replace an undersized culvert on Four Wheel Drive with a new 24" HDPE culvert. 				No replacement to note.
Develop a program to clear and maintain town road rights-of-way, and work with local utilities to request that utility corridors are cleared and maintained, as needed	Norwich Department of Public Works	High	1 year from date of Plan Approval	Yes - ongoing as routine maintenance
Ensure that fire department personnel maintain their Firefighter certifications.	Norwich Fire Department	Medium	As needed	Yes - certifications maintained every year
Complete a comprehensive survey of potential dry hydrant sites to determine the need for additional sites and potential location, and install dry hydrants.	Norwich Fire Department	Medium	2-4 years from date of Plan Approval	Added one dry hydrant site last year, and going to add an additional site this year

Promote installation of sprinklers in new buildings	Norwich Fire Department	High	Annually	Yes - ongoing
Inspect public buildings for potential fire hazards and conduct a voluntary home inspection program.	Norwich Fire Department	Medium	Annually/As needed	Yes - ongoing
Conduct a public education program on fire prevention and disseminate information at the school and on the Town's listserv.	Norwich Fire Department	Medium	Annually/As needed	Active fire education and prevention program with local schools and organizations; on-going
Continue to maintain and update the Town's Source Protection Plan.	Water Operations Manager for the Norwich Fire District and Municipal Water Department; Planning Director	Medium-High	At least every 3 years	Yes - ongoing
Install motion-detection equipment that is connected to dispatch to prevent/discourage intrusion at the reservoir.	Water Operations Manager	High	1 year from date of Plan Approval	Installed alarms and a camera
Install an effective fire alarm system at the pump house that is connected to Hanover Dispatch.	Water Operations Manager	High	1 year from date of Plan Approval	No

Install a sprinkler system or remotely monitored fire alarm system at the Norwich Fire District and Municipal Water Department's pump house.	Water Operations Manager	High	1 year from date of Plan Approval	Yes - remotely monitored fire alarm installed. No sprinkler system installed.
Install a generator at the Norwich Fire District and Municipal Water Department's pump house.	Water Operations Manager	High	1 year from date of Plan Approval	Yes - completed
Ensure that all emergency response and management personnel continue to receive HAZMAT Operations training at a minimum.	Norwich Fire Department	High	As needed	Yes - ongoing
Continuously stock gear to help contain small spills when they occur (booms, absorbent materials, etc.).	Norwich Fire Department	Medium	As needed	Yes - ongoing
Use flood hazard maps to determine the need and plan for response in HAZMAT response in flood hazard areas.	Norwich Fire Department; Planning Department; Emergency Management Coordinator	Medium	2-4 Years from Date of Plan Approval	Yes - ongoing

D. Existing Hazard Mitigation Programs, Projects, & Activities

The Town of Norwich is currently engaged in the following hazard mitigation programs, projects and activities:

	Type of Existing Authority /Policy / Program / Action	Resources: Staffing & Funding	Ability to Expand/Improve On
Community Preparedness Activities	Program—Annual update of Norwich’s Local Emergency Management Plan (LEMP)	Staff time from the Town Manager and Norwich Fire Chief, with assistance from TRORC. Funding from Vermont DEMHS	Current program works well, no need to expand or improve on. Last updated and approved on 03/30/2015.
	Program— Participation/attendance in the Local Emergency Planning Committee District 12 (LEPC 12)	Staff/volunteer time from the Norwich Fire Department; meetings convened by TRORC. Funding from Vermont DEMHS.	There is no need to expand or improve on attendance as it is considered satisfactory.
	Completed Action— Designated Red Cross Shelter. Formerly at the Town Hall but since relocated to the Hartford High School.	Staff time from the Town Manager and perhaps other emergency management personnel. Funding from American Red Cross.	This was a one-time action.

<p>Insurance Programs</p>	<p>Authority/ Program— participation in National Flood Insurance Program (NFIP). [Note: This section of the Plan satisfies the requirements of 44 CFR 201.6(c)(3)(ii).]</p>	<p>The Norwich Planning Director serves as the NFIP Administrator. Assistance from TRORC and Vermont ANR. Funding from local resources— annual town budget.</p>	<p>Norwich’s initial Flood Hazard Boundary Map was identified on 10/18/74. The Town’s initial Flood Insurance Rate Map (FIRM) was dated 6/15/88. The Town’s FIRM and Flood Insurance Study (FIS) have both been updated, and the current effective date for both is 9/28/07. The Town continues its participation in the NFIP by administering and enforcing its Zoning Regulation which includes a Flood Hazard Overlay District. These regulations were last amended on 07/01/2009. These regulations apply to new construction in the areas of special flood hazard.</p>
<p>Land Use Planning</p>	<p>Policy/Program— Norwich Town Plan. Adopted on 3/7/2020, includes a “Floodplain” section within the Resilience element.</p>	<p>Planning Director, volunteer time from Planning Commission, and assistance from TRORC on specific subject matter. Funding from Municipal Planning Grants.</p>	<p>The Town Plan is updated every eight years, as required by statute. The Planning Commission may expand or improve on any section it deems necessary, or that is required by changes in state statute.</p>
	<p>Authority— Norwich Zoning Regulations. Last amended/adopted on 07/01/2009, and includes a “Flood Hazard Overlay” (FHO) zoning district.</p>	<p>Volunteer time from the Planning Commission, funding from Municipal Planning Grants.</p>	<p>During the Town Plan review/update period, the Zoning Regulations are also reviewed and updated if needed.</p>

Comment [KG6]: Rod noted this is not actually true. We will strike this comment. Shall I replace it with “There is no need to expand or improve on this” or something else?

	Policy/Program—Norwich Hazard Mitigation Plan. Adopted on 8/9/2015	Staff/volunteer time from Town officials; assistance from TRORC and Vermont DEMHS. Funding from FEMA; Vermont DEMHS; TRORC.	The 2020 Norwich Local Hazard Mitigation Plan will replace the 2015 Plan. The 2020 LHMP has evolved from the 2015 Plan and has greatly expanded and improved upon it. Future iterations of the Town’s LHMP will be updated by the Town at least every five years.
Hazard Control & Protection of Critical Infrastructure & Facilities	Program— Culvert inventory in 2018. This culvert inventory includes georeferenced locations for all Norwich culverts and recommendations for culvert upgrades to reduce vulnerabilities to flooding.	Staff time from the Public Works Director; assistance from TRORC. Funding from Better Backroads grant; local personnel time and funding.	The Town is currently using the culvert inventory to further its culvert improvement program, and seeking funding through the Better Backroads grant program for implementation projects.
	Authority— Town Road and Bridge Standards (Adopted 03/13/2013). Certificate of Compliance issued 01/08/2014	Adopted by the Selectboard, implemented by the Road Foreman, assistance from TRORC. Funding from VTrans and the local budget to implement.	Specifies minimum construction standards for roadway, ditches, culverts and bridges and guardrails. VTrans updates the Town Road and Bridge Standards on a fairly regular basis. The Town has the authority to require above-and-beyond what is written in the policy.
Education/Public Outreach	Ongoing Action—Citizen Handbook at Town Clerk’s Office	Staff time from the Town Office/Funding from local budgets.	There is no need to expand or improve on this action.
	Program—Fire District Emergency Operations Plan (different from the LEMP referenced above)	Staff/volunteer time from the Norwich Fire District. Funding from the fire district budget.	This Emergency Management Plan is updated regularly, and there is no need to expand or improve on this Plan.

	<p>Program—Fire Safety Education provided by Norwich Fire Department</p>	<p>Staff/volunteer time from the Norwich Fire District. Funding from the fire district budget.</p>	<p>There is no need to expand or improve on this action.</p>
	<p>Program—A Consumer Confidence Report is distributed to consumers connected to the Norwich Fire District #1 water system.</p>	<p>Staff time from the Norwich Fire District #1's staff. Assistance provided by Vermont Department of Environmental Conservation's Drinking Water and Groundwater Protection Division. Funding from the Norwich Fire District #1.</p>	<p>A Consumer Confidence Report is distributed each year. There is no need to expand or improve on this program.</p>

E. Plan Maintenance

A hazard mitigation planning team will be responsible for maintenance of the Norwich Local Hazard Mitigation Plan. The team will report and make recommendations, through the Town Manager, to the Selectboard on the status of plan implementation and any necessary changes to the Local Hazard Mitigation Plan.

This Plan (the Norwich Local Hazard Mitigation Plan) will be updated and evaluated, by discussing its effectiveness and making note to incorporate any necessary revisions in the update process, annually at an April meeting, along with the review of the Local Emergency Management Plan (LEMP). At this meeting, the team will monitor the implementation of the hazard mitigation strategies outlined in this Plan, by noting those that have been completed, are in the process of completion, or any issues with initiating the activity. Any comments from local officials and the public will be incorporated when relevant. This meeting will constitute an opportunity for the public and other town officials to hear about the town's progress in implementing mitigation strategies and to give input on future activities and Plan revisions. The public will be given the opportunity to comment at this meeting, and the comments will be incorporated when relevant.

Updates and evaluation of this Plan by the team and the local Emergency Coordinator/Director will also occur within three months after every federal disaster declaration directly impacting the Town of Norwich. The Town will monitor, evaluate and update this Local Hazard Mitigation Plan at every April at a meeting and after every federally declared disaster according to the graphic in Appendix B. The Town shall reference the Local Hazard Mitigation Plan when working on Town Plan amendments or changes to the Town's bylaws.

At least one year before the Plan expires, the update process will begin (though annual updates, monitoring of progress and evaluation will occur at the April meeting). For this next Plan update, the Two Rivers-Ottawaquechee Regional Commission (TRORC) will help with Plan updates if the Town of Norwich requests assistance and if funding is available. If TRORC is unable to assist the Town, then Norwich's Town Manager/Emergency Management Director will update the Plan with the assistance of the hazard mitigation planning team. Ultimately, it will be the Town's responsibility to update their Local Hazard Mitigation Plan.

The process of evaluating and updating the plan will include continued public participation through public notices posted on the municipal website, notice within the municipal building, and notice in Valley News of White River Junction, and the TRORC newsletter and blog, inviting the public to the scheduled Selectboard (or specially scheduled) meeting. The public will be given the opportunity to comment during the public meeting(s). Additional stakeholders will be invited to the meeting; these include: Norwich Fire District #1, VTrans, and the Vermont Agency of Natural Resources (VT ANR). VT ANR will be invited because they can provide assistance with NFIP outreach activities in the community, models for stricter floodplain zoning regulations, delineation of fluvial erosion hazard areas, and other applicable initiatives. These efforts will be coordinated by the Town Manager.

Updates may include changes in community mitigation strategies; new town bylaws, zoning and planning strategies; progress on the implementation of initiatives and projects; effectiveness of implemented projects or initiatives; and evaluation of challenges and opportunities. If new actions are identified in the interim period, the plan can be amended without formal re-adoption during regularly scheduled Selectboard meetings.

Norwich will also incorporate mitigation planning into their long-term land use and development planning documents². To do so, flood hazard and fluvial erosion hazards will be identified, and strategies and recommendations will be provided to mitigate risks to public safety, critical infrastructure, historic structures and public investments. The Local Hazard Mitigation Plan helps Norwich comply with the community flood resiliency requirement for town plans.

The Town will review and incorporate elements of the Local Hazard Mitigation Plan into updates for the municipal plan, zoning regulations, and flood hazard/ fluvial erosion hazards (FEH) bylaws. The incorporation of the goals and strategies listed in the Local Hazard Mitigation Plan into the municipal plan, zoning regulations and flood hazard/FEH bylaws will also be considered after declared or local disasters. The Town will also consider reviewing any future TRORC planning documents for ideas on future mitigation projects and hazard areas.

² 24 V.S.A § 4302 requires all towns to incorporate flood resiliency elements into their town plans as of July 2014.

V. Community Vulnerability by Hazard

A. Hazard Identification

Mitigation efforts are grounded in a rational evaluation of hazards to the area and the risks these hazards pose. This was done through a process, which in essence asked and answered three basic questions:

- What bad things can happen?
- How likely are they to occur?
- How bad could they be?

This process, which is laid out in the table below, is an attempt to inventory known hazards, establish the likelihood of them occurring in the future, and then assess the community's potential vulnerability to each. In performing this analysis, Norwich will prioritize actions that are designed to mitigate the effects of each of these disaster types and ultimately make Norwich a safer place.

Disasters that have occurred within the Town of Norwich, the larger region, and the State of Vermont provides good information about the types of disasters that can be expected in the future and what kinds of damage they might cause. This historical data can inform us of what might happen in the future, but it is not predictive. While Norwich might not have been impacted by a specific hazard in the past, this does not necessarily mean it will never be affected in the future. Indeed, climate change may mean that historic weather patterns may not be predictive of future weather patterns. For instance, in recent years, Vermonters have seen an increase in the number and severity of storms, especially rainfall events. Armed with historical data and information on climate change and the unknown, we have tried to identify hazards and prepare for the future.

The following table reflects the hazards that can be expected, or are at least possible, in the Norwich, Vermont area. We have considered factors such as frequency of occurrence, warning time and potential community impact to rank each and determine which hazards pose the greatest threats to life and property in Norwich³. The worst threats (bolded in the table, below) are then followed-up with discussion and mitigation strategies throughout the rest of this Plan⁴. It should be noted that hazards assigned with the same "Hazard Score" are not in order and their placement in the table should not be assumed to reflect their potential to create hazards for the town.

³ The ranking methodology used in this Plan (see Appendix A) is closely modeled on that which is used by the Vermont Division of Emergency Management & Homeland Security (VDEMHS). The only changes made were intended to reflect the more limited geographical scope of this analysis, which is focused on a small, rural town rather than the entire State of Vermont (which is the focus of VDEMHS).

⁴ It is important to note that those hazards which were not found to pose the greatest threats may still occur in Norwich's future; however, they are not the focus of this Plan.

Hazard	Frequency of Occurrence	Warning Time	Potential Impact	Hazard Score
Flash Flood/Flood/Fluvial Erosion	Highly Likely	3-6 Hours	Moderate	10
Cyber Attack/Security Breach	Occasionally/Likely	None-Minimal	Moderate/Major	9.5
Severe Weather (Thunderstorm, Lightning, High Wind, Hail, Flooding, Extreme Cold/Snow/Ice Storm, Extreme Heat)	Highly Likely	6-12 Hours	Moderate	9
Public Water Supply Contamination/Hazardous Material Spill	Occasionally /Likely	None-Minimal	Moderate	9
Structural Fire	Likely	None-Minimal	Minor	9
Active Shooter	Occasionally	None-minimal	Moderate	9
Tornado	Occasionally	3-6 Hours	Moderate	8
Pandemic/Infectious Disease Outbreak	Likely	>12 hrs	Major	8
Hurricanes/Tropical Storms	Likely	>12 Hours	Major	8
Wildfire	Occasionally	None-Minimal	Minor/Moderate	8.5
Dam Failure	Occasionally	None-Minimal	Minor-Moderate	8-9
Invasive Species/Infestation	Highly Likely	>12 Hours	Negligible	6
Landslides/Mudslides/Rockslides	Unlikely	None-Minimal	Negligible	6
Ice Jams	Occasionally	6-12 Hours	Negligible	5
Drought	Occasionally	>12 Hours	Minor	5
Earthquake	Unlikely	None-Minimal	Negligible	5

Comment [RF7]: Not correct. There is frequently more than 24hrs notice from the NWS. TS Irene there were several days of briefings and preparedness meetings prior to day of impact. Many communities pre-stage up to and including evacuation of vulnerable populations.

Comment [KG8]: The team chose this warning time. In comparison, the VT statewide committee listed the warning time for flooding as “none-minimal” – does the team want to reevaluate?

Comment [RF9]: See comment above

Comment [RF10]: I don't think this adequately describes the impact

Comment [KG11]: Change to major?

Comment [RF12]: This is not accurate knotweed devastates vast areas of streambanks, private and public lands and is extremely costly and difficult to control, leading to measurable (\$\$\$\$) impacts. VTrans, DEC and Muni operations facilitate its uncontrolled spread

Comment [KG13]: Change to ... ?

The Norwich HMP Planning team discussed the results of the hazard ranking activity and decided to focus on hazards that had the potential to impact the Town on a town-wide scale and/or had the potential to occur frequently. Refer to Appendix A for definitions of the hazard ranking terms used in the above chart.

The team decided to group formerly separate weather categories together into “Severe Weather” and to group hazardous material spills with water supply contamination. They also decided to discuss Pandemic/Infectious Disease Outbreak as a top hazard due to the Covid-19 pandemic that is happening at the time of writing this Plan.

After engaging in discussions using their best available knowledge, the Town of Norwich identified the following “top hazards” that they believe their community is most vulnerable to:

- Flash Flood/Flood/Fluvial Erosion
- Cyber attack/security breach
- Severe Weather
- Water Supply Contamination/ Hazardous Material Spill
- Structural Fire
- Pandemic/Infectious Disease Outbreak

Each of these “top hazards” are discussed in the following sections. Within each section, previous occurrences of each hazard are listed, including the County-wide FEMA Disaster Declarations (DR-#), where applicable. Hazards information was gathered from local sources (ex., town history book), the National Climatic Data Center’s (NCDC’s) Storm Events Database, the Spatial Hazard Events and Losses Database for the United States (SHELDUS), and Special Reports produced by the National Weather Service in Burlington, Vermont. This section also includes a description of each “top hazard” and a hazard matrix that also includes the following information (please see each hazard profile for a hazard-specific matrix):

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
Type of hazard.	General areas in community that may be vulnerable to the hazard.	Community structures affected by hazard.	Strength or magnitude, and details of a notable event(s).	Dollar value or percentage of damages.	<p><u>Occasionally</u>: 1–10% probability of occurrence per year, or at least one chance in next 100 years</p> <p><u>Likely</u>: >10% but <100% probability per year, at least 1 chance in next 10 years</p> <p><u>Highly Likely</u>: 100% probable in a year</p>

B. Hazard Profiles for “Top Hazards”

1. Flash Flood/Flood/Fluvial Erosion

Flooding is one of the worst threats to Norwich’s residents and infrastructure. Past instances of flooding in Norwich have included rain and/or snowmelt events that cause flooding in the major rivers⁵ floodplains and intense rainstorms over a small area that cause localized flash- flooding and flooding in the tributaries to the major rivers.

Both kinds of events can be worsened by the build-up of ice or debris, which can contribute to the failure of important infrastructure (such as culverts, bridges, and dams).

Norwich, like many of the towns in Windsor County bordering the Connecticut River and state of New Hampshire, saw lower precipitation totals than did numerous towns in the interior of the county. The flooding that occurred as a result of Tropical Storm Irene is considered to be greater than a 1% flood event, and was likely closer to a 0.2% flood.

Comment [KG14]: Rod wondered if this history is necessary. The plan is supposed to “include information on previous occurrences of hazard events” but we can cut this down if the team prefers

During Tropical Storm Irene, the Town suffered moderate damage, which was largely confined to roadways and infrastructure. Many of Norwich’s roads and bridges were damaged by the storm, including parts of: Bragg Hill Road, Mitchell Brook Road, Tigertown Road, Cossingham Road, Hickory Ridge, Hawk Pine Road, Colton Drive, Chapel Hill North, and Bridges 32, 39, 40 and 41. Additionally, clean-up projects occurred in a number of other areas across the Town. With respect to damage to property, Saint Francis of Assisi Catholic Church and a few other properties experienced some minor flooding issues. The county-wide damage for Windsor County totaled over \$32.5 million. The damage in Norwich exceeded \$1.2 million. Following the flood damage, the State of Vermont and FEMA have been coordinating on the home buy-out process across the state. Norwich was spared property losses that warrant buy-outs in the wake of the storm.

Unfortunately, flooding is very common across the region, with many events impacting the Town of Norwich specifically. Flooding is one of the worst threats to Norwich’s residents and infrastructure, owing to the prevalence of rivers, streams, and brooks throughout the Town, and the dispersed settlement pattern often close to known hazards. The following list indicates the history of occurrence with regard to this hazard in Windsor County (given the small population of Norwich, town-specific data is limited); an asterisk “*” denotes the few instances in which town-specific data is available, and federal disaster numbers are listed where appropriate.

⁵ Connecticut River and Ompompanoosuc River

History of Occurrences:

Date	Event	Location	Extent
4/15/2019	Flash Flood	Windsor County	Widespread 0.5 to 1.5 inches of rain and significant melting snow at mid and upper elevations caused flash flooding across portions of southern and central Vermont
7/27/2018	Flash Flood	Windsor County	A cold front moved across New York into Vermont during the afternoon hours of July 27th. Scattered thunderstorms in moderated instability caused isolated wind damage in the form of downed trees and localized flash flooding in nearby Springfield.
7/17/2017	Flash Flood	Windsor County	A weak surface and mid-level wave moved across Vermont in a moderately unstable (very cool aloft) air mass during the afternoon of July 17th. Scattered thunderstorms developed with a few containing large hail (> .75 inch in diameter) and some winds. Heavy rain additionally produced some isolated Flash Flooding.
7/1/2017	Flash Flood	Windsor County	Flash flooding damaged roads across northern Windsor County. Flowing water covered Route 132 in Sharon, and multiple residences were cut off by high water and damaged roads throughout the area. Residences along Sargent Road in Norwich were damaged.

7/28/2014	Flash Flood	Windsor County	Stationary thunderstorms developed in the early evening of July 28 over south central Windsor County Vermont in the headwaters of the Williams River. Rainfall totals were two to three inches in a little over an hour.
8/28/2013	Flash Flood	Windsor County	Severe thunderstorms with heavy rainfall hit the region, resulting in isolated flash flooding. Portions of Routes 4 and 5 in nearby White River Junction were flooded with two feet of water.
06/25/2013-07/11/2013 (DR-4140)	Severe Storms & Flooding	Windsor County	Severe storms over this period caused flooding in places, property damage, intermittent power losses, etc. Two to three inches fell in Windsor County on 7/2 alone, flooding many roadways. No major damage in Norwich.
08/28/2011-08/29/2011 (DR-4022)*	Flood, Tropical Storm Irene	Norwich, Windsor County	Tropical Storm Irene brought winds in excess of 60 mph in places and heavy rains to the state, causing significant flooding in places. Homes, businesses and roads were flooded throughout Windsor County along the Ottauquechee River. Norwich was recorded as having 4-6" of rainfall over the course of the storm in a matter of hours. A total of \$32.5m in damage was reported for Windsor County. \$1,234,340.21 for Norwich from FEMA's Public Assistance database (captures at least 70% of total damage).
4/27/2011	Flood	Windsor County	High temperatures, snowmelt and rainfall combined to produce significant flooding in places throughout the region.

08/07/2008*	Flash Flood	Norwich, Windsor County	Heavy rains combined with previously saturated soils resulted in scattered flash flooding, washing out several driveway culverts.
07/21/2008-08/12/2008 (DR-1790)*	Severe Storms & Flooding	Norwich, Windsor County	Severe storms and flooding hit Windsor County and other parts of Vermont, leaving damage in their wake. Storms on 8/6 caused over \$100k in damage alone in Windsor County. Scattered flash flooding occurred in West Norwich.
07/09/2007-07/11/2007 (DR-1715)	Severe Storms & Flooding	Windsor County	Severe storms and flooding struck a number of counties in Vermont, including Windsor.
04/15/2007-04/21/2007 (DR-1698)	Severe Storms & Flooding	Windsor County	Severe storms and flooding hit Windsor and other counties throughout Vermont.
5/14/2006	Flood	Windsor County	Strong storms brought 3-6" of rainfall to Windsor County, causing flooding and minor washouts on several roads. \$25k in damages reported throughout the county.
10/07/2005-10/9/2005	Heavy Rain	Windsor County	Heavy rains reached over 6" in portions of Windsor County, causing flooding, mudslides, and clogged culverts in places
07/21/2003-08/18/2003 (DR-1488)	Severe Storms & Flooding	Windsor County	Severe storms and flooding hit Windsor County and other portions of the state, causing damage.
04/13/2002-4/14/2002	Flood	Windsor County	A combination of snowmelt and rainfall of 1-3" across the area caused flooding in areas. \$50k in damage reported throughout the county.

12/17/2000-12/18/2000	Flash Flood	Windsor County	Small streams overflowed their banks, causing some road and low-land flooding. \$5k in damage reported throughout Windsor County.
7/31/2000	Flash Flood	Windsor County	A strong storm brought heavy rainfall to the region, causing many smaller rivers to reach or exceed bankfull conditions. \$10k in damage reported in Windsor County.
07/14/2000-07/18/2000 (DR-1336)	Flash Flood	Windsor County	Strong showers and thunderstorms across the state resulted in especially heavy rainfall. \$500k in reported damage throughout the county
4/4/2000	Flash Flood	Windsor County	Mild temperatures and steady rains resulted in melting mountain snows, which led to many rivers and streams rising up bankfull or above and some flooding in areas. \$5k in damage reported in Windsor County.
3/28/2000	Flash Flood	Windsor County	Steady rain and melting snow resulted in rising water levels on country rivers and streams. \$5k in damage reported in the county.
09/16/1999-09/21/1999 (DR-1307)	Tropical Storm	Windsor County	Tropical Storm Floyd brought heaving rains, high winds, and flooding to many counties in Vermont, including Windsor.
6/27/1997	Flash Flood	Windsor County	Heavy rains brought 3 to 6 inches of rainfall to northern portions of Windsor County, causing extensive flood damage. \$1m in damages were reported throughout the county.
01/19/1996-1/20/1996	Flood	Windsor County	Rainfall, strong winds, and above-normal temperatures precipitated snowmelt, leading to deadly flooding in places. Two fatalities were associated with the storm, and there were numerous power outages reported.
07/06/1973 (DR-397)	Severe Storms, Flooding, Landslides	Norwich, Windsor County	Extensive rains fell on already soaked watersheds, including the Ottauquechee. Recorded data of select Windsor County towns shows that many experienced between 5-9" of rainfall over the course of the storm, forcing evacuations. Rivers and streams throughout the town reached or breached bankfull conditions, causing widespread damage.
11/03/1927-11/04/1927*	Flood	Norwich, Windsor County	The greatest recorded flood disaster in Vermont history devastated the state, losing countless homes, 1,285 bridges, hundreds of miles of roadways and railway tracks, and taking a total of 84 lives, including then- Lt. Gov. S. Hollister Jackson. Rain totals over the 3rd and 4th reached 6-7" in Norwich.

The Town has flood hazard regulations that are integrated into the Norwich's Zoning Bylaws. The Town's Flood Hazard Overlay (FHO) district restricts development in flood-prone areas within the designated FHO overlay district, in part to minimize and prevent the loss of life and property resulting from flood events.

Norwich has 56 structures in the Special Flood Hazard Area (SFHA). Twenty-five percent of these structures have flood insurance. Approximately 50 of these structures are dwelling units. There are no repetitive loss properties identified by the NFIP in Norwich. There are no critical or public facilities located in the SFHA.

Across Vermont, most child and elder care facilities are not registered with the State. Norwich has five licensed childcare facilities. There are no elder care facilities in the Town of Norwich. Finally, low income housing is not registered with the State, and currently there are no mobile home parks located in Norwich that are registered with the State.

Recent studies have shown that the majority of flooding in Vermont is occurring along upland streams, as well as along road drainage systems that fail to convey the amount of water they are receiving. These areas may not be recognized as being flood prone, and property owners in these unmapped areas are not required to have flood insurance (DHCA, 1998). While small, mountainous streams may not be mapped by FEMA in NFIP FIRMs (Flood Insurance Rate Maps), flooding along these streams is possible, and should be expected and planned for. Flash flooding in these reaches can be extremely erosive, causing damage to road infrastructure and to topographic features including stream beds and the sides of hills and mountains. The presence of undersized or blocked culverts can lead to further erosion and stream bank/mountainside undercutting. Furthermore, precipitation trend analysis suggests that intense, local storms are occurring more frequently.

Norwich maintains an up-to-date list of culverts and culvert condition, and has engaged in culvert upgrading since before the 2011 Norwich Annex was drafted. The process of upgrading culverts happens routinely, and the latest culvert inventory was completed in 2018 with assistance from Two Rivers-Ottawaquechee Regional Commission.

There are two home-addition projects in Norwich that are located in the Special Flood Hazard Area, one currently under construction and one currently being reviewed by the state floodplain management office. Due to their location in the Special Flood Hazard Area, both of these projects are or could be vulnerable to flooding. There are no repetitive loss properties in the Town of Norwich on FEMA's NFIP list.

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
Flooding	Along the Connecticut River, southern section of Kendall Station Road and all of River Edge Lane. Low areas adjacent to Blood Brook.	Culverts, bridges, road infrastructure. There are 56 structures located in the Special Flood Hazard Zone	Tropical Storm Irene- 4-7" across the county (4-6" in Norwich).	From TS Irene: \$1,234,340.21 for Norwich from FEMA's Public Assistance database (captures at least 70% of total damage).	Highly Likely

2. Cyber Attack/Security Breach

Cyberattacks against municipalities are increasingly common as more local governments adopt new technologies. Unlike private businesses, municipalities are less prepared for an attack as local governments typically have limited budgets for upgrading networks and security systems, often use outdated technology and may not have dedicated IT staff to implement organizational safeguards to protect against the risk of a cyberattack.

In 2019, Town of Norwich staff fell victim to an e-mail scam resulting in four Automated Clearing House payments totaling nearly \$250,000 being made without approval to a perpetrator imitating the email address of the Town Manager. This kind of scam is known as a business email compromise (BEC) attack. Between January 2014 and October 2019, the Internet Crime Complaint Center received complaints totaling more than \$2.1 billion in actual losses from BEC scams. BEC scams have been reported in all 50 states and in 177 countries. Small and medium-size organizations, or those with limited IT resources, are most vulnerable to BEC scams because of the costs of robust cyber defense.

Another common method of attack against municipalities is ransomware, which is a malware that locks users out of their devices or blocks access to files until a sum of money or ransom is paid. If defenses fail, a city could be stuck paying the cost of a ransom or losing vital information needed to provide services to the community.

The Norwich Selectboard will develop policies to charge the Town Manager to ensure regular updates of the Town of Norwich computers, servers, local area network, firewall, software, hardware, accessibility protocols and codes, and any other cyclical maintenance required to secure the Town’s systems. In addition, the Selectboard will require the Town Manager to train all staff in order to minimize data and security breaches that are caused by human error. The Selectboard will appropriately budget for voter approval at Town Meeting funding through the annual budget and capital budget to support the security measures.

The Town Manager will assess the condition and operations of the Town’s computers, local area network, firewalls, hardware, software, staff development and any other relevant security components with the help of consultants, and determine how to phase in security measures within a reasonable but expedient time frame. He will work with the Selectboard to determine how to incorporate this plan into the annual and capital budgeting processes.

Comment [KG15]: Rod wondered if this level of detail is necessary. We are told to include information on previous occurrences of hazards – can edit if team prefers

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
Cyber attack/security breach	Online	Municipal funds and confidential or sensitive information	Observed impact: business email compromise scam	\$250,000 transferred to scam perpetrator	Occasionally/Likely

3. Severe Weather

More common than hurricanes or tropical storms are severe thunderstorms (usually in the summer), which can cause flooding as noted above, and are often associated with lightning, high winds, hail and tornadoes. Hailstorms have occurred in Vermont, usually during the summer months. While local in nature, these storms are especially significant to area farmers, who can lose entire fields of crops in a single hailstorm. Large hail is also capable of property damage. Tennis ball-sized hail was reported in the town of Chittenden during a storm in the summer of 2001. Thunderstorms can generate high winds, such as hit the region on July 6, 1999, downing hundreds of large trees in a few minutes.

In Norwich, severe weather is quite common, typically in the late spring and summer months when the region experiences high temperatures. Severe thunderstorms tend to bring other hazards, such as high winds, hail, and lightning, and flooding. These hazards are often experienced in combinations that create many unique weather and emergency management situations. Over the years, Norwich has been hit with high winds that have downed and uprooted numerous trees, and knocked out electricity to residents in the Town. Town-specific wind data could not be found, but the "Remarks" section of NCDC Database helps to illuminate the impact strong winds can have on the Town of Norwich. Sizeable hail has also accompanied storms moving through the Town and region.

Extreme temperatures

The following list indicates the history of occurrence with regard to this hazard in Windsor County (given that small population of Norwich, town-specific data is limited); an asterisk "*" denotes the few instances in which town-specific data is available, and federal disaster numbers are listed when appropriate. In an attempt to capture the individual hazards that may arise, and the different circumstances caused by the hazards in concert, the separate hazards are documented in the table below.

History of Occurrences:

[insert table]

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
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Severe Weather	Town-wide for wind, hail, high winds, lightning and thunderstorm impacts; for flooding:	Town and private buildings, utilities; culverts, bridges, road infrastructure	June/July 2013 storms damaged nearly 20% of the town's road, downed trees. TS Irene brought 4-6" of rain and caused over \$1,234,340.21 in damage (from FEMA's Public Assistance Database, capturing at least 70% of total damage).	Often minimal, but severe weather has the potential to cause significant damage.	Highly likely
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*Note: The main hazard caused by severe weather is typically flooding (though not always). In addition, flooding is often the most expensive hazard caused by severe weather. Therefore, the Extent and Impact categories for Severe Weather will reflect the data reported in the Flash Flood/Flood/Fluvial Erosion, as it represents the higher limits of damage caused by severe weather.

4. Public Water Supply Contamination/Hazardous Material Spill

The majority of towns and individuals in Vermont use groundwater as their primary source of water.

While groundwater is more protected from contamination than surface water and is generally of a high quality, groundwater is still at risk of contamination from a number of point and non-point sources, as a result of microbial, organic, inorganic, and radioactive contaminants, or pesticides and herbicides. Sources of surface contamination located directly above the aquifer may leach through the soil and into the groundwater, or groundwater contamination from another distant source may migrate, and, consequently, contaminate a town or individual's water supply.

The migration of contaminants is made more complex because the patterns of groundwater movement, and their relationship to surface water movement, are not completely understood. This creates the potential for groundwater supplies to become contaminated from discrete and unknown sources. It is important to protect groundwater supplies from contamination to the greatest extent possible, because, once contaminated, it is difficult and expensive to clean them to the point where they are again suitable for drinking water.

Water sources can also be contaminated by perfluorooctanoic acid (PFOA). PFOA is a manufactured chemical that belongs to a group of chemicals used to make household and commercial products that resist heat and chemical reactions, and repel oil, stains, grease and water. These chemicals are widely found in nonstick cookware, stain-resistant carpets and fabrics, water repellent clothing, paper and cardboard food packaging and fire-fighting foam. PFOA does not break down easily and therefore persists for a very long time in the environment, especially in water. Its toxicity and persistence in the environment means it is a potential danger to human health and the environment.

Based on available VT Tier II data, there are multiple sites in town that have sufficient types and/or quantities of hazardous materials to require reporting, including Dan & Whits, King Arthur Flour, Norwich DPW, the Norwich Inn, and cell towers throughout town. Norwich is predominantly located along Route 5, running parallel to the Connecticut River. Further, Interstate 91 and an active rail line also run parallel to Route 5 and the river along the eastern edge of the Town. There are a total of 23 Tier II Critical Facilities in the Town, with no hazardous material storage facilities. There are 636 residential (600 single family dwellings, 45 multi-family dwellings, 17 mobile homes, and one other residential property) and 63 commercial, industrial or public buildings within 1,000 feet of a potential HAZMAT spill on major roads, such as Route 5 and Interstate 91. This includes the Town Office, the Fire Department, the Police Station, and Marion Cross Elementary School. In the event that 5% of these structures were involved in a HAZMAT incident, the estimated damage would be approximately \$16,000,000, using figures from the Vermont Department of Taxes. It should also be noted that the State of Vermont currently has a FEMA Type I HAZMAT Team with 27 members and with the three HAZMAT Response Vehicles, broad range of instruments and chemical protective suits and highly trained and experienced technicians.

The following data was retrieved from the Vermont Department of Environmental Conservation's Spill List.

History of Occurrences:

Date	Event	Location	Extent
1/2/2020	Motor Oil spill	Lyons Residence	Motor oil release to driveway; <1 gallon
8/23/2019	Diesel spill	Hilltop Farm	Log in hay field punctured tractor's fuel tank, 20 gallons
5/7/2019	Hydraulic Oil spill	Roadside	Hydraulic Equipment Failure, 4-5 gallons
8/1/2018	Hydraulic Oil spill	roadway	hydraulic reservoir failed, 25 gallons
2/8/2018	#2 Fuel Oil leak	Corum Residence	Pinhole leak in base of AST due to corrosion, amount unknown
1/16/2018	#2 Fuel Oil spill	Norwich Town Hall (Tracy Hall)	Ice drove product out of UST, 1 gallon
9/25/2017	Unknown	Montshire Museum	Drum found in lagoon near Montshire Museum, <55 gallons
7/25/2017	Hydraulic Oil spill	Roadside/vegetation	Blown vehicle hydraulic hose, <1 gallon
7/19/2017	Hydraulic Oil leak	Roadside	leaking hydraulic hose, <1 gallon
1/17/2017	#2 Fuel Oil spill	Scott Residence	Above Ground Tank overflow, <1 gallon
6/3/2016	#2 Fuel Oil leak	Freeman Property	slow drip, <2 gallons
1/14/2016	Gasoline spill	Dan & Whits General Store	Cause of release unknown., 5 gallons
8/11/2015	Bio-Diesel spill	Dan and Whits General Store	In place closure of bio diesel tank, amount unknown
4/16/2015	#2 Fuel Oil leak	Hoffman Property	contamination found during UST closure, amount unknown
5/28/2014	#2 Fuel Oil leak	private residence	Above Ground Tank line (piping), fitting, filter leak, amount unknown

11/12/2013	Diesel Spill	I-91 NW	A tractor trailer accident on I-91 led to ruptured saddle tanks that spilled 100-200 gallons of diesel in the shoulder/against the ledge. Contaminated soils were excavated from the shoulder and replaced with clean brown sand, per VTrans, before being graded and secured.
2/13/2013	Chromium Contamination	New Boston Road	Elevated chromium levels were found in a phase II evaluation in soil borings at 21 feet below ground surface where the Norwich Communication Tower was installed. Determined soils may need to be managed.
9/2/2010	Unspecified Spill	Ompompanoosuc River	Sheens were seen on the river. FD Chief investigated, but the sheens dissipated before the source of contamination could be identified
4/15/2008	Oil Spill	Marion Cross School	Oily water was being pumped from the school basement, discharging in range of a nearby stream. FD responded, shutting down the pump and disconnecting the water heater. On 4/16, 2 gallons of oil were found on the groundwater due to sump pump failure. Drums tipped over in the boiler room when water levels rose
9/13/2006	Unspecified Spill	Route 5	A private resident was concerned her well was contaminated. Water was sampled and ultimately found to contain no high levels of toxic/hazardous substances
5/17/2004	Oil Spill	Route 5	Oil was reported in the sump at a private residence. A water supply sample was taken. Months later, the soil persisted in the sump, being pumped onto the lawn though the source of the oil was not identified.
2/6/2004	Diesel Spill	Church Street	A 20 gallon diesel spill occurred at the Agway Bulk Plant due to a piping leak.
12/16/2005	Diesel Spill	Turnpike Road	A vehicle accident on Turnpike Road led to a 10 gallon diesel spill, which Norwich FD responded to.
9/1/2005	Diesel Spill	I-91 Exit 3	A backhoe overturned, spilling 50 gallons of diesel. Contained the spill with SpeediDri.

8/29/2002	Fuel Oil Spill	Route 132	20 gallons of fuel oil spilled at a private residence, which was cleaned up with sand by the fire department before being disposed of in 5 drums
3/8/2002	Unspecified Spill	Route 5	Norwich Water Department had an overflow shutoff failure, resulting in a 197 gallon spill. Some contaminants went to the floor drain and outside.
9/11/1998	Diesel Spill	Butternut Lane	An AST was punctured, leaking 200 gallons of diesel. Required excavation and polywrapping of soil.
5/22/1997	Unspecified Spill	Route 5	An excavator hose failure at the Farrell Gravel Pit led to a 25 gallon spill of an unspecified substance.
1/29/1997	Unspecified Spill	Route 12	200 gallons of an unspecified substance spilled during a transfer at the Agway Facility. Presumably gas/diesel.
1/7/1997	Diesel Spill	Route 5	A saddle tank at the Agway Bulk Facility leaked overnight, causing a 100 gallon diesel spill. Soil had to be excavated and shipped off-site
9/6/1995	Unspecified Spill	Hawk Pine	An AST leak in a private residence's basement led to a 40 gallon spill.
4/22/1992	Waste Oil Spill	L H Cook Inc.	440 gallons of waste oil was illegal dumped at L H Cook Inc.
10/13/1990	Kerosene Spill	Beaver Meadow Road	A kerosene tank tipped over after being delivered, leading to a 100 gallon spill.
4/13/1989	Unspecified Spill	Elm Street	A tank was accidentally overfilled, leading to a 200 gallon spill of an unspecified substance.
6/13/1983	Road Oil Spill	Cossingham Property	Town Selectmen approved road oiling, but the process ultimately led to a 300 gallon accidental spill of oil.
8/25/1980	Asbestos Spill	I-91	A truck accident led to a 1 cubic yard asbestos spill on the highway, which was cleaned by the Highway Dept.
1/20/1976	Unspecified Spill	Johnson & Dix	A valve on a tank froze in the open position during winter, causing a 50 gallon spill of the substance it contained.

Norwich has a public community water system, operated by the Norwich Fire District #1, which provides potable water to approximately 310 homes and 20 commercial businesses throughout the Town.

Residents and businesses not hooked-up to the community water system may be reliant on private water wells. The system that is in place is a closed well system that is permitted to operate is for 252,000 gallons per day at rate of 350 gallons a minute for 12 hours a day. Historically, while there have

been threats to the Town’s water supplies, there have not yet been any actual contamination incidents that have severely impacted the municipal water supply. Any threats that do exist are typically man-made in nature. Due to the water system being a high-pressure system, the overriding belief is that there is less likelihood of malicious tampering with the water system.

Norwich Fire District #1’s Source Protection Plan identifies potential sources of contamination for the Town’s water supply, denotes actions that have been taken to minimize the risk of groundwater contamination, and creates a Source Protection Area. This Area operates similar to a zoning district overlay, and prohibits certain activities that may contaminate the wellhead area, such as using herbicides. Property owners located in the Norwich Fire District #1 vicinity are informed of that fact, and offered assistance in the ways they can help minimize contamination into the groundwater supply. The list of hazardous materials spills, particularly on or near Route 5 and Interstate 91, demonstrates the threat of contamination facing the Town’s municipal supplies. These transportation corridors, along with railways, are amongst the main threats noted within the Source Protection Plan, along with residential septic tanks and the Connecticut River (given the latter provides 80 to 90% of the recharge for the Town’s water system).

Private well contamination also threatens those residents and business owners who are not located in the area served by the public water supply system, and maintain their own well for drinking water. As private wells are not required to develop a Source Protection Plan or Source Protection Area, the activities nearby a property owner’s well are not necessarily regulated. While an individual property owner may only be affected by his or her wellbeing contaminated by a small contamination source, a hazardous material spill may impact multiple wells. The list of hazardous material spills in the Town of Norwich demonstrates the ease with which private wells could be contaminated, even with a few gallons of hazardous material.

It is important to note that groundwater supplies can also become contaminated by bacteria from a number of sources. These sources may include: a poorly designed leach field, a ruptured septic tank, or over-application or improper storage of manure or fertilizer.

HAZMAT team is requested through Vermont Emergency Management. The vehicles are located in Essex, Putney and Pittsford. The HAZMAT crew chief is available within minutes of a call for the team, but on-scene response could be a matter of hours. In the event of a serious incident in Town, the Norwich Fire Department, with assistance from the mutual aid system and other agencies, would respond.

Hazard	Location	Vulnerability	Extent	Impact	Likelihood/ Probability
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Hazardous Material Spill	Route 5 and Interstate 91 running along the Connecticut River and the Ompompanoosuc River.	Road and rail infrastructure, nearby structures (ex. Town Office or fire department if fuel tank struck), Connecticut River, and Ompompanoosuc River.	Initially, local impacts only; but depending on material spilled, extent of damage may spread (ex. into groundwater)	Within 1,000 feet of Route 5, Interstate 91 and other Class 2 roads, 636 residential (600 single family dwellings, 45 multi-family dwellings, 17 mobile homes, and one other residential property) and 63 commercial, industrial or public buildings. In the event that 5% of these structures were involved in a HAZMAT incident, the estimated damage would be approximately \$16,000,000.	Likely
Water Supply Contamination	Private homes and businesses located throughout the Town of Norwich.	Approximately 310 homes and 20 commercial businesses connected to the Norwich Fire District #1 system.	Depends on the amount of and location of the source of contamination — may impact one individual's well or the public water supply.	For individual homeowners who experience a heating oil spill, and the groundwater becomes contaminated: \$90,000 (according to the Massachusetts Dept. Environmental Protection). For the public water supply, it would depend on the type and extent of contamination. (To clean a very small water system of MTBE (a gasoline additive) over a 10 year period are estimated at \$500,000-\$1,000,000.) A new supply may also be sought (\$3/1000 gallons in small system and community wants a 65,000 gallon capacity) = \$195,000. The costs of medical treatment are not factored in here, but could be substantial.	Occasionally

5. Structure Fire

Vermont has one of the highest per capita death rates from fire in the nation. This is, in fact, the deadliest form of disaster throughout the state. In 2018, there were 1,006 structure fires in Vermont.

Structure fires may occur at any point and are typically initiated within a single fuel object. Smoke produced by the burning object forms a smoke plume and rises, creating a layer of smoke while also transporting heat to the smoke layer. Fire then spreads quickly by radiation from the flames, or from the smoke layer. Once other objects are engulfed, more smoke plumes are formed, and heat radiates to other objects. Fire burns and moves across different materials depending on the material’s composition, orientation, surface-to-mass ratio, and air supply in the structure/room.

The majority of the Town of Norwich’s growth is centered in the village area that extends out from Route 5 along the Connecticut River Valley, skirting along Interstate 91. The Town is typified by a number of old wooden and brick town buildings, residences, and a number of commercial spaces, including the popular Norwich Inn. A review of the fires listed in the “History of Occurrences” chart below demonstrates the potential for structures located in the rural Town of Norwich to be completely or severely destroyed by fire.

Town reports show the number of structure fire responses by the Norwich Fire Department over the past five years as follows:

Fiscal Year	Structure Fire Runs
2019	7
2018	10
2017	15
2016	7
2015	11

The following occurrences were reported by the Committee or obtained from local sources. It is reasonable to assume that more structural fires have occurred in the period of time between the entries listed below, and that such fires have caused varying extents of property damage.

History of Occurrences:

Date	Event	Location	Extent
12/12/2019	Structure Fire	Star Lake Ln	Estimated damage/losses: \$10,000
4/28/2019	Structure Fire	Tucker Hill Rd	Barn fire, damage amount unknown
3/2/2019	Structure Fire	Campbell Flat Rd	Estimated damage/losses: \$10,000
11/27/2017	Structure Fire	Sugarhouse Lane	Estimated damage/losses: \$130,000
3/5/2014	House Fire	New Boston Road	Estimated damage/losses: \$240,000. Home completely destroyed.
8/7/2013	Fire at Norwich Water Pump Station	Route 5 North	The investigation showed the cause of this fire to be undetermined. The building damage and contents estimated of \$500,000. There were no reported injuries as a result of this fire.
5/24/2013	Building Fire	Hemlock Road	Estimated damage/losses: \$10,500
9/13/2012	Building Fire	Falcon Lane	Estimated damage/losses: \$120,000
5/29/2012	Building Fire	Route 132	Estimated damage/losses: \$45,000
2/28/2011	Building Fire	Hickory Ridge	Estimated damage/losses: \$11,000
12/20/2010	Building Fire	Turnpike Road	Estimated damage/losses: \$30,000
8/10/2010	Building Fire	Elm Street	Estimated damage/losses: \$25,000
3/6/2010	Building Fire	Blood Hill Road	Estimated damage/losses: \$40,000
6/16/2009	Building Fire	Carpenter Street	Estimated damage/losses: \$500

Comment [KG16]: Chief Northern, the info you sent me lists the damage for this event at \$387,000 while the 2015 plan listed it at \$500,000 – which estimate to use?

As noted, recognized fire protection problems for the community include the following: development in areas distant from the village center of the Town, development on class 3 and 4 roads, distance from water sources (rivers, hydrants and/or fire ponds), inaccessibility to fires that may spread from more

forested areas, and inadequate snow removal (for building access). Scouting for additional rural locations for new hydrants in Norwich is an on-going process, and the Town installed one new dry hydrant in 2019. There are additional areas that could potentially be utilized to this end, and a comprehensive survey may prove an effective means of determining if and where more sites are needed.

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
Structure Fire	Town-wide	All housing, municipal buildings, retail/commercial sites.	Depends on the location and extent of the fire.	Varies depending on the location and extent of the fire.	Highly Likely

6. Pandemic/Infectious Disease Outbreak

A pandemic is a global outbreak of disease that occurs when a new virus emerges in the human population, spreading easily in a sustained manner, and causing serious illness. An epidemic describes a smaller-scale infectious outbreak, within a region or population, that emerges at a disproportional rate.

Recent events related to COVID-19 (the illness caused by a novel coronavirus) have brought greater attention to pandemics and their impact on the community. The scale and complexity of COVID-19 has not been seen in this country since the 1918 Spanish Flu. With a major pandemic, the hazard to Norwich is its effect on individuals, vulnerable populations, the medical system, and the economy. The currently evolving situation makes it impossible at this time fully understand and capture in this HMP the short and long-term impacts on the Town.

On March 25, 2020, Governor Scott enacted a 'Stay Home, Stay Safe' order that essentially closed all but essential businesses, required companies to work from home if they can, and to reduce trips outside the home to limit human-to-human contact. On April 10, 2020, this order was extended to last until May 15, 2020, and as of the writing of this plan restrictions on travel and businesses are being lessened.

COVID-19 has made it clear that in major pandemics that affect most of the population, the current medical system is largely inadequate to handle a surge of caseloads and hospitalizations. Vulnerable populations, such as nursing homes and prisons, have been particularly hard hit due to close living quarters.

Risk and Vulnerability Assessment. Since this situation is currently ongoing, there are no specific lists or dollar amounts that explain the impact COVID-19 is having on the town, or on the region/state.

Populations that are currently high risk for pandemics include:

- nursing homes
- elderly housing
- school populations
- individuals 60 and over, and
- individuals with pre-existing health conditions

VI. Mitigation

A. Mitigation Goals

- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the natural hazard of flash flooding, flooding and fluvial erosion.
- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the hazard of cyber attacks and security breaches.
- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the natural hazard of severe weather.
- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the hazard of hazardous material spills and water supply contamination.
- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the hazard of pandemics and infectious disease outbreaks.

B. Excerpted Town Plan Goals & Objectives Supporting Local Hazard Mitigation

- Identify, protect, and preserve important natural and historic features of the Norwich landscape, including: significant natural and fragile areas, outstanding water resources (including rivers, aquifers, shorelands and wetlands), significant roads, waterways and views, important historic structures, sites or districts (including archaeological sites) (pg. 4)
- Increase the resilience of Norwich by avoiding, minimizing and mitigating conflict between land development and natural riparian functions along streams and rivers (pg. 5).
- Mitigate potential flood and erosion hazards, and increase the community's resilience to flooding and other disasters through hazard mitigation planning (pg. 53).
- Prevent increased flood and erosion hazards resulting from inappropriate land use and development practices (pg. 53).
- Protect and restore floodplains and upland forest areas that attenuate and moderate flooding and fluvial erosion (pg. 53).
- Increase the use of flood insurance for structures within the Special Flood Hazard Area (SFHA) (pg. 53).
- Guide development of new structures and impervious areas away from surface waters and encourage landowners to maintain or establish riparian buffers (pg. 53).
- Site public and private critical facilities outside of floodplains where feasible (pg. 53).
- Ensure that any development within the Special Flood Hazard Area (SFHA) fully conforms to the National Flood Insurance Program (NFIP) (pg. 53).
- Provide support to Norwich property owners through membership in the Community Rating System (CRS) of the National Flood Insurance Program (pg. 53).
- Ensure that stormwater runoff from developed land is managed at the source so it will not place an undue burden on public infrastructure, increase flood hazards or reduce water quality (pg. 53).
- Support efforts to reduce the severity of future floods, such as allowing rivers to access their floodplains, providing compensatory flood storage, and replacing/removing infrastructure constricting water flow (pg. 53).
- Update and re-adopt the Norwich All Hazards Mitigation (HMP) and the Emergency Operations Plan (EOP), and ensure consistency with the goals, objectives, and policies of this plan (pg. 54).
- Implement the hazard mitigation programs, projects and activities identified in the Norwich 2015 All Hazard Mitigation Plan and subsequently adopted plans (pg. 54).

The Norwich Town Plan was updated and adopted on 3/7/2020, and has an 8-year lifespan.

C. Hazard Mitigation Strategies: Programs, Projects, and Activities

Vermont’s Division of Emergency Management & Homeland Security encourages a collaborative approach to achieving mitigation at the local level through partnerships with Vermont Agency of Natural Resources, VTrans, Vermont Agency of Commerce and Community Development, Regional Planning Commissions, FEMA Region 1 and others. That said, these agencies and organizations can work together to provide assistance and resources to towns interested in pursuing hazard mitigation projects.

With each mitigation strategy, general details about the following are provided: local leadership, possible resources, implementation tools, and prioritization. The prioritization category is based upon the economic impact of the action, Norwich’s need to address the issue, the cost of implementing the strategy, and the availability of potential funding. The cost of the strategy was evaluated in relation to its benefit as outlined in the STAPLEE guidelines (includes economic, political, environmental, technical, social, administrative, and legal criteria). A range of mitigation strategies was vetted by the committee, and those that were determined to be feasible are included in the table below.

Strategies given a “High” prioritization indicate they are either critical or potential funding is readily available, and should have a timeframe of implementation of less than two years. A “Medium” prioritization indicates that a strategy is less critical or the potential funding is not readily available, and has a timeframe for implementation of more than two years but less than four. A “Low” prioritization indicates that the timeframe for implementation of the action, given the action’s cost, availability of funding, and the community’s need to address the issue, is more than four years.

The Town of Norwich understands that, in order to apply for FEMA funding for mitigation projects, a project must meet more formal FEMA benefit cost criteria, and a project seeking FEMA funds would undergo a full benefit-cost assessment in the FEMA-approved format. The Town must have a FEMA-approved Hazard Mitigation Plan as well.

The following strategies will be incorporated into the Town of Norwich’s long-term land use and development planning documents. In addition, the Town will review and incorporate elements of this Local Hazard Mitigation Plan into updates for the municipal plan, zoning regulations, and flood hazard/ fluvial erosion hazards (FEH) bylaws. The incorporation of the goals and strategies listed in the Local Hazard Mitigation Plan into the municipal plan, zoning regulations and flood hazard/FEH bylaws will also be considered after declared or local disasters. The Town shall also consider reviewing any future TRORC planning documents for ideas on future mitigation projects and hazard areas.

Hazard Mitigated	Mitigation or Preparedness Actions	Local Leadership	Prioritization	Possible Resources	Time Frame
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All Hazards	Ensure that Norwich's Local Emergency Operations Plan (LEOP) is kept up-to-date and identifies vulnerable areas and references this Plan.	Emergency Management Director	High	Local resources; TRORC; Vermont Division of Emergency Management and Homeland Security	Within 1 year
	Consistently document infrastructure damage after weather events	Public Works Director/DPW	High	Local resources; Vermont Division of Emergency Management and Homeland Security and FEMA (after a disaster)	As needed
Structural Fire	Ensure that fire department personnel maintain their firefighter certifications	Norwich Fire Department	Medium	Local resources; Vermont Fire Academy	As needed
	Promote installation of sprinklers in new buildings.	Norwich Fire Department	High	Local resources; US Fire Administration; Vermont Division of Fire Safety	Yearly
	Inspect public buildings for potential fire hazards and conduct a voluntary home inspection program.	Norwich Fire Department	Medium	Local resources; US Fire Administration; Vermont Division of Fire Safety	Yearly/As needed
	Conduct a public education program on fire prevention and disseminate information at the school and on the Town's listserv.	Norwich Fire Department	Medium	Local resources; Vermont Division of Fire Safety	Yearly/As needed

	Assess and map the community's overall vulnerability to wildfires.	Fire Warden, Norwich Fire Department	Low-Medium	ANR, TRORC, Fire Warden	Within 2 years
Water Supply Contamination/ Hazardous Material Spill	Continue to maintain and update the Town's Source Protection Plan.	Water Operations Manager for the Norwich Fire District and Municipal Water Department; Planning Director	Medium-High	Local resources; Dept. of Environmental Conservation's Drinking Water and Groundwater Protection Division	At least every 3 years
	Ensure that all emergency response and management personnel continue to receive HAZMAT Operations training at a minimum.	Norwich Fire Department	High	Local Resources; State HAZMAT Team	As needed
	Continuously stock gear to help contain small spills when they occur (booms, absorbent materials, etc.).	Norwich Fire Department	Medium	Local Resources	As needed
Flooding	Review Special Flood Hazard Areas as part of updating Zoning Regulations	Planning Commission	High	Local Resources; TRORC	Within 3 years
	Participate in the Community Rating System (rewards, lower rates for exceeding minimum NFIP requirements).	Planning Director	High	DEC, TRORC, Local Resources	Within 2 years
	Update Road and Bridge Standards	Town Manager, DPW Director, Planning Director	Low	Vtrans	Annual Review
	Maintain and update town bridge and culvert inventories	DPW	High	VTrans	Annual Review

	<u>Based on the 2018 culvert inventory, develop a priority schedule to replace undersized culverts in the capital budget & program</u>	DPW Director, Town Manager, Selectboard	High	VTrans	Annual Review
Cyber security	Budget for and implement Network Assessment Plan including possible phasing	Town Manager, Selectboard, Finance Committee	High	VLCT, Local vendors, IT contractor	Annual Review
	Develop a strategic plan for all facets of cyber security, including technology and human-based protections	Town Manager, Selectboard, Finance Committee	High	VLCT, Local vendors, IT contractor, NIST	Within 1 year
	Implement the new cyber security strategic plan	Town Manager, Selectboard, Finance Committee	High	VLCT, Local vendors, IT contractor, NIST	Annually
Severe Weather	Protect public buildings, town roads and power lines from wind damage through regular tree pruning, maintenance and upkeep.	Tree Warden, DPW, GMP, Police Department, Fire Department	High	DPW, Police Department, Fire Department, GMP	As needed
	Increase public awareness of severe wind by providing information on property maintenance and building retrofits. Preventative and storm-based	Town Manager's office and related departments, Tree Warden, GMP	Medium	Local resources, social media, email lists, town website	As needed

	Continue to plan for, budget and maintain town roads for safe winter travel.	DPW, Selectboard, Town Manager, Police Department, Finance Committee	High	During winter: DPW and Police Department; Ongoing basic road maintenance: Town Manager, Selectboard, DPW	Annually
	Create a strategy to identify town residents who are vulnerable to severe winter hazards, including freezing temperatures and power outages and plan for and organize outreach and assistance, while protecting confidentiality.	First Responders, VT CARES	High	Local resources, TRORC, VEM, self-identification by citizens	Within 2 years
	As applicable, consider establishing local procedure for tree pruning within town rights-of-way.	Town Manager, DPW Director, Tree Warden	Medium	Town Manager, DPW Director, TRORC, ANR	Within 1 year
Pandemic	Develop a strategic plan for pandemic response with the Town Health Officer addressing preparedness, response, recovery, and mitigation.	Town Manager, Town Health Officer, Emergency responders, Selectboard, TRORC, Vermont Department of Health, Fire District	High	VEM, Vermont Department of Health, CDC, VOSHA, Town Health Officer and other local resources	Within 2 years
	Stockpile personal protection equipment	Police and Fire Departments, Planning Director	Medium-High	Police and Fire Departments, Planning Director, FEMA, VEM	Ongoing

	Develop and maintain neighborhood networks to support neighbors and exchange information	Local citizens and churches	Medium	Local citizens and churches	As needed
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Appendices

Appendix A: Hazard Ranking Methodology

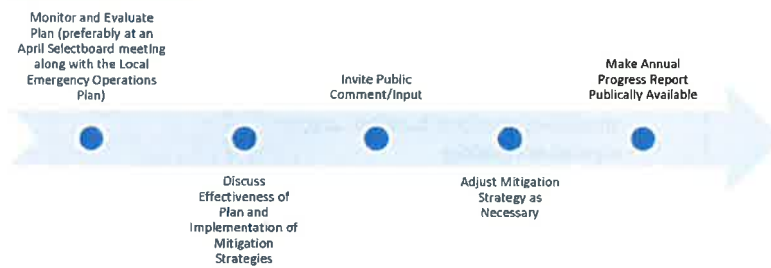
<u>Frequency of Occurrence</u> Probability	<u>Warning Time</u> Amount of time generally given to alert people to hazard	<u>Potential Impact</u> Severity and extent of damage and disruption
<p>1 = <i>Unlikely</i> <1% probability of occurrence in the next 100 years</p> <p>2 = <i>Occasionally</i> 1–10% probability of occurrence per year, or at least one chance in next 100 years</p> <p>3 = <i>Likely</i> >10% but <100% probability per year, at least 1 chance in next 10 years</p> <p>4 = <i>Highly Likely</i> 100% probable in a year</p>	<p>1 = More than 12 hours</p> <p>2 = 6–12 hours</p> <p>3 = 3–6 hours</p> <p>4 = None–Minimal</p>	<p>1 = <i>Negligible</i> Isolated occurrences of minor property damage, minor disruption of critical facilities and infrastructure, and potential for minor injuries</p> <p>2 = <i>Minor</i> Isolated occurrences of moderate to severe property damage, brief disruption of critical facilities and infrastructure, and potential for injuries</p> <p>3 = <i>Moderate</i> Severe property damage on a neighborhood scale, temporary shutdown of critical facilities, and/or injuries or fatalities</p> <p>4 = <i>Major</i> Severe property damage on a metropolitan or regional scale, shutdown of critical facilities, and/or multiple injuries or fatalities</p>

Appendix B: Five-Year Review and Maintenance Plan

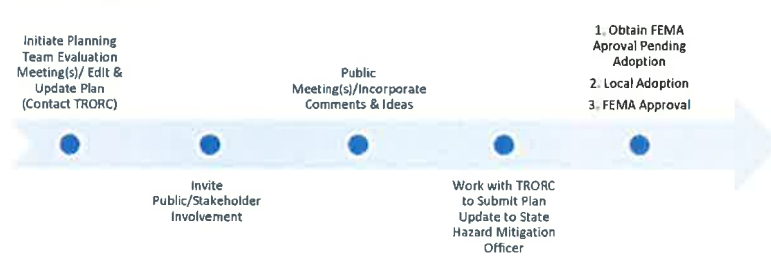
Five-Year Local Hazard Mitigation Plan Review/Maintenance



After Plan Adoption—Annually Implement & Evaluate



Fifth Year, and After a Major or Federally Declared Disaster Directly Impacting the Town Evaluate & Revise



Attachments

Attachment A: Map of the Town of Norwich

[insert map]

Miranda Bergmeier

Subject: FW: Dust Control liquid quotes

From: Larry Wiggins
Sent: Tuesday, August 11, 2020 7:39 AM
To: Herb Durfee; Miranda Bergmeier
Subject: Dust Control liquid quotes

Per your request I obtained the following quotes for dust control products. All costs assume a minimum 4500 gallon delivery.

All States Chemical	Calcium Chloride	\$1.15/gal
Safe Bind Services	Safe Bind	\$1.30/gal
Innovative Surface Solutions	ProGuard Cal	\$0.91/gal

Innovative Surface Solutions is the company we have used in the past.

Larry A. Wiggins
Public Works Department
Norwich, VT
802-649-2209

11

Herb Durfee

From: Larry Wiggins
Sent: Wednesday, July 15, 2020 8:13 AM
To: Herb Durfee
Cc: Becky Grammer; Frank, Jennifer; Miranda Bergmeier
Subject: RE: Innovative Agreement

1. Can't bid out dust control and deicer with the company providing the tank and spray bar equipment. Yes -can bid out dust control liquid supply. Yes -can bid out deicer liquid supply. Either way we will not be getting the product that we use/want if the other products come in 1 cent cheaper. Nearly all dust control products are unique and proprietary except calcium choride (which I would not recommend using based on environmental issues). I would request this be addressed as a Sole Source Purchase (reference Purchasing Policy). The dust control we have purchased in the past works, is not environmentally a problem and does not "smell like molasses" (previous complaints as reported to me by crew).
2. Innovative (Vendor for dust control and deicer) has the Vermont State Contract for deicer. Since the Innovative contract is for the supply of dust control and deicer, does this make any difference with regard to the Purchasing Policy?

Larry

From: Herb Durfee <HDurfee@norwich.vt.us>
Sent: Tuesday, July 14, 2020 5:40 PM
To: Larry Wiggins <LWiggins@norwich.vt.us>
Cc: Becky Grammer <BGrammer@norwich.vt.us>; Frank, Jennifer <Jennifer.Frank@vermont.gov>; Miranda Bergmeier <MBergmeier@norwich.vt.us>
Subject: RE: Innovative Agreement

Larry,

Purchasing Policy requires Selectboard approval between \$10,000 - \$25,000. Is this the only "game" in Town, since the policy also requires minimum of 3 competitive bids to be included as part of any PO? If it is, I would suggest that we run an ad in the Valley News to be safe. If there are other bidders, we should solicit at least two others. That way, I would be more confident obtaining Board approval. Thx

Herb
Herbert A. Durfee, III
Town Manager
Town of Norwich
PO Box 376
Norwich, VT 05055
802-649-1419 ext. 102
802-698-3000 (cell)
802-649-0123 (fax)

From: Larry Wiggins
Sent: Monday, July 13, 2020 9:18 AM
To: Herb Durfee; Miranda Bergmeier
Cc: Becky Grammer; Frank, Jennifer

Subject: FW: Innovative Agreement

Importance: High

This is my proposed solution to the PWD's lack of dust control application equipment. Sonny is estimating the first week of August to potentially have our 1981 tank truck operational – if all goes as planned. In the interim and also as a backup, I propose to enter this agreement for a 3 year contract to purchase dust control and deicing liquid from Innovative (our current provider). They will provide the spray tank and spray bar which will be installed in the back of our dump truck. We need to purchase the specified amount of liquid (the quantity was based on our historical use) to maintain the contract. I have been assured the price will not increase dramatically. We can terminate unilaterally if needed.

Please let me know if this is acceptable so that I can present a PO for the first order (per contract).

Larry

From: Richard Govoni <rgovoni@innovativecompany.com>

Sent: Friday, July 10, 2020 2:50 PM

To: Larry Wiggins <LWiggins@norwich.vt.us>

Subject: Innovative Agreement

Hi Larry,

Attached you will find the agreement we discussed. In the essence of time as we discussed I was not able to modify. In line 6 it does have language that allows the town to opt out at any time.

Let me know if the town has any real strong hang ups that may come up. I am more than willing to discuss with them via conference call or meeting.

Have a great weekend!

Rick Govoni

TERRITORY MANAGER NH - VT

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