

Town of Norwich

Agenda for Selectboard Meeting July 22, 2020, 6:30 pm

Remote Meeting

ZOOM access information: <https://us02web.zoom.us/j/89194527365>

Meeting ID: 891 9452 7365

US Toll-free: 877 853 5257

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	6:35-6:40 (10 minutes)
3- Regional Concerns meeting with VTrans rep r/t I91 bridge over Route 10A	Required informational meeting with VTrans to allow for any regional concerns related to I91 bridge over Route 10A	VTrans information	6:40-7:00 (20 minutes)
4- Consent Agenda	Accept correspondence, 7/8/2020 minutes, A/P warrants - motion required	Correspondence received (list attached at the end of agenda), minutes, A/P warrants	7:00-7:10 (10 minutes)
5-Appointments to outstanding open positions to Town Committees, Commissions	<ol style="list-style-type: none">1. Finance2. TRORC rep3. Development Review Board alternate	Applicant letters	7:20-7:40 (20 minutes)
6-Special Town Meeting informational meeting	Update on meeting format and discussion on possible ZOOM support. Review board presentation		7:40-8:00 (15 minutes)
7-Regional Energy Coordinator update	Discussion on any possible response from other town and TRORC concerning Norwich issues with employment contract and next steps	Email correspondence	8:00-8:15 (15 minutes)
BREAK			8:15-8:25 (10 minutes)
8-Policy updates	Review draft revisions with second reading and possible motion to adopt: <ol style="list-style-type: none">1. Tax collection policy2. Policy on Posting of Police Standards	Draft revisions	8:25-8:45 (20 minutes)

Agenda Item	Action	Packet Materials	Expected start & end time
9-June 2020 Revenue/Expense (R/E) report	Discussion	June 2020 R/E report	8:45-9:00 (15 minutes)
10-Town Manager Report	Discussion	Supporting documents	9:00-9:05 (5 minutes)
11-Public Works funding requests	Discussion and possible motion on two items: 1. Paving Contract based on bid 2. Dust Control contract-sole source contract	Supporting documents	9:05-9:20 (15 minutes)
12- Executive session to discuss interim Town Manager evaluation and discussion on real time evaluation tool	Selectboard will meet in executive session for quarterly TM evaluation		9:20-10 (40 minutes)
13- Adjourn	Motion required		Way too late

List of correspondence received before 3 PM on Thursday, July 16, 2020: Conservation Commission re: quarterly report; Chris Katucki re: (2 items) SB packet amendment policy & funds for DPW truck repairs; John Langhus re: accusations of conflict of interest; Doug Wilberding re: Solaflect net metering agreement & conflict of interest; Linda Gray re: Solaflect net metering agreement; O'Meara Solar re: proposed solar project on Tucker Hill Road; Kimberly Hayden re: petition for Norwich Turnpike Solar LLC.

Possible August Items ; Regional Energy Coordinator-rep report; Town Plan work; policy revisions-conservation fund policy, Animal ordinance; fee schedule update; discussion of part time DPW assistant to director; Cynthia Stoddard presentation NEMRC; union contract; Trails Committee memo and website discussion

Parking Lot: cyber security policy; 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



Norwich IM 091-2(89)
Regional Concerns Meeting
Interstate 91 – Bridges #48 N&S over VT Route 10A

July 22, 2020

Introductions

JB McCarthy, P.E.

VTrans Consultant Project Manager

Laura Stone, P.E.

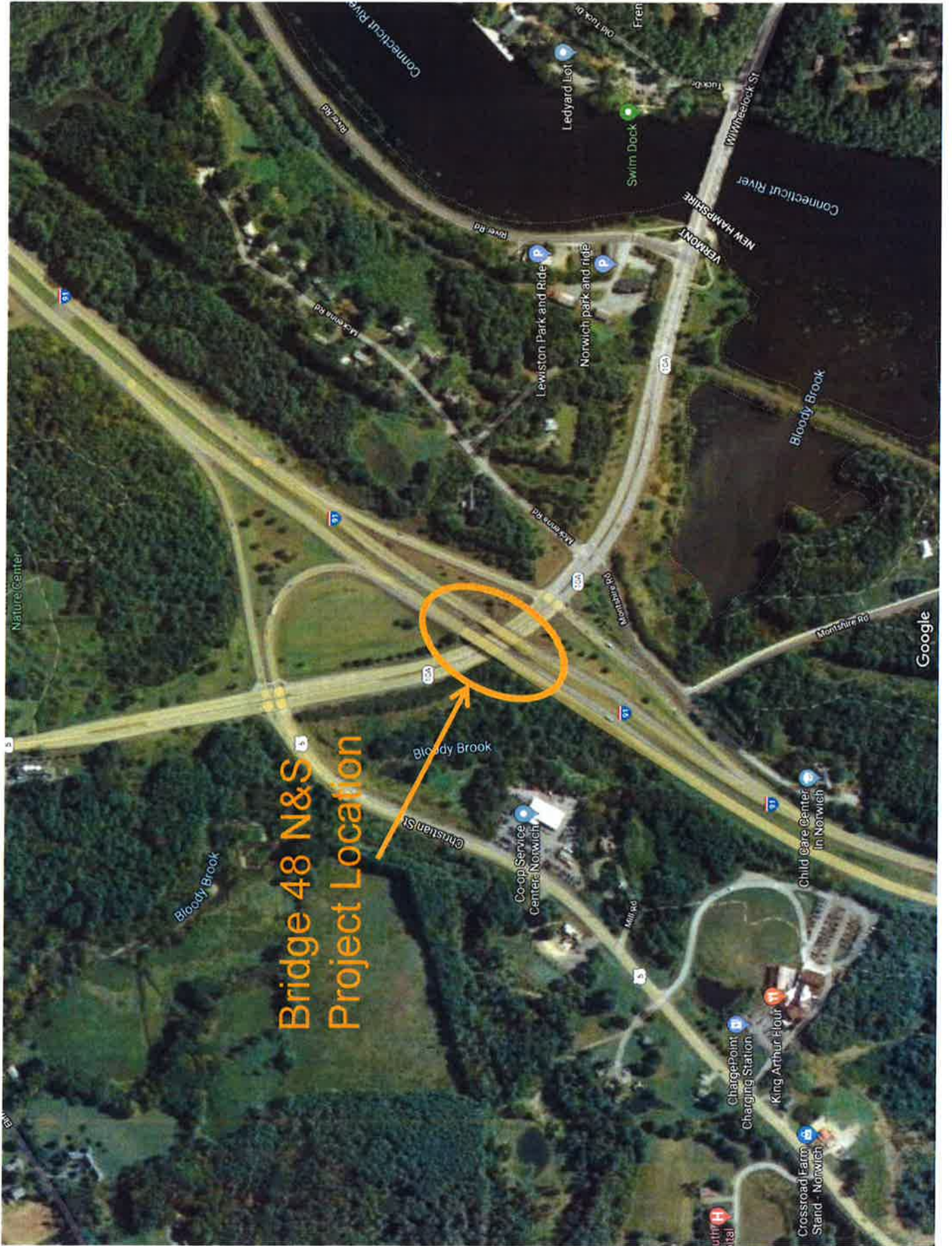
VTrans Scoping Engineer

Meeting Overview

- VTrans Project Development Process
- Project Overview
 - Existing Conditions
 - Alternatives Considered
 - Selected Alternative
- Maintenance of Traffic
- Schedule
- Summary
- Questions



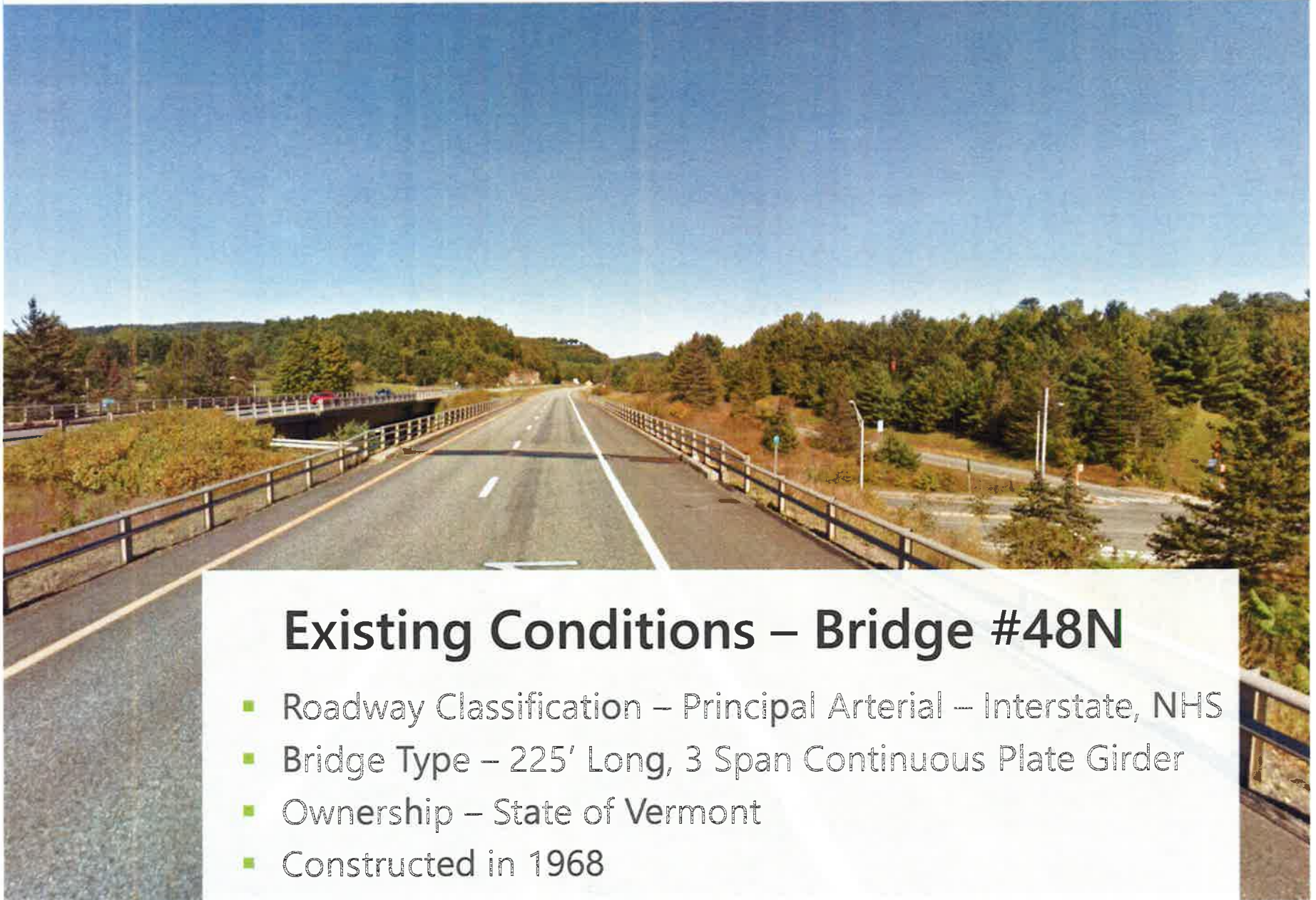
Location Map



Bridge 48 N&S
Project Location

Google

Looking North over Bridge 48N



Existing Conditions – Bridge #48N

- Roadway Classification – Principal Arterial – Interstate, NHS
- Bridge Type – 225' Long, 3 Span Continuous Plate Girder
- Ownership – State of Vermont
- Constructed in 1968

Looking South over Bridge 48S



Existing Conditions – Bridge #48S

- Highway On-ramp Located at Bridge Approach

Condition Ratings



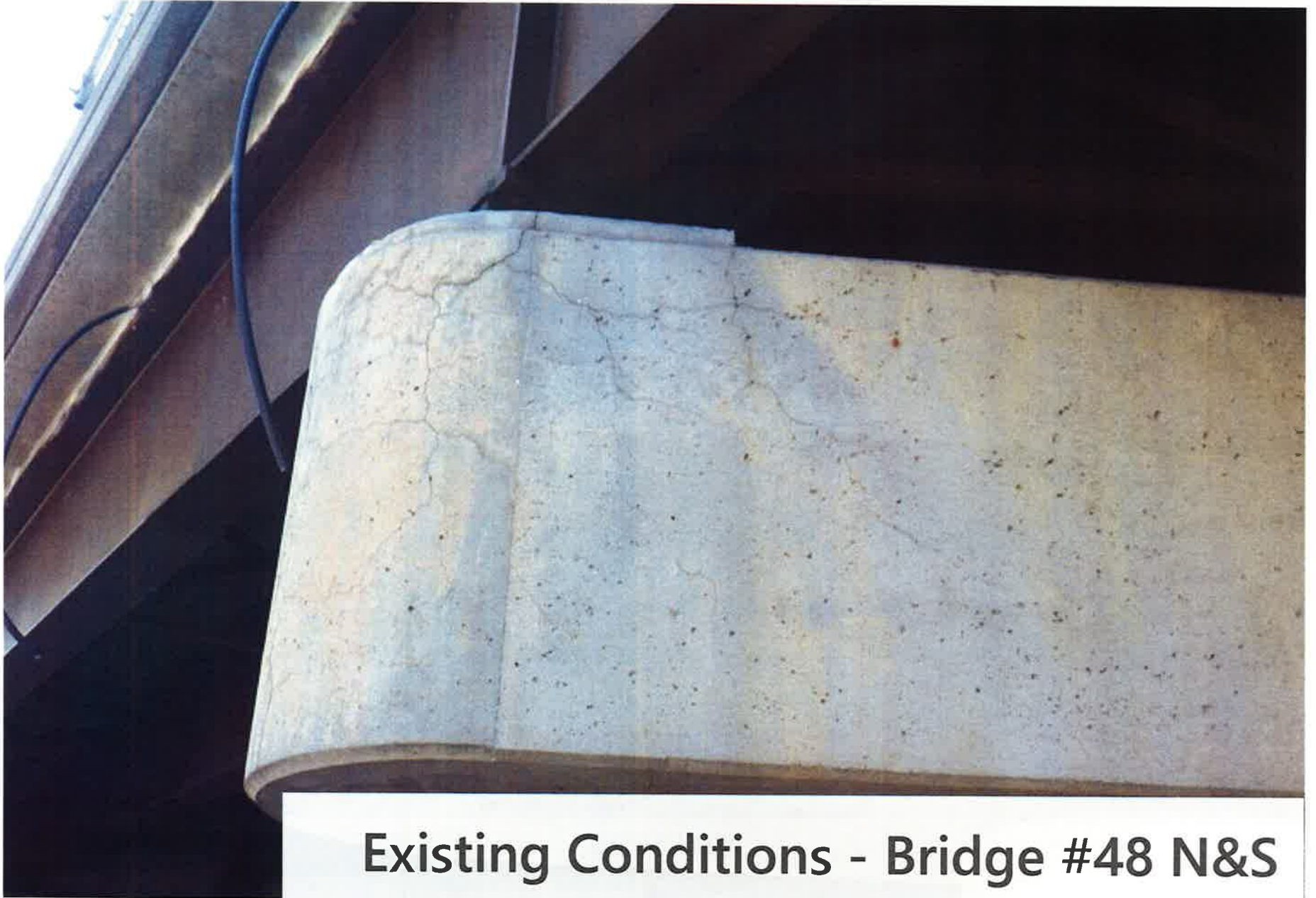
- Bridges 48 N&S are both structurally deficient due to the condition of the substructures
 - Spalling with deep voids in the backwalls
 - Spalls have undermined the bearings and have caused minor settlement

Existing Conditions - Bridges #48 N&S

	Bridge 48N	Bridge 48S
Deck Rating	7 (Good)	6 (Satisfactory)
Superstructure Rating	7 (Good)	6 (Satisfactory)
Substructure Rating	4 (Poor)	4 (Poor)



Fine Map Cracking in Pier Caps Ends



Existing Conditions - Bridge #48 N&S

Abutment



Existing Conditions - Bridge #48 N&S

Wingwall Cracking and Curb Deterioration



Existing Conditions - Bridge #48 N&S

Abutment Deterioration at Bearing Locations



Existing Conditions - Bridge #48 N&S

Curb Deterioration at Joint Locations



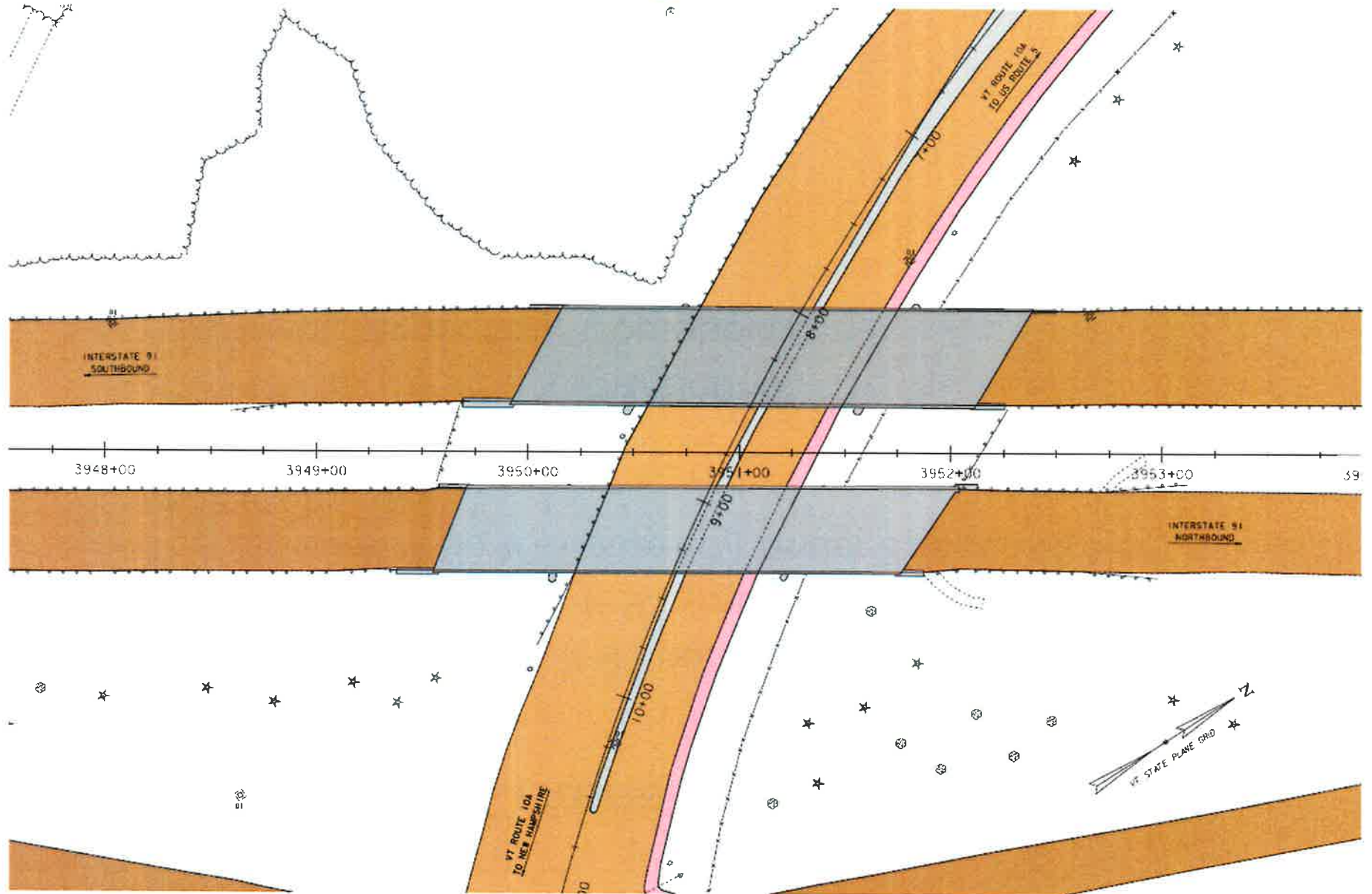
Existing Conditions - Bridge #48 N&S

Curb Deterioration



Existing Conditions - Bridge #48 N&S

Existing Conditions



Design Criteria and Considerations

- Average Daily Traffic
 - 6,600 vehicles per day (I-91 northbound)
 - 10,900 vehicles per day (I-91 southbound)
 - The 2016 AADT on VT Route 10A under Bridges 48 N&S is 12,600 vehicles per day
- Design Hourly Volume
 - 810 vehicles per hour (northbound)
 - 1,300 vehicles per hour (southbound)
- % Trucks:
 - 17.1% (northbound)
 - 15.8% (southbound)

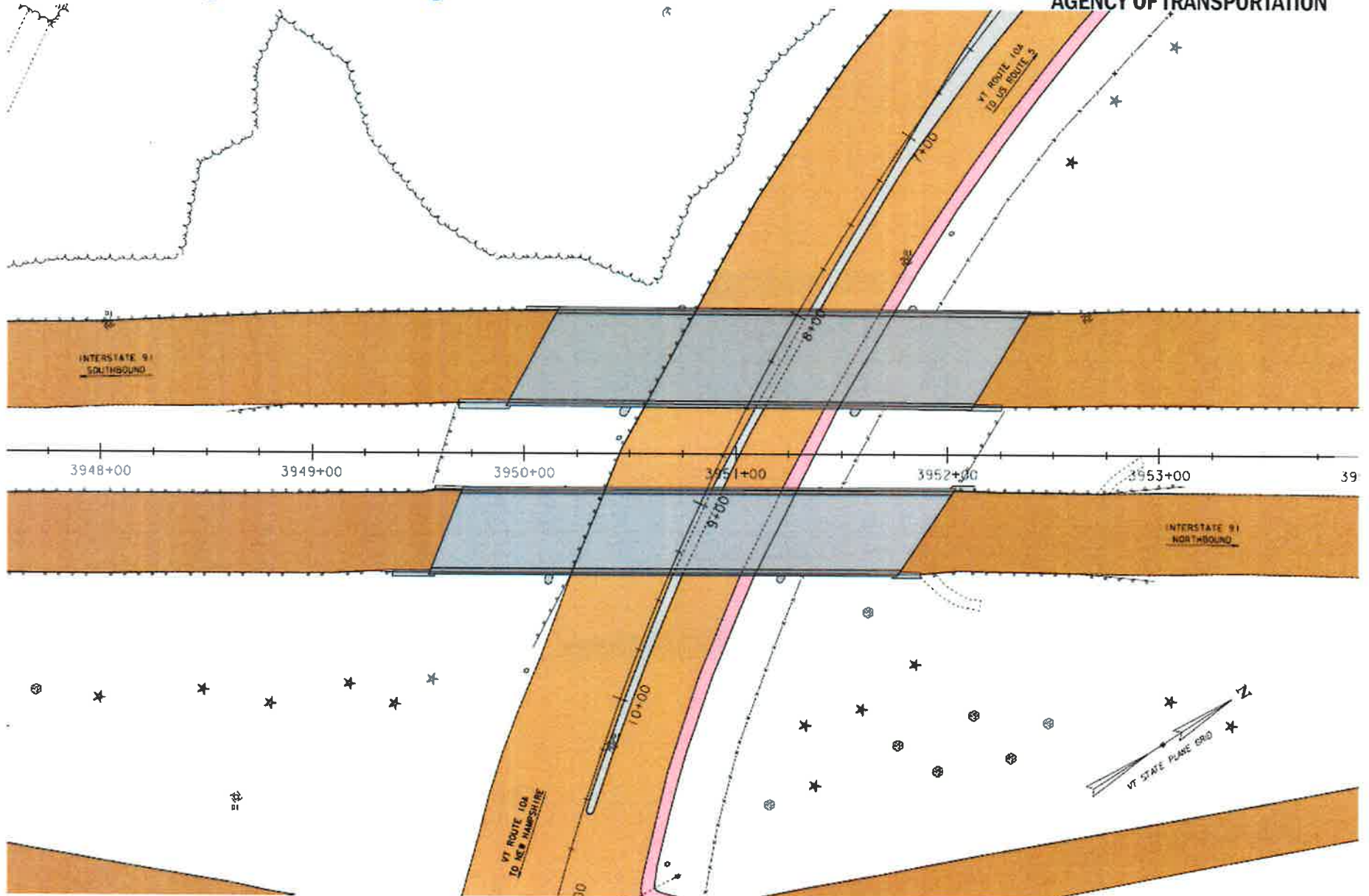
Alternatives Considered – Bridge #48 N&S

- No Action
 - Additional maintenance required within 10 years
- Rehabilitation
 - New abutment stems and bridge seats poured on existing footings (supported on piles), new backwalls to be poured as well
 - Replacement of all finger joints
 - New curbs poured behind the existing granite facing
 - 30-year design life
- Deck Replacement
 - New abutment stems and bridge seats poured on existing footings (supported on piles)
 - Would address the maintenance issues (curb spalling, poor joints)
 - 40-year design life
- Superstructure Replacement
 - New abutment stems and bridge seats poured on existing footings (supported on piles)
 - Would address the maintenance issues (curb spalling, poor joints)
 - Easier to replace the abutments with the superstructure removed
 - 40-year design life
- Full Bridge Replacement On Alignment
 - Maintain existing alignment
 - 100-year design life

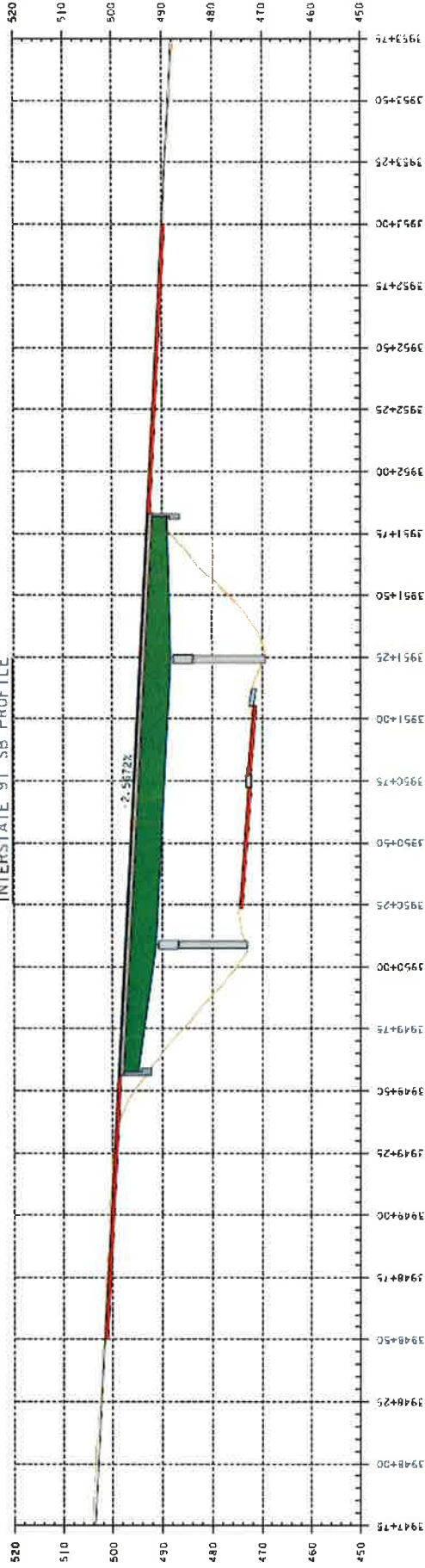
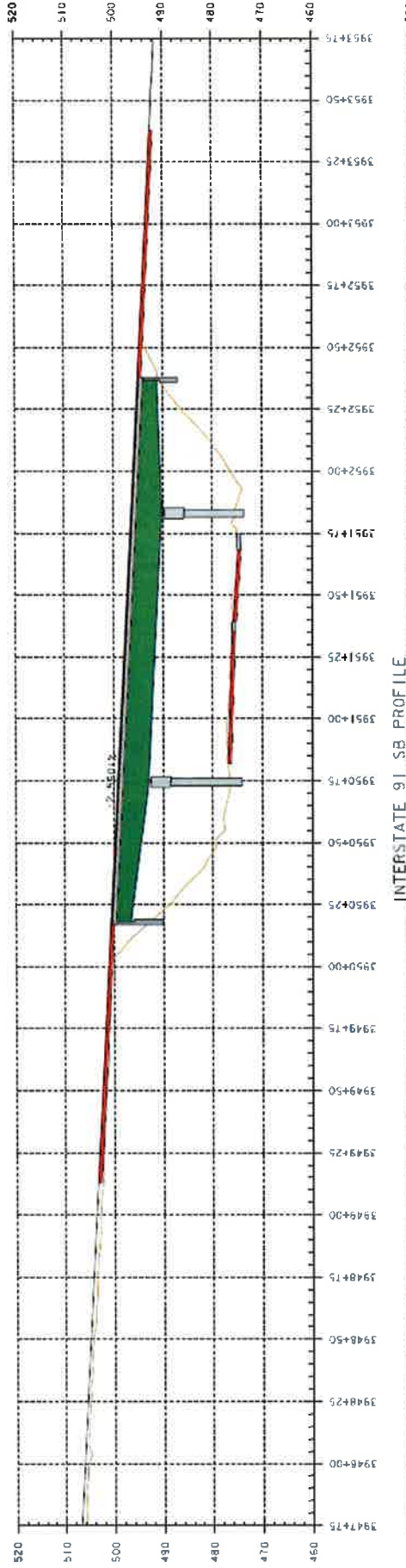
Selected Alternative - Bridge #48 N&S

- Rehabilitation
 - New abutment stems or major rehabilitation of existing stems and bridge seats
 - New backwalls
 - Replacement of all finger joints
 - New fascias, curbs, and railing
 - Membrane and pave
 - 30-year design life
 - No Right of Way Needed
 - No Utility Relocation

Proposed Layout



Proposed Profile



INTERSTATE 91 NB PROFILE

Maintenance of Traffic Options Considered

- Offsite Detour with Accelerated Bridge Construction Techniques
- Phased Construction
- Temporary Bridge
- Crossovers

Selected Method of Traffic Maintenance



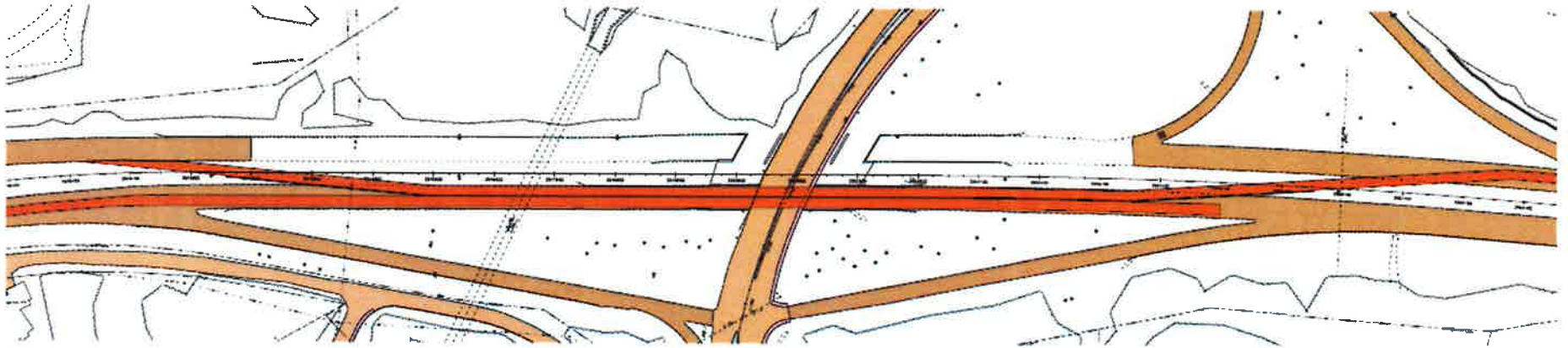
Crossovers

- One lane traffic maintained for each barrel
- On ramp for I-91 south would need to be closed during construction. Traffic utilizing exit 13 to enter I-91 SB would need to detour onto US Route 5 to the exit 12 on ramp

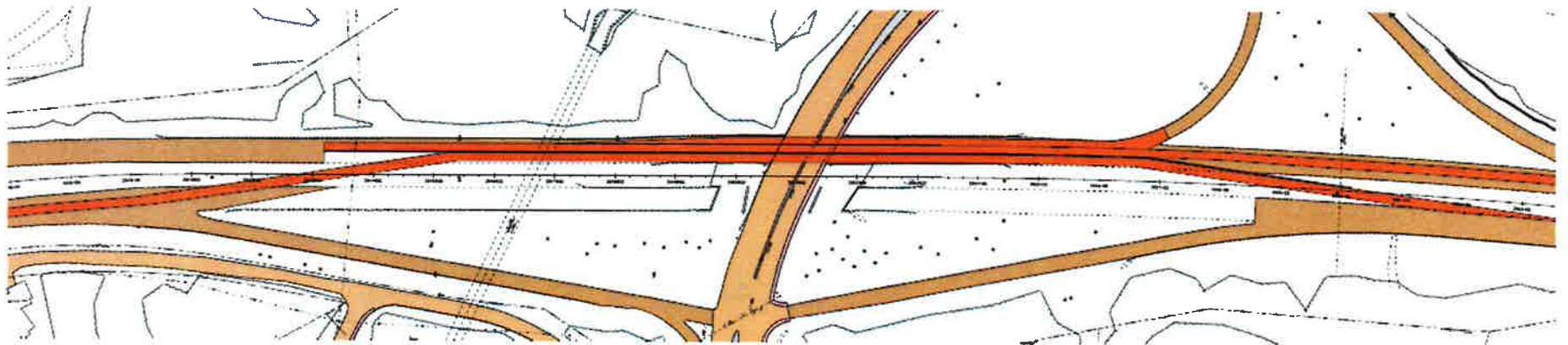


Crossover Layout

- Traffic on northbound structure



- Traffic on southbound structure



Preliminary Project Schedule

- Construction Start – 2023
 - Total Cost Estimate: \$3,457,000

Project Summary: Bridge 48 N&S

- Rehabilitation with Traffic Maintained on crossovers
 - New abutment stems or major rehabilitation of existing stems and bridge seats
 - New backwalls
 - Replacement of all finger joints
 - New fascias, curbs, and railing
 - Membrane and pave
 - 30-year design life
 - No Right-of-Way Needed
 - No Utility Relocation
 - Southbound on-ramp potential relocation
 - Potential short-term closures of VT Route 10A

- Construction Year: 2023

For more information:

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



Norwich IM 091-2(89) Questions & Comments

Interstate 91 – Bridges #48 N&S over VT Route 10A

July 22, 2020

We have been continuing to work on the Woody Adams Forest Conservation Project. Good news: we received the VHCB grant! Bad news: because of sagging state revenues recipients received lowered grant amounts; we received \$125K instead of \$150K, which is more than most applications received. More good news: the UVLT thinks of the project as worthwhile enough for them to take on a VT DEC watersheds loan to make up the difference and keep the project going. We will know about the loan success in September. The UVLT is hopeful. This plan B means more fundraising of private donations beginning in September.

In the meantime, we have formed a working group of a few CC members, a Town Forest neighbor, a forester, an ecologist, and others to begin drafting a Comprehensive Management Plan to present to the Select Board regarding the conservation of the parcels. A CMP is something UVLT and VHCB will require be part of the easement. We are also communicating with VELCO about adjusting their powerline easement access from the Town Forest roadside and wet forest to the log landing and dry area uphill on the Woody Adams Conservation Forest.

We are also working with the Vermont Land Trust on a 112-acre conservation easement that they would hold on private land at the end of Norford Lake Road. This parcel is situated on the southern edge of the important SW-to-NE forest block connectivity corridor that was part of the broader-scale impacts slide in the Woody Adams Forest Conservation Project slideshow.

We have been continuing to work on managing invasive plants in targeted areas around town. In the Village Nature Area there have been pullings of non-native invasive shrubs around the meadow, with concurrent plantings and deer fencing of native shrubs. For a couple high-priority natural areas experiencing Phragmites expansion, the wetland that sources Charles Brown Brook and the upstream end of the Ompompanoosuc estuary, we are contracting environmental service companies to control the plants.

We will be working with the PC on implementation of NCC-related components of the new Town Plan.

From: Chris Katucki <kals95@startmail.com>
Sent: Wednesday, July 15, 2020 2:19 PM
To: Miranda Bergmeier
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

From: Chris Katucki <kals95@startmail.com>
Sent: Thursday, July 16, 2020 2:11 PM
To: Miranda Bergmeier; Herb Durfee
Cc: claudette brochu; Roger Arnold; Miranda Bergmeier; Omer Trajman; Cheryl A Lindberg
Subject: using operating funds from FYE 2020, rather than a designated fund, for truck repairs

Dear Selectboard members and Town Manager Durfee:

Please treat this email as correspondence to the Norwich Selectboard, under the Town of Norwich Selectboard Procedure For Receipt Of Resident Correspondence.

If the books have not closed on the prior fiscal year ending June 30, this email is to make a friendly inquiry into whether it continues to make sense to pay for the repairs to Truck #4 from the DPW Highway Equipment designated fund. Last year's budget ran a surplus. It may be appropriate to use the Town's FYE 2020 annual budget to pay for what is arguably an operating expense.

Some background. At its April 22 meeting, the Selectboard, on a motion by Mary Layton, unanimously approved the use of that designated fund to pay \$24,199.22 for engine repairs to Truck #4. The meeting minutes do not reflect that action. However, the three minute discussion and vote occurs at about the 2 hour mark on the CATV video, as part of the Town Manager's report.

<http://catv.cablecast.tv/CablecastPublicSite/show/11851?channel=2> Note, moreover, the DPW Highway Equipment designated fund is not flush with cash. At the May 27 Selectboard meeting, the discussion indicated that the designated fund will not have sufficient funds to cover the cost for the scheduled replacement of a dump truck. The Town is contemplating borrowing money to pay for that purchase.

In light of the above background, it might make sense to pay for the \$24,000 in the truck repairs from last year's annual budget, rather than from a designated fund. I am not an expert in municipal finance. I am simply raising the issue for your consideration. It's worth noting that using operating funds was the original plan, per the March 4 meeting minutes.

FYE 2020 ended on June 30. I don't know whether it is proper to recharacterize the source of funds after the calendar period is over.

Thank you in advance for considering my inquiry.

Sincerely,

Christopher Katucki
47 Old Coach Road
Norwich, VT 05055

From: John Langhus <johnlanghus@gmail.com>
Sent: Thursday, July 16, 2020 4:27 PM
To: claudette brochu; Mary Layton (marydayton@gmail.com); Roger Arnold (rogerarnoldvt@gmail.com); Rob Adams
Cc: Herb Durfee; Miranda Bergmeier
Subject: Fwd: FW: 7/22/2020 SB mtg
Attachments: Norwich 1st Vermont community to be 100 percent solar - Washington Times.pdf; Norwich, Vermont « Green Energy Times.pdf; Bill Bender Emails.pdf; Solar - listserv 2011 - 2014.pdf; Transfer from Solaflect to New Energy Equity.pdf; Linda Gray Email 2.pdf; Langhus Conflicts.pdf; Munson Solar - New Equity Energy - John Langhus.pdf; MEMO_Norwich SB_7-16-2020_FINAL.pdf

I would like to add to the agenda the accusations of conflict of interest made against me by Doug Wilberding.

This is the latest of a series of attacks he has made against public officials - me and others and I believe it needs to be addressed. To be clear, I am not suggesting that the energy contract be on the agenda - just the attack.

Miranda, could you please include this email and the attached "Langhus Conflicts" slide in teh packet? If two other members do not support this as an agenda item, please include it as correspondence.

Thanks very much
John

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

From: Herb Durfee <HDurfee@norwich.vt.us>
Date: Thu, Jul 16, 2020 at 2:39 PM
Subject: FW: 7/22/2020 SB mtg
To: John Langhus <johnlanghus@gmail.com>

1 of 2

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: Douglas Wilberding [mailto:wilberding@me.com]

Sent: Thursday, July 16, 2020 2:18 PM

To: Miranda Bergmeier; Herb Durfee; Claudette Brochu

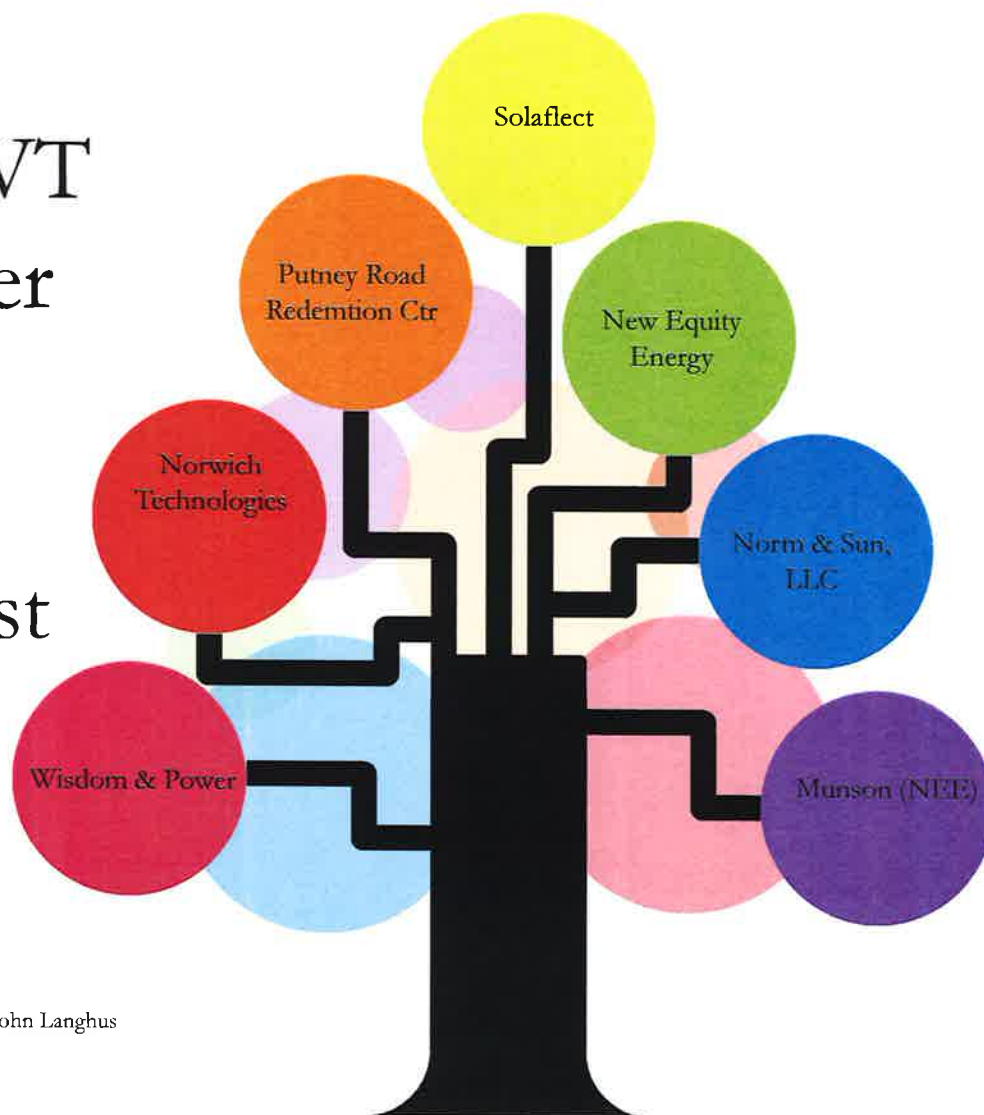
Subject: 7/22/2020 SB mtg

--

John Langhus

(802) 369-4415 (cell)

Town of Norwich, VT
Selectboard Member
John Langhus
Energy & Solar
Conflicts of Interest



Note that the Norwich Conflict of Interest Policy was edited and revised by John Langhus

From: Douglas Wilberding <wilberding@me.com>
Sent: Wednesday, July 15, 2020 1:43 PM
To: Claudette Brochu; Mary Layton; Rob Gere; Roger Arnold; John Langhus
Cc: Herb Durfee; Miranda Bergmeier
Subject: Selectboard Meeting 7/22/2020 Agenda Item Request
Attachments: GrNetMeterAgreement 2013 Solaflect (1).pdf

I respectfully request the Norwich Selectboard discuss the September 10, 2013 Group Net Metering Agreement between the Town of Norwich and Solaflect Energy, LLC. Specifically Section 9 (d) page 7 - purchase option and Exhibit A - Description of Solar Power Facility.

Please consider making this a formal agenda item.

Thank you

Doug Wilberding
1329 Turnpike Road - Norwich

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

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

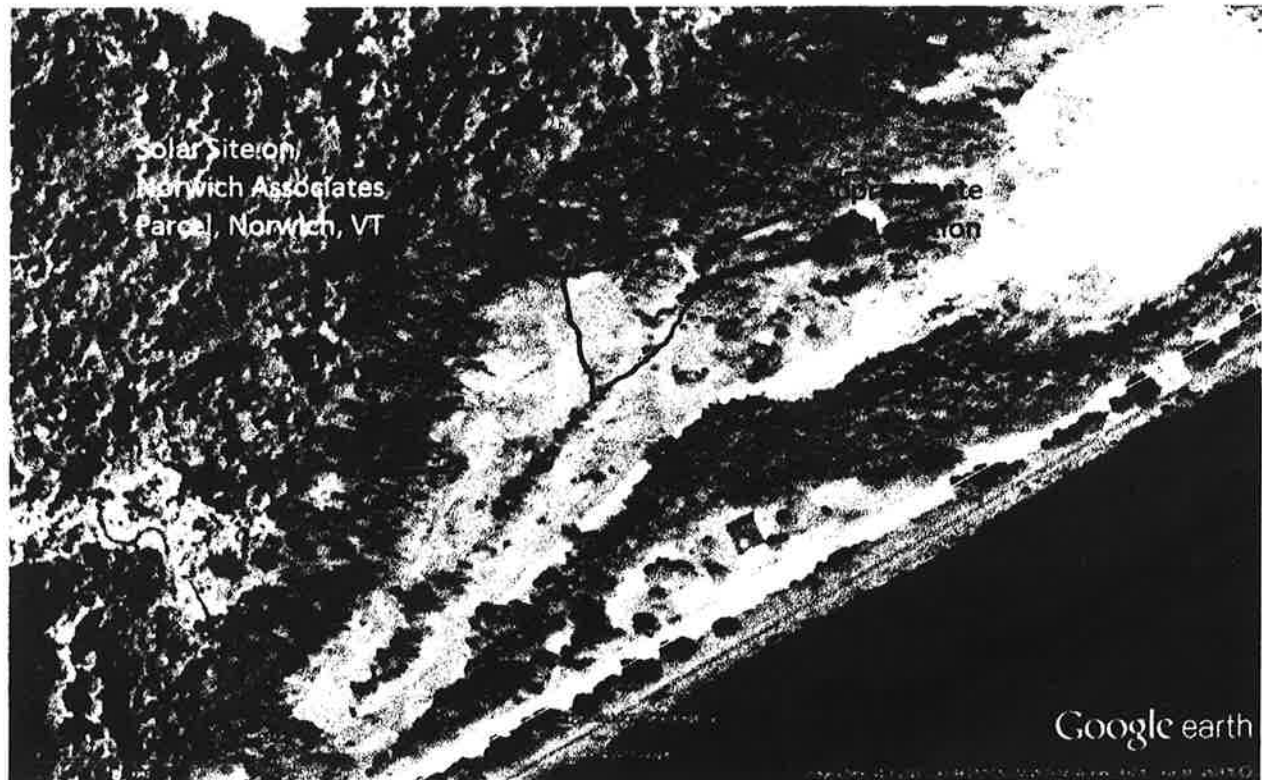
Production Meter

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.



4

MEMO

TO: Herb Durfee, Norwich Town Manager and Claudette Brochu, Norwich Selectboard Chair

FROM: Douglas Wilberding, 1329 Turnpike Road, Norwich VT

CC: Miranda Bergmeier

DATE: July 16, 2020

RE: Net Metering Agreement (“Agreement”) between Solaflect Energy, LLC (“Solaflect”) and the Town of Norwich, dated September 10, 2013

Please include this memo and its attachments in the “correspondence” portion of the Norwich Selectboard packet for the Wednesday, July 22, 2020 meeting.

Disclaimer: I write and submit this memo as a public citizen. I am also a customer of Solaflect Energy LLC.

Solar

Many may not realize that the Town of Norwich entered into a Net Metering Agreement (sometimes referred to as a Power Purchase Agreement, or PPA, per the U.S. EPA¹) on September 10, 2013 with Solaflect Energy, LLC (a Norwich, VT based company) to offset *some* of the town’s electricity charges with solar power.² (See attached copy of this agreement.³)

The basic intent of this Agreement was to install 39 tracker-style solar panels on land in Norwich that would produce solar energy, thus providing clean energy that would reduce Town electricity costs. The meters are identified in Exhibit B of the Agreement.

Several issues exist with the 2013 Agreement:

- First, the Agreement shows the solar panels being located at parcel 11-105-000, off Route 5 North in Norwich, VT (Exhibit B). Unfortunately, one need only drive to that parcel and discover that NO solar panels exist there.
- Further due diligence uncovered that Solaflect changed the location of the panels/solar field because their insurance company was uncomfortable with the risk of damage at that site.
- The panels are actually located on East Main Street (Route 2) in Lunenburg, VT (and possibly also in St. Johnsbury, VT) which is 77 miles north of Norwich.⁴
- Exhibit A shows that the location of the panels is incorrect. After 7 years of the agreement’s signing, there has been no attempt to amend the agreement and correct the location.

- If there are panels that relate to the Town of Norwich in St. Johnsbury, VT, those panels may in fact be “fixed,” not “tracker” style panels. The 2013 Agreement provides for 39 “tracker” style panels that the Town could, in theory, purchase after 8 years of the commissioning of the Agreement. However, to date, this has not been added to the Agreement via an amendment.
- Per Bill Bender of Solaflect (see attached email correspondence), the purchase option highlighted in the agreement (see section 9(d), page 7) is null and void because the Town’s panels are scattered across multiple “cooperative” solar fields as opposed to a single, dedicated solar field with 39 tracker style panels just for the Town of Norwich, as was the intent of the 2013 Agreement.
- The net metering agreement between the Town of Norwich and Solaflect, although executed in 2013, only became legitimate in late 2014 when Bill Bender acquired 78 acres in Lunenburg VT to create Solaflect Park I, LLC (Vermont PUC File NM-5156).⁵ Thus, the “certificate of public good” and the “commissioning date,” along with the actual energy benefits, were pushed out to a later start date. Therefore, this pushes out the 8-year purchase option even further out in time.
- This also prompts more questions including:
 - 1) Are there investor(s) or lender(s) involved with the solar park(s)?
 - If so, are they Norwich residents?
 - Are they current or former members of the Norwich Energy Committee (NEC) or Norwich Selectboard?
- There is no clarity in the agreement as to the “commissioning date” and there are no audit features to ensure accurate billing and actual power benefits for the Town of Norwich.
- Importantly, a review of Town warrants shows that the electric bills to Solaflect do not match service fees in Exhibit C of the 2013 Agreement.

Conflict of Interest – John Langhus

Prior to debating the accuracy and enforceability of the Agreement, one of the current Norwich Selectboard members needs to recuse himself from the discussion due to a conflict of interest.

Pursuant to Article 6 of the Town of Norwich Conflict of Interest Policy, I hereby request that John Langhus recuse himself from *any and all* Town of Norwich deliberations or proceedings related to solar energy and specifically this Agreement. It would be easier to describe if there was simple one conflict of interest as it relates to Mr. Langhus, but more than one exists.

Article 3, section A, 1, 2, and 3 of the Norwich Conflict of Interest policy (as edited by Mr. Langhus), support this request that he recuse himself from any and all solar related discussions and actions as it relates to the Town of Norwich.⁶

Below are the reasons why Mr. Langhus should be excluded from discussions related to the 2013 Net Metering Agreement between Solaflect Energy, LLC and Town of Norwich:

1. Mr. Langhus has been a part owner of the Putney Road Redemption Center and UHaul rental company with Rob Adams who is the Chief Operating Officer of Solaflect, since their collective acquisition in 2017.

2. Mr. Langhus currently works for New Equity Energy which has done numerous transactions with Solaflect (e.g., acquired sites from Solaflect via transfers of certificates of public good, “CPG”).
3. Mr. Langhus was a former employee of Norwich Technologies, a solar company run by two Norwich residents.
4. Mr. Langhus helped set up Norm & Sun, LLC for Dr. Norm Levy, a Norwich resident and current member of the Norwich Energy Committee (NEC), and was paid by Dr. Levy for this work. Mr. Langhus remains the registered agent for Norm & Sun, LLC.
5. New Energy Equity has a new Vermont LLC entitled, Munson Solar, LLC (created December 31, 2019) for which John Langhus is the registered agent.
6. Mr. Langhus has an apparent energy consulting firm entitled, Wisdom and Power. Mr. Langhus wrote to the Vermont Public Utility Commission (PUC) on May 13, 2019 (see attached copy) in which he identified himself as a member of the Norwich Selectboard.

We require transparency, disclosure, and ethical representation by our Town government. The Vermont League of Cities & Towns puts it this way, “In general terms, a conflict of interest is an incompatibility between the private and public interests of a public official.”⁷

Can we expect an unbiased opinion from a current, sitting Norwich Selectboard member when he is also closely involved in the work of the Norwich Energy Committee and in business dealings with local solar companies?

Can we expect him to take an unbiased and unconflicted position regarding any energy initiative that comes up for consideration by the Town of Norwich?

As municipal policy makers, how is it that we have a 7 year old agreement that at best is subpar and at worst legally unenforceable through various default options—namely, no purchase option per Solaflect and more importantly, that none of the 39 solar trackers are actually situated in the town of Norwich, VT.

For this Agreement with Solaflect, how is the Town of Norwich being billed? What are the bills for exactly? What do they cover? The certainly do not match the Agreement in its current form. Exhibit B shows a monthly charge of \$1,704.10 due to Solaflect but upon reviewing the Warrants for the Town of Norwich, the actual numbers do not align with that number in the Agreement.

Was the execution of this Agreement even appropriate without a town-wide vote? A search of the Norwich Listserv from 2011-2014 shows no mention of this effort or the agreement itself, even though it was mentioned in the press (see attached Listserv search results and three news articles).

Far more beneficial to the Town of Norwich would be if it developed its own solar field. Here in Norwich, on town-owned land. The 2013 Group Net Metering Agreement is not a good one but not just because of its lack of accuracy. Consider that we are obtaining discounted electricity from a solar field located 71 miles north of Norwich without the apparent option to buy the

trackers themselves, thus unable to obtain 100% of the solar energy benefits. We are prevented from maximizing the gain of having solar energy to the fullest extent possible through this plan.

I believe that the Town Treasurer and Norwich Finance Committee should do a deep dive into the Agreement and understand what, if any, value the Town has obtained over the years including the exact monthly, annual, and total cost since the establishment of the Agreement. Reviewing bills, speaking with Green Mountain Power, confirming the location of the panels, confirming the commissioning date, and confirming if the Agreement is valid. The NEC should not lead this effort. Rather, they should provide information to others who can pursue the analysis objectively with an unbiased viewpoint. It was under the NEC's purview that this Agreement came into existence.

Finally, all too often the NEC, specifically its current chairperson Linda Gray, appears to act on behalf of solar companies as opposed to acting on behalf of the Town of Norwich. Ms. Gray is not a lobbyist of solar companies and should not be promoting, supporting, or defending solar companies. Rather, she should be taking a disciplined approach towards serving the best interests of the Town of Norwich.

This "agreement" is astounding with its sophomoric attempt to provide discounted electricity via a solar field that, until now—for 7 years—has not come to anyone's attention that it may be underserving the Town of Norwich and is inaccurate on many levels.

I would strongly encourage the Town to extricate itself from this "agreement" and work towards developing a solar field in town, on town-owned land, with multiple companies bidding on the potential work. Norwich could then own the panels outright and obtain 100% of the benefits instead of whatever is actually occurring under this existing "agreement." We should research this as a future opportunity that addresses our efforts to reduce municipal fossil fuel use per Article 36.

In one example from nearby Thetford, the town hosted a forum on group net metering and invited nine (9) solar companies to attend and submit proposals. They are as follows:

1. Catamount Solar
2. Clean Energy Collective
3. Green Lantern Group
4. Green Mountain Community Solar
5. Norwich Technologies
6. Solaflect
7. Soveren
8. Sun Common
9. Wolfe Energy

Norwich can do far better than this 2013 Agreement. More importantly, our Town deserves better.

¹ <https://www.epa.gov/greenpower/solar-power-purchase-agreements>

² <https://solarindustrymag.com/solaflect-project-helps-vermont-town-go-100-solar>

³ Visit <https://www.norwich-energy.com/community-watch> for the full Net Metering Agreement between the Town of Norwich and Solaflect.

⁴ https://www.caledonianrecord.com/news/lunenburg-solar-project-nearly-complete/article_76f98829-7a3b-5c72-a8a2-cf1256627d8f.html

⁵ <https://vecan.net/wp-content/uploads/2018/02/Community-Solar-Forum-Handout.compressed.pdf>

⁶ Per Town of Norwich, Vermont, “Conflict of Interest Policy”:

Article 3. Definitions. For the purposes of this policy, the following definitions shall apply:

A. Conflict of interest means any of the following:

1. A significant direct personal or financial interest of a Public Officer, or of an immediate family member, business associate, employer, or employee of the official, in the discretionary outcome of a cause, proceeding, application, or any other decision pending before the official or before the agency or public body in which the official holds office or is employed. “Conflict of interest” does not arise in the case of votes or decisions on matters in which the Public Officer has a personal or financial interest in the outcome, such as in the establishment of a tax rate, that is no greater than that of other persons generally affected by the decision, in cases where a decision or act is not subject to the discretion of the official or the body of which he or she is a part, or where such personal or financial interest is *de minimis*;
2. A situation where a public officer has publicly displayed a prejudgment of the merits of a particular quasi-judicial proceeding. This shall not apply to a member’s particular political views or general opinion on a given issue; and
3. A situation where a public officer has engaged in *ex parte* communications with a party in a quasi-judicial proceeding that is before the public body to which that public officer belongs.

⁷ <https://www.vlct.org/municipal-assistance/municipal-topics/ethics-and-conflict-interest>

**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 acknowledgments, 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.

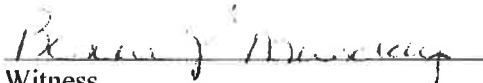
Section 17. **Effect of Agreement.** This Agreement shall not be construed as a contract of agency, partnership or joint venture. The Parties agree that this Agreement is a service contract under Section 7701(e) of the Internal Revenue Code of 1986, as amended, and not a lease.


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.

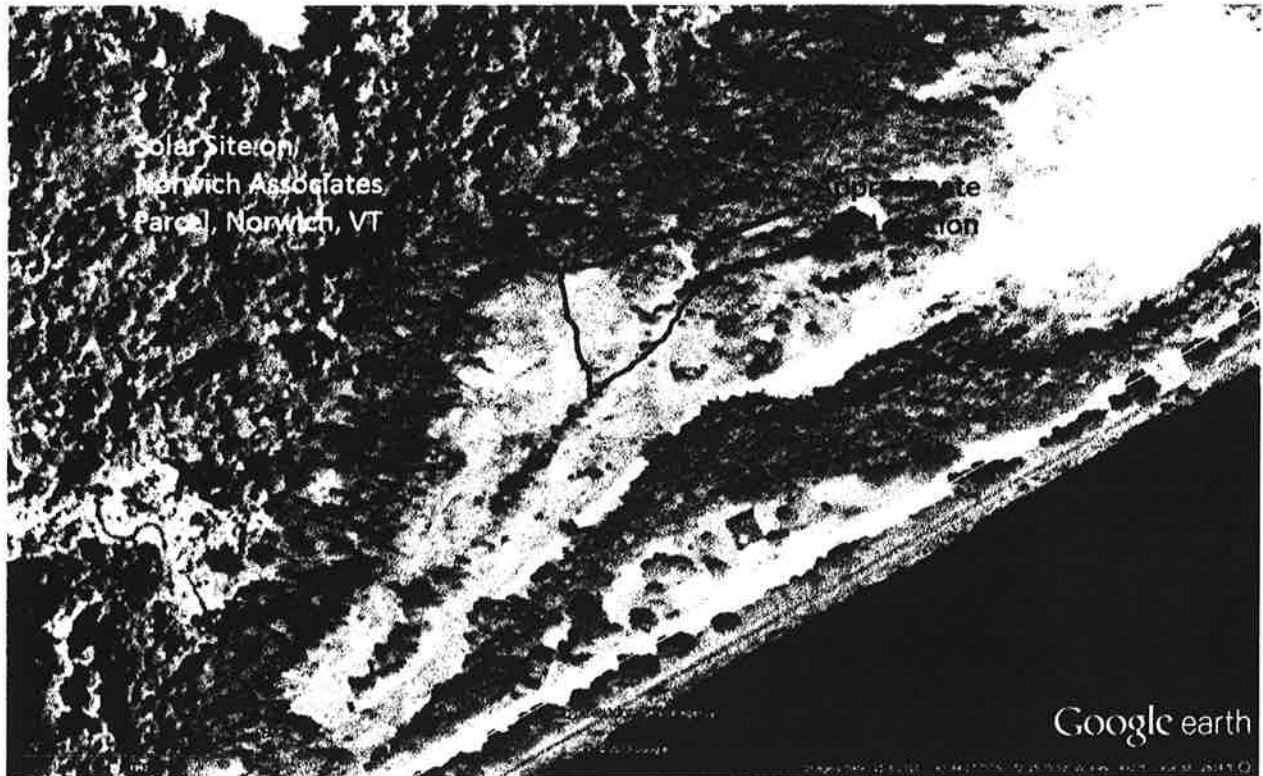


Exhibit B

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%

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.

STATE OF VERMONT
PUBLIC SERVICE BOARD

CPG #NM-5156

Application of Solaflect Solar Park I, LLC for a)
certificate of public good for an interconnected)
group net-metered photovoltaic electric power)
system)

Order entered: 11/7/2014

I. INTRODUCTION

In this Order, the Vermont Public Service Board ("Board") approves an Application filed by Solaflect Solar Park I, LLC ("Applicant") on September 23, 2014, requesting a certificate of public good ("CPG") pursuant to 30 V.S.A. §§ 219a and 248 and Board Rule 5.100 for a 150 kW photovoltaic net metering system in Lunenburg, Vermont. The net metering system is a group system that includes 2 electric meters (the proposed "Project").

Notice of the Application was sent to all parties as specified in Board Rule 5.100. The notice stated that any party wishing to submit comments or request a hearing in this matter needed to file comments with the Board within thirty (30) days of the date that the notice of the Application was sent.

No comments have been received.

The Board has reviewed the Application and accompanying documents and determines that, pursuant to 30 V.S.A. §§ 219a and 248 and the Board's Rule 5.100, a CPG should be issued without further investigation or hearing.

II. FINDINGS

Based upon the Application and its accompanying documents, the Board makes the following findings in this matter.

1. The Project will be located on property owned by Donna Kerr at parcel 216216.36.1, Lancaster Road in Lunenburg, Vermont. Application at Section 1.
2. The Project is to be erected on a new structure. Application at Section 4.

3. The Project consists of a photovoltaic system with a total system-rated power output of 150 kW AC. The facility will be interconnected with the Green Mountain Power Corporation electrical distribution system. Application at Section 4 and Attachment.

4. The Applicant has specified that there will be 2 meters included in the group system. The Applicant has also provided a method for adding or removing meters included in the group system. Application at Section 7 and Attachment.

5. The Applicant has designated Bill Bender as the person responsible for receiving all communications regarding the group system. Application at Section 7.

6. All disputes among users of the group system shall be resolved by Bill Bender. Application at Section 7 and Attachment.

7. The Applicant has certified that the Project is in compliance with all of the provisions of Sections 3 and 8 of the Application. Based on these submissions, we conclude that the Project does not raise a significant issue with respect to the environmental criteria of 30 V.S.A. § 248. Application at Sections 3 and 8 and Attachment.

III. DISCUSSION & CONCLUSION

In Docket No. 6181,¹ the Board developed a net metering program in accordance with the statutory requirements of 30 V.S.A. § 219a. This program was further refined by the Board with the adoption of Board Rule 5.100. The goals of the Order and Rule are to encourage private investment in renewable energy resources, stimulate the economic growth of the state, and enhance the continued diversification of energy sources used in Vermont. The standards and requirements adopted in the Order and Rule have been determined by the Board to protect public safety and system reliability. Our review of this Project has been guided by these considerations.

Based upon the findings and evidence, the Project will be in compliance with the requirements of the Board's Order in Docket No. 6181 and Rule 5.100, the Application does not raise a significant issue with respect to the substantive criteria of 30 V.S.A. § 248, and the Project will promote the general good of the State.

1. *Investigation into the Use of A Net Metering System for the Purchase and Sale of Electricity from Small Electrical Generating Systems to and from Electric Companies*, Docket No. 6181, April 21, 1999.

IV. ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the Public Service Board of the State of Vermont that the group net metering system proposed for construction and operation by the Applicant, in accordance with the evidence and plans submitted in this proceeding, will promote the general good of the State of Vermont pursuant to 30 V.S.A. § 219a, and a certificate of public good to that effect shall be issued in this matter, pursuant to 30 V.S.A. §§ 219a and 248.

DATED at Montpelier, Vermont, this 7th day of November, 2014.

<u>s/James Volz</u>)	
)	PUBLIC SERVICE
)	
<u>s/John D. Burke</u>)	BOARD
)	
)	OF VERMONT
<u>s/Margaret Cheney</u>)	

OFFICE OF THE CLERK

Filed: November 7, 2014

Attest: s/Susan M. Hudson
Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: psb.clerk@state.vt.us)

Appeal of this decision to the Supreme Court of Vermont must be filed with the Clerk of the Board within thirty days. Appeal will not stay the effect of this Order, absent further order by this Board or appropriate action by the Supreme Court of Vermont. Motions for reconsideration or stay, if any, must be filed with the Clerk of the Board within ten days of the date of this decision and Order.

Lunenburg



Imagery ©2020 Maxar Technologies, USDA Farm Service Agency, Map data ©2020 100 ft



Lunenburg

Vermont

Partly cloudy · 74°F
11:44 AM



Directions



Save



Nearby

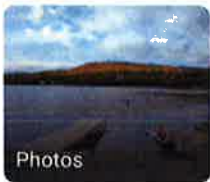


Send to your
phone



Share

Photos



Quick facts

Lunenburg is a town in Essex County, Vermont, United States. The population was 1,302 at the 2010 census, the most populous in Essex County. Lunenburg contains the villages of West Lunenburg, South Lunenburg, Mill Village and Gilman,

and is part of the Berlin, NH-VT Micropolitan Statistical Area. [Wikipedia](#)

Hotels

About pricing ⓘ



Cabot Inn & Suites
3.9 ★
2 stars



Mountain View Gr...
4.7 ★
4 stars



Coos M...
4.6 ★
2 stars

Doug Lay

Sales Between: 4/1/2013

5366

SPAN	Buyer	Seller	Acres	Parcel ID	Property Class	Sale Date	Sale Price	Listed Value	
C : Miscellaneous									
.6	366-113-10111	BLAIS SHANE Location ROUTE 2 LUNENBURG	BONATI MICHAEL	10.20	200126002	Open Land/Misc	08/09/2013	15,500	30,200
6	366-113-10303	HAKALA CARTER K Location OFF OF TR 13 LUNENBURG	DONOVAN STEPHEN E	33.60	013001.000	Open Land/Misc	10/09/2015	45,000	44,500
.0	366-113-11057	KEVIN AND MARILYN BAIRD REVOCA Location POND HILL ROAD LUNENBURG	VOZZELLA JANICE T	21.45	034013000	Open Land/Misc	06/27/2013	55,000	50,000
.8	366-113-10861	LIM DOUGLAS Location MT TUG ROAD LUNENBURG	SMITH NANCY J	20.70	013009.002 01300	Open Land/Misc	03/05/2015	26,000	25,600
.6	366-113-10862	SOLAFLECT PROPERTIES I LLC Location U S ROUTE 2 LUNENBURG	KERR DONNA L	78.00	200019001	Open Land/Misc	11/10/2014	75,000	121,900
6	366-113-10890	THOERIGHT ROBERT Location US ROUTE 2 LUNENBURG	STOWELL BRIAN	3.00	200124.000	Open Land/Misc	05/01/2015	13,000	19,700
MISC : Miscellaneous				166.95			229,500	291,500	

s CATEGORY STATISTICS:		NO Category Sample Valid: 90% confident that true aggregate ratio is within 10% of sample ratio. See Sampling E	
sactions (Includes Outliers/Extremes/Influentials)			
age Sales Price		LIMITS ESTABLISHED BY ORIGINAL SALES DATA	
age Listed Value	96.57	Low InterQuartile Value	RATIOS and CONFID (Trimme
age Ratio	170.61	Hi InterQuartile Value	91.44 Low 90 Perc
an Ratio	74.04	InterQuartile Range	162.94 Hi 90 Perc
Ratio			127.19 Aggregate R
Ratio	-14.48	Value of Outlier Low Limit	28.11% Sampling Er
Related Differential (Regression Index)	281.66	Value of Outlier High Limit	0 Number of Hi Outliers
ber of Transactions with Assessment Ratio Between .98 and 1.02	-125.54	Value of Extreme Low Limit	0 Number of Low Extremes/Influentials
ent of Transactions with Assessment Ratio Between .98 and 1.02	392.72	Value of Extreme High Limit	0 Number of Hi Extremes/Influentials

Re: Town of Norwich solar

July 14, 2020 at 2:21 PM

From Bill Bender

To Douglas Wilberding

Cc "radams@solaflect.com"

Hi Doug,

We are mostly working remotely, so I don't have easy access to our files. I believe that the Town gets power from a field in Lunenburg and the one in St. Johnsbury that you are part of. What is your interest?

Bill

Bill Bender
President
Solaflect Energy

bbender@solaflect.com

Tel: 802-649-3700

Cell: 802-522-0702

www.solaflect.com

From: Douglas Wilberding <wilberding@me.com>

Sent: Tuesday, July 14, 2020 10:54 AM

To: Bill Bender <bbender@solaflect.com>

Subject: Re: Town of Norwich solar

Thanks.

What is the official commissioning date?

Are the panels in Lunenburg technically? In Solaflect park I ?

Doug Wilberding

On Jul 14, 2020, at 9:13 AM, Bill Bender <bbender@solaflect.com> wrote:

Hi Doug,

Thanks for your question about the Group Net Metering Agreement with the Town. This agreement was made over a year before a field was finally built. There were numerous meetings with the Town Manager, the energy committee and the Selectboard in the following year about the changes in plans, but it appears that there was a mutual mistake and the agreement was never amended. The model changed during this time from a tax equity financed solar field to a community solar field where the equipment was sold, so there is no field for the Town to purchase. The Town receives group net metering credits from the modules you (and others) own in St. Johnsbury, and saves 7.1% on its electricity expense. Twenty percent of the credits from your modules goes to the Town, and the proceeds in turn pay the operating expenses at the solar field such as mowing, snow plowing, taxes, and maintenance.

Best regards,

Bill

Bill Bender
President
Solaflect Energy

bbender@solaflect.com

Tel: 802-649-3700

Cell: 802-522-0702

www.solaflect.com

State of Vermont Public Service Board

VERMONT PUBLIC SERVICE BOARD

Application for a Certificate of Public Good for Net Metered Power Systems that are Non-Photovoltaic Systems Up to 150 kW (AC) in Capacity; or Photovoltaic Systems Greater Than 15 kW (AC) and up to 150 kW (AC) in Capacity¹

SEP 16 AM 8 50

Net Metering Customer Name (please print): Solaflect Solar Park I, LLC

General Instructions:

Applicants must complete sections 1-3 and any other sections applicable to the type of system to be installed. Specific instructions for each type of system are included under the applicable section. For example, an applicant for a wind turbine system must complete sections 1-3, 5 and 8. Failure to complete all applicable sections of this application may result in delay or denial. Once the application form is completed, the applicant must mail the applicable sections of the completed application to the Public Service Board, the Vermont Department of Public Service, the applicant's respective utility, and to all other parties as specified in each of the sections applicable to the net metering project. For example, an applicant for a photovoltaic system installed on an existing structure is required to mail copies to the Public Service Board, the Department of Public Service, and his or her utility. Applicants must also submit a list of the persons that they have mailed a copy of the application to in accordance with the instructions for each type of installation along with the completed application. It is recommended that the applicant contact their utility prior to applying for a certificate in order to determine whether the utility's capacity regarding net metering projects has been met, and any utility specific requirements. Please contact the Public Service Board at (802) 828-2358 if you have any questions regarding this application form.

Notice To Those With Concerns About The Net Metering Proposal

If you have received a copy of this application, you have the opportunity to comment on the project and to request a hearing before the Public Service Board to raise any concerns you may have regarding this project. For all systems with the exception of photovoltaic systems on existing structures, if you wish to comment to the Public Service Board about this proposal or request a hearing, you must file your comments with the Board and the applicant within 30 days of the date that the application was sent to the Board and all required parties; if you wish to request a hearing, you must include your request with your comments. With respect to photovoltaic systems on existing structures, if you wish to comment to the Public Service Board about this proposal, you must file the comments and any request for a hearing with the Board and the applicant within ten working days of the date that the application was sent to the Public Service Board and all required parties. If you request a hearing, you must make a showing that the application raises a significant issue regarding one or more of the substantive criteria pursuant to 30 V.S.A. ' 248. The Board may determine to hear evidence on the issue if it concludes that the project raises a significant issue with respect to one or more of those substantive criteria. Comments and requests must be in writing and sent to the Board at 112 State Street, 4th Floor, Montpelier, VT 05620-2701. If you have any questions, contact the Clerk of the Public Service Board at (802) 828-2358, e-mail address: psb.clerk@state.vt.us.

¹ Applicants for photovoltaic systems of 15 kW or less in capacity must use the Board's Net Metering Registration Form.

VERMONT PUBLIC SERVICE BOARD
2014 SEP 16 AM 8 50

Customer Information - Section 1.

(Please print all information clearly)

Net Metering Customer Name: Solaflect Solar Park I, LLC

Service Address (please include street name and number; no P.O. boxes): New connection at

GMP Pole #44, Line 64 (US Route 2)

all they have, permit records and gmp info

Town/City/State: Lunenburg, VT

Zip Code: 05906

Mailing Address (if different from above): 1190 Turnpike Road Norwich, VT 05055

Daytime telephone: (802) 649-3700

Utility & Account #: The property is undeveloped. There is no current utility meter/acct# linked to the parcel. It will be Connected to GMP Pole #44, Line 64 (US Route 2)

Property owner name (if different than above): Donna L. Kerr (Donna Kerr and Bill Bender have signed a purchase And sale agreement with regard to this property.)

Mailing address: 512 Back Center Road

Town/City/State: Lyndonville, VT

Zip Code: 05851

Daytime Telephone: (603) 475-3623

Is this an amendment to an existing system? If so, please indicate the existing CPG No. N/A

Date application was sent to the Public Service Board and other parties as required by type of net metering project: _____

Applicant must indicate the date the application was sent to the Board and other parties, and also submit a list of the names and addresses of the parties notified of this application along with the completed application.

Installer Information - Section 2.

(Please print all information clearly)

Installer Name: Solaflect Energy

Mailing Address: 1190 Turnpike Road

Town/City/State: Norwich, VT

Zip Code: 05055

Daytime Telephone: (802) 649-3700

e-mail address: bbender@solaflect.com

Certification

- Section 3.

The undersigned declares, under the pains and penalties of perjury, that:

- (1) having exercised due diligence and made reasonable inquiry, the information which I have provided on this form and any attachments is true and correct to the best of my knowledge;
- (2) the project for which this application seeks approval is in compliance with the land conservation measures contained in the applicable Town Plan which would apply if the project were not subject to 30 V.S.A. § 248;
- (3) the project is in compliance with all applicable state and federal requirements and has the necessary approvals for operation of this type of system;
- (4) any waste generated by the construction of this project will be disposed of at a state-approved disposal facility;
- (5) any construction activities will follow the recommendations of *the Vermont Erosion Control Handbook* (available from the Agency of Natural Resources, 1-802-828-1535 or anr.wsmdstormwatergeneral@state.vt.us);
- (6) the system will be installed in compliance with the interconnection safety and technological requirements of Public Service Board Rule 5.100; and
- (7) I have sent a copy of this complete application to all parties as required by this form.
- (8) Site preparation or construction of the project will not commence until a certificate of public good is issued.

Making false or misleading statements on this application is subject to penalties under 30 V.S.A. § 30 and/or revocation of any approval granted.

Customer Signature William Bender Date 9/12/14
Installer Signature William Bender Date 9/12/14

If installing a photovoltaic (PV) system, complete Section 4.*

If installing a wind system complete, Sections 5 and 8.

If installing another type of net metering system, complete Sections 6 and 8.

If installing a group system, complete the sections applicable to the net metering system employed and Section 7.

***Ground mounted PV systems must complete Section 8 (environmental information). See instructions in Section 4 below.**

Photovoltaic System (PV) Information

- Section 4.

PV Module Manufacturer: Canadian Solar

Module Model Number: CS6-P-250 (or another comparable module from another manufacturer)

Number of Modules: 608 (to be commissioned in 20kw phases)

Power Rating per Module: 250 DC Watts

Total Array Output: 152,000 DC Watts (no. of modules x power rating)

System Capacity: 150,000 AC Watts (AC Nameplate Capacity of the Inverter(s))

Inverter Manufacture: Solar Edge

Inverter Model Number: SE20KUS-480-US - quantity of 7

SE10KUS-480-US - quantity of 1

Describe the physical location of the installation and/or mounting structure:

Lat. 44.468° Long. -71.653°

Describe the physical location of the facility's lockable disconnect switch:

There will be an underground line to GMP pole #44, Line 64 (US Route 2). Disconnect will be at or near this pole.

Installation Type (please circle one): an existing home or business; a new home or business; ground mount; other (please describe)

Ground-mount installation.

If you are installing a system that is not attached to an existing or new home or business, you must also complete Section 8 of this application.

Notice Requirements:

If you are installing a PV system on a new or existing home or business, you must send copies of this application to the Public Service Board at 112 State Street, 4th Floor, Montpelier, VT 05620-2701; the Vermont Department of Public Service at 112 State Street, 3rd Floor, Montpelier, VT 05620-2601; and your utility.

If you are otherwise installing your PV system on a new structure, such as a pole-mounted system, then you must send a copy of the application to the Public Service Board; the Vermont Department of Public Service; your utility; the Planning Division, Agency of Natural Resources, 1 National Life Drive, Davis 2, Montpelier, VT 05620-3901; your local planning commission; the municipal legislative body for the town in which the system is to be installed (typically, the selectboard); and all adjoining landowners.

Please note that all applicants must submit a list of the parties notified along with the completed application.

Wind System Information	- Section 5.
-------------------------	--------------

Wind Turbine Manufacturer: _____

Turbine Model Number: _____

Turbine Tower Height: _____ ft

Turbine Tower Diameter _____ ft

Rotor Diameter: _____ ft

Wind Turbine Power Output: _____ Watts

(Peak output up to 30mph wind speed)

AC Source (circle one): Inverter Synchronous Generator Induction Generator

Describe the physical location of the installation and/or mounting structure:

Describe the physical location of the facility's lockable disconnect switch:

If using an inverter, complete the following:

Inverter Manufacturer: _____

Inverter Model Number: _____

Inverter's Continuous AC Rating: _____ AC Watts

System Rated Output: _____ AC Watts (wind turbine power output x .95)

All applicants for wind systems must also complete Section 8 (Environmental Information) below.

Notice Requirements:

If interconnecting a wind system, you must send copies of this application to the Public Service Board at 112 State Street, 4th Floor, Montpelier, VT 05620-2701; the Vermont Department of Public Service, 112 State Street, 3rd Floor, Montpelier, VT 05620-2601; your utility; your local planning commission; the municipal legislative body for the town in which the system is to be installed (typically, the selectboard); the Planning Division, Agency of Natural Resources, 1 National Life Drive, Davis 2, Montpelier, VT 05620-3901; and your adjoining landowners.

Please note that all applicants must submit a list of the parties notified along with the completed application.

Other Types of Systems

- Section 6.

Description of the type of net metering system employed (fuel cell, hydroelectric, biomass, etc.): _____

Manufacturer: _____

Model Number: _____

Rated Power Output (AC continuous): _____

System Rated Output (power output x .95) : _____ AC Watts

AC Source (circle one): Inverter Synchronous Generator Induction Generator

Describe the physical location of the installation and/or mounting structure:

Describe the physical location of the facility's lockable disconnect switch:

If using an inverter, complete the following:

Inverter Manufacturer: _____

Inverter Model Number: _____

Inverter's Continuous AC Rating: _____ AC Watts

Describe the physical location of the installation and/or mounting structure:

Describe the physical location of the facility's lockable disconnect switch:

All applicants for systems under this section must also complete Section 8 (Environmental Information) below.

Applicants for hydroelectric and biomass systems must submit copies of all necessary federal and state approvals for the project along with this application.

Applicants for biomass systems that utilize off-site waste resources must provide a detailed description of any waste transportation, storage, and handling related to the project.

Notice Requirements:

If interconnecting a system, you must send copies of this application to the Public Service Board at 112 State Street, 4th Floor, Montpelier, VT 05620-2701; the Vermont Department of Public Service, 112 State Street, 3rd Floor, Montpelier, VT 05620-2601; your utility; your local planning commission; the municipal legislative body for the town in which the system is to be installed (typically, the selectboard); the Planning Division, Agency of Natural Resources, 1 National Life Drive, Davis 2, Montpelier, VT 05620-3901; and your adjoining landowners.

Please note that all applicants must submit a list of the parties notified along with the completed application.

Please note that in order for a system to be eligible for net metering it must employ a renewable energy source that is being consumed at a harvest rate at or below its natural regeneration rate, pursuant to Board Rule 5.100.

If interconnecting a group system, applicants must provide the required application information corresponding to the type of net metering system(s) to be constructed as outlined in sections 4-6. In addition, applicants must also provide on a separate sheet:

- (1) the meters to be included in the group system identified by account number and location;

Meters/accounts to be included in the system will be Vermont property owners and/or residents with established accounts with Green Mountain Power. This site will be made available for off-site solar. There will be at least two meters in the group.

- (2) the procedure for adding and removing meters included in the group system, and direction as to the manner in which the serving utility shall allocate any accrued credits among the meters in the group;

Solalect Energy will be responsible for adding and removing meters within the system as well as communicating to the utility the manner in which accrued credits shall be allocated.

- (3) a designated person, including address and telephone number, responsible for all communications from the system to the serving electric utility, except for communications related to billing, payment, and disconnection; and

Bill Bender
Solalect Energy
1190 Turnpike Road
Norwich, VT 05055
(802) 649-3700

- (4) a binding process for the resolution of any disputes within the group system relating to net metering that does not rely on the serving electric utility, the Public Service Board or the Department of Public Service.

Decision by Bill Bender.

Please note that all meters included in a group system must be within the same electric utility service territory in which the generation facility is located.

Parcel ID 200015.000, 200016.000
Owner: Kenneth and Dawn Cantin
Timothy Cantin
143 Lancaster Road
Lunenburg, VT 05906

Additional Parties Notified:

Public Service Board
112 State Street, 4th Floor
Montpelier, VT 05620-2701

Vermont Department of Public Service
112 State Street, 3rd Floor
Montpelier, VT 05620-2601

Planning Division
Agency of Natural Resources
1 National Life Drive, Davis 2
Montpelier, VT 05620-3901

Green Mountain Power
Attn: Karly Carrara
68 Merchants Row
Rutland, VT 05701

Edward Boulay, Chair
Lunenburg Selectboard
PO Box 54
Lunenburg, VT 05906

*Planning Commission - X
(none is none)*

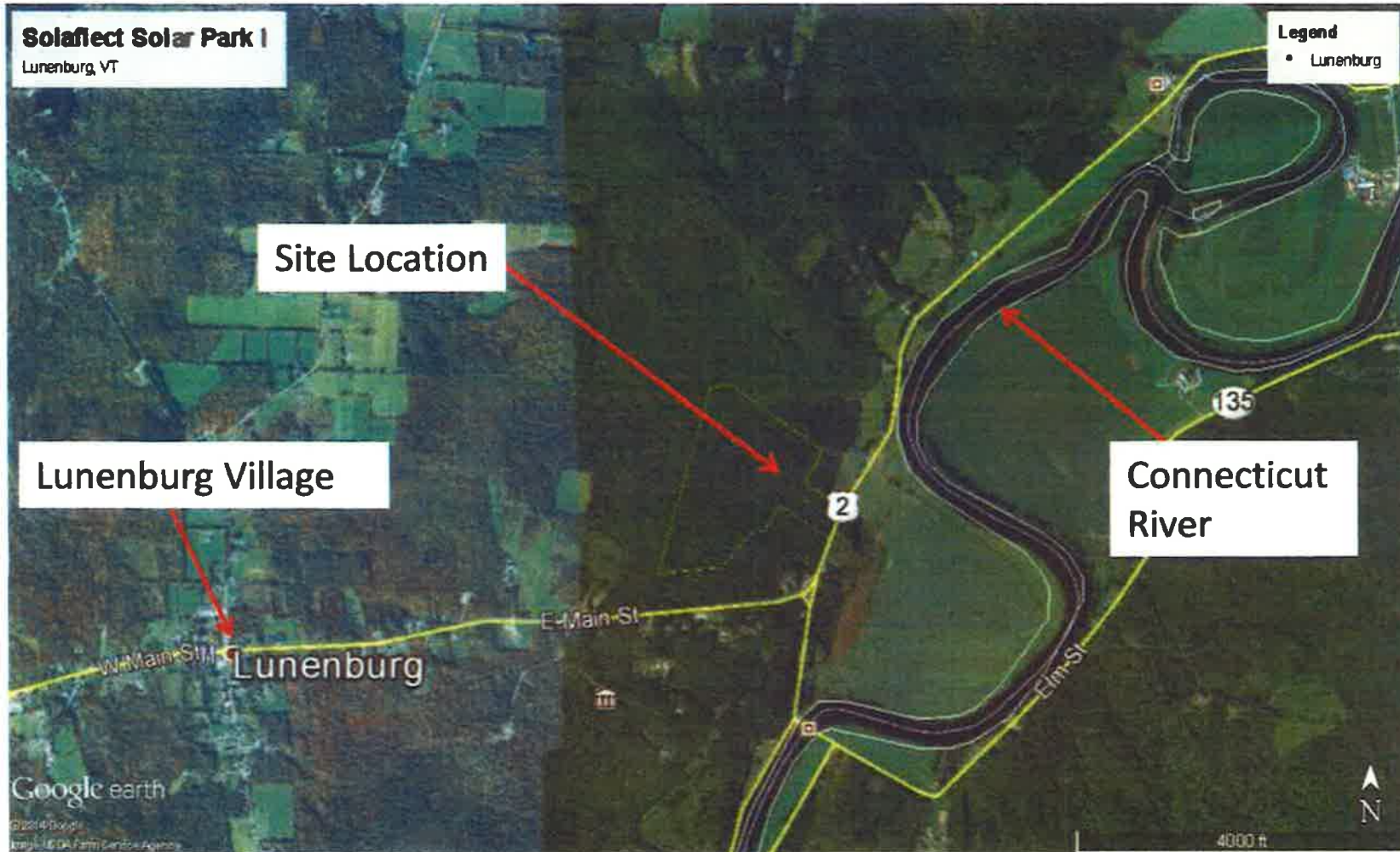
Application for Certificate of Public Good

Appendix for Applicant Solaflect Solar Park I, LLC

- Attached slides include:
 - Property Location in Lunenburg
 - Site Location on Property
 - View from U.S. Route 2
 - View from Site Location in Four Cardinal Directions
 - Agency of Natural Resources Ecologic Layers
 - Map of Adjacent Landowners



Solar Site in Lunenburg



Solaflect Solar Park I, applicant

Site Location on Parcel



Solaflect Solar Park

Not Visible from Public Road



View from access road on US Route 2

50 mph speed limit at this point; only small gap in trees.

View from north on US Route 2

Solar site is one hundred feet higher than viewpoint on Route 2. A buffer of trees on the north side will prevent any visibility from Route 2.

Norwich Solar Project



**View South from Project
Location; No Buildings Visible**

**View East from Project
Location; No Buildings Visible**

The site has been heavily logged. A few tall trees remain, but most of the site is saplings and brush. The Forest Management Plan of 2013 states that primary species are red spruce, balsam fir, hemlock, red maple, yellow birch, hard maple and paper birch. The forest is understocked. No threatened or endangered species were encountered during the timber cruise. Given the diameter distribution and understocked condition, eventual timber harvest treatments are 20-30 years out, and should be based upon patch clearings. The vast majority of this parcel will be maintained for forestry, wildlife and recreation. Historical uses by local residents will be allowed.

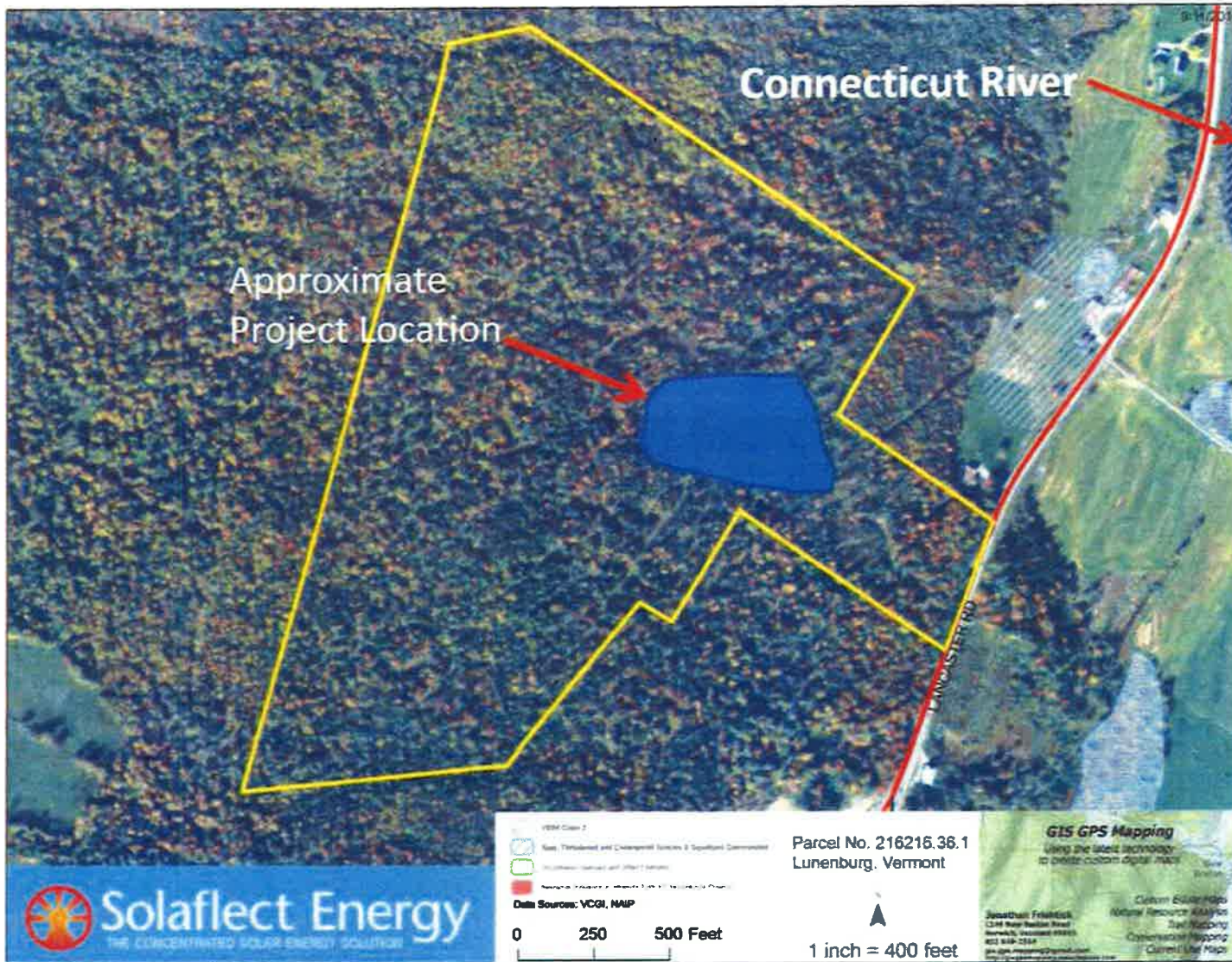
Norwich Solar Project



**View North from
Project Location; No
Buildings Visible**

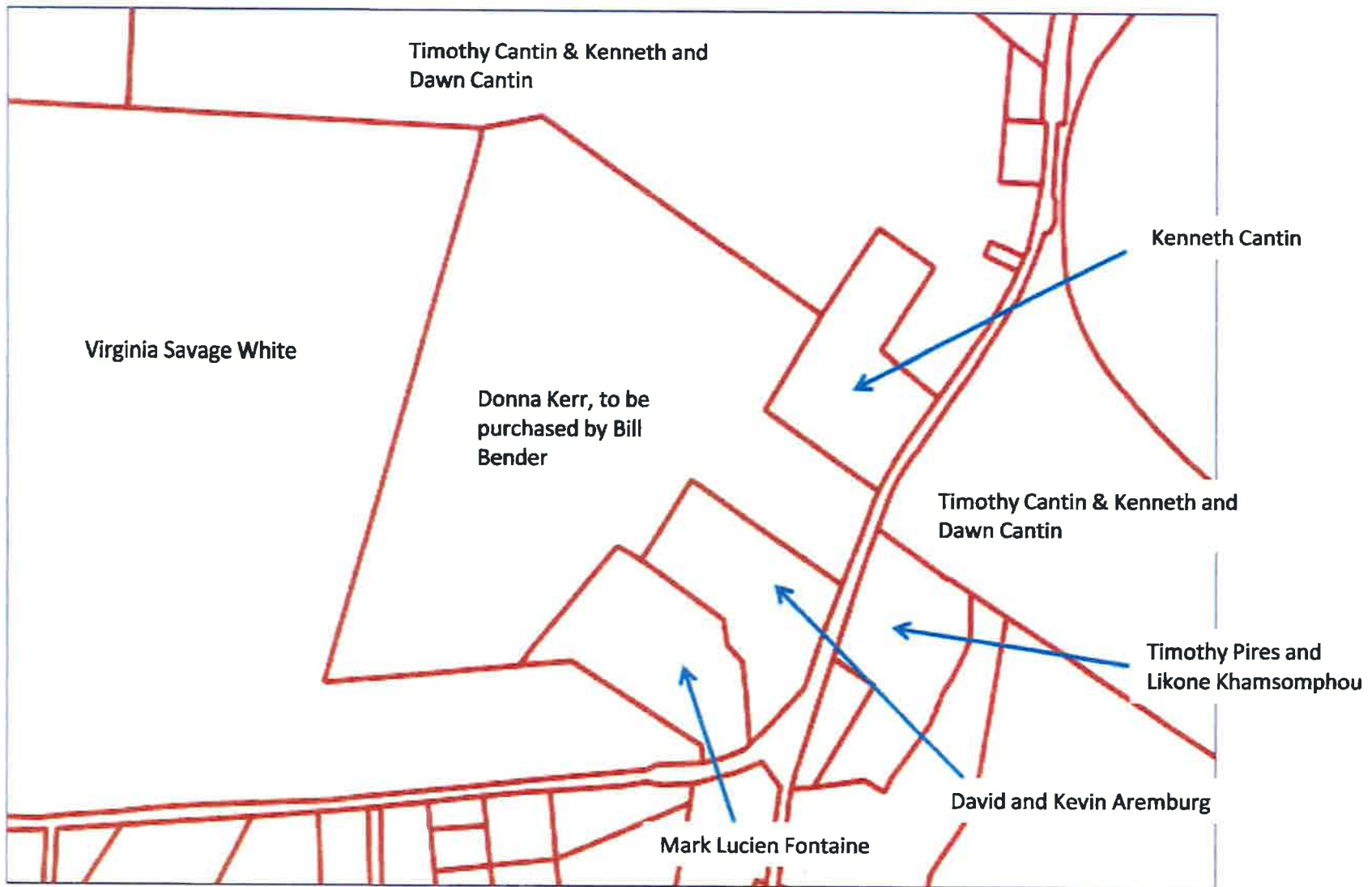
**View West from
Project Location; No
Buildings Visible**

Agency of Natural Resources Ecologic Layers



Solaflect Solar Park I, applicant

Adjacent Landowners



Solaflect Energy
1190 Turnpike Road
Norwich, VT 05055

CERTIFIED MAIL™



7014 0510 0001 4355 1715



1000

05620

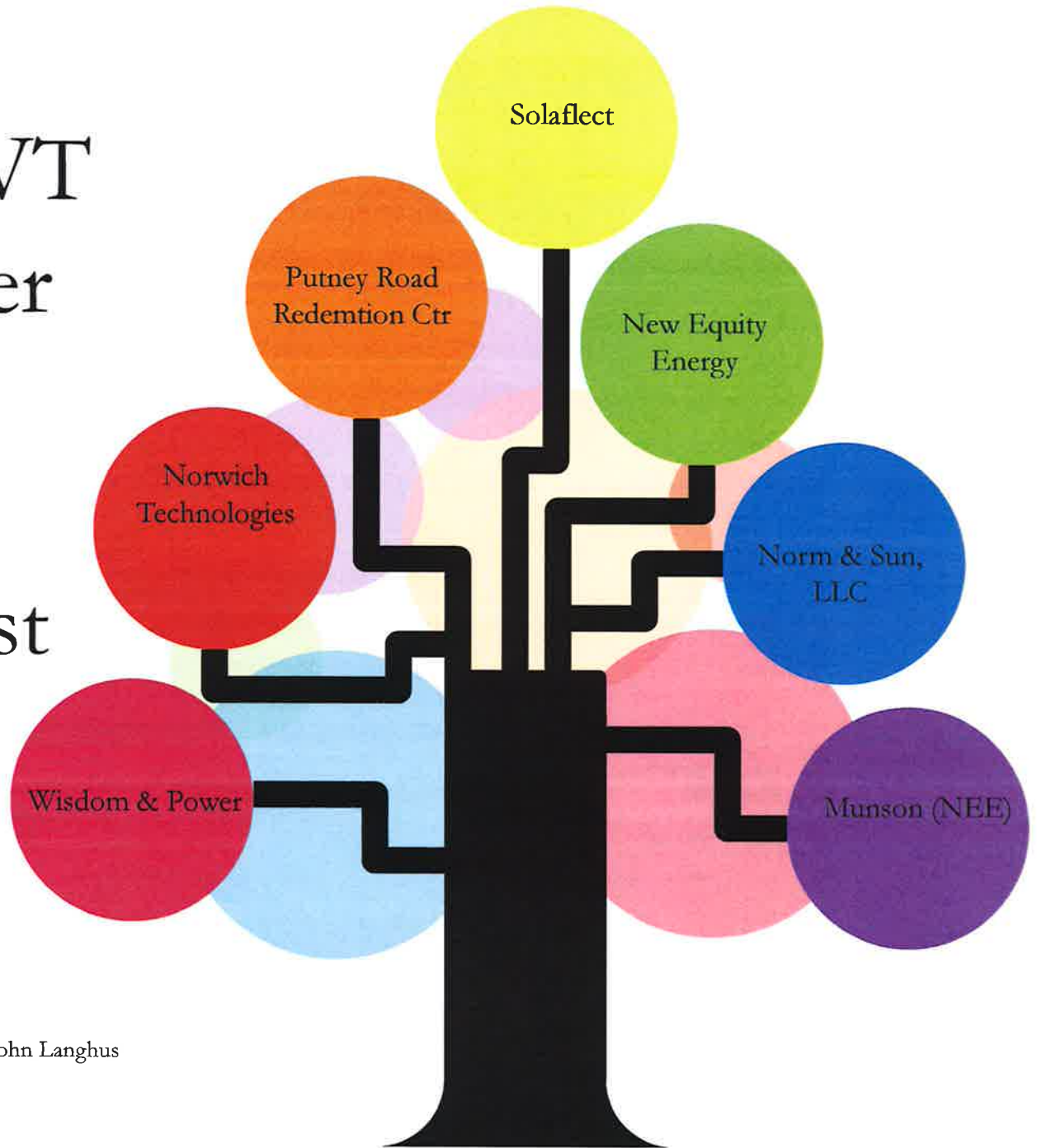
U.S. POSTAGE
PAID
NORWICH, VT
05055
SEP 12, '14
AMOUNT

\$7.61

00091318-10

Public Service Board
112 State Street, 4th Floor
Montpelier, VT 05620-2701

1 of Norwich, VT ctboard Member ohn Langhus nergy & Solar onflicts of Interest



Norwich Conflict of Interest Policy was edited and revised by John Langhus



Vermont Public Utility Commission

Frequently-Used Case Forms

- [Advance Notice](#)
- [Consumer Complaint](#)
- [Net-Metering Registration & Application](#)
- [Net-Metering Transfer -- NEW!](#)
- [Petition \(including net-metering petition\)](#)
- [Public Comment](#)
- [Report](#)
- [Tariff](#)

Other Case Forms

- [Request for Accounting Order](#)
- [Cable TV CPG Application](#)
- [Disconnect Notice](#)
- [Energy Savings Account](#)
- [Miscellaneous Admin](#)
- [Rule 5.202](#)
- [Rulemaking](#)
- [Special Contract](#)

Telecommunications Forms

- [Billing Aggregator Registration](#)
- [CMRS Provider Registration](#)

Legacy Case View

Select Action

NM-6406 Date Filed: 07/21/15
REG / Net-Metering CPG Application / LEGACY Solar
Petitioner/Applicant: Springfield Solar I, LLC Solaflect Solar Futures 150.0 Kilowatt
1 Location(s):Springfield

[Commission-Issued Documents](#) [Prefiled Testimony, Exhibits, Affidavits](#) [All Other Documents](#)

Legacy Case - Filed Documents-Portal

Caption: Application of Springfield Solar I, LLC Solaflect Solar Futures for an Certificate of Public Good for an interconnected group net-metered photovoltaic electric power system in Springfield, Vermont. Transfer Notice to New Energy Equity, LLC filed 07/21/2016.

112 State Street
4th Floor
Montpelier, VT 05620-2701
TEL: 802-828-2358



TTY/TDD (VT: 800-253-0191)
FAX: 802-828-3351
E-mail: puc.clerk@vermont.gov
Internet: www.puc.vermont.gov

**State of Vermont
Public Utility Commission**

MEMORANDUM

To: Solaflect Energy

From: Rowan Cornell-Brown, Solar Net-Metering Program Manager **RCB**

Re: PUC Case Number 19-4721-PET – Minor Amendment

Date: January 8, 2020

On November 26, 2019, Solaflect Energy (the “Petitioner”), filed with the Vermont Public Utility Commission (the “Commission”) a notice of a minor amendment for CPG # NM-5156, an approved 150 kW net-metered solar electric power system in Poultney, Vermont (the “Project”).

The amendment proposed would add 112 310-watt modules to the Project, increasing its DC capacity by 34.72 kW. There would be no increase to the AC capacity of the Project. Along with the notice of minor amendment, the Petitioner included a site plan indicating the location of the proposed additional panels, as well as additional information relevant to the net-metering Rule.

On December 5, 2019, I issued a Procedural Order requesting comment from the Department of Public Service and Agency of Natural Resources regarding the proposed amendment’s potential impact on Section 248 criteria and processing the proposed amendment as a minor amendment. The order also suspended the time standards in this proceeding, which prevented the minor amendment from being automatically deemed approved after ten business days. Apart from the Petitioner, no comments were received.

As no objection has been raised, and as more than ten business days have passed since the proposal was filed, the Petitioner may implement the proposed minor amendment.

cc: Parties in PUC Case Number 19-4721-PET

PUC Case No. 19-4721-PET - SERVICE LIST

Parties:

Thera Callahan (for Solaflect Energy)
Solaflect Energy
326 Main Street
Suite 4
Norwich, VT 05055
tcallahan@solaflect.com

Matt Chapman, General Counsel (for Vermont Agency of Natural Resources)
Vermont Agency of Natural Resources
anr.notice@vermont.gov

*James Porter, Director of Public Advocacy (for Vermont Department of Public Service)
Vermont Department of Public Service
DPS-PA@vermont.gov



Vermont Public Utility Commission

Frequently-Used Case Forms

- [Advance Notice](#)
- [Consumer Complaint](#)
- [Net-Metering Registration & Application](#)
- [Net-Metering Transfer -- NEW!](#)
- [Petition \(including net-metering petition\)](#)
- [Public Comment](#)
- [Report](#)
- [Tariff](#)

Other Case Forms

- [Request for Accounting Order](#)
- [Cable TV CPG Application](#)
- [Disconnect Notice](#)
- [Energy Savings Account](#)
- [Miscellaneous Admin](#)
- [Rule 5.202](#)
- [Rulemaking](#)
- [Special Contract](#)

Telecommunications Forms

- [Billing Aggregator Registration](#)
- [CMRS Provider Registration](#)
- [Telecommunications Carrier Merger/ Acquisition](#)

Search Orders

Search Documents-Orders Only-Portal

- Search Documents-Orders Only-Portal

To refine your search, fill in one or more of the fields below before selecting **Search**.

Date Issued to

Case Number

Sub Case Type

Issue Type

Final Order

Title of Order

Party Type

Party Name

Industry

Petition Filing Type

Order Type

Full-text Search

<u>Case Number</u>	<u>Case Caption</u>	<u>Order Type</u>	<u>Title of Order</u>	<u>Final Order</u>	<u>Date Issued</u>	<u>View</u>
NM-6449	Application of Solaflect Solar Futures f or a certificate of public good for an Interconnected 150 kW group net-metered photovoltaic electric power system at 364 Spaulding Road in St. Johnsbury, Vermont	Final Order	Final Order		9/24/15	<input type="button" value="ⓧ"/>

(Non-Dominant)

o Telecommunications Provider CPG Registration

<u>NM-644</u> <u>9</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system at 364 Spaulding Road in St. Johnsbury, Vermont	Net-Metering CPG	Certificate of Public Good	9/24/15	
<u>NM-640</u> <u>6</u>	Application of Springfield Solar I, LLC Solaflect Solar Futures for an Certificate of Public Good for an interconnected group net-metered photovoltaic electric power system in Springfield, Vermont. Transfer Notice to New Energy Equity, LLC filed 07/21/2016.	Order - Other	Order Granting Extension	9/28/16	
<u>NM-640</u> <u>6</u>	Application of Springfield Solar I, LLC Solaflect Solar Futures for an Certificate of Public Good for an interconnected group net-metered photovoltaic electric power system in Springfield, Vermont. Transfer Notice to New Energy Equity, LLC filed 07/21/2016.	Final Order	Final Order	9/24/15	
<u>NM-640</u> <u>6</u>	Application of Springfield Solar I, LLC Solaflect Solar Futures for an Certificate of Public Good for an interconnected group net-metered photovoltaic electric power system in Springfield, Vermont. Transfer Notice to New Energy Equity, LLC filed 07/21/2016.	Net-Metering CPG	Certificate of Public Good	9/24/15	
<u>NM-640</u> <u>5</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Net-Metering Final Order - Amendment	Order Further Amending Certificate of Public Good	9/7/17	
<u>NM-640</u> <u>5</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Certificate of Public Good	Second Amend. of CPG	9/7/17	
<u>NM-640</u> <u>5</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Net-Metering Final Order - Amendment	Amended Final Order	8/18/16	
<u>NM-640</u> <u>5</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Net-Metering CPG - Amended	Amended Certificate of Public Good	8/18/16	
<u>NM-640</u> <u>5</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Final Order	Final Order	9/24/15	
<u>NM-640</u> <u>5</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Net-Metering CPG	Certificate of Public Good	9/24/15	
<u>NM-639</u> <u>3</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Net-Metering Final Order - Amendment	Amended Final Order	8/5/16	

<u>NM-639</u> <u>3</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Net-Metering CPG - Amended	Amended Certificate of Public Good	8/5/16	
<u>NM-639</u> <u>3</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Final Order	Final Order	9/24/15	
<u>NM-639</u> <u>3</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont	Net-Metering CPG	Certificate of Public Good	9/24/15	
<u>NM-639</u> <u>2</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont. Transfer Notice to Solaflect Solar Park IV, LLC deemed approved 01/20/2016	Net-Metering Final Order	Amended Final Order	8/18/16	
<u>NM-639</u> <u>2</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont. Transfer Notice to Solaflect Solar Park IV, LLC deemed approved 01/20/2016	Net-Metering CPG - Amended	Amended Certificate of Public Good	8/18/16	
<u>NM-639</u> <u>2</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont. Transfer Notice to Solaflect Solar Park IV, LLC deemed approved 01/20/2016	Final Order	Final Order	9/24/15	
<u>NM-639</u> <u>2</u>	Application of Solaflect Solar Futures for a certificate of public good for an interconnected 150 kW group net-metered photovoltaic electric power system in St. Johnsbury, Vermont. Transfer Notice to Solaflect Solar Park IV, LLC deemed approved 01/20/2016	Net-Metering CPG	Certificate of Public Good	9/24/15	
<u>NM-619</u> <u>6</u>	Application of Solaflect Solar Park III, LLC for a certificate of public good for a 150 kW interconnected group net-metered photovoltaic electric power system in Lunenburg, Vermont	Final Order	Final Order	8/5/15	

43 results found

[Download CSV](#)

[^ Back to Top ^](#)

[Back](#)

Business Search Result

Business Name	Business ID	Business Type	Principal Business Office Address	Registered Agent Name	Fiscal Year Month	Status
<u>MUNSON SOLAR LLC</u>	0366472	Domestic Limited Liability Company	2530 Riva Rd., Suite 200, Annapolis, MD, 21401, USA	John L Langhus	12	Active
<u>NORM & SUN LLC</u>	0344251	Domestic Limited Liability Company	16 Koch Road, Norwich, VT, 05055, USA	John L Langhus	12	Active
<u>PUTNEY RD BEVERAGE REDEMPTION</u>	0328702	Trade Name	36 Noah Ln, Brattleboro, VT, 05301 - 1056, USA	John L Langhus		Active
<u>RUBICON, LLC</u>	0300537	Domestic Limited Liability Company	517 Union Village Rd, Norwich, VT, 05055, USA	John L Langhus	12	Dissolved
<u>SOGNI D'ORO, LLC</u>	0328640	Foreign Limited Liability Company	517 Union Village Rd, Norwich, VT, 05055, USA	John L Langhus	12	Active
<u>SPRINGFIELD SOLAR I, LLC</u>	0320843	Domestic Limited Liability Company	52 Bridge St, White River Junction, VT, 05001, USA	John L Langhus	12	Dissolved
<u>UVAC SOLAR I LLC</u>	0308571	Domestic Limited Liability Company	52 Bridge St, White River Junction, VT, 05001, USA	John L Langhus	12	Dissolved
<u>WISDOM & POWER LLC</u>	0283002	Domestic Limited Liability Company	517 Union Village Rd, Norwich, VT, 05055, USA	JOHN L. LANGHUS	12	Active

[Back](#)

[Back](#)

Business Information

Business Details

Business Name: MUNSON SOLAR LLC

Business ID: 0366472

Business Type: Domestic Limited Liability Company

Business Status: Active

LLC Subtype: Manager Managed

Did the LLC have members at the time of filing? Yes

Date of Incorporation / Registration Date: 12/31/2019

Fiscal Year Month: 12

NAICS Code: 22-Utilities

NAICS sub code: 114-Solar Electric Power Generation

Designated Office Business Address: 2530 Riva Rd., Suite 200, Annapolis, MD, 21401, USA

Designated Office Mailing Address: 2530 Riva Rd., Suite 200, Annapolis, MD, 21401, USA

Citizenship / Domestic Jurisdiction: Domestic/VT

Last Annual Report Year: 2019

Last Report Filed: 02/27/2020

Next Filing Due Date: 01/01/2021

Principals Information

Name/Title:

Physical Address:

Matthew Hankey/Manager

2530 Riva Rd., Suite 200, Annapolis, MD, 21401 - New, USA

New Energy Equity LLC/Member

2530 Riva Rd., Suite 200, Annapolis, VT, 21401 - New, USA

Registered Agent Information

Name: John L Langhus

Physical Address: 517 Union Village Rd, Norwich, VT, 05055, USA

Mailing Address: 517 Union Village Rd, Norwich, VT, 05055, USA

Agent Type: Individual Person

Trade Name Information

No Trade Name(s) associated to this business.

[Back](#)

[Filing History](#) [Name History](#) [Return to Search](#)



WISDOM & POWER LLC

VIA EMAIL

John Langhus
Wisdom & Power, LLC
517 Union Village Rd.
Norwich, VT 05055
(802) 369-4415
johnlanghus@gmail.com

Ms. Judith Whitney, Clerk
Vermont Public Utility Commission 112 State Street
Montpelier, VT 05702

May 13, 2019

RE: Case No. 19-0855-RULE, Proposed revisions to Vermont Public Utility Commission Rule

5.100 Dear Commissioners:

I am providing these written comments regarding the proposed revisions to Vermont Public Utility Commission Rule 5.100 individually as a citizen of Vermont, an owner of a small business in Vermont and as a member of the Norwich Selectboard. These comments are mine only and do not reflect any policy position of the Norwich Selectboard. I am specifically commenting on Section 5.103's definition of "preferred sites."

Vermont's Net-Metering Rules play an important role in advancing the State's energy goals to increase renewable energy production and reduce greenhouse gas emissions. The current Net-Metering Rules also allow municipalities and regional planning commissions to influence how renewable energy projects are sited, which I believe has been very helpful in grating a greater voice to local populations in energy project siting decisions.

The proposed Rules eliminate the ability of municipalities and regional planning commissions to designate "preferred sites" through a joint letter. With that proposed change, the only ability for municipalities to influence this important designation of preferred sites would be to identify specific preferred site locations in municipal plans. I oppose that change for the following reasons:

1. Enhanced energy plans are valuable, but enhanced energy plans are complicated, and take a long period of time for some municipalities to prepare and adopt. Most municipalities have not yet adopted them. In Norwich we have the benefit of a very active Energy Committee and a professional fulltime Planning Director and we still are in the early stages of adopting such a Plan. This proposed Rule change could negatively impact those municipalities since they would be unable to designate preferred sites in their community.

PROPRIETARY AND CONFIDENTIAL



WISDOM & POWER LLC

2. Many adopted plans do not name specific preferred sites, in some cases in reliance on the ability to seek such designations in the joint letter. Municipal enhanced energy plans are not currently ready to completely replace the function of the preferred site letter.
3. It would be impossible for an enhanced energy plan to foresee all good solar project sites. Once Adopted, enhanced energy plans will be cumbersome to change, especially if incorporated into Town Plans. The preferred site letter provides a complementary process to allow flexibility in considering new facts and new sites that may not have been considered previously.
4. I have found the preferred site letter process to be valuable. It is a tool that encourages coordination between municipalities, regional planning commissions, solar developers and landowners early on in the process. Norwich has engaged in these discussions now for three different sites and I think all constituents have appreciated the availability of this process. I believe that this early coordination has ultimately resulted in better projects, with greater community support.

For these reasons, I respectfully request that the PUC keep the ability to designate preferred sites via a letter from the legislative body, local planning commission and regional planning commission.

The term "letter of support" has caused some confusion in some municipalities. Requiring a "joint letter" has been problematic; see VAPDA's May 13, 2019 letter on these proposed Rules for more discussion about that. Therefore, the SWCRPC respectfully requests that the PUC consider modifying the Rules in Section 5.103 Definitions for "Preferred Site" (7):

"A specific location designated in a duly adopted municipal plan under 24 V.S.A. chapter 117 for the siting of a renewable energy plant or specific type or size of renewable energy plant, provided that the plant meets the siting criteria recommended in the plan for the location; or a specific location that is identified in a joint letter of support from the municipal legislative body and municipal and regional planning commissions in the community where the net-metering system will be located."

Thank you for your consideration.

John Langhus
Owner, Wisdom & Power LLC
Selectboard Member, Norwich VT

NEWS

Town offices in Norwich 1st to go all-solar

The deal is expected to save the town about \$2,000 on its annual electric bill.

ASSOCIATED PRESS

Published 10:27 a.m. ET Apr. 27, 2015 | Updated 10:27 a.m. ET Apr. 27, 2015

NORWICH

The Vermont town of Norwich is now the first community in the state where all municipal buildings get their electricity from the sun through a deal with a local solar provider that sends more power from the sun onto the electric grid than is used in town buildings.

The deal is expected to save the town of about 3,500 about \$2,000 on its \$20,000 annual electric bill for the Town Hall, police and fire station, public works facilities and even the speed limit signs that are spread through the community on the west bank of the Connecticut River just north of White River Junction.

But the financial savings is only a part of the reason the town signed the deal with Solaflect Energy that cost the community no money out of pocket: Norwich is trying to do its part in helping Vermont meet the long-term goal of getting 90 percent of the state's energy from renewable sources by 2050, said Linda Gray, the chairwoman of the town Energy Committee.

"We are going to do our best to make a contribution to these statewide goals," said Gray.

What's happening in Norwich is part of a broader effort by many in Vermont, across the country and the world to find alternative, renewable ways to produce electricity.

"Community leadership by example is an important component to meeting Vermont's renewable energy goals," said Darren Springer, the deputy commissioner of the Vermont Department of Public Service, which sets energy policy for the state.

"When a town powers its municipal buildings with renewable energy, they not only can reduce greenhouse gas emissions and help reduce taxpayer energy costs, they demonstrate the value of clean energy technologies to the broader public," Springer said.

Like most solar projects, the town reaching the 100 percent threshold does not mean those buildings are wired directly from the solar panels that make the electricity when the sun shines. Rather, the town commissioned Solaflect to erect enough solar panels that will feed power onto the regional electric grid to offset the amount that is used by the municipal buildings.

The buildings are still attached to the regional electric grid and when the sun isn't shining they get power from other sources. However, the amount put onto the grid exceeds the amount the town uses.

The town signed the deal with Solaflect in the fall of 2013. The last panels, located in Lunenburg, went online late last year. More panels are located in an industrial section of White River Junction.

The deal cost the town no money out of pocket. Solaflect arranged the financing with help of solar tax credits and the guarantee the town would continue to buy the power.

"The thing with solar compared to say fossil fuels, is solar is all an up-front capital investment and then the operating cost is very minimal and the fuel cost is free," said Solaflect President Bill Bender.

Norwich and Solaflect emphasize they are not selling the renewable energy credits from their projects, as happens with some renewable projects. Credits can be sold by the firms that produce the electricity from renewable sources such as solar to

utilities with few renewable assets of their own so that the utility can claim that an equivalent amount of the power it sells comes from renewable sources.

Bender says the credits can be worth up to 25 percent of the cost of the project.

"The key is it's just truly 100 percent solar," Bender said of the project.

Gray said keeping the credits was important to the town.

"The energy committee was saying ... being involved with a solar project, a renewable project that is retaining the RECs has the most impact," Gray said. "You can argue, you know, that if you do sell the RECs, here's a new solar project going online and you're helping that and that's a good thing, but it's not as good and we wanted it to be really good."

Norwich 1st Vermont community to be 100 percent solar



In this Thursday, April 23, 2015 photo, some of the solar trackers that provide power for the town of Norwich, Vt., face skyward in White River Junction, Vt. Norwich is the first community in the state where all municipal buildings ... more >

By WILSON RING - Associated Press - Sunday, April 26, 2015

NORWICH, Vt. (AP) - The Vermont town of Norwich is now the first community in the state where all municipal buildings get their electricity from the sun through a deal with a local solar provider that sends more power from the sun onto the electric grid than is used in town buildings.

The deal is expected to save the town of about 3,500 about \$2,000 on its \$20,000 annual electric bill for the Town Hall, police and fire station, public works facilities and even the speed limit signs that are spread through the community on the west bank of the Connecticut River just north of White River Junction.

But the financial savings is only a part of the reason the town signed the deal with Solaflect Energy that cost the community no money out of pocket: Norwich is trying to do its part in helping Vermont meet the long-term goal of getting 90 percent of the state's energy from renewable sources by 2050, said Linda Gray, the chairwoman of the town Energy Committee.

TOP STORIES

Barr orders legal action against governors whose COVID-19 actions infringe on civil rights

Chrissy Teigen deletes 60K tweets, blocks 1M; celeb says 'psychopaths' tie her to Ghislaine Maxwell

Poll shows Biden leading in Pa., but finds widespread suspicion of 'secret' Trump voters

"We are going to do our best to make a contribution to these statewide goals," said Gray.

What's happening in Norwich is part of a broader effort by many in Vermont, across the country and the world to find alternative, renewable ways to produce electricity.



"Community leadership by example is an important component to meeting Vermont's renewable energy goals," said Darren Springer, the deputy commissioner of the Vermont Department of Public Service, which sets energy policy for the state.

"When a town powers its municipal buildings with renewable energy, they not only can reduce greenhouse gas emissions and help reduce taxpayer energy costs, they demonstrate the value of clean energy technologies to the broader public," Springer said.

Like most solar projects, the town reaching the 100 percent threshold does not mean those buildings are wired directly from the solar panels that make the electricity when the sun shines. Rather, the town commissioned Solaflect to erect enough solar panels that will feed power onto the regional electric grid to offset the amount that is used by the municipal buildings.

The buildings are still attached to the regional electric grid and when the sun isn't shining they get power from other sources. However, the amount put onto the grid exceeds the amount the town uses.

The town signed the deal with Solaflect in the fall of 2013. The last panels, located in Lunenburg, went online late last year. More panels are located in an industrial section of White River Junction.

The deal cost the town no money out of pocket. Solaflect arranged the financing with help of solar tax credits and the guarantee the town would continue to buy the power.

“The thing with solar compared to say fossil fuels, is solar is all an up-front capital investment and then the operating cost is very minimal and the fuel cost is free,” said Solaflect President Bill Bender.

Norwich and Solaflect emphasize they are not selling the renewable energy credits from their projects, as happens with some renewable projects. Credits can be sold by the firms that produce the electricity from renewable sources such as solar to utilities with few renewable assets of their own so that the utility can claim that an equivalent amount of the power it sells comes from renewable sources.

Bender says the credits can be worth up to 25 percent of the cost of the project.

“The key is it’s just truly 100 percent solar,” Bender said of the project.

Gray said keeping the credits was important to the town.

“The energy committee was saying ... being involved with a solar project, a renewable project that is retaining the RECs has the most impact,” Gray said. “You can argue, you know, that if you do sell the RECs, here’s a new solar project going online and you’re helping that and that’s a good thing, but it’s not as good and we wanted it to be really good.”

SIGN UP FOR DAILY NEWSLETTERS

Submit [Manage Newsletters](#)

Copyright © 2020 The Washington Times, LLC.

Please read our comment policy before commenting.

Vital Communities Groups

[Home](#) [All Groups](#) [Help](#)

norwich@lists.vitalcommunities.org
An email discussion forum for Norwich, VT

[@norwich group](#)

Subscribers: 5122
Owners: Tig Tillinghast
Contact owners

Subscribe
Unsubscribe

Homepage
Archive
Post Message
Calendar
RSS
Shared documents

Language Selection English

Result of your search in the archive norwich:

Search field: 2014-12 - 2014-11 - 2014-10 - 2014-09 - 2014-08 - 2014-07 - 2014-06 - 2014-05 - 2014-04 - 2014-03 - 2014-02 - 2014-01 - 2013-12 - 2013-11 - 2013-10 - 2013-09 - 2013-08 - 2013-07 - 2013-06 - 2013-05 - 2013-04 - 2013-03 - 2013-02 - 2013-01 - 2012-12 - 2012-11 - 2012-10 - 2012-09 - 2012-08 - 2012-07 - 2012-06 - 2012-05 - 2012-04 - 2012-03 - 2012-02 - 2012-01 - 2011-12 - 2011-11 - 2011-10 - 2011-09 - 2011-08 - 2011-07 - 2011-06 - 2011-05 - 2011-04 - 2011-03 - 2011-02 - 2011-01

Parameters of these search make on "solar"
(This sentence, case insensitive and checking on part of word)

Newest messages first

- [Norwich] Reminder: solar info today (Monday), 5:30p, Norwich library -- Mon, 29 Dec 2014 04:05:47 -0800 (PST)
Jonathan Teller-Elsberg <jelsberg@gmail.com>
Solarlect explains how to go solar either with a PV Tracker installed at your property (home or business) or hosted off-site at the Solarlect Community Solar Park. What's the process? What's the financial return? What's the environmental PS: if you are a quick decision maker, there is still time to reserve a \$1,000 subsidy for residential solar from Vermont for solar on your property that is purchased before January 1 and installed up to six months later (i.e., end of Ju
- [Norwich] Reminder: solar info Monday, 5:30p, Norwich library -- Sun, 28 Dec 2014 04:04:21 -0800 (PST)
Jonathan Teller-Elsberg <jelsberg@gmail.com>
Solarlect explains how to go solar either with a PV Tracker installed at your property (home or business) or hosted off-site at the Solarlect Community Solar Park. What's the process? What's the financial return? What's the environmental
- [Norwich] Solarlect Community Solar Park Information, Monday -- Sat, 27 Dec 2014 04:02:41 -0800 (PST)
Jonathan Teller-Elsberg <jelsberg@gmail.com>
The days are growing longer, making this the perfect time to learn about options for going solar, either with an installation at your home or business, or hosted away from your home or business at the Community Solar Park. Young or old
- [Norwich] follow-up on Solar 2014 Reminders -- Tue, 23 Dec 2014 05:01:43 -0800 (PST)
Linda Gray <linda.c.gray@gmail.com>
Last week I posted information about some changes for solar customers as of 1/1/15. If you're planning to go solar soon, you'll save a bit more if you make your move by 12/31.
- [Norwich] Solar 2014 Reminders -- Wed, 17 Dec 2014 04:02:40 -0800 (PST)
Linda Gray <linda.c.gray@gmail.com>
The 2014 Norwich totals for homes going solar now stands at 43 -- hip, hip, hooray!
- Re: [Norwich] Amazon.com will donate to the Haven & more 1% news -- Sun, 7 Dec 2014 18:42:02 -0800 (PST)
Jonathan Teller-Elsberg <jelsberg@gmail.com>
In other 19 Days / 1 % News... Solarlect Energy, designers, manufacturers, and installers of the solar tracker that you've surely seen cropping up around town at many homes, is participating. It's hard to get more local than a product ma
- [Norwich] Vermont - Leading the Fight Against Climate Change During the Holidays -- Sat, 6 Dec 2014 05:39:40 -0800 (PST)
Bill Bender <bbender@solarlect.com>
But there is hope. The good news is that solar will reach grid parity (equal price) in 36 states by 2016 even with the 30% federal tax credit disappearing. The International Energy Agency projects that solar will be the world's single large
- [Norwich] Day 5 of The 19 Days of Norwich, 1% for the Haven -- Fri, 5 Dec 2014 14:53:10 -0800 (PST)
Dan Fraser <Dan@danandwhits.com>
10) Today the first Solarlect Community Solar Park tracker sale as part of the 19 Days / 1% push occurred- Very exciting! Clean and Green energy helping The Haven.
- [Norwich] 12/9 forum: Financing Your Home Energy Work -- Mon, 1 Dec 2014 03:10:02 -0800 (PST)
Linda Gray <linda.c.gray@gmail.com>
In addition, special low interest rates are available for households at certain income levels. For example, a family of 4 earning almost \$64,000 would qualify for a NO-interest loan; earning almost \$80,000, the interest rate would be just
- Re: [Norwich] Solarize Norwich wrap-up -- Thu, 20 Nov 2014 03:02:22 -0800 (PST)
Linda Gray <linda.c.gray@gmail.com>
Jonathan Teller-Elsberg wrote to point out that "though the energy committee is refocusing on weatherization, that doesn't mean that the ability to go solar is 'closed for the season.' Anyone in Norwich who is interested in going solar can

10 hits on message Body
6 hits on message Subject field

[Continue search](#)

[New search](#)

Based on Marc-Search, search engine of MHonArc archives

[Return to archive 2020-07](#)

Norwich, Vermont

Community Power

By *George Harvey*

News has come that the town of Norwich, Vermont has achieved a remarkable goal. All of its municipal buildings are powered 100% from local solar power. The town will immediately benefit by a reduction in costs of electricity of about \$2000 per year, and once the cost of the system is paid down, its electricity will be practically free, saving \$20,000 per year.

The solar system was installed by Solaflect, a local manufacturer of an inventive solar tracking system that reduces system costs. While it is certain Norwich is the first community in Vermont to have 100% of its municipal power from solar power, Bill Bender, CEO of Solaflect, believes it may in fact be the first in New England.

Bender wants to be very clear on what it means to be renewably powered. We live in an era when credit for being renewable can be bought and sold in the form of renewable energy credits (RECs). Many organizations, especially utilities, face legal requirements that some percentage of their power come from renewable sources. If they cannot produce enough renewable energy themselves, they buy RECs from those who can. This encourages others who might otherwise not do so to produce renewable energy and sell RECs. Bender's point is that if you have solar power and you sell the RECs, you are selling the right to take credit for the renewable nature of the power you produce.

Norwich, in creating the power it uses from renewable sources, is creating RECs. Because the town wants to take credit for the power it creates, it retires the RECs it creates rather than selling them. So, the town buildings of Norwich really are 100% powered by renewable sources. The decision to retire the RECs was considered by the Energy Committee and approved by the town government.

Linda Gray, who is on the Norwich Energy Committee, says the committee has spent years pushing solar systems. The first thing they did to get the municipal buildings powered by solar was to look into having some organization both finance and install solar photovoltaics. This proved unsuccessful, because it did not produce a good enough deal for the town.

The committee wanted not only to reduce the carbon footprint of the town, but to reduce its costs. While a solar system that had its RECs retired was part of the process, a way had to be found to do it economically. By doing its own financing and working with Solaflect, the committee was able to accomplish what it had set out to do for the town's buildings.

The committee has pushed the community into Solarize campaigns for some time. The elementary school and the town library, neither of which is a municipal building, have both moved toward renewable solar power. The committee has also enabled local organizations and businesses to have and use solar power. One organization that has worked on this is Dan and Whit's general store, whose array of twenty panels was installed by Renew Solar.

The municipal system in Norwich is not the first accomplishment of the town's Energy Committee, nor will it be the last. We offer congratulations and look forward to the next development.

Thanks to our sponsor:

WHIT'S



Solaflect dual axis suspension PV trackers were used to make clean, renewable energy for the town buildings in Norwich, Vermont. Photo courtesy of Solaflect.

Re: Net Metering Agreement Question

July 12, 2020 at 7:14 AM

From Linda Gray

To Douglas Wilberding

Cc Thera Callahan

Doug - answers noted below...

On Sat, Jul 11, 2020 at 5:12 PM Douglas Wilberding <wilberding@me.com> wrote:

Linda,

Quick questions on the Agreement between the Town and Solaflect.

1. Can you tell me the location of the panels?

I believe the solar installations from which the Town now receives net-meter credits are in two locations: Lunenburg and St Johnsbury; I've cc'd Thera Callahan of Solaflect, who can correct me if I've got it wrong.

2. Was there an addendum to show the actual location of the 39 panels since they were not installed on the Farrell land as shown on Exhibit A? If so, please provide a copy of the Addendum.

I don't know of an Addendum.

3. What was the "commissioning date" of the site?

I believe that the Town began receiving net-meter credits in December 2014; again, Thera can correct that if it's wrong.

Thank you

Doug


Re: Selectboard Meeting 7/22/2020 Agenda Item Request

July 16, 2020 at 10:09 AM

From Linda Gray

To Herb Durfee

Cc Douglas Wilberding, Miranda Bergmeier, Claudette Brochu, John Langhus, Mary Layton, Rob Gere, Roger Arnold, Bill Bender

 GrNetMeter... Solaflect.pdf 1.36 MB

The agreement is attached for your reference, and the section that Mr. Wilberding is referring to is on the Customer Purchase Option, which first comes into play 8 years after the commissioning date (when the solar panels began operation and net-meter credits began going to the Town), which was December 2014.

Under this provision, the Town has the option to purchase the solar panels at "Fair Market Value," and the first date that could happen would be December 2022, then every three years after.

I have previously alerted Herb to this as an upcoming item to work on, and suggest that the process of determining Fair Market Value be undertaken during 2021. This might be a suitable task for the Finance Committee, the Energy Committee, or a combination. Having the information in hand by early 2022 would seem like a workable timetable.

Linda Gray
Norwich Energy Committee

On Wed, Jul 15, 2020 at 5:50 PM Herb Durfee <HDurfee@norwich.vt.us> wrote:

Hi, Doug. Just as a suggestion, you might consider reaching out to the Energy Committee, specifically Linda Gray. She has the institutional knowledge of that whole project and the net metering arrangement.

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: Douglas Wilberding [mailto:wilberding@me.com]
Sent: Wednesday, July 15, 2020 1:43 PM
To: Claudette Brochu; Mary Layton; Rob Gere; Roger Arnold; John Langhus
Cc: Herb Durfee; Miranda Bergmeier
Subject: Selectboard Meeting 7/22/2020 Agenda Item Request

I respectfully request the Norwich Selectboard discuss the September 10, 2013 Group Net Metering Agreement between the Town of Norwich and Solaflect Energy, LLC. Specifically Section 9 (d) page 7 - purchase option and Exhibit A - Description of Solar Power Facility.

Please consider making this a formal agenda item.

Thank you

Doug Wilberding
1329 Turnpike Road - Norwich

4

Herb Durfee

From: Linda Gray <linda.c.gray@gmail.com>
Sent: Thursday, July 16, 2020 10:09 AM
To: Herb Durfee
Cc: Douglas Wilberding; Miranda Bergmeier; Claudette Brochu; John Langhus; Mary Layton; rgere@mac.com; Roger Arnold; Bill Bender
Subject: Re: Selectboard Meeting 7/22/2020 Agenda Item Request
Attachments: GrNetMeterAgreement 2013 Solaflect.pdf

The agreement is attached for your reference, and the section that Mr. Wilberding is referring to is on the Customer Purchase Option, which first comes into play 8 years after the commissioning date (when the solar panels began operation and net-meter credits began going to the Town), which was December 2014.

Under this provision, the Town has the option to purchase the solar panels at "Fair Market Value," and the first date that could happen would be December 2022, then every three years after.

I have previously alerted Herb to this as an upcoming item to work on, and suggest that the process of determining Fair Market Value be undertaken during 2021. This might be a suitable task for the Finance Committee, the Energy Committee, or a combination. Having the information in hand by early 2022 would seem like a workable timetable.

Linda Gray
Norwich Energy Committee

On Wed, Jul 15, 2020 at 5:50 PM Herb Durfee <HDurfee@norwich.vt.us> wrote:

Hi, Doug. Just as a suggestion, you might consider reaching out to the Energy Committee, specifically Linda Gray. She has the institutional knowledge of that whole project and the net metering arrangement.

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: Douglas Wilberding [mailto:wilberding@me.com]

Sent: Wednesday, July 15, 2020 1:43 PM

To: Claudette Brochu; Mary Layton; Rob Gere; Roger Arnold; John Langhus

Cc: Herb Durfee; Miranda Bergmeier

Subject: Selectboard Meeting 7/22/2020 Agenda Item Request

I respectfully request the Norwich Selectboard discuss the September 10, 2013 Group Net Metering Agreement between the Town of Norwich and Solaflect Energy, LLC. Specifically Section 9 (d) page 7 - purchase option and Exhibit A - Description of Solar Power Facility.

Please consider making this a formal agenda item.

Thank you

Doug Wilberding

1329 Turnpike Road - Norwich

Re: Town of Norwich solar

July 14, 2020 at 2:21 PM

From Bill Bender

To Douglas Wilberding

Cc "radams@solalect.com"

Hi Doug,

We are mostly working remotely, so I don't have easy access to our files. I believe that the Town gets power from a field in Lunenburg and the one in St. Johnsbury that you are part of. What is your interest?

Bill

Bill Bender
President
Solalect Energy

bbender@solalect.com
Tel: 802-649-3700
Cell: 802-522-0702
www.solalect.com

From: Douglas Wilberding <wilberding@me.com>

Sent: Tuesday, July 14, 2020 10:54 AM

To: Bill Bender <bbender@solalect.com>

Subject: Re: Town of Norwich solar

Thanks.

What is the official commissioning date?

Are the panels in Lunenburg technically? In Solalect park I?

Doug Wilberding

On Jul 14, 2020, at 9:13 AM, Bill Bender <bbender@solalect.com> wrote:

Hi Doug,

Thanks for your question about the Group Net Metering Agreement with the Town. This agreement was made over a year before a field was finally built. There were numerous meetings with the Town Manager, the energy committee and the Selectboard in the following year about the changes in plans, but it appears that there was a mutual mistake and the agreement was never amended. The model changed during this time from a tax equity financed solar field to a community solar field where the equipment was sold, so there is no field for the Town to purchase. The Town receives group net metering credits from the modules you (and others) own in St. Johnsbury, and saves 7.1% on its electricity expense. Twenty percent of the credits from your modules goes to the Town, and the proceeds in turn pay the operating expenses at the solar field such as mowing, snow plowing, taxes, and maintenance.

Best regards,

Bill

Bill Bender
President
Solalect Energy

bbender@solalect.com
Tel: 802-649-3700
Cell: 802-522-0702
www.solalect.com

**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 acknowledgments, 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:

Benny Murray
Witness

By: [Signature]
Its Duly Authorized Agent

SERVICE PROVIDER:

[Signature]
Witness

By: William H. Bender
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.

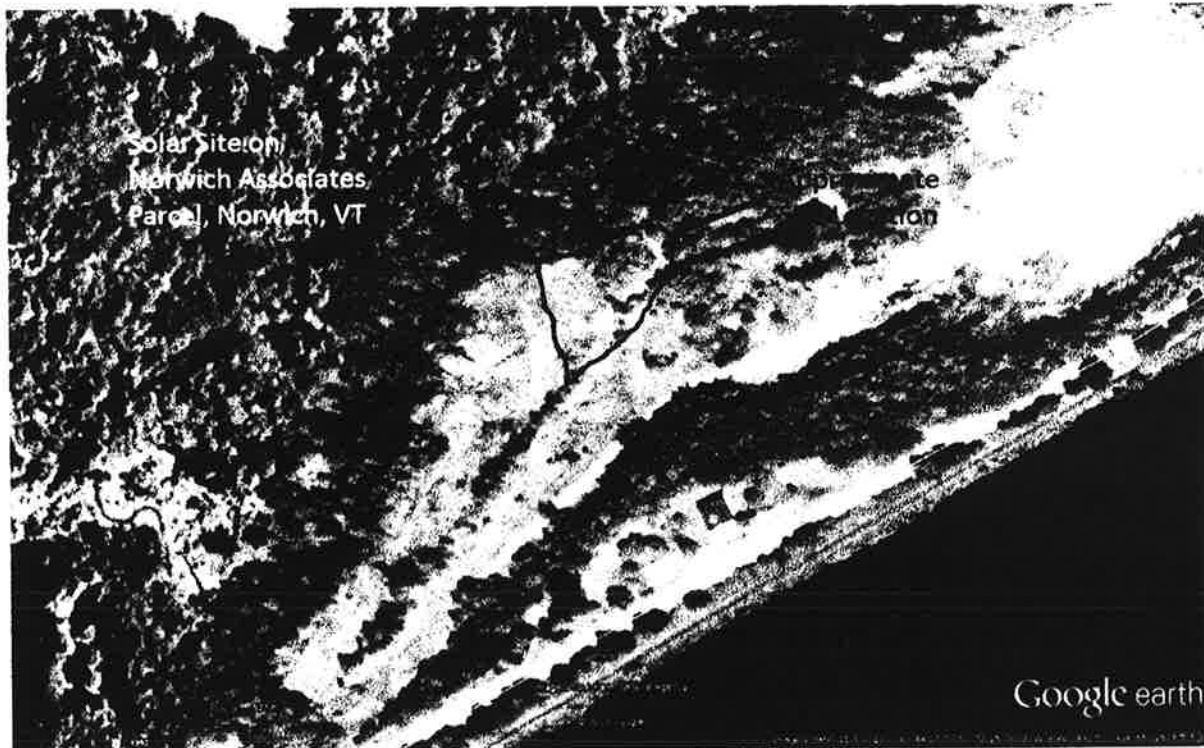


Exhibit B

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.



**Margo Avery Trust
297 Tucker Hill Rd
Norwich, VT 05055**

TO: Persons and Entities Entitled to Notice Pursuant to Public Utility Commission Rule 5.107(B) (See Enclosed List)

**RE: Margo Avery Trust Proposed Net-Metered Solar Project in Norwich, VT
45-Day Notice of Application to be filed with Vermont Public Utility Commission**

DATE: June 25, 2020

Dear Interested Persons and Entities,

Pursuant to 30 V.S.A. §§ 8010 and 248 and Public Utility Commission Rule 5.107(B), O'Meara Solar(installer), on behalf of Margo Avery Trust(owner), is submitting the following pre-application notice concerning its proposed 29.4 kilowatt (kW) net-metered solar project ("the Project"), to be sited on a parcel of land located off Tucker Hill Road, Norwich, Vermont.

I. Introduction

We are preparing to file an application for a Certificate of Public Good ("CPG") with the Vermont Public Utility Commission ("Commission"), requesting approval to install and operate a 29.4 kW (alternating current or "AC") solar electric generation facility in Norwich, Vermont (the "Project"). We are developing this net-metering project as a "Preferred Site" (item 9) under Commission Rule 5.103.

The Project will be a net-metered facility interconnected to the Green Mountain Power ("GMP") electric distribution system, and will produce power to offset the electricity requirements of the property .

The remainder of this letter briefly describes: (1) plans for construction and operation of the Project, including how equipment and materials will be transported to the site; (2) expected benefits of the Project; (3) a preliminary assessment of impacts; (4) the expected date an application will be filed with the Commission; and (5) the rights of persons and entities receiving this notice to comment on the Project in accordance with Commission Rule 5.107(B).

II. Project Description and Construction Plans

The Project will be located on a portion of their approximately 111 acre parcel of land off Tucker Hill Road, Norwich, Vermont, and owned by Margo Avery Trust. See Location Map and Site Plan, Attachment A.

The 29.4 kW solar electric generation facility will consist of approximately 96 solar modules (315 Watt) each mounted on fixed metal racks, string inverters, electrical collector system components consisting of underground conduit, wire, AC combiner panel, and AC disconnects. The Project proposes to install the system disconnect, upgraded service equipment and inverters on a pedestal near the secondary transformer located on the west side of the driveway, northeast of the main residence.

The site was chosen based upon its solar exposure, accessibility to existing roads and distribution lines, aesthetics, and its minimal impacts on natural resources and the character of the area. The proposed project site is uneven, rocky land not suitable for tilling, and is otherwise unusable for agriculture.

The project parcel is not subject to any Act 250 permits.

The attached site plan represents the current preferred layout. The final layout to be applied for may vary somewhat based upon further engineering, environmental, and other siting considerations. However, the final layout will fall within the overall site area where environmental and other impacts have been evaluated for the purposes of this 45-day notice.

The basic parameters of the site plan include the following working assumptions:

- The parcel on which the solar site will be located can be accessed from the existing driveway.
- Construction will be performed in accordance with the Vermont Standards & Specifications for Erosion Prevention and Sediment Control (2006).
- Year-round daily access to the array is not required. No on-site septic or water supply systems will be constructed. The solar project's energy production will be monitored remotely and, if any abnormal conditions are detected, technicians will be dispatched as required.

Site Access & Equipment Delivery

Standardized trucking methods will be used to transport the panels and other project components (e.g. racking, wire, conduit, and construction materials) to the site. Typical tractor trailer/box truck vehicles and/or pick-up trucks will be used to transport materials to the site for construction. The Project will not require any oversized loads. The existing driveway coming off Tucker Hill Road will be used for bringing in all construction-related equipment and machinery. Construction equipment will likely include a post-drilling machine, a rough terrain forklift or similar equipment to lift the panels in place and to move material around the site. An excavator will be used to install underground electrical wiring.

Solar Panels and Electrical Collection System

The Project will utilize (96) 315-watt solar panels, or the equivalent, mounted at a fixed angle of 30 (±) degrees to maximize solar collection. The bottom of the solar panels will be at approximately three feet above existing grade and the top at approximately 12 feet above grade.

The array will be arranged in approximately 3 rows running east-west. The rows will be connected via underground electrical cable in conduit to string inverters at the array, which convert the electricity from DC to AC. The AC outputs from the six individual inverters will combine in a 200A service panel, and from there connect to a meter/disconnect near the existing 400A service secondary transformer. The interconnection will happen at the existing customer owned secondary transformer on the west side of the existing driveway.

The modules are Hanwha QCELL G5 315W Black modules, the inverters are 3 x SMA SB 6.0, and 3 x SMA SB 3.8. The racking is still being determined, but will be pile based, and have 5-6 piles per row.

III. Project Benefits

The Project will provide a number of benefits to Norwich and the state, including but not be limited to:

- Energy, and energy cost, savings for property.
- Payment of state educational and municipal property taxes.
- Purchasing equipment from Vermont businesses, when commercially feasible.
- Employing Vermont businesses for pre-application, construction, and operation and maintenance work, when commercially feasible.

In addition to these economic benefits, the proposed solar electric facility will also result in important environmental benefits. The 2016 Vermont Comprehensive Energy Plan set a goal for the State to receive 90% of its energy from renewable resources by the year 2050, and solar power is needed to meet that goal. The solar energy produced by this Project will result in less electricity needed in the New England region from plants that likely use fossil fuel or nuclear energy. It will emit no air pollutants (including CO₂) in generating electricity, and thus could help in a small but measurable way to reduce global climate change, acid rain, and the negative public health effects associated with the use of fossil fuel and the waste storage challenges presented by nuclear energy production.

IV. Preliminary Impact Assessment

Based upon our initial review including the use of the State's environmental databases, the Project will either avoid or not cause undue adverse impacts to environmental resources, and will not create public health or safety concerns. Key elements include the following:

- The Project will not impact any wetlands, streams, or other sensitive environmental resources.
- The Project will be designed to meet electric safety and utility interconnection standards for safe and reliable operation of solar electric facilities.
- The Project will require no new municipal services and will not pose undue burdens on town fire, police, or water/sewer services. The Project will not impact the ability of the town to provide educational services.
- The project will be located on marginal, uneven land that is non-tillable due to the land's slope, and bedrock content.

With respect to aesthetic impacts, the Project site is located several hundred feet from any roads, adjoining property lines, and nearby residences. The array is on a southern slope, and has trees to the north, east and west that make it hard to see from the driveway or house. The array site has been approved by the landscape architect, Shepard Butler Landscape Associates, for optimal aesthetics.

V. Expected Petition Filing Date with Vermont Public Utility Commission

We will file a Section 8010 application and supporting materials with the PUC soon after the 45-day notice period expires, approximately Aug. 10, 2020.

VI. Comments and Inquiries Concerning the Project

At this juncture, if you have any questions or comments concerning the Project please feel free to contact us as follows:

Darren O'Meara
O'Meara Solar
PO Box 151
West Topsham, VT 05086
802-522-2381
omearasolar@gmail.com

We hope that you will support this Project, given the benefits it will provide to the property, the town and the state, and given its extremely limited impacts. You will have an opportunity to file comments with the Public Utility Commission once the application for a certificate of public good is filed. In the meantime, I invite you to contact me with any questions or comments you have, as we welcome your input and suggestions to make this a successful project.

Sincerely,
Darren O'Meara
O'Meara Solar
omearasolar@gmail.com

Enclosures:

List of Persons and Entities Receiving Notice
Attachment A – Location Map, Site Plan

**Margo Avery Trust – Proposed Solar Project in Norwich, VT
List of Persons and Entities Receiving 45-Day Notice of the Application**

By ePUC:

Vermont Public Utility Commission
112 State Street, 4th floor
Montpelier, VT 05620-2701
(1 hard copy via first class mail)

Vermont Agency of Agriculture,
Food and Markets
116 State Street
Montpelier, VT 05602

Vermont Division for Historic Preservation
1 National Life Drive, # 6
Montpelier, VT 05620

Vermont Agency of Natural Resources
Secretary's Office
1 National Life Dr., Davis 2
Montpelier, VT 05620-3901

Vermont Public Service Department
Commissioner's Office
112 State Street, 3rd Floor
Montpelier, VT 05620-2601

Green Mountain Power
68-70 Merchants Row
Rutland, VT 05701

By certified mail:

Town of Norwich
Select Board
300 Main Street
PO Box 376
Norwich, VT 05055

Two Rivers-Ottawaquechee Regional
Commission
128 King Farm Road
Woodstock, VT 05091

Town of Norwich
Planning Commission
300 Main Street
PO Box 376
Norwich, VT 05055

Adjoining Landowners (by certified mail)

Parcel 09-022.110

1219 Bragg Hill Rd.
Benjamin & Christianna Morley
1219 Bragg Hill Road
Norwich, VT 05055

Parcel 09-022.130

1305 Bragg Hill Rd.
Laura & John Guest
1305 Bragg Hill Road
Norwich, VT 05055

Parcel 09-022.200

295 Tucker Hill Road
William L. Kitchel III
709 Pennstone Road
Bryn Mawr, PA 19010

Parcel 09-026.000

256 Tucker Hill Road
Stanton & Jennifer Williams, Trustees
256 Tucker Hill Road
Norwich, VT 05055

Parcel 09-027.000

222 Tucker Hill Road
John & Margarita Severinghaus
222 Tucker Hill Road
Norwich, VT 05055

Parcel 09-043.000

1208 Bragg Hill Rd.
Brian & Erica Dade
1208 Bragg Hill Road
Norwich, VT 05055-9592

Parcel 09-043.100

1282 Bragg Hill Rd.
Frederik & Sophia Crawford
PO Box 482
Norwich, VT 05055

Parcel 09-048.000

Upper Valley Land Trust
19 Buck Road
Hanover, NH 03755

Parcel 09-050.00

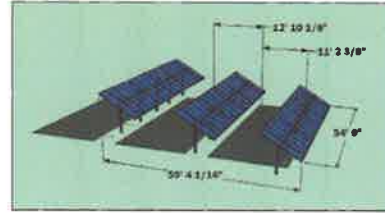
414 Burton Woods Road
Guarino Terino, Et Als
c/o Jerry A. Terino
1017 NH Route 4A
Enfield, NH 03784



LOCATION MAP
SCALE: 1" = 3500'



INTERMEDIATE LOCUS
SCALE: 1" = 1000'



PROPOSED ARRAY LAYOUT
NOT TO SCALE

NOTES:

- ASPECTS OF THIS PLAN ARE APPROXIMATE AND DERIVED FROM AERIAL PHOTOGRAPHY (2016 PHOTO).
- THE HORIZONTAL COORDINATE SYSTEM IS BASED ON NAD83 VERMONT STATE PLANE COORDINATES, ZONE 4600. THE VERTICAL DATUM IS NAVD 88.
- EXISTING GROUND CONTOURS ARE BASED ON A TOPOGRAPHIC SITE PLAN DATED 17 JULY 2018 AS PROVIDED BY SHEPPARD BUTLER LANDSCAPE ARCHITECTS.
- THIS IS NOT A BOUNDARY SURVEY. THE PARCEL BOUNDARIES SHOWN HEREON ARE BASED ON THE TAX MAPS OF THE TOWN OF NORWICH.
- LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY. CONTRACTOR SHALL CONTACT DUG-SAFE PRIOR TO COMMENCING ANY EARTH DISTURBING ACTIVITIES.

PROJECT INFORMATION

CURRENT USE OF PROPERTY

- THE PROPOSED ARRAY IS TO BE LOCATED IN AN EXISTING UNUSED AND OVERGROWN PASTURE.

CLEARING

- THREE INDIVIDUAL TREES AND AN ADDITIONAL 1000 sq. ft. OF BRUSH AND TREE REMOVAL.

DISTURBED SOIL

- ELECTRICAL SERVICE & PEDESTALS = 2740 sq. ft.
- ARRAY FOOTPRINT = 3235 sq. ft.
- TOTAL = 5975 sq. ft.

PRIMARY AGRICULTURAL SOIL (PAS)

- NO P.A.S. EXISTING IN THE VICINITY OF THE PROJECT.

WETLANDS AND/OR WET AREAS

- NO MAPPED WETLANDS OR OBSERVED WET AREAS EXIST IN THE VICINITY OF THE PROJECT.

IMPERVIOUS AREA

- NO IMPERVIOUS SURFACES ARE PROPOSED.

EROSION CONTROL

- THE CONTAINED EXCAVATION (TRENCHING) NECESSARY FOR THE INSTALLATION OF THE ELECTRICAL SERVICE LINE AND THE ARRAY FOOTINGS REQUIRE NO EROSION CONTROL MEASURES.
- MATERIAL STOCKPILES, IF ANY, WILL BE SURROUNDED BY SILT FENCE IF TO BE LEFT UNWORKED MORE THAN 5 DAYS.
- FINAL DISTURBED SURFACES WILL BE SEEDED AND MULCHED OR OTHERWISE RESTORED TO THE EXISTING CONDITION.

ELECTRICAL SERVICE

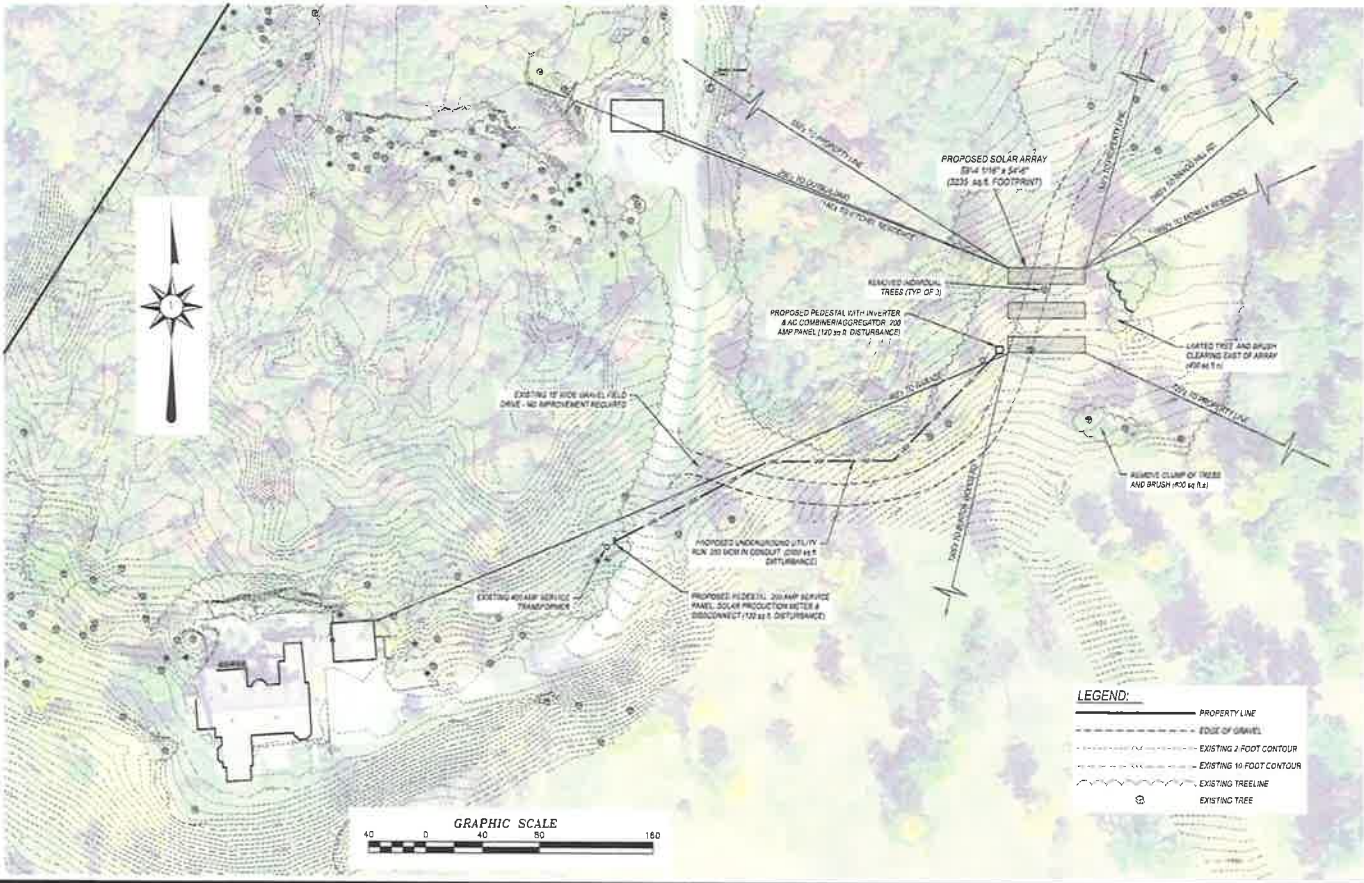
- THE EXISTING 400 AMP ELECTRICAL SERVICE TO THE RESIDENCE IS ADEQUATE TO SERVE THE PROPOSED NET-METERED PROJECT.
- A 200 AMP SERVICE LINE FROM THE EXISTING RESIDENTIAL SERVICE TO THE ARRAY ALONG WITH APPROPRIATE INVERSION, METERING AND DISCONNECTION EQUIPMENT, WILL BE INSTALLED.

LIGHTING (LANDSCAPING & FENCING)

- NO LIGHTING, LANDSCAPING OR FENCING IS PROPOSED.

ACT 250 JURISDICTION

- NO ACT 250 JURISDICTION IS ATTACHED TO THE SUBJECT PROPERTY.



PROPERTY INFORMATION

OWNER: MARGO AVERY TRUST
SHONDA RHIMES, TRUSTEE

ADDRESS: 297 TUCKER HILL ROAD
NORWICH, VT 05055

SPAN: 450-142-13219

REV	DESCRIPTION	DATE
	REVISIONS	



SITE PLAN
PROPOSED SOLAR ARRAY
MARGO AVERY TRUST
297 TUCKER HILL ROAD NORWICH, VERMONT

DATE	1/24/2024	PROJECT NO.	25055-2024
DRAWN BY	CORCORAN, D.C.	CHECKED BY	CORCORAN, D.C.

521 North Main Street, Suite 1
Norwich, VT 05055
(802) 479-1420

Surveyors & Septic
Designers, Inc

July 8, 2020

To Those Persons Whose Names Appear
on the Service List Attached Hereto



Re: 20-1655-NMP – Notice of Complete Petition for Petition of Norwich Turnpike Solar LLC

Norwich Turnpike Solar LLC (the “Applicant”) is sending this letter to notify you that on June 12, 2020, the Applicant filed an application with the Vermont Public Utility Commission (“Commission”) requesting approval of a 150 kW (AC) photovoltaic group net-metering system in Norwich, Vermont (the “Project”). On July 7, 2020, the Commission deemed the application administratively complete.

In accordance with Commission Rule 5.107(E) and the Commission’s order, the Applicant is providing you with this notice and a complete copy of the application. In addition, we inform you that the Commission has commenced the 30 day comment period. The period for filing public comments, notices of intervention, motions to intervene, and requests for hearing will end on August 6, 2020.

For information on the Commission, please refer to: <http://puc.vermont.gov/document/citizen-guide-public-utility-commission>. For information on public participation through public comment or intervention, please refer to: <http://puc.vermont.gov/document/public-participation-and-intervention-proceedings-public-utility-commission> and <http://puc.vermont.gov/document/net-metering-procedures>

For access to all documents in this case, using the above case number, please see <http://epuc.vermont.gov>.

Cordially yours,

PAUL FRANK + COLLINS P.C.

Kimberly K. Hayden

Enclosures

Service List

Norwich Selectboard
P.O. Box 376
Norwich, VT 05055

Norwich Planning Commission
P.O. Box 376
Norwich, VT 05055

Two Rivers Ottauquechee Regional
Planning
128 King Farm Road
Woodstock, VT 05091

Farwell/Mead Rev Liv Trust
Edith F Farwell & Jan W Mead Trustees
645 Turnpike Rd
Norwich, VT 05055

Upper Valley Land Trust
19 Buck Rd
Hanover, NH 03755

Michael and Amy Staggs
608 Turnpike Rd
Norwich, VT 05055

Harrison Whitecloud
1506 Terry Hill Rd
Fairlee, VT 05045

KIMBERLY K. HAYDEN
khayden@pfclaw.com

Filed via ePUC

June 26, 2020

Judith Whitney, Clerk
Vermont Public Utility Commission
112 State Street, 4th Floor
Montpelier, VT 05620-2701

Re: Petition of Norwich Turnpike Solar, LLC for a Certificate of Public Good Pursuant to 30 V.S.A. §§ 248 and 8010, authorizing Construction of a 150 kW (AC) Photovoltaic Group Net-Metering System at 645 Turnpike Road, Norwich, Vermont

Dear Ms. Whitney:

On behalf of Norwich Turnpike Solar, LLC (“Applicant”), included herewith please find an application and supporting materials pursuant to 30 V.S.A. §§ 248 and 8010 and Vermont Public Utility Commission (“Commission”) Rule 5.107, for a Section 248 Certificate of Public Good to construct a 150 kW AC net-metered solar photovoltaic generation facility at 645 Turnpike Road, Norwich, Vermont, the (“Project”). This filing includes the following:

- Cover Letter
- Notice of Appearance
- Certification re Rule 5.107(E) Service Requirements
- Certification re Rule 5.107(B) Advance Notice
- Application for Certificate of Public Good
- Proposed Findings and Order
- Proposed Certificate of Public Good
- Prefiled Testimony and Exhibits
- Affidavits from Witnesses Sponsoring Testimony and Exhibits
- ANR Fee Form
- DPS Fee Form
- PUC Checklist

(4)

DRAFT Minutes of the Selectboard Meeting of
Wednesday, July 8, 2020 at 6:30 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; Herb Durfee, Town Manager; Miranda Bergmeier, Assistant to the Town Manager.

There were about 5 people in the audience.

Also participating: Omer Trajman, Linda Cook, Cheryl Lindberg, Bonnie Munday, Police Chief Jennifer Frank, Linda Gray.

1. Approval of Agenda. Selectboard (SB) members agreed to absorb agenda #11 (Tech Upgrade Report) into the Town Manager's report.
2. Public Comment. No public comments were offered.
3. Consent Agenda. Layton asked to pull the 6/25/2020 minutes out of the consent agenda. Gere **moved** (2nd Layton) to approve the consent agenda, excluding the 6/25/2020 minutes. **Motion passed (4 yes, Brochu abstained)**. After brief discussion, SB members agreed to approve the minutes with corrections suggested by Brochu, except for her suggestion to delete language about the "possible emergency fund". Layton **moved** (2nd Langhus) to approve the 6/25/2020 minutes as discussed. **Motion passed unanimously**.
4. 1. Appointments – Finance Committee. SB members and Omer Trajman discussed the length of Finance Committee terms and agreed that terms are for 3 years, per the Finance Committee charge. Linda Cook said that she would like to join the Finance Committee and she has extensive experience working with town budgets. Cook said that she can bring historic knowledge to the committee. Cheryl Lindberg said that she thinks Cook will make an excellent addition to the Finance Committee. Layton **moved** (2nd Langhus) to appoint Linda Cook to the Finance Committee for a 3-year term to **expire** on June 30, 2023. **Motion passed unanimously**.
5. Special Town Meeting. Layton said that she had attended the recent BCA meeting and provided information discussed at that meeting. Layton said there were about 415 absentee ballots requested thus far. The BCA developed a plan to do mobile voting at the Norwich transfer station. The workers will have PPE and there will be traffic control. After the voting, the locked ballot boxes will be returned to Tracy Hall for tabulation. Arnold asked about how we will handle the online informational meeting on August 10, 2020. Layton said that the BCA did not discuss that because it is not within their purview. The informational meeting is the SB's responsibility. Bonnie Munday said that people will vote in their cars, driving through and putting their ballots into boxes. Because people will be in their own cars, there will be no worry about extra cleaning or distancing. Police Chief Jennifer Frank asked if other locations were considered. Munday said they chose the Transfer Station because it allows for a one-directional traffic pattern. The BCA hopes that most people will get absentee ballots, and will not need to come to the drive-through voting. Munday said they are sending out absentee ballots as quickly as possible. Munday asked the SB to mention the new polling location as often as possible. SB members discussed options for the August 10th informational meeting via Zoom.
6. Regional Energy Coordinator (REC) Update. Langhus said that the steering committee to which he was appointed was supposed to consult and participate in the hiring decision for the REC.

Langhus said that this did not happen, however. Instead, TRORC took control of the process. Langhus is disappointed in this, but doesn't necessarily recommend rejecting the proposed agreement. Durfee said one good thing in the agreement is that Norwich gets a larger number of work hours from the REC, given the larger amount of money the town is contributing to the REC wages relative to the other communities involved, but Norwich doesn't need another energy audit. Arnold would like to see some revisions to the proposed contract. Layton said it doesn't seem like a good contract for Norwich. Brochu agreed. Arnold suggested that we have the Norwich representative on the steering committee (John Langhus) relay to TRORC the SB's suggestions and questions about the proposed contract. Linda Gray said that she isn't on the steering committee, but she was on the planning committee that worked to develop the REC concept. Gray said there are other things that an REC can do that would help Norwich, rather than another energy audit. SB members agree not to approve the contract as presented and to ask Langhus to bring the SB's questions and concerns to TRORC and the other steering committee members.

7. 1. Fund Balance Policy. Layton **moved** (2nd Gere) to hear as a 1st Reading to amend the currently adopted Fund Balance Reserve Policy contained in the Town Master Financial Policy as presented. **Motion passed unanimously.**

7. 2. Tax Collection Policy. Brochu asked when a town decides to go to tax sale on a delinquent taxpayer. Durfee said it is at the discretion of the delinquent tax collector. Brochu said she wants the SB policy on delinquent taxes to spell out what needs to be done so that it will be clear; Durfee agreed. SB members discussed the need for a clear policy. Layton **moved** (2nd Gere) to hear as a 1st Reading to amend as a "strike all" the currently adopted Tax Collection Policy and Procedure as presented and amended, and to schedule the 2nd Reading with possible adoption on July 22, 2020. **Motion passed unanimously.**

7. 3. Policy on Posting of Police Standards. Layton **moved** (2nd Langhus) to hear as a 1st Reading for the adoption of a Policy on Posting of Police Standards as presented and amended, and to schedule the 2nd Reading with possible adoption on July 22, 2020. Arnold said that the version of the policy in the packet is different from the last meeting. Arnold, Durfee, and Chief Frank met this afternoon to discuss the draft policy; specifically, what language to use. Arnold said he appreciated the conversation and found it very helpful. They still need to address the issue of training. Chief Frank said she agrees with Arnold's summary of the conversation. Arnold said he wants to make a change to the motion. Layton then withdrew the motion; Langhus concurred. After brief discussion, SB members agreed to make the same motion again. Layton **moved** (2nd Langhus) to hear as a 1st Reading for the adoption of a Policy on Posting of Police Standards as presented and amended, and to schedule the 2nd Reading with possible adoption on July 22, 2020. **Motion passed unanimously.**

8. Penalty for Non-Compliance with Homestead Declaration. Langhus and Arnold agreed they are in favor of eliminating the penalty. Layton said she supports keeping it. Cheryl Lindberg said she supports keeping the penalty because there is substantial work for town staff when someone is late in filing. A new tax bill has to be generated and mailed, as one example. Another reason to keep the penalty is that, in Norwich, there is a built-in incentive not to file one's homestead declaration, because the non-residential tax rate is lower than the residential rate. The penalty helps to encourage people to comply with the filing requirement. Langhus said he sees this as overly punitive. Lindberg said there is an appeal process if someone is charged the penalty. Arnold said the SB can look at lowering the penalty rate. Durfee said the state statute lists particular circumstances that qualify as hardships for a successful appeal. Langhus suggested the SB cut the penalty in half to 4%. Layton **moved** (2nd Brochu) to re-affirm the current 8% penalty for non-compliance with the Homestead Declaration requirement. **Motion passed 3 to 2 (no- Arnold, Langhus).**

9. Town Manager Report. Layton suggested that the Blue Ribbon committee mentioned in the TM report be a listening group so that citizens can come forward. Durfee said he wants to provide that opportunity. Arnold said that he believes the makeup of the group is inherently flawed; he suggested that it not include town employees. Brochu asked about the reference to the ladder truck in the Fire Chief's report. She would like to talk to the TM about that at another time. Brochu also asked TM to find out why we haven't done any culvert work and report back to the SB.

10. Pavement Marking. Durfee said that pavement marking will happen in high-priority areas only. Layton **moved** (2nd Langhus) to authorize the expenditure of up to \$24,988.40 for pavement marking and to authorize the Town Manager to execute a contract with L&D Safety Marking to complete that work. **Motion approved unanimously.**

11. Tech Upgrade Report and Recommendations. Durfee said he and Gere have met and have decided to break the project into smaller projects, rather than try to do the upgrades all at once. This will need to be planned as part of the next fiscal year's budget. Durfee wants to have more discussion with the SB about plans for this issue.

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

Meeting adjourned at 9:11 pm.

By Miranda Bergmeier

Approved by the Selectboard on _____, 2020

Claudette Brochu
Selectboard Chair

Next Meeting – July 22, 2020 – Meeting at 6:30

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

From: claudette brochu <cbrochu30@gmail.com>
Sent: Tuesday, July 14, 2020 10:52 PM
To: Miranda Bergmeier
Subject: minutes 7/8/20 correction

Under 7-1:

7. 1. Fund Balance Policy. Layton moved (2nd Gere) to hear as a 1st Reading to amend the currently adopted Fund Balance Reserve Policy contained in the Town Master Financial Policy as presented. Motion passed unanimously.

Change to: Layton moved (2nd Gere) to adopt the Fund Balance policy contained in the Town Master Financial Policy as amended. Motion passed unanimously.

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..

07/17/20
12:38 pm

Town of Norwich Accounts Payable
Check Warrant Report # 20-02 Current Prior Next FY Invoices For Fund (General)
All Invoices For Check Acct 03 (General) 07/22/20 To 07/22/20

4

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ROBERT HA	07/07/20	ACCONTEMPS Finance contract help 56030674	01-5-200112.00 FINL ASSISTANT WAGE	1920.41	9184	07/22/20
ROBERT HA	07/14/20	ACCONTEMPS Finance contract help 56058906	01-5-200112.00 FINL ASSISTANT WAGE	1164.90	9184	07/22/20
ADVANCE	06/29/20	ADVANCE AUTO PARTS DPW - supplies 1491	01-5-703507.00 SUPPLIES	14.36	9185	07/22/20
ADVANCE	06/26/20	ADVANCE AUTO PARTS truck service 4653	01-5-703403.00 PARTS & SUPPLIES	34.52	9185	07/22/20
ADVANCE	06/29/20	ADVANCE AUTO PARTS DPW shop supplies 6033	01-5-703507.00 SUPPLIES	195.83	9185	07/22/20
ADVANCE	06/25/20	ADVANCE AUTO PARTS Trk 3 6299	01-5-703405.00 PETROLEUM PRODUCTS	111.25	9185	07/22/20
BAYSTATE	07/01/20	BAY STATE ELEVATOR CO. July 2020 maintenance 536572	01-5-706107.00 ELEVATOR MAINTENANCE	270.40	-----	--/--/--
TRUSSELL	06/27/20	BEN TRUSSELL purchase of boots FY20-21BOOTS	01-5-704311.00 UNIFORMS	153.00	-----	--/--/--
BESTSEPT	04/01/20	BEST SEPTIC SERVICE, LLC TS porta potty 20504	01-5-705500.00 PURCHASED SERVICES	130.00	9186	07/22/20
BESTSEPT	07/01/20	BEST SEPTIC SERVICE, LLC TS porta potty 21871	01-5-705500.00 PURCHASED SERVICES	130.00	9186	07/22/20
SWENBR	07/16/20	BRIE SWENSON Rec equip FY 19-20 REC CAMP SUM	01-5-425211.00 EQUIPMENT	444.68	-----	--/--/--
SWENBR	07/16/20	BRIE SWENSON Rec - Restart grant REC SUM CAMP	01-5-425350.10 VT Recreation Restart Gra	225.63	-----	--/--/--
BUSINESS	06/17/20	BUSINESS CARD Rec - Restart grant BASS PRO	01-5-425350.10 VT Recreation Restart Gra	476.84	9187	07/22/20
CAMEROTA	06/25/20	CAMEROTA TRUCK PARTS Trk 3 tranny work 4076777	01-5-703403.00 PARTS & SUPPLIES	2750.00	9188	07/22/20
CAMEROTA	06/25/20	CAMEROTA TRUCK PARTS Trk 3 4076778	01-5-703403.00 PARTS & SUPPLIES	108.13	9188	07/22/20
CAMEROTA	06/26/20	CAMEROTA TRUCK PARTS Trk 3 parts 4076796	01-5-703403.00 PARTS & SUPPLIES	26.67	9188	07/22/20
CANON	06/29/20	CANON SOLUTIONS AMERICA, copier Apr - Jun 20 maint 4033246160	01-5-275620.00 PHOTOCOPIER	215.08	9189	07/22/20
CASELLA	07/01/20	CASELLA WASTE SERVICES TS zero, glass, compost 572727	01-5-705308.00 FOOD WASTE DISPOSAL	562.29	-----	--/--/--
CASELLA	07/01/20	CASELLA WASTE SERVICES TS zero, glass, compost 572727	01-5-705305.00 RECYCLING	2706.17	-----	--/--/--
CASELLA	07/01/20	CASELLA WASTE SERVICES TS compactor 572728	01-5-705303.00 MUNICIPAL SOLID WASTE	4404.35	-----	--/--/--
LINDBERG	07/08/20	CHERYL A LINDBERG Lister - postage POSTAGE - 1	01-5-300538.00 POSTAGE	6.44	9190	07/22/20
WILDCH	07/09/20	CHRISTINA WILD Rec - camp CAMP SUMMER	01-5-425211.00 EQUIPMENT	46.55	9191	07/22/20
CINTAS	06/24/20	CINTAS CORPORATION first aid supplies 5018088513	01-5-703507.00 SUPPLIES	175.43	9192	07/22/20
EYEMED	06/21/20	COMBINED INSURANCE CO OF July 2020 bill 164389115	01-2-001126.00 VISION SERV PLAN-PAYROLL	154.32	9193	07/22/20
COMCAST	07/06/20	COMCAST TH July 2020 bill JULY 2020	01-5-275632.00 SERVER MAINTENANCE	19.95	9194	07/22/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
COMCAST	07/01/20	PSF - phone/Internet JULY 2020-1	01-5-485238.00 PHONE & INTERNET	430.57	9194	07/22/20
COMCAST	06/20/20	26 New Boston FY20-21 JUNE 26 NBR	01-5-703505.00 TELEPHONE	98.42	9194	07/22/20
COMCAST	06/20/20	26 New Boston June 2020 JUNE 26 NEW	01-5-703505.00 TELEPHONE	15.16	9194	07/22/20
CRYSTAL	06/23/20	DPW & TS water 062320	01-5-703507.00 SUPPLIES	12.00	-----	--/--/--
CRYSTAL	06/23/20	DPW & TS water 062320	01-5-705500.00 PURCHASED SERVICES	12.00	-----	--/--/--
D&W	07/09/20	DAN & WHIT'S GENERAL STOR wasp spray 6105210	01-5-703507.00 SUPPLIES	13.98	9195	07/22/20
EVANSMOTO	07/15/20	EVANS GROUP, INC. diesel 402 gal 10111	01-5-703405.00 PETROLEUM PRODUCTS	625.31	-----	--/--/--
EVANSMOTO	06/29/20	EVANS GROUP, INC. gas 750 gals 9707	01-5-703405.00 PETROLEUM PRODUCTS	1443.54	-----	--/--/--
FOGGS	07/07/20	FOGG'S HARDWARE AND BUILD paint 141/6	01-5-703507.00 SUPPLIES	6.99	9196	07/22/20
FOGGS	07/08/20	FOGG'S HARDWARE AND BUILD patch pot holes 163/6	01-5-703513.00 TOOLS	56.92	9196	07/22/20
FOGGS	07/09/20	FOGG'S HARDWARE AND BUILD mailbox post 232/6	01-5-703403.00 PARTS & SUPPLIES	39.99	9196	07/22/20
FOGGS	07/10/20	FOGG'S HARDWARE AND BUILD sidewalk patch 319/6	01-5-703211.00 ASPHALT PRODUCTS	50.07	9196	07/22/20
FOGGS	07/16/20	FOGG'S HARDWARE AND BUILD B & G gas cans 656/6	01-5-704413.00 TOOLS	64.97	9196	07/22/20
FOGGS	06/26/20	FOGG'S HARDWARE AND BUILD DPW - part 883146	01-5-703511.00 REPAIRS & MAINTENANCE	9.99	9196	07/22/20
FOGGS	07/01/20	FOGG'S HARDWARE AND BUILD TH door repair 883503	01-5-706113.00 REPAIRS & MAINTENANCE	5.88	9196	07/22/20
FREIGHTNH	07/14/20	FREIGHTLINER OF NEW HAMPS Trk 8 LP308512	01-5-703403.00 PARTS & SUPPLIES	2.87	9197	07/22/20
NOYES GAR	07/02/20	GARY NOYES Umpire fee - baseball GSUA	01-5-425214.00 REFERREE/UMPIRE	430.00	9198	07/22/20
GMPC	06/25/20	GREEN MOUNTAIN POWER CORP Main St Tower JUNE # 3	01-5-575233.00 TOWER POWER	12.27	9199	07/22/20
GMPC	06/30/20	GREEN MOUNTAIN POWER CORP 319 Main St Solar JUNE # 4	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	21.54	9199	07/22/20
GMPC	06/30/20	GREEN MOUNTAIN POWER CORP 111 Turnpike EV Charge JUNE # 5	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	26.00	9199	07/22/20
GMPC	06/30/20	GREEN MOUNTAIN POWER CORP 26 New Boston Rd JUNE # 6	01-5-703501.00 ELECTRICITY	65.45	9199	07/22/20
GMPC	06/24/20	GREEN MOUNTAIN POWER CORP Main St P7 sign JUNE # 7	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	26.44	9199	07/22/20
GMPC	06/29/20	GREEN MOUNTAIN POWER CORP Street Lights JUNE #2	01-5-703307.00 STREETLIGHTS	1101.30	9199	07/22/20
HAUN	07/01/20	HAUN WELDING SUPPLY, INC. June Ox rental V074753	01-5-703507.00 SUPPLIES	21.70	-----	--/--/--
HOMEDEPOT	06/25/20	HOME DEPOT CREDIT SERVICE DPW & TH 50615	01-5-275610.00 OFFICE SUPPLIES	244.86	9200	07/22/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
HOMEDPOT	06/25/20	HOME DEPOT CREDIT SERVICE DPW & TH 50615	01-5-703511.00 REPAIRS & MAINTENANCE	329.00	9200	07/22/20
HOMEDPOT	06/25/20	HOME DEPOT CREDIT SERVICE DPW AC 50623	01-5-703511.00 REPAIRS & MAINTENANCE	329.00	9200	07/22/20
VANARMANJ	07/04/20	JAY VANARMAN 5 bales of hay HAY 6/9/20	01-5-703209.00 CULVERTS & ROAD SUPPLIES	25.00	9201	07/22/20
ME MUNICI	04/30/20	MAINE MUNICIPAL ASSOCIATI Online ad for finance 1000299555	01-5-005540.00 ADVERTISING	75.00	9202	07/22/20
MODERN	06/29/20	MODERN CLEANERS & TAILORS PD uniform cleaning 1453	01-5-500583.00 UNIFORMS CLEANING	60.25	9203	07/22/20
NEMRC	06/30/20	NEW ENGLAND MUNI RESOURCE Finance contract help 45965	01-5-200112.10 FINANCE OFFICER WAGE	367.50	9204	07/22/20
NRRA	06/27/20	NORTHEAST RESOURCE RECOVE TS - recycle 020-73784	01-5-705305.00 RECYCLING	140.00	9205	07/22/20
NORFIREDI	07/07/20	NORWICH FIRE DISTRICT Cem Apr - Jun 2020 2nqtr CEM 2ND QTR	01-5-675232.00 WATER	132.30	9206	07/22/20
NORFIREDI	07/07/20	NORWICH FIRE DISTRICT PSF 2nd qtr water PSF 2ND QTR	01-5-485232.00 WATER USAGE	197.22	9206	07/22/20
NORFIREDI	07/07/20	NORWICH FIRE DISTRICT Rec water 2nd qtr REC 2ND QTR-	01-5-425332.00 WATER USAGE	82.30	9206	07/22/20
NORFIREDI	07/07/20	NORWICH FIRE DISTRICT 300 main st water TH 2ND QTR	01-5-706100.00 WATER USAGE	142.30	9206	07/22/20
NORHISTOR	06/24/20	NORWICH HISTORICAL SOCIET NHPC podcastCLG 19 004 NHPC # 3	01-5-350416.00 HIST PRES GRANT	3045.00	-----	---/--
OSSIPEE	06/26/20	OSSIPEE MOUNTAIN ELECTRON PD- radar equip 3920626	01-5-500117.00 GOVERNOR'S HWY SAFETY GRA	3864.50	-----	---/--
PITNEY	07/15/20	PITNEY BOWES postage for meter POSTAGE -1	01-5-275538.00 POSTAGE	2000.00	9207	07/22/20
ROYCO	06/23/20	ROYCO DISTRIBUTORS INC restock oil/labels 149217	01-5-703405.00 PETROLEUM PRODUCTS	598.45	9208	07/22/20
ROYCO	06/26/20	ROYCO DISTRIBUTORS INC DPW restock 149328	01-5-703405.00 PETROLEUM PRODUCTS	121.50	9208	07/22/20
SABIL	06/23/20	SABIL & SONS INC truck inspection 88075	01-5-703401.00 OUTSIDE REPAIRS	75.00	9209	07/22/20
SOLAFLECT	07/15/20	SOLAFLECT SOLAR PARK I, L July 2020 - monthly bill JULY 20	01-5-706101.00 ELECTRICITY	780.28	-----	---/--
SOLAFLECT	07/15/20	SOLAFLECT SOLAR PARK I, L July 2020 - monthly bill JULY 20	01-5-703501.00 ELECTRICITY	67.85	-----	---/--
SOLAFLECT	06/30/20	SOLAFLECT SOLAR PARK I, L FY19-20 recon TRUE UP 20	01-5-706101.00 ELECTRICITY	-513.39	-----	---/--
SOLAFLECT	06/30/20	SOLAFLECT SOLAR PARK I, L FY19-20 recon TRUE UP 20	01-5-703501.00 ELECTRICITY	-44.64	-----	---/--
SOLAIV	06/30/20	SOLAFLECT SOLAR PARK IV, FY 19-20 recon 20-TRUE UP	01-5-485233.00 ELECTRICITY	752.74	-----	---/--
SOLAIV	06/30/20	SOLAFLECT SOLAR PARK IV, FY 19-20 recon 20-TRUE UP	01-5-500204.00 SPEED SIGNS	204.14	-----	---/--
SOLAIV	06/30/20	SOLAFLECT SOLAR PARK IV, FY 19-20 recon 20-TRUE UP	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	127.59	-----	---/--
SOLAIV	06/30/20	SOLAFLECT SOLAR PARK IV, FY 19-20 recon 20-TRUE UP	01-5-705501.00 ELECTRICITY	191.39	-----	---/--

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
SOLAIV	07/15/20	SOLAFLECT SOLAR PARK IV, 2007-01	July 2020 bill for solar 01-5-485233.00 ELECTRICITY	531.00	-----	--/--/--
SOLAIV	07/15/20	SOLAFLECT SOLAR PARK IV, 2007-01	July 2020 bill for solar 01-5-500204.00 SPEED SIGNS	144.00	-----	--/--/--
SOLAIV	07/15/20	SOLAFLECT SOLAR PARK IV, 2007-01	July 2020 bill for solar 01-5-705501.00 ELECTRICITY	135.00	-----	--/--/--
SOLAIV	07/15/20	SOLAFLECT SOLAR PARK IV, 2007-01	July 2020 bill for solar 01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	90.00	-----	--/--/--
SOUTHWORT	06/23/20	SOUTHWORTH-MILTON, INC. 1975231	supplies - DPW 01-5-703405.00 PETROLEUM PRODUCTS	89.58	9210	07/22/20
RICHARDSO	07/08/20	TAD RICHARDSON 1899	server work 01-5-275632.00 SERVER MAINTENANCE	262.50	9211	07/22/20
TARRANT	06/30/20	TARRANT, GILLIES & RICHA 13950	Prof serv 01-5-005300.00 PROFESS SERV	1893.33	9212	07/22/20
TOP STITC	07/06/20	TOP STITCH EMBROIDERY, IN 396903	Rec - hats 01-5-425208.00 TEE SHIRT/HAT	667.00	-----	--/--/--
TREND	07/02/20	TREND BUSINESS SOLUTIONS 51215	tax bill paper 01-5-200610.00 OFFICE SUPPLIES	156.43	9213	07/22/20
TWORIVERS	06/30/20	TWO RIVERS - OTTAUQUECHEE 20-166	Local Haz Mitigation Plan 01-5-575800.00 Haz Mitigation Plan (FEM	5804.37	9222	07/22/20
TWORIVERS	06/30/20	TWO RIVERS - OTTAUQUECHEE 20-176	Tigertown Rd Culvert 01-5-703714.00 VT Trans - TAP Grant (Tig	1366.38	9214	07/22/20
UNIFIRST	06/29/20	UNIFIRST CORPORATION 35 4497600	DPW uniforms 01-5-703507.00 SUPPLIES	87.65	-----	--/--/--
UNIFIRST	06/29/20	UNIFIRST CORPORATION 35 4497600	DPW uniforms 01-5-703311.00 UNIFORMS	217.20	-----	--/--/--
UNIFIRST	06/29/20	UNIFIRST CORPORATION 35 4497911	B & G uniforms 01-5-704311.00 UNIFORMS	76.78	-----	--/--/--
UNIFIRST	07/06/20	UNIFIRST CORPORATION 35 4499594	DPW uniforms 01-5-703311.00 UNIFORMS	217.20	-----	--/--/--
UNIFIRST	07/06/20	UNIFIRST CORPORATION 35 4499594	DPW uniforms 01-5-703507.00 SUPPLIES	87.65	-----	--/--/--
UNIFIRST	07/06/20	UNIFIRST CORPORATION 35 4499904	DPW uniforms 01-5-704311.00 UNIFORMS	76.78	-----	--/--/--
UNIFIRST	07/13/20	UNIFIRST CORPORATION 35 4501538	DPW uniforms 01-5-703311.00 UNIFORMS	223.14	-----	--/--/--
UNIFIRST	07/13/20	UNIFIRST CORPORATION 35 4501538	DPW uniforms 01-5-703507.00 SUPPLIES	87.65	-----	--/--/--
UNIFIRST	07/13/20	UNIFIRST CORPORATION 35 4501836	B & G uniforms 01-5-704311.00 UNIFORMS	76.78	-----	--/--/--
UNITED	06/29/20	UNITED COMMUNICATIONS COR P44559	parts 01-5-704403.00 PARTS & SUPPLIES	442.96	9215	07/22/20
UVEQUIPME	06/08/20	UPPER VALLEY EQUIPMENT RE 100624	DPW - trans jack 01-5-703513.00 TOOLS	70.00	9216	07/22/20
VALLEYNEW	06/20/20	VALLEY NEWS 295570	Ref# 44317 pave mark ad 01-5-703313.00 PAVING	59.50	9217	07/22/20
VLS	07/08/20	VERMONT LIFE SAFETY, LC 39276	Fire alarm comm issues 01-5-706105.00 ALARM MONITORING	125.00	9218	07/22/20
VTMUNI	07/01/20	VERMONT MUNICIPAL ASSESSO 1217	June 2020 Assessor bill 01-5-300300.00 PROFESS SERVICES	2285.80	-----	--/--/--

All Invoices For Check Acct 03 (General) 07/22/20 To 07/22/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
VLCTPACIF	06/23/20	WC payroll audit 31346	01-5-800520.00 WORKER'S COMP INS	5990.00	9219	07/22/20
WBMASON	06/18/20	Listers cleaning supplies 211289399	01-5-300610.00 OFFICE SUPPLIES	36.99	-----	--/--/--
WBMASON	06/25/20	TS ink for copier 211473356	01-5-705403.00 PARTS & SUPPLIES	52.54	-----	--/--/--
WBMASON	07/02/20	TH trash bags 211681533	01-5-706109.00 BUILDING SUPPLIES	293.98	-----	--/--/--
WBMASON	07/07/20	TH clock 211733114	01-5-706113.00 REPAIRS & MAINTENANCE	12.54	-----	--/--/--
WBMASON	07/10/20	TC supplies 211903547	01-5-050610.00 OFFICE SUPPLIES	180.11	-----	--/--/--
WBMASON	07/13/20	TC & TM 211939850	01-5-005610.00 OFFICE SUPPLIES	28.99	-----	--/--/--
WBMASON	07/13/20	TC & TM 211939850	01-5-050610.00 OFFICE SUPPLIES	59.68	-----	--/--/--
EARTHLINK	07/01/20	Phone June 2020 72773024	01-5-275531.00 TELEPHONE	38.97	9220	07/22/20
EARTHLINK	07/01/20	Phone June 2020 72773024	01-5-350531.00 TELEPHONE	38.99	9220	07/22/20
EARTHLINK	07/01/20	Phone June 2020 72773024	01-5-300531.00 TELEPHONE	38.99	9220	07/22/20
EARTHLINK	07/01/20	Phone June 2020 72773024	01-5-425127.00 TELEPHONE	38.99	9220	07/22/20
EARTHLINK	07/01/20	Phone June 2020 72773024	01-5-200531.00 TELEPHONE	38.99	9220	07/22/20
EARTHLINK	07/01/20	Phone June 2020 72773024	01-5-705505.00 TELEPHONE	35.76	9220	07/22/20
EARTHLINK	07/01/20	Phone June 2020 72773024	01-5-005531.00 ADMIN TELEPHONE	38.99	9220	07/22/20
EARTHLINK	07/01/20	Phone June 2020 72773024	01-5-100531.00 TELEPHONE	38.99	9220	07/22/20
WRIGHTS	06/23/20	Mulch for Womens Garden JUNE 23, 20	01-5-704201.00 GARDEN SUPPLIES & PLANTS	180.00	9221	07/22/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
--------	--------------	---------------------------------------	---------	-------------	--------------	------------

Report Total

56852.88

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 \$ ****56,852.88
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

OPEN POSITIONS Town Committes & Boards

The Norwich Selectboard seeks applicants for open positions on several Town boards and committees. Full descriptions of these positions are available on the Norwich website at <http://norwich.vt.us/wp-content/uploads/2013/03/PositionDescriptions2016.pdf>.

Interested Norwich residents should submit an application to the Town Manager’s office at manager-assistant @ Norwich.vt.us (remove spaces before emailing). The application is available on the Town website @ <http://norwich.vt.us/wp-content/uploads/2012/06/NorwichApplicationForm2.pdf>.

The following positions are open:

Agent to Prosecute & Defend Suits	One seat to expire in March 2021
Development Review Board	Three alternate seats to expire in April 2023
Finance Committee	Two seats to expire in June 2023
Grand Juror	One seat to expire in March 2021
Solid Waste Committee	Four seats (staggered terms – 2 & 3 years)
Trustees of Public Funds	One seat – interim appointment
Two Rivers Ottauquechee Regional Commission	One seat to expire in April 2021 One alternate seat to expire in April 2021

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

5.1

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

Name: EMMANUEL TESONE

Address: 428 HAWK PINE RD, NORWICH VT 05055

Day phone: 603.556.8265

Evening phone:

E-mail: ETESONE@GMAIL.COM

Position Applied For: FINANCE COMMITTEE

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

Terms: 1

Years: 3

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

Evening: (Yes No Morning: (Yes No

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

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

I have over 20 years of finance industry experience in investment banking, private equity investing, and chief financial officer management roles.

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'm a current member of the Board of Trustees of the Norwich Public Library.

5. Education and Current Employment

Name of Company: EMRT LLC

Location: LEBANON, NH

Title: OWNER

Describe your work:

DISTRIBUTION OF CERAMIC AND POTTERY SUPPLIES

6. Pertinent Education and/or Experience:

MBA, Harvard Business School

BS, McIntire School of Commerce, University of Virginia.

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

07/09/2020

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

5.1

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

Name: Libby Chamberlin

Address: 12 Elm Street

Day phone: 802-356-9460

Evening phone: same

E-mail: libby.chamberlin@gmail.com

Position Applied For: Finance Committee

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

Terms: none

Years: -

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

Evening: (Yes No Morning: (Yes No

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

See comments.

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

Master of Public Policy - George Washington University

Professional internship in state and local fiscal policy

Former staff for Senator Sanders

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:

n/a

5. Education and Current Employment

Name of Company: Center on Budget and Policy Priorities Location: Washington DC (remote)

Title: Intern

Describe your work:

Track state budgetary changes, track Unemployment Insurance claims, provide technical

6. Pertinent Education and/or Experience:

MPP - 2020

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

Comments:

I have recently returned to Norwich after 5 years living in DC, and want to use my skills to give back to the community that has given me so much. I would like to be considered for this position, even with the possibility that I might need to return to DC if I get a job.

I'm hopeful that I could still serve Norwich on the Finance Committee remotely.

Signature

Date

Libby Chamberlin

7/13/2020

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

5.2

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

Name: Rod Francis

Address: Planning & Zoning Tracy Hall

Day phone:

Evening phone:

E-mail: norwichvtplanner@gmail.com

Position Applied For: TRORC Commissioner

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:

No

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

More than 20 years of experience with VT Regional Planning Commissions

Deep familiarity with TRORC mission

Able to represent Norwich to TRORC effectively (eg. 2020 Plan approval)

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:

VT Planners Association (VPA) Executive Committee

5. Education and Current Employment

Name of Company: Town of Norwich

Location: Norwich

Title: Planning Director

Describe your work:

Operate the Norwich Planning & Zoning office,

Implement the policies and actions of the 2020 Town Plan

6. Pertinent Education and/or Experience:

More than 20 years working for, working with, and being a Commissioner on a VT

Regional Planning Commission

PHD Economic Geography

7. Do you feel there could be *any conflict of interest* with your personal beliefs, occupation or employer in serving on this board, commission or committee? (Yes

No). If yes, please explain:

I have no pecuniary interest in the operation of TRORC, my income is in no way

related to the decisions of other member towns or the individuals that serve them

Comments:

Signature

Date

07/14/2020

5.3

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: Matthew William Stuart

Address: 191 Tigertown Road

Day phone: 802 281 0781

Evening phone: 802 281 0781

E-mail: Tigertownfarm@gmail.com

Position Applied For: Development review board

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

Terms:

Years:

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

Evening: (Yes No Morning: (Yes No

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

no

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

Developed multiple properties in the Upper Valley and have owned in Norwich

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:

no current other appointments

5. Education and Current Employment

Name of Company: Tigertown Farm LLC

Location: 191 Tigertown Road

Title: Founder and Co-owner

Describe your work:

Farming and property development

6. Pertinent Education and/or Experience:

Bachelor of Arts in Philosophy from Providence College 2010

Property owner on route 5 in Wilder and on Tigertown in Norwich

Development/carpentry contractor and husband to a garden design contractor

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:

Available to speak in person and elaborate on my interest and credentials

Signature

Matthew William Stuart

Date

7/10/20

(6)

**Town Facilities Energy Proposal
March 2020 Town Meeting
Article 8 FAQ**

What is the proposal?

It's to authorize spending up to \$2.05 million on energy-related upgrades to Tracy Hall and the garages for the fire and public works departments.

Most of the money (\$1.8 million) would be spent on Tracy Hall; more than half of that is associated with providing the building (for the first time) a complete ventilation and cooling system. The balance is for installing a ground-source heat pump system that would provide both heating and cooling; switching to efficient lighting; adding direct digital controls for building mechanical and electrical systems; and air sealing and insulating the attic.

For the two garages, the project includes \$133,500 to switch to efficient lighting and to make them part of the direct digital control system.

Why is this work being proposed now?

In 2018 the Energy Committee started work on updating the 2010 energy audit of Tracy Hall. In 2019 Town voters approved an article directing that Town operations reduce their use of fossil fuels "beginning at a rate of no less than 5% per year starting in the 2019-20 fiscal year and continuing until they are eliminated entirely."

There are two reasons to start with Tracy Hall on the fossil-fuel reduction: 1) non-fossil fuel alternatives are currently available for buildings but not for the Town's large vehicles, and 2) Tracy Hall by itself accounts for about 15% of the Town's fossil fuel use.

In addition, Tracy Hall's current oil boiler is nearing the end of its life; if it were to fail, it would have to be replaced quickly and that would lock the facility into fossil-fuel heating for another 25 years.

Why are ground-source heat pumps with geothermal wells being recommended?

Given that the goal is to eliminate fossil fuel use, there are three options for building heat: wood, air-source heat pumps, and ground-source heat pumps.

Of the three, using ground-source heat pumps with geothermal wells has the most potential benefits:

- it fits the best on the site
- it has the least operational cost
- it is dual-purpose: it can both heat and cool (same for air-source heat pumps)
- it has the least requirements for active maintenance
- it involves no combustion

The project would result in a 35% reduction in total energy use in Tracy Hall; 32% for all three buildings combined.

What's the tax impact?

If the project is financed over 20 years, the tax rate would increase about 1.5 cents. The addition to one's tax bill would range from about \$45 for a \$300,000 property, to about \$90 for a \$600,000 property, to about \$150 for a \$1 million property.

Go to necVT.org for the “Information Hub” web page—including a chart showing the estimated tax impact for various property values, and the estimated property tax credit for households with incomes under \$47,000.

Is all the expense for ventilation at Tracy Hall really necessary?

Most of the building now relies on passive ventilation (i.e., open windows), which is not a guaranteed or controllable source for outside air for a large building. Tracy Hall does not currently comply with building codes; as a “grandfathered” building, this is allowed. Anything other than a simple replacement of the oil boiler would require that the building meet Vermont Commercial Building Energy Standards, including ventilation and cooling.

An actual ventilation system designed for the building would support energy conservation and enable building controls and equipment to be maximized for efficiency and dependability.

While there are some existing ventilation systems in the basement, they cannot be upgraded to include heat recovery, are not designed to work with the digital control system proposed, and reusing them will not result in a smart, well regulated, efficient building. The air intakes of the current system are right at grade line, next to the parking lot; the proposal would elevate them for better air quality.

Who is the energy consultant advising on this proposal?

It’s Energy Efficient Investments, Inc. (EEI), a performance contractor based in Merrimack, NH. In Vermont, EEI has worked with many school districts, including Bennington, Addison Northwest, and Mill River. EEI is under contract with the City of Manchester, NH, for energy improvements and upgrades for the city’s 85 structures including 24 schools, ten fire stations, and city hall. The firm has extensive experience evaluating and improving the energy operations for buildings of all types and sizes.

EEI was chosen through a Request for Qualifications process in July-August 2019. EEI staff have done detailed reviews of Tracy Hall and the garages to develop the facilities proposal, but the Town of Norwich will pay EEI only if the proposal is approved at Town Meeting. EEI and the Town will follow a bidding process for subcontractors on the project.

Subject: FW: Tracy Hall Reconsideration Vote - Handout(s)
Attachments: Town Facilities 2020 FAQ 6-2020.docx

From: Herb Durfee
Sent: Tuesday, July 14, 2020 8:06 PM
To: Claudette Brochu; John Langhus; Mary Layton; rgere@mac.com; Roger Arnold
Cc: Miranda Bergmeier; Frank, Jennifer; Linda Gray
Subject: FW: Tracy Hall Reconsideration Vote - Handout(s)

Board Members,

Kindness of Linda Gray and the Energy Committee, based on your discussion last week re: reconsideration vote. See attached and the hyperlink below.

Claudette,

Do you want this as part of the meeting packet Friday?

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: Linda Gray [<mailto:linda.c.gray@gmail.com>]
Sent: Tuesday, July 14, 2020 3:10 PM
To: Herb Durfee
Cc: Miranda Bergmeier
Subject: Re: Tracy Hall Reconsideration Vote - Handout(s)

Herb -- we did an FAQ, and the file (updated to reflect the June bond info) is attached.

It and all the presentation slides and videos are all available at <http://norwichenergycommittee.weebly.com/2020-town-facilities-proposal.html>

Herb Durfee

From: claudette brochu <cbrochu30@gmail.com>
Sent: Wednesday, July 15, 2020 8:03 PM
To: Miranda Bergmeier
Cc: Herb Durfee
Subject: Fwd: Norwich and the IREC

Miranda,
Could you please add this email chain and Herb's subsequent email to/from Linda Gray to the packet under the Reg Energy Coor agenda item? Thank you.
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..

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

From: **Linda Gray** <linda.c.gray@gmail.com>
Date: Wed, Jul 15, 2020 at 3:00 PM
Subject: Re: Norwich and the IREC
To: Herb Durfee <HDurfee@norwich.vt.us>
Cc: johnlanghus@gmail.com <johnlanghus@gmail.com>, claudette brochu <cbrochu30@gmail.com>, Mary Layton <marydlayton@gmail.com>, Roger Arnold <rogerarnoldvt@gmail.com>, Robert Gere <rgere@mac.com>, roderick francis <norwichvtplanner@gmail.com>, Miranda Bergmeier <MBergmeier@norwich.vt.us>, Frank, Jennifer <Jennifer.Frank@vermont.gov>

I spoke with the Barnard rep for the IREC Steering Committee, Elizabeth Ferry, who said that TRORC is filling the \$30,000 gap (don't know from what pot of money) and will assign some regional duties (energy planning?) to the position. So the position will have the same amount of funding and same number of hours available,

On Wed, Jul 15, 2020 at 2:53 PM Herb Durfee <HDurfee@norwich.vt.us> wrote:

As an FYI:

<https://legislature.vermont.gov/statutes/section/24/117/04345b>

I wonder if the statute was fully adhered to for the Intermunicipal Service Contract by TRORC? See hyperlink above. This was the foundation statute proposed by Nick Clark, Thetford way back in Nov/Dec 2019. TRORC minutes back through March 2020 do not include any public hearing(s) as part of their Commission meetings. Also, at the June meeting the Commission acted to approve the Interlunicipal Serve Contract. Just sayin'.

Rod,

As the TRORC Town Rep, how does the Regional Energy Coordinator position move forward if Norwich is not at the table with its \$30,000+? I believe Peter may already have hired an individual. Does he have money from another source that allows that person to be a "part-time" coordinator for the participating towns and, then, the balance of that time to be their Energy Planner? I seem to recall TRORC received an energy grant or something to conduct energy planning.
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: johnlanghus@gmail.com [mailto:johnlanghus@gmail.com]

Sent: Tuesday, July 14, 2020 11:30 PM

To: claudette brochu; Mary Layton; Roger Arnold; Robert Gere

Cc: Herb Durfee; Miranda Bergmeier

Subject: Fwd: Norwich and the IREC

Well, it looks like our concerns were well-founded. I'm sorry I recommended signing the agreement at the meeting and I'm glad that you all pushed back. Peter Gregory does not seem to have any interest in accountability or collaboration. He clearly didn't consult his "Committee" about removing Norwich from this project. I would guess he won't be consulting with them on much else either.

Herb, I would appreciate you finding out how they will fund our piece. Perhaps Peter just has the authority to do that as well, but I would hope we would not support that being a general TRORC budget item.

Sent from my iPhone

Begin forwarded message:

From: "Peter G. Gregory" <pgregory@trorc.org>
Date: July 14, 2020 at 10:48:08 PM EDT
To: "johnlanghus@gmail.com" <johnlanghus@gmail.com>
Cc: Linda Gray <linda.c.gray@gmail.com>, Rod Francis <norwichvtplanner@gmail.com>, Herb Durfee <HDurfee@norwich.vt.us>, Victoria Littlefield <vlittlefield@trorc.org>, Kevin Geiger <kgeiger@trorc.org>
Subject: **Re: Norwich and the IREC**

Hey john,

This is why I didn't believe we could bridge the gap. There is no compromise on the employee being under the direction of TRORC. And again, that has not changed since day one. At all. Not a bit.

I made the decision to move on. With concurrence with my Board.

Peter

Peter G. Gregory, AICP

Executive Director

Two Rivers-Ottawaquechee

Regional Commission

www.trorc.org

802-457-3188

802-558-9064 cell

On Jul 14, 2020, at 4:19 PM, "johnlanghus@gmail.com" <johnlanghus@gmail.com> wrote:

Hi Peter. That's unfortunate that we couldn't simply work through these issues a bit and get to a place where authority was more disbursed among the stakeholders. May I ask who has made this decision?

Thanks

Sent from my iPhone

On Jul 14, 2020, at 3:02 PM, Peter G. Gregory <pgregory@trorc.org> wrote:

Hi John, et al;

Upon reflection on the concerns you and the Selectboard raised, it appears that the best thing for all parties, is to move forward without Norwich this year. We are disappointed that it has come to this. The Town was given drafts, we incorporated some comments from Rod, and the fundamental relationship dynamic did not change at all from early versions to the final version.

The urgency of the project for the remaining towns dictates that we move forward.

Thanks for your interest to date and let's keep in touch as your energy projects and this effort move forward.

Peter

Herb Durfee

From: claudette brochu <cbrochu30@gmail.com>
Sent: Wednesday, July 15, 2020 8:14 PM
To: Miranda Bergmeier
Cc: Herb Durfee
Subject: Fwd: IREC Agreement Update

Hi Miranda,
Please add this email to packet as well. Thanks.
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..

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

From: **John Langhus** <johnlanghus@gmail.com>
Date: Mon, Jul 13, 2020 at 1:48 PM
Subject: Fwd: IREC Agreement Update
To: claudette brochu <cbrochu30@gmail.com>, Mary Layton (marydlayton@gmail.com) <marydlayton@gmail.com>, Roger Arnold (rogerarnoldvt@gmail.com) <rogerarnoldvt@gmail.com>, Robert Gere <rgere@mac.com>
Cc: Durfee Herb <hdurfee@norwich.vt.us>, Miranda Bergmeier <MBergmeier@norwich.vt.us>, Linda Gray <linda.c.gray@gmail.com>

FYI

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

From: **John Langhus** <johnlanghus@gmail.com>
Date: Mon, Jul 13, 2020 at 1:48 PM
Subject: Re: IREC Agreement Update
To: Peter G. Gregory <pgregory@trorc.org>
Cc: Victoria Littlefield <vlittlefield@trorc.org>, Elizabeth Ferry <ewferry@icloud.com>, Douglas.Fraser@dartmouth.edu <Douglas.Fraser@dartmouth.edu>, mary Bryant <mb.gravityhill@gmail.com>, Neil Leitner <nleitner@townofwoodstock.org>, Kevin Grady <kevinm5grady@gmail.com>, Ryan Haac <thaacr@gmail.com>, Kevin Geiger <kgeiger@trorc.org>, Durfee Herb <hdurfee@norwich.vt.us>, Rod Francis <RFrancis@norwich.vt.us>, Miranda Bergmeier <MBergmeier@norwich.vt.us>

Good afternoon everyone.

My apologies for the delay in this message.

As Peter reported, The Norwich Selectboard met last Wednesday and among other things considered the current draft of the Agreement. In considering this, we also discussed the process to date. Unfortunately, I was named a rep to the Committee just before the last meeting, and so I missed that and my understanding is that there have not been subsequent ones yet. The Board expressed considerable unease about several points. Among them:

1. After indications that the Committee would play a role in reviewing applications and in candidate interviews, Peter has instead elected to do this entirely in house. That seemed to us to be inappropriate for a role such as this, where the employee will be serving our communities directly, albeit as an employee of the TRORC.
2. The current draft of the Agreement was marked up by TRORC and has stripped away any meaningful participation by the Committee in the management of this relationship. A role that has no accountability except to Peter Gregory, who himself has no accountability to our Towns, is very much at odds with what Norwich was pitched when considering this role and also with what was reflected in the initial draft of the Agreement. We have always envisioned this as multi-Town collaboration, with a facilitation role played by TRORC. Not as a new TRORC position with a rubber-stamp Committee.
3. Items in the Agreement such as the focus on town greenhouse gas audits suggest a one-solution-for-all approach that likewise is inconsistent with our expectations for this shared resource. Some Towns are just starting on this path and so a baseline audit makes great sense. Others have already done considerable work on climate mitigation and energy modernization, and so already have this sort of data.

As a general matter, the brief history of this project suggests to us that this is quickly evolving into a TRORC resource rather than a multi-Town collaboration, which was our initial expectation. We would have expected a joint drafting session where committee members contributed to any revisions of the Agreement. We would have expected to review all applications and resumes from candidates, and we would have expected some participation by some committee members in the interviewing and hiring process.

Until such time as we can be assured that the Towns via the Committee will have a meaningful, substantive role to play in this project, we will unfortunately be unable to endorse the Agreement for signature by our Town Manager.

I am happy to discuss with any Committee member who wishes to have further information in this regard.

Best regards,
John Langhus
Member, Norwich Selectboard

On Mon, Jul 13, 2020 at 11:25 AM Peter G. Gregory <pgregory@trorc.org> wrote:
Good Morning everyone,

I wanted to give you a quick update on things.

Six of the 7 towns have signed the Agreement. Norwich had it on their agenda for consideration last Wednesday but they had some issues and did not sign it. As soon as I learned of that (Friday), I reached out to John, our Norwich rep, and later to the Town Manager to determine what the issues were, but, have not yet heard back. Hopefully soon.

On hiring, I made a conditional offer to an applicant, but that is on hold pending resolution of the Agreement execution.

Please let me know if you have any questions.

Thank you.

Peter

--
John Langhus
(802) 369-4415 (cell)

--
John Langhus
(802) 369-4415 (cell)

Herb Durfee

From: Herb Durfee
Sent: Wednesday, July 15, 2020 5:46 PM
To: 'Linda Gray'
Cc: Miranda Bergmeier; Frank, Jennifer; Claudette Brochu; John Langhus; Mary Layton; 'rgere@mac.com'; Roger Arnold
Subject: RE: post-IREC question

Linda,

The voter authorization specifically was to appropriate funds for the regional energy coordinator. So, it can't be used for other purposes – even if energy based – without voter approval. Instead, I would not factor it into the tax rate calculation.

Also, technically, the Board has not yet acted to not participate. So far, they have only opted to not yet sign on, given the concerns they raised. In my opinion, they need to take a vote opting not to participate to officially drop out.

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: Linda Gray [<mailto:linda.c.gray@gmail.com>]
Sent: Wednesday, July 15, 2020 1:27 PM
To: Herb Durfee
Subject: post-IREC question

Herb -- just wondering if -- now that Norwich has been dumped from the 7-town IREC collaboration -- the \$30k for it might still be spent on a town energy coordinator?

Could we spend it on 15 hours/wk for a consultant?
15 hr/wk x 50 wks = 750 hrs (more than the 472 committed to Norwich in the TRORC position)
\$30,000 / 750 = \$40/hr fee (reasonable rate?)

This might be a better way to test out the energy coordinator position? Worth thinking about?

Linda

7

Herb Durfee

From: Peter G. Gregory <pgregory@trorc.org>
Sent: Monday, June 08, 2020 6:25 AM
To: Toni Pippy
Cc: Victoria Littlefield; Rock Webster; mtjhson@aol.com;
bobedmunds.barnardvt@gmail.com; Herb Durfee; Miranda Bergmeier; Rod Francis;
Town Admin Sharon; Joe Ronan; Kevin Gish; Mary Gavin; pkelly@straffordvt.org; Kevin
Geiger; Town Clerk Strafford; nickclark.lp@gmail.com; Michael Kiess; Guy Scaife; Jerry
Fredrickson; Peter Anderson; Jesse Anderson; John Echeverria; Nicole Nourse; Cathy
McGrath; Town Manager Woodstock; Butch Sutherland; Zach Ralph;
mriley@townofwoodstock.org; kevinm5grady@gmail.com; Peter Berger; Town Admin
Fairlee; Don Bourdon; josh.hickman@fairleevt.org; Linda Gray; Ryan Haac;
jdavies@townofwoodstock.org; mary Bryant; Elizabeth Ferry; KThorkilsen@icloud.com;
Mary Linehan; Rett Emerson
Subject: Re: Regional Energy Coordinator Meeting - Intermunicipal Agreement

Good Morning Toni;

Thank you for the news that Strafford has found the draft language acceptable. Other towns are continuing their review.

The Attorney General was not consulted on this draft and approval by the Attorney General is not required as the arrangement we all are contemplating is “interlocal contract” not a “union municipal district”.

Take care.

Peter

Peter G. Gregory, AICP
Executive Director

Two Rivers-Ottawaquechee
Regional Commission
www.trorc.org

802-457-3188
802-558-9064 cell

On Jun 7, 2020, at 12:38 PM, Toni Pippy <tpippy@straffordvt.org> wrote:

Good afternoon.

Strafford's attorney, Paul Gillies, has reviewed and approved the draft Intermunicipal Regional Energy Coordinator Service Agreement (IRECSA) Version 3, 5/26/20.

He also informed us of the intermunicipal agreement law and that the draft needs to be approved by the Attorney General before it's put to a vote of the various town electorates.

<https://legislature.vermont.gov/statutes/fullchapter/24/121>

Did the AG's office approve the draft before we voted on this at town meeting?

Thank you,

Toni

On Mon, Jun 1, 2020 at 9:06 AM Victoria Littlefield <vlittlefield@trorc.org> wrote:

Good morning,

Here is the link to the job ad that we just put up on our website and will be in the newspaper this week. Feel free to pass it around!

<https://www.trorc.org/about/employment-opportunities/>

Best,

Tory

From: Victoria Littlefield

Sent: Wednesday, May 27, 2020 1:45 PM

To: bobedmunds.barnardvt@gmail.com; Rock Webster <rock@rockwebsterconstruction.com>; mtjhanson@aol.com; Herb Durfee <hdurfee@norwich.vt.us>; John Pepper <selectboard@norwich.vt.us>; Rod Francis <norwichvtplanner@gmail.com>; Town Admin Sharon <selectboard@sharonvt.net>; Joe Ronan <joe@ronanlawgrp.com>; Kevin Gish <kg.selectboard@gmail.com>; Mary Gavin <mary.selectboard@gmail.com>; Brian Johnson <bjohnson@straffordvt.org>; ksiepmann@straffordvt.org; lberkenkamp@straffordvt.org; pkelly@straffordvt.org; Town Clerk Strafford <townclerk@straffordvt.org>; Toni Pippy <tpippy@straffordvt.org>; nickclark.lp@gmail.com; Michael Kiess <michaelkiessvt@gmail.com>; Guy Scaife <townmanager@thetfordvermont.us>; Jerry Fredrickson <jerry10310@aol.com>; Peter Anderson <peterandersonski@gmail.com>; Jesse Anderson <vermontian@gmail.com>; John Echeverria <jecheverria@vermontlaw.edu>; Nicole Nourse <nnourse@townofwoodstock.org>; Cathy McGrath <cathy.mcgrath@fairleevt.org>; Town Manager Woodstock <municipalmanager@townofwoodstock.org>; Butch Sutherland <ldsutherland@townofwoodstock.org>; Zach Ralph <zach@sustainablewoodstock.org>; mriley@townofwoodstock.org; kevinm5grady@gmail.com; Peter Berger <peter.berger@fairleevt.org>; Town Admin Fairlee <townadministrator@fairleevt.org>; Don Bourdon <donbourdon@comcast.net>; josh.hickman@fairleevt.org; Linda Gray <linda.c.gray@gmail.com>; Ryan Haac <thaacr@gmail.com>; jdavies@townofwoodstock.org; mary Bryant <mb.gravityhill@gmail.com>; Elizabeth Ferry <ewferry@icloud.com>; KThorkilsen@icloud.com

Cc: Peter G. Gregory <pgregory@trorc.org>; Kevin Geiger <kgeiger@trorc.org>

Subject: Regional Energy Coordinator Meeting - Intermunicipal Agreement

Good sunny and hot afternoon!

Here is the draft of the intermunicipal agreement with edits made at our meeting last week. We contacted VLCT to ask for a review of this agreement from their legal team, and because there are so many communities and our organization involved, they have declined a review. They suggested each individual town contact their town attorney for a review of the agreement, and we will do so on our end with our attorney. Please send me your attorneys opinions and I will compile them all together with Kevin, and we can have another brief meeting to go over any major changes. If your attorney could review ASAP, that would be helpful for all of our timelines, let me know if this is a challenge for your town.

The job ad is getting finalized on our end, and we are going to post it this week. Once we do so, I will notify you all. We will not hire an individual until the intermunicipal agreement is fully executed. Please contact Peter if you have concerns about this.

Thank you!

Tory

Victoria (Tory) Littlefield | Regional Planner

<image001.jpg>

128 King Farm Road | Woodstock, VT 05091

Trorc.org | [facebook](https://www.facebook.com/trorc) | [twitter](https://twitter.com/trorc) | [youtube](https://www.youtube.com/channel/UCv8v8v8v8v8v8v8v8v8v8v8)

Cell: 413-896-3145

****TRORC staff are working from home until further notice. For COVID information, go to <https://www.trorc.org/programs/emergency/covid-19/>****

--

Toni M. Pippy, Chair
Strafford Selectboard
765-4522

The Vermont Statutes Online

7

Title 24 : Municipal And County Government

Chapter 117 : Municipal And Regional Planning And Development

Subchapter 003 : Regional Planning Commissions

(Cite as: 24 V.S.A. § 4345b)

§ 4345b. Intermunicipal service agreements

(a)(1) Prior to exercising the authority granted under this section, a regional planning commission shall:

(A) draft bylaws specifying the process for entering into, method of withdrawal from, and method of terminating service agreements with municipalities; and

(B) hold one or more public hearings within the region to hear from interested parties and citizens regarding the draft bylaws.

(2) At least 30 days prior to any hearing required under this subsection, notice of the time and place and a copy of the draft bylaws, with a request for comments, shall be delivered to the chair of the legislative body of each municipality within the region, which may be done electronically, provided the sender has proof of receipt. The regional planning commission shall make copies available to any individual or organization requesting a copy.

(3) The regional planning commission may make revisions to the draft bylaws at any time prior to adoption of the bylaws. If revisions are made to the draft bylaws, the regional planning commission shall hold a final hearing and shall deliver notice as required in subdivision (2) of this subsection.

(b)(1) The draft bylaws required under subsection (a) of this section shall be adopted by a vote of at least 67 percent of the commissioners of the regional planning commission in accordance with the voting procedures of the regional planning commission.

(2) The draft bylaws shall be considered duly adopted and shall take effect 35 days after a vote required under this subsection, unless, within 35 days of the date of adoption, the regional planning commission receives certification from the legislative bodies of a majority of the municipalities in the region vetoing the proposed bylaws. In such case, the bylaws shall be deemed repealed.

(c) Upon adoption of the bylaws under subsection (b) of this section, a regional planning commission may:

(1) promote cooperative arrangements and coordinate, implement, and administer service agreements among municipalities, including arrangements and action with respect to planning, community development, joint purchasing, intermunicipal services,

infrastructure, and related activities; and

(2) exercise any power, privilege, or authority, as defined within a service agreement under subsection (d) of this section, capable of exercise by a municipality as necessary or desirable for dealing with problems of local or regional concern.

(d)(1) In exercising the powers set forth in subsection (c) of this section, a regional planning commission shall enter into a service agreement with one or more municipalities.

(2) Participation by a municipality shall be voluntary and only valid upon appropriate action by the legislative body of the municipality. To become effective, a service agreement shall be ratified by the regional planning commission and the legislative bodies of the municipalities who are a party to the service agreement.

(3) A service agreement shall describe the services to be provided and the amount of funds payable by each municipality that is a party to the service agreement. Service of personnel, use of equipment and office space, and other necessary services may be accepted from municipalities as part of their financial support.

(4) Any modification to a service agreement shall not become effective unless approved by the legislative body of the municipalities who are a party to the service agreement.

(e) A regional planning commission shall not have the following powers under this section:

- (1) essential legislative functions;
- (2) taxing authority; or
- (3) eminent domain.

(f)(1) Funds provided for regional planning under section 4341a or 4346 of this chapter shall not be used to provide services under a service agreement without prior written authorization from the State agency or other entity providing the funds.

(2) A commission shall not use municipal funds or grants provided for regional planning services under this chapter to cover the costs of providing services under any service agreement under this section. (Added 2015, No. 89 (Adj. Sess.), § 1; amended 2017, No. 197 (Adj. Sess.), § 11.)



Tax Collection Policy and Procedure

Effective: Upon adoption.

Purpose: The purpose of this policy is to outline the process for the collection of Town of Norwich property taxes (subsequently referred to as the “Town”) and to describe the process used for the collection of overdue/late and delinquent taxes.

Authority:

- Levying of property taxes is enabled by 24 VSA §1521, et seq.
- Notice of current taxes is the responsibility of last owner 32 VSA §3651, any lien follows the property according to 32 VSA §5061(a).
- Collecting of current taxes is outlined in 32 VSA §§4772 & 4792.
- Overdue (late) installments that are not delinquent are subject to interest payments according to 32 VSA §4873. Pursuant to 32 VSA §5136, the Town votes to charge interest on overdue taxes. (Note: because town votes to collect interest on overdue taxes, that interest must be collected and may not be waived or reduced by the Delinquent Tax Collector; however, there is an exception re: COVID-19 that the VT Legislature granted.)
- Authority to conduct tax collections, based on Delinquent Tax Warrant(s) enabled in 32 VSA §§4794 & 1674(2).
- Delinquent penalty authorized under 32 VSA §1674(2) (and 24 VSA §1236(10)).
- Issuance of corrected new tax bill resulting from filing a late Homestead Declaration does not extend the payment time of the original bill, nor relieve the taxpayer of any interest or penalties associated with the original bill according to 32 VSA §6066a(f)(1).
- Note: there are other statutory references that apply to specific instances related to taxes and tax collection. Refer to the *VLCT Handbook for Collectors of Delinquent Taxes* for such detail, or contact the Town Manager’s Office who serves as Delinquent Tax Collector.

Policy: Annually and as determined by state law, the Selectboard will set a property tax rate and levy property taxes on property owners. Current property taxes are due upon receipt of the tax

**Town of Norwich
Tax Collection Policy and Procedure
July 2020**

bill. However, subject to voter authorization at Town Meeting (1st Tuesday in March) tax payments may be made in two installments.

Definitions:

Delinquent payments: Current taxes that are not paid by the second installment deadline (typically the second Friday in February but can be adjusted by Town vote or decree) are considered delinquent and are subject to a 1% monthly “simple” interest charge for the first three months thereafter 1.5% for subsequent months, and a one-time 8% penalty.¹

Overdue/Late payments: Current taxes that are not paid by the first installment deadline (typically the second Friday in August but can be adjusted by Town vote or decree) are considered overdue/late and are subject to a 1% monthly “simple” interest charge for the first three months the account is late and thereafter 1.5% penalty for subsequent months the account remains overdue/late, including in a delinquent status.

“Returned checks” or “bounced checks” (indicating insufficient funds in the account to which the tax payment was made means a payment has not been made. If the returned check results in an overdue/late payment, then all penalties and charges outlined above apply.

Collection of Property Taxes

Procedure: Unless determined otherwise by the voters of Norwich or by decree by the Legislature, the first payment is due on or by the second Friday in August and the second payment due by the second Friday in February. Clearly legible USPS postal cancellation on or by the due date are considered “on time” payments. Payments can be made in cash, check, money order, credit card or via direct payment from a bank account (ACH). Contact the Finance Office for information on alternate payment options. Any USPS postal cancellation that is **not** clearly legible can result in an account being considered overdue/late/delinquent. Legibility is determined solely by the Town.

Procedure for the Collection of Overdue/Late and Delinquent Taxes

Notice: a property owner may be entitled to an abatement of their delinquent property taxes under 24 VSA §1535 (attached). Property owners are encouraged to first consult with the Delinquent Tax Collector to discuss the status of the owner’s property tax “account”.

¹ Interest that is assessed on overdue/late taxes is “simple” interest, rather than “compound” interest. Also, interest is applied to a fraction of a month as if it were the entire month. For example, if taxes are due on August 15, there will be a full one percent interest applied as of August 16, since that one day is a fraction of the calculated month.

Town of Norwich
Tax Collection Policy and Procedure
July 2020

Thereafter, if the property owner remains committed to seeking an abatement, the owner would need to contact the Town Clerk (802-649-1419 x3), to schedule a meeting with the Board of Abatement.

Overdue/Late payments:

The Selectboard shall set a tax rate, prepare tax bills, and mail the tax bills to property owners no less than 30 days prior to the deadline for the first tax installment (typically 4:30 pm on the second Tuesday of August). **Tax bills are due upon receipt.** The two installment system established by the voters during the annual Town Meeting in addition to the notice information printed on the tax bills, no additional notice to property owners who are overdue/late is warranted.²

Delinquent payments:

- a. No less than 15 days after the final installment is due (typically 4:30 pm on the second Friday of February), The Treasurer shall issue to the Delinquent Tax Collector a Warrant against the delinquent taxpayers in the amount of taxes remaining unpaid. The Finance Officer lends assistance to the Treasurer in the preparation of the Warrant. The Warrant commands the Delinquent Tax Collector to collect those taxes and pay them into the town treasury.
- b. The Delinquent Tax Collector will set up a file for each delinquent taxpayer to track and record amounts due, payments made, and any communication between the taxpayer and the collector. Each file should contain a record of the taxpayer's account.
- c. Thirty to 45 days after a taxpayer is declared delinquent, the Delinquent Tax Collector will notify, via US mail to the tax payer, notice of the delinquency. Any failure in delivery of this preliminary letter **does not** negate the taxpayer's responsibility or prevent the town from pursuing further action.
- d. State law requires that a collector of delinquent taxes must give notice to a delinquent taxpayer before taking action to collect the delinquent amounts. Such notice must indicate the amount owed, including taxes, fees, interest and when and where they

² The tax collection system is established such that, though bills are due upon receipt, they can be paid via the two installment procedure. Essentially, the time between receipt of the tax bill and the installment dates serve as the "grace" period for property owners to pay their property taxes. So, even though tax bills are due upon receipt, interest is not charged until after the 30-day bill sending requirement of the Selectboard (i.e., until after the first installment deadline defining overdue/late payment subject to interest charges and the second installment deadline defining delinquency subject to a delinquent penalty and new/on-going interest charges). Note that the "no additional notice is required" statement relates specifically to notifying the property owner that they are overdue/late. This does not relate to the notices sent by the Finance Office/Delinquent Tax Collector related to monthly interest charges, delinquencies, and the like.

Town of Norwich
Tax Collection Policy and Procedure
July 2020

should be paid. The notice must allow residents at least ten days and nonresidents at least twenty days (but not more than forty) to pay the amount due before the collector proceeds with a tax sale or other action. 32 VSA

- e. When a payment is made on a late or delinquent tax, it will normally be applied to the oldest outstanding tax first, unless instructed otherwise by the taxpayer. When a payment is made on a delinquent tax, the accumulated interest is first deducted from the payment. Then if a collection/penalty fee is due, the balance (after deduction of the interest due), is allocated to the tax principal due and the collection fee by dividing by 1.08.
- f. Partial payments will be accepted and allocated as described above. Acceptance of partial payment does not reduce the taxpayer's obligation to pay any outstanding tax, interest and collection fee that is due.
- g. The Delinquent Tax Collector may enter into an installment plan with the taxpayer to pay his/her taxes over time. Payments must be made at least each month. An installment plan must be in writing and signed by the taxpayer and the Delinquent Tax Collector. Providing the taxpayer keeps to the payment schedule, no further action will be taken to collect the delinquent tax. The written payment agreement must be executed by the delinquent taxpayer within 45 days of the first monthly delinquency notice. Note: the delinquent tax payer is expected to adhere to any said installment plan and remain current on a subsequent year's new tax bill (i.e., Current taxes). It is permissible for a delinquent taxpayer, though delinquent in one year, to pay taxes first toward their current taxes, to prevent/minimize that current year's taxes from becoming delinquent which would result in the 8% penalty for that year. If agreed, an installment plan can be arranged to incorporate both delinquent taxes (and related penalty and interest) and a current year's taxes, so long as the delinquent taxes (and related penalty and interest) are paid in full within the terms of the installment plan.
- h. If the delinquent property owner declines to enter into an installment plan with the Town or the delinquent taxpayer defaults on any installment plan, the Delinquent Tax Collector will take additional action to obtain delinquent taxes and any related interest/penalty charges. When voluntary agreement to pay delinquent taxes fails by the property owner, advance notice shall be given to property owners that the Delinquent Tax Collector intends to take additional action to collect the amount(s) owed. For residents, at least 10-days' notice is required, and for non-residents, at least 20-days' notice is required. The notice needs to include the time and place where payment of the taxes and fees may be made. Failure to make payment based on this notice to take further action permits the Delinquent Tax Collector to initiate any of four

Town of Norwich
Tax Collection Policy and Procedure
July 2020

methods for collecting delinquent taxes. The most common includes Tax Sale. The other less common methods include: Foreclosure, Distrain, and Action at Law.

- i. Bi-monthly Reports. The statutes require the collector of delinquent taxes to file a report with the treasurer every two months or when demanded by the legislative body. 32 VSA §4646. The report must include a list of the taxpayers from whom taxes have been collected, showing the amounts collected and the years in which the taxes collected were due.
- j. Annual Reports. The collector of delinquent taxes must file an additional report by January 15 of each year. This report must list all taxes remaining unpaid on December 31, and must include the name of the delinquent taxpayer and the year that the taxes were due. This report must be certified by the collector of delinquent taxes and delivered to the Treasurer. 32 VSA §5162. The report is "certified under oath" by having the signature of the collector of delinquent taxes notarized by a notary public.
- k. In addition to providing the town Treasurer with the annual report, the collector of delinquent taxes must also furnish the annual report to the Town's licensed public accountant hired by the Selectboard.

Procedure for entering into a Tax Sale: If the delinquent property owner fails to meet the requirements of the advance notice of the Town's intent to take additional action to collect the amount(s) owed outlined in subsection e. above, the Delinquent Tax Collector will send a Final Demand Letter warning the delinquent property owner of the Town's intent to sell the property at tax sale (or use of one of the other lesser used procedures for collection). Such letter serves as the last-chance warning before formal proceedings are started.

Properties are not "eligible" for tax sale until said Final Demand letter is sent, which should not be sent less than 2 years from the date the taxes became delinquent but not greater than 3 years from said date. The Delinquent Tax Collector has discretion on these dates, subject to the individuality of specific property delinquencies. "Eligibility" for tax sale, assumes all notices, steps, and other processes have been accomplished leading up to the point when the Town opts to proceed with a tax sale.

At this point, the Delinquent Tax Collector will consult with Town Counsel, upon notification and approval of the Selectboard.

**Town of Norwich
Tax Collection Policy and Procedure
July 2020**

Assuming use of Town Counsel is approved, the Delinquent Tax Collector will proceed with tax sale (or another lesser used procedure for collection) under the advice of counsel.³ The typical process for tax sale involves:

1. Preparing for the Tax Sale:
 - a. Whether the Town will “bid” on the delinquent property.
 - b. Conduct a title search of the delinquent property to identify lien holders.
 - c. Prepare an accounting. The following are fees and expenses that can be recouped as part of a tax sale:
 - i. Levy & extending of warrant\$10.00
 - ii. Recording levy & extending of warrant\$10.00
 - iii. NoticesActual cost
 - iv. Publication.....Actual cost
 - v. TravelAt state rate
 - vi. Attending and holding sale.....\$10.00
 - vii. Making and recording return (report of sale)\$10.00
 - viii. Collector’s deed.....\$30.00
 - ix. Collector’s fee (penalty & interest charges).....As established in the Town
 - x. Expenses incurred in securing the property against illegal activity and fire hazardActual cost incurred, not to exceed 20% of the uncollected tax
 - xi. Legal assistanceLegal expenses actually and reasonably incurred and authorized by the Selectboard, up to a maximum of 15% of the uncollected tax
2. Provide notice of tax sale, including notice to delinquent taxpayer, notice to lien holders and mortgagees, and notice to the public at-large.
3. Settling before sale.
4. Conducting the tax sale.
5. Report of sale.
6. Treatment of sale proceeds.
7. Redemption.
8. Collector’s deed and property transfer tax.
9. Report to the Town Clerk.
10. Accounting to the delinquent taxpayer.
11. Challenges to deed.

³ Note that mobile homes and bankruptcy impose potential issues concerning delinquent property taxes. In these instances, the Town and Delinquent Tax Collector should consult with legal counsel first.

Town of Norwich
Tax Collection Policy and Procedure
July 2020

Appendices: the appendices attached herein serve as a guide for the Delinquent Tax Collector in carrying out that individual's duties and responsibilities. As applicable and warranted, the Delinquent Tax Collector may use different forms of the model information contained in the appendices. However, in all instances, the Delinquent Tax Collector will strive to ensure consistency and continuity of procedure, use of the model (or modified versions of the model) information, and otherwise work under the intended purpose of the policy contained herein.

Adopted by the Norwich Selectboard on _____, 2020

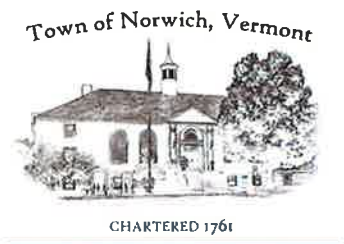
Claudette Brochu, Chair

John Langhus

Roger Arnold, Vice-Chair

Mary Layton

Robert Gere



Formatted: Centered

Formatted: Font: 16 pt

Formatted: Different first page header

Tax Collection Policy and Procedure

Effective: Upon adoption.

Purpose: The purpose of this policy is to outline the process for the collection of Town of Norwich property taxes (subsequently referred to as the "Town") and to describe the process used for the collection of overdue/late and delinquent taxes.

Authority: ~~(need to add)~~

- Levying of property taxes is enabled by 24 VSA §1521, et seq.
- Notice of current taxes is the responsibility of last owner 32 VSA §3651, any lien follows the property according to 32 VSA §5061(a).
- Collecting of current taxes is outlined in 32 VSA §§4772 & 4792.
- Overdue (late) installments that are not delinquent are subject to interest payments according to 32 VSA §4873. Pursuant to 32 VSA §5136, the Town votes to charge interest on overdue taxes. (Note: because town votes to collect interest on overdue taxes, that interest must be collected and may not be waived or reduced by the Delinquent Tax Collector; however, there is an exception re: COVID-19 that the VT Legislature granted.)
- Authority to conduct tax collections, based on Delinquent Tax Warrant(s) enabled in 32 VSA §§4794 & 1674(2).
- Delinquent penalty authorized under 32 VSA §1674(2) (and 24 VSA §1236(10)).

Town of Norwich
Tax Collection Policy and Procedure
June 2020

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

- Issuance of corrected new tax bill resulting from filing a late Homestead Declaration does not extend the payment time of the original bill, nor relieve the taxpayer of any interest or penalties associated with the original bill according to 32 VSA §6066a(f)(1).
- Note: there are other statutory references that apply to specific instances related to taxes and tax collection. Refer to the *VLCT Handbook for Collectors of Delinquent Taxes* for such detail, or contact the Town Manager's Office who serves as Delinquent Tax Collector.

Policy: Annually and as determined by state law, the Selectboard will set a property tax rate and levy property taxes on property owners.

Comment [HD1]: I have no issues with this change to the draft.

Current property taxes are due upon receipt of the tax bill. However, subject to voter authorization at Town Meeting (1st Tuesday in March) tax payments may be made in two installments.

Such installments typically must be made no later than 4:30 pm on the 2nd Friday of August and February. Current tax payments received after the August installment deadline are considered overdue/late and are subject to interest payments. Current tax payments received after the February installment deadline are considered delinquent and are subject to a one-time penalty and interest payments.

Formatted: Font: 16 pt, Highlight

Formatted: Font: 16 pt, Superscript, Highlight

Formatted: Font: 16 pt, Highlight

Definitions:

Comment [C2]: Discussed under definitions and procedure. I would remove from here.

Comment [HD3]: I have no issues with this deletion from the draft.

Formatted: Font: 16 pt

Delinquent payments: Current taxes that are not paid by the second installment deadline (typically the second Friday in February but can be adjusted by Town vote or decree) are considered delinquent and are subject to a 1% monthly "simple" interest charge for the first three

Town of Norwich
Tax Collection Policy and Procedure
June 2020

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

months thereafter 1.5% for subsequent months, and a one-time 8% penalty.¹

Overdue/Late payments: Current taxes that are not paid by the first installment deadline (typically the second Friday in August but can be adjusted by Town vote or decree) are considered overdue/late and are subject to a 1% monthly “simple” interest charge for the first three months the account is late and thereafter 1.5% penalty for subsequent months the account remains overdue/late, including in a delinquent status.

“Returned checks” or “bounced checks” (indicating insufficient funds in the account to which the tax payment was made means a payment has not been made. If the returned check results in an overdue/late payment, then all penalties and charges outlined above apply.

Collection of Property Taxes

Procedure: Unless determined otherwise by the voters of Norwich or by decree by the Legislature, the first payment is due on or by the second Friday in August and the second payment due by the second Friday in February. Clearly legible USPS postal cancellation on or by the due date are considered “on time” payments. Payments can be made in cash, check, money order, credit card or via direct payment from a bank account (ACH). Contact the Finance Office for information on alternate payment options. Any USPS postal cancellation that is **not** clearly

¹ Interest that is assessed on overdue/late taxes is “simple” interest, rather than “compound” interest. Also, interest is applied to a fraction of a month as if it were the entire month. For example, if taxes are due on August 15, there will be a full one percent interest applied as of August 16, since that one day is a fraction of the calculated month.

Town of Norwich
Tax Collection Policy and Procedure
June 2020

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

legible can result in an account being considered overdue/late/delinquent. Legibility is determined solely by the Town.

Procedure for the Collection of Overdue/Late and Delinquent Taxes

Notice: a property owner may be entitled to an abatement of their delinquent property taxes under 24 V.S.A. § 1535 (attached). Property owners are encouraged to first consult with the Delinquent Tax Collector to discuss the status of the owner’s property tax “account”. Thereafter, if the property owner remains committed to seeking an abatement, the owner would need to contact the Town Clerk (802-649-1419 x3), to schedule a meeting with the Board of Abatement.

Overdue/Late payments:

The Selectboard shall set a tax rate, prepare tax bills, and mail the tax bills to property owners no less than 30 days prior to the deadline for the first tax installment (typically 4:30 pm on the second Tuesday of August). **Tax bills are due upon receipt.** The two installment system established by the voters during the annual Town Meeting in addition to and because of the notice information printed on the tax bills, no additional notice to property owners who are overdue/late is warranted.

Comment [HD4]: No issues with these changes to the draft.

Comment [C5]: While notice is not required that someone is overdue/late, might it be a good idea to send out a notice if 30 days late? How much of a burden would this be?

Comment [HD6]: We have to provide monthly notice related to overdue/late to property owners related to new interest being “tacked” onto their bill. So, I think this would cover your concern about noticing

Comment [HD7]: No issues with these changes to the draft.

Comment [C8]: I did not mean to delete the footnote

Comment [HD9]: Got it! ☺

Delinquent payments:

² The tax collection system is established such that, though bills are due upon receipt, they can be paid via the two installment procedure. Essentially, the time between receipt of the tax bill and the installment dates serve as the “grace” period for property owners to pay their property taxes. So, even though tax bills are due upon receipt, interest is not charged until after the 30-day bill sending requirement of the Selectboard (i.e., until after the first installment deadline defining overdue/late payment subject to interest charges and the second installment deadline defining delinquency subject to a delinquent penalty and new/on-going interest charges). Note that the “no additional notice is required” statement relates specifically to notifying the property owner that they are

Town of Norwich
Tax Collection Policy and Procedure
June 2020

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

a. No less than 15 days after the final installment is due (typically 4:30 pm on the second Friday of February), The Treasurer shall issue to the Delinquent Tax Collector a Warrant against the delinquent taxpayers in the amount of taxes remaining unpaid. The Finance Officer lends assistance to the Treasurer in the preparation of the Warrant. The Warrant commands the Delinquent Tax Collector to collect those taxes and pay them into the town treasury.

b. The Delinquent Tax Collector will set up a file for each delinquent taxpayer to track and record amounts due, payments made, and any communication between the taxpayer and the collector. Each file should contain a record of the taxpayer's account.

c. Thirty to 45 days after a taxpayer is declared delinquent, the Delinquent Tax Collector will notify, via US mail to the tax payer, notice of the delinquency. Any failure in delivery of this preliminary letter **does not** negate the taxpayers responsibility or prevent the town from pursuing further action.

Formatted: Font: 16 pt, Bold

Formatted: Font: 16 pt

a.d. State law requires that a collector of delinquent taxes must give notice to a delinquent taxpayer before taking action to collect the delinquent amounts. Such notice must indicate the amount owed, including taxes, fees, interest and when and where they should be paid. The notice must allow residents at least ten days and nonresidents at least twenty days (but not more than forty) to pay the amount due before the collector proceeds with a tax sale or other action. 32 V.S.A.

Comment [HD10]: I generally don't have issue with these changes to the draft, as long as it's consistent with state law (and the Handbook which is a really good one). However, some of this is already in the changes I proposed (e.g., see 4 sections down, I think now labeled "h").

~~overdue/late. This does not relate to the notices sent by the Finance Office/Delinquent Tax Collector related to monthly interest charges, delinquencies, and the like.~~

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

b.e. When a payment is made on a late or delinquent tax, it will normally be applied to the oldest outstanding tax first, unless instructed otherwise by the taxpayer. When a payment is made on a delinquent tax, the accumulated interest is first deducted from the payment. Then if a collection/penalty fee is due, the balance (after deduction of the interest due), is allocated to the tax principal due and the collection fee by dividing by 1.08.

e.f. Partial payments will be accepted and allocated as described above. Acceptance of partial payment does not reduce the taxpayer's obligation to pay any outstanding tax, interest and collection fee that is due.

d.g. The Delinquent Tax Collector may enter into an installment plan with the taxpayer to pay his/her taxes over time. Payments must be made at least each month. An installment plan must be in writing and signed by the taxpayer and the Delinquent Tax Collector. Providing the taxpayer keeps to the payment schedule, no further action will be taken to collect the delinquent tax. The written payment agreement must be executed by the delinquent taxpayer within 45 days of the first monthly delinquency notice.

Note: the delinquent tax payer is expected to adhere to any said installment plan and remain current on a subsequent year's new tax bill (i.e., Current taxes). It is permissible for a delinquent taxpayer, though delinquent in one year, to pay taxes first toward their current taxes, to prevent/minimize that current year's taxes from becoming delinquent which would result in the 8% penalty for that year. If agreed, an installment plan can be arranged to incorporate both delinquent taxes (and related penalty and

Formatted: Font: 16 pt, Bold, Underline

Formatted: Font: 16 pt

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

interest) and a current year's taxes, so long as the delinquent taxes (and related penalty and interest) are paid in full within the terms of the installment plan.

h. If a payment agreement is not executed by the delinquent taxpayer if the delinquent property owner declines to enter into an installment plan with the Town or the delinquent taxpayer defaults on any installment plan, mortgage and lien holders will be notified of the delinquency 60 days after the first delinquency notice has been sent to the delinquent taxpayer the Delinquent Tax Collector will take additional action to obtain delinquent taxes and any related interest/penalty charges. When voluntary agreement to pay delinquent taxes fails by the property owner, advance notice shall be given to property owners that the Delinquent Tax Collector intends to take additional action to collect the amount(s) owed. For residents, at least 10-days' notice is required, and for non-residents, at least 20-days' notice is required. The notice needs to include the time and place where payment of the taxes and fees may be made. Failure to make payment based on this notice to take further action permits the Delinquent Tax Collector to initiate any of four methods for collecting delinquent taxes. The most common includes Tax Sale. The other less common methods include: Foreclosure, Distraint, and Action at Law.

Formatted: Font: 16 pt, No underline

Formatted: Font: 16 pt

e.

i. Bi-monthly Reports. The statutes require the collector of delinquent taxes to file a report with the treasurer every two months or when demanded by the legislative body. 32 V.S.A. ç

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Town of Norwich
Tax Collection Policy and Procedure
June 2020

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

4646. The report must include a list of the taxpayers from whom taxes have been collected, showing the amounts collected and the years in which the taxes collected were due.

j. Annual Reports. The collector of delinquent taxes must file an additional report by January 15 of each year. This report must list all taxes remaining unpaid on December 31, and must include the name of the delinquent taxpayer and the year that the taxes were due. This report must be certified by the collector of delinquent taxes and delivered to the Treasurer. 32 V.S.A. § 5162. The report is "certified under oath" by having the signature of the collector of delinquent taxes notarized by a notary public.

Comment [HD11]: No issue with these changes to the draft.

Comment [HD12]: I suggest this change for economization of text and because the Town voted to do away with elected auditors.

Comment [C13]: There was additional text here from VLCT but the pages were missing.

Comment [C14]: Unfortunately, VLCT states the statute where the reporting is required.

Comment [HD15]: What you seem to not have received was that failure to report the bi-monthly or annual reports is that I could be subject to a fine up to \$100, and that my records are subject to the Public Records Law, except those items that may be exempt (and VLCT suggests consultation with attorney if such a request is made).

k. In addition to providing the town Treasurer with the annual report, the collector of delinquent taxes must also furnish the annual report to the town auditors. 32 V.S.A. § 5163. However, if the town has voted to eliminate the office of elected auditor under authority of 17 V.S.A. § 2651b, the records should be submitted to the Town's licensed public accountant hired by the selectboard.

Comment [HD16]: So, I understand what you are saying here, but I can't give "advance" notice to an individual that I won't know in advance if they are unwilling to set up a payment plan or they default on any agreed to payment plan! © But, that is the purpose of the "Demand Letter". After all other notices and efforts to obtain payment, I send out the "Demand Letter" that serves as the notice of last resort (for procedure before moving to tax sale) stating a time and place to make payment. If the property owner doesn't meet those requirements, then comes the tax sale process (i.e., the next process), which itself has notices along the way (e.g., notice to the property owner/lien holders, notice of date of tax sale). After the tax sale there's even a year-long "redemption" period that the property has to redeem their property (i.e., make payment). That includes notice. Having done this in my previous job, there is plenty of notice that the owner receives. Also, often I'll have the attorney send out a notice under his/her signature to see if payment can be accomplished before getting too far into the title search process.

Formatted: Font: 16 pt

Formatted: Font: 16 pt

Procedure for entering into a Tax Sale: ~~If no effort is made to pay or follow a payment plan, the Tax Collector will begin the following actions to conduct a tax sale of the property or as much of the property as is necessary to pay the tax, plus costs and fees:~~

~~(I could not find "when" a tax sale would be considered? After what period of time would we consider? 3 yrs? 5 yrs? Or leave open? Old policy just said if no effort is made to schedule a payment plan or pay outstanding tax.)~~ If the delinquent property owner fails to meet the requirements of the advance notice of the Town's intent to take

Town of Norwich
Tax Collection Policy and Procedure
June 2020

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

additional action to collect the amount(s) owed outlined in subsection e. above, the Delinquent Tax Collector will send a Final Demand Letter warning the delinquent property owner of the Town's intent to sell the property at tax sale (or use of one of the other lesser used procedures for collection). Such letter serves as the last-chance warning before formal proceedings are started.

Properties are not "eligible" for tax sale until said Final Demand letter is sent, which should not be sent less than 2 years from the date the taxes became delinquent but not greater than 3 years from said date. The Delinquent Tax Collector has discretion on these dates, subject to the individuality of specific property delinquencies. "Eligibility" for tax sale, assumes all notices, steps, and other processes have been accomplished leading up to the point when the Town opts to proceed with a tax sale.

Comment [HD17]: Added this language and deleted your sentence based on our e-mail trade.

Final Demand letters will be sent out to delinquent tax payers who are two years or more in arrears. At this point, the Delinquent Tax Collector will consult with Town Counsel, upon notification and approval of the Selectboard.

Comment [C18]: I feel strongly that we need to set a time limit on when we will pursue tax sale-esp if all other notices have been ignored and no payment plan submitted.

Formatted: Font: 16 pt

Formatted: Font: 16 pt

Assuming use of Town Counsel is approved, the Delinquent Tax Collector will proceed with tax sale (or another lesser used procedure for collection) under the advice of counsel.³ The typical process for tax sale involves:

Formatted: Font: 16 pt

Formatted: Font: 16 pt

1. Preparing for the Tax Sale:
 - a. Whether the Town will "bid" on the delinquent property.

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: List Paragraph, Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

³ Note that mobile homes and bankruptcy impose potential issues concerning delinquent property taxes. In these instances, the Town and Delinquent Tax Collector should consult with legal counsel first.

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

- b. Conduct a title search of the delinquent property to identify lien holders.
- c. Prepare an accounting. The following are fees and expenses that can be recouped as part of a tax sale:
 - i. Levy & extending of warrant\$10.00
 - ii. Recording levy & extending of warrant\$10.00
 - iii. NoticesActual cost
 - iv. PublicationActual cost
 - v. Travel.....At state rate
 - vi. Attending and holding sale.....\$10.00
 - vii. Making and recording return (report of sale)\$10.00
 - viii. Collector’s deed \$30.00
 - ix. Collector’s fee (penalty & interest charges) As established in the Town
 - x. Expenses incurred in securing the property against illegal activity and fire hazard..... Actual cost incurred, not to exceed 20% of the uncollected tax
 - xi. Legal assistance..... Legal expenses actually and reasonably incurred and authorized by the Selectboard, up to a maximum of 15% of the uncollected tax
- 2. Provide notice of tax sale, including notice to delinquent taxpayer, notice to lien holders and mortgagees, and notice to the public at-large.
- 3. Settling before sale.
- 4. Conducting the tax sale.
- 5. Report of sale.

Formatted: List Paragraph, Numbered + Level: 3 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 1.38" + Indent at: 1.5", Tab stops: 5", Left,Leader: ...

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: 5", Left,Leader: ...

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

6. Treatment of sale proceeds.

7. Redemption.

8. Collector's deed and property transfer tax.

9. Report to the Town Clerk.

10.Accounting to
the delinquent taxpayer.

11.Challenges to
deed.

- a. ~~The Tax Collector will notify the taxpayer and all mortgage and lien holders of the tax sale decision, the date by which full payment must be received, and the costs to expect once the sale process begins.~~
- b. ~~If the deadline date has passed and full payment has not been received, the collector will proceed with a tax sale according to the procedures specified in 32 V.S.A. Section 5252.~~
- c. ~~Costs of preparing and conduction the sale, including legal fees up to 15% of the amount of the delinquent tax, will be charged to the delinquent taxpayer.~~

Formatted: Indent: Left: 0"

Formatted: Font: 16 pt, Bold

Formatted: Font: 16 pt

Appendices: the appendices attached herein serve as a guide for the Delinquent Tax Collector in carrying out that individual's duties and responsibilities. As applicable and warranted, the Delinquent Tax Collector may use different forms of the model information contained in the appendices. However, in all instances, the Delinquent Tax Collector will strive to ensure consistency and continuity of procedure, use of the model (or modified versions of the model) information, and

Town of Norwich
Tax Collection Policy and Procedure
June 2020

Formatted: Font: 12 pt, Bold

otherwise work under the intended purpose of the policy contained herein.

Formatted: Font: 12 pt, Bold

Adopted by the Norwich Selectboard on _____, 2020

<u>Claudette Brochu, Chair</u>	<u>John Langhus</u>
<u>Roger Arnold, Vice-Chair</u>	<u>Mary Layton</u>
<u>Robert Gere</u>	

DRAFT

REVISED JULY 18, Prepared by R. Arnold. Incorporates suggestions from C. Brochu, J. Frank, and H. Durfee

A policy requiring the Norwich Police Department to publish standard operating procedures, key department directives, and local training online

Effective Date: September 1, 2020

Purpose: To make information available online and easily accessible to the public in order to educate Norwich residents about law enforcement operating procedures, directives, and local training and to increase awareness and community trust.

Authority: Vermont Public Records Act; 1 V.S.A. § 316-317; *Doyle v. Burlington Police Department*

Policy: Norwich Police department will post on their websites all standard operating procedures, key department directives, and local training that would otherwise be available to the public through a Vermont Public Records Act request.

Background:

1) Law enforcement agencies have numerous sets of regulations, including, but not limited to, educational materials, manuals, practices, policies and procedures, that guide employees in their duties. State law and agencies establish law enforcement standards and training and require the Norwich Police Department to adopt policies and procedures.

2) Vermont Public Records Act generally requires state and local law enforcement agencies to make its public records available for inspection by a member of the public, unless the public record is specifically exempted from disclosure. State statute governing exemptions are attached to this policy as an appendix.

4) The Vermont Supreme Court (2019) decision in *Doyle v. Burlington Police Department* states clearly that the law does not allow charging for inspection of documents. Making regulations of law enforcement agencies easily accessible to the public potentially saves labor associated with responding to individual requests for this information.

5) Currently, in Vermont and the country, many local law enforcement agencies conspicuously post their standards, policies and procedures, and training to their websites.

Procedure:

Commencing on the effective date, Norwich Police Department shall conspicuously post on their websites all current standard operating procedures, key department directives, and local training that would otherwise be available to the public if a request was made pursuant to the Vermont Public Records Act.

07/17/20
02:32 pm

Town of Norwich General Ledger
Balance Sheet Current Year - Period 12 Jun
General

9

Account	Curr Yr Pd 12 Jun Encumbrances	Curr Yr Pd 12 Jun Actual
ASSET		
01-1-001 CASH		
01-1-001001.00 PETTY CASH-RECEIPTS DRWR	0.00	50.00
01-1-001002.00 PETTY CASH-POLICE DEPT	0.00	100.00
01-1-001003.00 PETTY CASH-RECREATION	0.00	100.00
01-1-001004.00 PETTY CASH-SOLID WASTE	0.00	100.00
01-1-001005.00 PETTY CASH-TOWN CLERK	0.00	100.00
01-1-001100.00 CASH-MASCOMA GENL FUND	0.00	2,859,567.66
01-1-001102.00 CASH-MASCOMA RECREATION	0.00	4,797.11
01-1-001104.00 CASH-MASCOMA FISH & GAME	0.00	561.39
Total CASH	0.00	2,865,376.16
01-1-002 INVESTMENTS		
Total INVESTMENTS	0.00	0.00
01-1-003 RECEIVABLES		
01-1-0030 ACCOUNTS RECEIVABLE		
01-1-003015.00 ACCTS REC-CEMETERY COMM	0.00	3,751.26
01-1-003023.00 A/R IRS	0.00	13,451.35
Total ACCOUNTS RECEIVABLE	0.00	17,202.61
01-1-0031 GRANT RECEIVABLE		
01-1-003108.00 GRANT REC-HIGHWAY DEPT	0.00	1,000.00
01-1-003110.00 GRANT REC-PLANNING DEPT.	0.00	5,590.00
Total GRANT RECEIVABLE	0.00	6,590.00
01-1-0032 NOTES RECEIVABLE		
Total NOTES RECEIVABLE	0.00	0.00
01-1-0034 TAXES RECEIVABLE		
01-1-003402.00 DEL PROP TAXES RECEIVABLE	0.00	213,485.90
01-1-003403.00 TAX INTEREST RECV	0.00	49,642.53
01-1-003404.00 PENALTY RECEIVABLE	0.00	17,078.94
Total TAXES RECEIVABLE	0.00	280,207.37
Total RECEIVABLES	0.00	303,999.98
01-1-004 OTHER ASSETS		
01-1-004102.00 PREPAID EXPENSES	0.00	162,950.14
01-1-004104.00 INVENTORY	0.00	36,804.23
Total OTHER ASSETS	0.00	199,754.37

Account	Curr Yr Pd 12 Jun Encumbrances	Curr Yr Pd 12 Jun Actual
01-1-090000.00 DUE FROM/TO OTHER FUND	0.00	-2,187,482.95
Total Asset	0.00	1,101,647.56
LIABILITY		
01-2-001 ACCOUNTS PAYABLE		
01-2-001101.01 FICA TAX DUE TO EMPLOYEE	0.00	101.84
01-2-001103.00 FICA TAX PAYABLE	0.00	7,648.14
01-2-001107.00 FED W/H TAX PAYABLE	0.00	4,554.64
01-2-001109.00 VT W/H TAX PAYABLE	0.00	1,455.69
01-2-001111.00 VEMRS GRP B PAYABLE	0.00	4,451.90
01-2-001113.00 VEMRS GRP C PAYABLE	0.00	1,492.98
01-2-001117.00 UNION DUES PAYABLE	0.00	644.00
01-2-001120.00 EMPLOYEE JUDGEMENT ORDER	0.00	75.00
01-2-001121.00 VT ANIMAL RETURN	0.00	1,695.00
01-2-001122.00 DUE TO VT-FISH & GAME	0.00	193.20
01-2-001122.01 VT FISH & GAME GIFT CERTI	0.00	97.00
01-2-001124.00 DUE TO VT-VITAL RECORDS	0.00	540.00
01-2-001125.00 DUE TO GUVSWMD-COUPONS	0.00	-3,217.20
01-2-001125.10 DUE TO GUVSWMD-STICKERS	0.00	1,168.00
01-2-001126.00 VISION SERV PLAN-PAYROLL	0.00	140.49
01-2-001148.00 TAX OVERPAYMENTS	0.00	47,913.70
01-2-001150.00 VENDORS PAYABLE	0.00	11,907.42
Total ACCOUNTS PAYABLE	0.00	80,861.80
01-2-002 GRANT LIABILITY		
Total GRANT LIABILITY	0.00	0.00
01-2-003 OTHER LIABILITIES		
Total OTHER LIABILITIES	0.00	0.00
01-2-004 DEFERRED REVENUES		
01-2-004001.00 DEFERRED REV-TAXES	0.00	196,334.38
01-2-004004.00 DEFERRED REV-GRANTS	0.00	6,590.00
Total DEFERRED REVENUES	0.00	202,924.38
Total Liability	0.00	203,786.18
FUND BALANCE		
01-3-0011 RESERVE-FUND BALANCE		
Total RESERVE-FUND BALANCE	0.00	0.00

Account	Curr Yr Pd 12 Jun Encumbrances	Curr Yr Pd 12 Jun Actual
01-3-0013 UNRESTRICTED FUNDS		
01-3-001300.00 GENERAL FUND BAL-UNREST	0.00	-321,836.40
Total UNRESTRICTED FUNDS	0.00	-321,836.40
Total Prior Years Fund Balance	0.00	-321,836.40
Fund Balance Current Year	0.00	1,219,697.78
Total Fund Balance	0.00	897,861.38
Total Liability, Reserves, Fund Balance	0.00	1,181,647.56

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
01-4-0000 PROPERTY TAX REVENUES					
01-4-000001.00 TOWN PROPERTY TAX	3,397,291.00	0.00	3,388,031.05	9,259.95	0.00
01-4-000002.00 PROPERTY TAX OTHER MONETA	436,226.00	0.00	436,226.00	0.00	0.00
01-4-000005.00 RAILROAD TAX	0.00	0.00	0.00	0.00	0.00
01-4-000010.00 VT LAND USE TAX	180,196.00	0.00	187,862.50	-7,666.50	0.00
01-4-000014.00 PROP TAX INTEREST	25,000.00	0.00	39,080.07	-14,080.07	3,396.06
01-4-000015.00 PROP TAX COLL FEE	17,000.00	0.00	25,298.11	-8,298.11	0.00
Total PROPERTY TAX REVENUES	4,055,713.00	0.00	4,076,497.73	-20,784.73	3,396.06
01-4-0001 LICENSE & PERMIT					
01-4-000101.00 LIQUOR LICENSE	670.00	0.00	670.00	0.00	185.00
01-4-000103.00 DOG LICENSE	2,750.00	0.00	1,421.00	1,329.00	184.00
01-4-000107.00 HUNT & FISH LICENSE	220.00	0.00	-59.50	279.50	1.50
01-4-000109.00 PEDDLER LICENSE	100.00	0.00	0.00	100.00	0.00
01-4-000120.00 BLDG/DEVEL PERMIT	8,000.00	0.00	4,814.52	3,185.48	990.68
01-4-000130.00 LAND POSTING PERMIT	350.00	0.00	195.00	155.00	5.00
Total LICENSE & PERMIT	12,090.00	0.00	7,041.02	5,048.98	1,366.18
01-4-0002 INTERGOVERNMENTAL					
01-4-000201.00 VT HIWAY GAS TAX	153,000.00	0.00	156,798.07	-3,798.07	0.00
01-4-000202.00 VT ACT 60	15,300.00	0.00	15,342.50	-42.50	0.00
01-4-000206.00 ST. OF VT. LISTER TRAININ	0.00	0.00	0.00	0.00	0.00
01-4-000208.00 PILOT	12,500.00	0.00	9,445.00	3,055.00	0.00
01-4-000210.00 VT NATURAL RESRCS	3,200.00	0.00	2,473.80	726.20	78.00
01-4-000211.00 EDUCATION TAX REFUND-2010	0.00	0.00	0.00	0.00	0.00
01-4-000212.00 VT EDUC FUND .5% FEE	0.00	0.00	0.00	0.00	0.00
01-4-000214.00 EDUC TAX RETAINER .225 o	25,000.00	0.00	27,298.49	-2,298.49	0.00
01-4-000216.00 LATE FEES-REVISED BILLS	0.00	0.00	0.00	0.00	0.00
Total INTERGOVERNMENTAL	209,000.00	0.00	211,357.86	-2,357.86	78.00
01-4-0003 SERVICE FEE					
01-4-000301.00 RECORDING FEE	23,000.00	0.00	29,988.00	-6,988.00	3,276.00
01-4-000302.00 RESTORATION	0.00	0.00	15.00	-15.00	0.00
01-4-000303.00 DOCUMENT COPY FEE	2,200.00	0.00	3,297.50	-1,097.50	992.00
01-4-000305.00 USE OF RECRDS FEE	225.00	0.00	422.00	-197.00	4.00
01-4-000307.00 VITAL STATISTIC FEE	800.00	0.00	830.00	-30.00	20.00
01-4-000309.00 MTR VEH REG RNWL FEE	80.00	0.00	42.00	38.00	0.00
01-4-000311.00 PHOTOCOPYING FEE	10.00	0.00	109.32	-99.32	0.00
01-4-000315.00 PASSPORT	0.00	0.00	0.00	0.00	0.00
01-4-000317.00 EV CHARGING FEES	600.00	0.00	918.23	-318.23	0.00
01-4-000320.00 TRACY HALL RNTL FEE	7,000.00	0.00	5,239.92	1,760.08	0.00
01-4-000325.00 POLICE RPT FEE	500.00	0.00	727.55	-227.55	0.00
01-4-000326.00 POLICE ALRM RESP FEE	150.00	0.00	0.00	150.00	0.00
01-4-000327.00 SPECIAL POLICE DUTY FEES	0.00	0.00	160.00	-160.00	0.00
01-4-000350.00 PLNG DOC COPY FEE	0.00	0.00	803.00	-803.00	0.00
01-4-000352.00 PLANNING MAPS	0.00	0.00	0.00	0.00	0.00
01-4-000355.00 RECREATION FEES	171,300.00	0.00	170,956.35	343.65	2,510.00

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
01-4-000360.00 TRNSFR STATION STICKERS	28,000.00	0.00	39,183.00	-11,183.00	8,568.50
01-4-000362.00 MISC SOLID WASTE	2,500.00	0.00	2,849.23	-349.23	45.00
01-4-000363.00 E-WASTE	2,400.00	0.00	2,738.00	-338.00	48.00
01-4-000364.00 TRASH COUPON	110,000.00	0.00	94,051.00	15,949.00	13,342.00
01-4-000365.00 RECYCLING REBATES	5,000.00	0.00	1,317.15	3,682.85	250.80
01-4-000366.00 C & D WASTE	9,000.00	0.00	8,657.80	342.20	605.00
Total SERVICE FEE	362,765.00	0.00	362,305.05	459.95	29,661.30
01-4-0004 GRANT REVENUE					
01-4-000401.00 HIWAY PAVING GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000402.00 HIWAY BRIDGE GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000403.00 FEMA MITIGATION GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000403.10 USDA NRCS-DEBRIS REMOVAL	0.00	0.00	0.00	0.00	0.00
01-4-000404.00 RC&D LOCAL ROADS GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000405.00 FEMA GRANT	0.00	0.00	2,426,059.10	-2,426,059.10	0.00
01-4-000406.00 BETTER BACK ROADS GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000407.00 VT Trans TAP Grant (Tiger	0.00	0.00	18,123.48	-18,123.48	0.00
01-4-000410.00 PLANNING GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000410.10 HISTORIC PRESERVATION GRA	0.00	0.00	7,500.00	-7,500.00	0.00
01-4-000411.00 ST OF VT-BIKE & PEDE GRAN	0.00	0.00	0.00	0.00	0.00
01-4-000412.00 RECREATION DPT. GRANT	0.00	0.00	3,256.67	-3,256.67	3,256.67
01-4-000412.10 VT Recreation Restart Gra	0.00	0.00	0.00	0.00	0.00
01-4-000412.20 MAHHC Grant	0.00	0.00	0.00	0.00	0.00
01-4-000415.00 CONSERV COMM GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000416.00 CON COMM-KEEPING TRACK	0.00	0.00	0.00	0.00	0.00
01-4-000417.00 DRY HYDRANT GRANT	0.00	0.00	2,818.00	-2,818.00	0.00
01-4-000418.00 ENERGY GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000419.00 EVCS GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000420.00 LOCAL LAW ENF GRNT	0.00	0.00	0.00	0.00	0.00
01-4-000422.00 COPS GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000424.00 US JUSTICE DPT.VEST GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000426.00 VT COMM ENFORCEMENT GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000430.17 FY17 HOMELAND SEC #1731	0.00	0.00	0.00	0.00	0.00
01-4-000435.17 FY17 HOMELAND SEC #1731	0.00	0.00	0.00	0.00	0.00
01-4-000436.00 OP/DUI (GHSP)	0.00	0.00	47.13	-47.13	0.00
01-4-000437.00 HIGH RISK RURAL ROADS	0.00	0.00	0.00	0.00	0.00
01-4-000438.00 INTEROPERABLE COMM GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000441.00 VLCT PACIF GRANT	0.00	0.00	2,849.94	-2,849.94	0.00
01-4-000442.17 2017 GOVERNORS HWY SAFETY	0.00	0.00	0.00	0.00	0.00
01-4-000443.00 PRESERVATION TRUST-TREE	0.00	0.00	0.00	0.00	0.00
01-4-000444.00 NORWICH WOMENS CLUB GRANT	0.00	0.00	650.00	-650.00	0.00
01-4-000444.10 NWC Grant - Police	0.00	0.00	0.00	0.00	0.00
01-4-000444.20 NWC Grant - Recreation	0.00	0.00	1,529.31	-1,529.31	0.00
01-4-000444.30 NWC Grant - Conserv Comm	0.00	0.00	0.00	0.00	0.00
01-4-000445.00 FIRE & EMER RECRUITMENT	0.00	0.00	0.00	0.00	0.00
01-4-000446.00 2017 VTRANS BIKE & PED	0.00	0.00	0.00	0.00	0.00
01-4-000447.00 2017 VTRANS BIKE & PED GR	0.00	0.00	0.00	0.00	0.00
01-4-000460.00 SOLID WASTE GRANT	0.00	0.00	0.00	0.00	0.00
01-4-000470.00 ENERGY COMM GRANT-NEGRASS	0.00	0.00	0.00	0.00	0.00

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
Total GRANT REVENUE	0.00	0.00	2,462,833.63	-2,462,833.63	3,256.67
01-4-0008 OTHER TOWN REVENUES					
01-4-000808.00 TOWN REPORT	2,000.00	0.00	0.00	2,000.00	0.00
01-4-000810.00 BANK INTEREST	20,000.00	0.00	42,759.49	-22,759.49	0.00
01-4-000810.10	0.00	0.00	0.00	0.00	0.00
01-4-000811.00 TRANSFER IN DESIG. FUND	0.00	0.00	0.00	0.00	0.00
01-4-000812.00 TAX SALE	0.00	0.00	0.00	0.00	0.00
01-4-000813.00 INSURANCE CLAIMS	0.00	0.00	248,720.00	-248,720.00	0.00
01-4-000814.00 FIELD RENTAL	32,000.00	0.00	26,710.00	5,290.00	3,000.00
01-4-000817.00 SALE OF TOWN ASSETS	0.00	0.00	0.00	0.00	0.00
01-4-000822.00 LINE OF CREDIT-FEMA PROCE	0.00	0.00	0.00	0.00	0.00
Total OTHER TOWN REVENUES	54,000.00	0.00	318,189.49	-264,189.49	3,000.00
01-4-001 PUBLIC SAFETY REVENUES					
01-4-001005.00 POLICE FINE	10,000.00	0.00	9,340.99	659.01	0.00
01-4-001007.00 PARKING FINE	300.00	0.00	530.00	-230.00	5.00
01-4-001008.00 DOG FINE	150.00	0.00	350.00	-200.00	25.00
Total PUBLIC SAFETY REVENUES	10,450.00	0.00	10,220.99	229.01	30.00
01-4-009 MISCELLANEOUS REVENUE					
01-4-009001.00 DAILY OVER/SHORT	0.00	0.00	-60.11	60.11	0.00
01-4-009002.00 VLCT LEADER PROGRAM	0.00	0.00	0.00	0.00	0.00
01-4-009005.00 AMBULANCE BILLS PAID	0.00	0.00	0.00	0.00	0.00
01-4-009007.00 DONATIONS	0.00	0.00	50.00	-50.00	0.00
01-4-009009.00 DONATIONS-KEEPING TRACK	0.00	0.00	0.00	0.00	0.00
01-4-009011.00 DONATIONS-HISTORIC PRESER	0.00	0.00	0.00	0.00	0.00
01-4-009100.00 TOWN CLRK MISCEL	0.00	0.00	126.00	-126.00	0.00
01-4-009200.00 FIN DEPT MISCEL	0.00	0.00	0.75	-0.75	0.00
01-4-009300.00 LISTER DEPT MISCEL	0.00	0.00	0.00	0.00	0.00
01-4-009350.00 PLAN DEPT MISCEL	0.00	0.00	0.00	0.00	0.00
01-4-009425.00 RECRE DEPT MISCEL	0.00	0.00	457.00	-457.00	455.00
01-4-009500.00 POLICE DEPT MISC	0.00	0.00	69.95	-69.95	0.00
01-4-009555.00 FIRE DEPT. MISCEL	0.00	0.00	732.29	-732.29	0.00
01-4-009600.00 COBRA REIMBURSEMENT	0.00	0.00	491.68	-491.68	0.00
01-4-009700.00 HIWAY DEPT MISCEL	0.00	0.00	-1,957.25	1,957.25	122.75
01-4-009800.00 CONSERVATION COMM.	0.00	0.00	117.00	-117.00	0.00
01-4-009900.00 MISCELLANEOUS	4,000.00	0.00	9,280.52	-5,280.52	510.60
Total MISCELLANEOUS REVENUE	4,000.00	0.00	9,307.83	-5,307.83	1,088.35
Total General	4,708,018.00	0.00	7,487,783.60	-2,749,738.60	41,876.56
04-4-000804.00 DONATIONS-BROOTH TRAIL	0.00	0.00	0.00	0.00	0.00
04-4-000806.00 DONATIONS	0.00	0.00	0.00	0.00	0.00
04-4-000808.00 GILE MOUNTAIN DONATIONS	0.00	0.00	0.00	0.00	0.00
04-4-000810.00 BANK INTEREST	0.00	0.00	528.92	-528.92	0.00

Town of Norwich General Ledger
Revenue Report - CONSERVATION COMM FUND
Current Year Period 12 Jun

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
04-4-000812.00 MILT FRYE NATURE AREA	0.00	0.00	0.00	0.00	0.00
Total CONSERVATION COMM FUND	0.00	0.00	528.92	-528.92	0.00
05-4-000800.00 J GIRARD FUND DONATIONS	0.00	0.00	1,753.77	-1,753.77	0.00
05-4-000801.10 Huntley Mdw Bridge Fund D	0.00	0.00	11,715.00	-11,715.00	790.00
05-4-000802.00 ICE RINK DONATIONS	0.00	0.00	-400.00	400.00	0.00
05-4-000802.20 Brown Schoolhouse Bridge	0.00	0.00	12,401.00	-12,401.00	0.00
05-4-000804.00 PLAYGROUND DONATIONS	0.00	0.00	0.00	0.00	0.00
05-4-000805.00 BARRETT BREAD OVEN DONATI	0.00	0.00	0.00	0.00	0.00
05-4-000806.00 RECREATION FUND-DONATIONS	0.00	0.00	0.00	0.00	0.00
05-4-000808.00 GRANTS	0.00	0.00	500.00	-500.00	0.00
05-4-000810.00 BANK INTEREST	0.00	0.00	185.63	-185.63	0.00
Total RECREATION FACILITY & IMP	0.00	0.00	26,155.40	-26,155.40	790.00
06-4-000760.00 DESIG. GEN. FUND CONTRIB	0.00	0.00	30,000.00	-30,000.00	0.00
06-4-000810.00 BANK INTEREST REVENUE	0.00	0.00	1,886.96	-1,886.96	0.00
06-4-000812.00 INSURANCE CLAIM	0.00	0.00	0.00	0.00	0.00
06-4-000817.00 EQUIPMENT SALES	0.00	0.00	0.00	0.00	0.00
Total FIRE APPARATUS FUND	0.00	0.00	31,886.96	-31,886.96	0.00
07-4-000760.00 DESIG. GEN. FUND INCOME	0.00	0.00	40,000.00	-40,000.00	0.00
07-4-000810.00 BANK INTEREST	0.00	0.00	592.76	-592.76	0.00
07-4-000813.00 INSURANCE CLAIM	0.00	0.00	0.00	0.00	0.00
07-4-000817.00 EQUIPMENT SALES	0.00	0.00	107.00	-107.00	100.00
07-4-000818.00 VT BOND BANK	0.00	0.00	0.00	0.00	0.00
07-4-000820.00 FEMA GRANT ANTICIPATION N	0.00	0.00	0.00	0.00	0.00
07-4-000822.00 ALT FEMA GRANT	0.00	0.00	0.00	0.00	0.00
Total HIGHWAY EQUIPMENT FUND	0.00	0.00	40,699.76	-40,699.76	100.00
08-4-000760.00 DESIG. GEN. FUND	0.00	0.00	35,000.00	-35,000.00	0.00
08-4-000810.00 BANK INTEREST	0.00	0.00	23.80	-23.80	0.00
08-4-000820.00 FEMA GRANT ANTICIPATION	0.00	0.00	0.00	0.00	0.00
08-4-000822.00 ALT FEMA GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
08-4-000824.00 LOAN PROCEEDS	0.00	0.00	132,784.00	-132,784.00	0.00
08-4-009900.00 MISC REVENUES	0.00	0.00	3.00	-3.00	0.00
Total HIGHWAY GARAGE FUND	0.00	0.00	167,810.80	-167,810.80	0.00
09-4-000760.00 DESIG. GEN. FUND INCOME	0.00	0.00	0.00	0.00	0.00
09-4-000810.00 BANK INTEREST	0.00	0.00	116.85	-116.85	0.00
Total SOLID WASTE EQUIP FUND	0.00	0.00	116.85	-116.85	0.00
10-4-000760.00 DESIG. GEN. FUND INCOME	0.00	0.00	0.00	0.00	0.00
10-4-000810.00 BANK INTEREST	0.00	0.00	36.61	-36.61	0.00
Total POLICE STATION FUND	0.00	0.00	36.61	-36.61	0.00

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
11-4-000760.00 DESIG. GEN. FUND INCOME	0.00	0.00	10,000.00	-10,000.00	0.00
11-4-000810.00 BANK INTEREST	0.00	0.00	278.09	-278.09	0.00
11-4-000817.00 SALE OF POLICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00
11-4-000819.00 DRUG ENFORCEMENT INCOME	0.00	0.00	0.00	0.00	0.00
11-4-000820.00 INSURANCE CLAIM	0.00	0.00	0.00	0.00	0.00
11-4-000821.00 2016 EQUIP INCENTIVE GRAN	0.00	0.00	0.00	0.00	0.00
Total POLICE CRUISER	0.00	0.00	10,278.09	-10,278.09	0.00
12-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	21,700.00	-21,700.00	0.00
12-4-000810.00 BANK INTEREST	0.00	0.00	22.13	-22.13	0.00
Total TOWN REAPPRAISAL FUND	0.00	0.00	21,722.13	-21,722.13	0.00
13-4-000410.00 GRANT	0.00	0.00	0.00	0.00	0.00
13-4-000760.00 DESIG. GEN. FUND INCOME	0.00	0.00	20,000.00	-20,000.00	0.00
13-4-000810.00 BANK INTEREST	0.00	0.00	157.67	-157.67	0.00
13-4-000812.00 GAZEBO DONATIONS	0.00	0.00	0.00	0.00	0.00
Total TRACY HALL FUND	0.00	0.00	20,157.67	-20,157.67	0.00
14-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
14-4-000810.00 BANK INTEREST	0.00	0.00	128.49	-128.49	0.00
Total GENERAL ADMIN. FUND	0.00	0.00	128.49	-128.49	0.00
15-4-000800.00 DONATION GRANITE BENCH	0.00	0.00	1,525.00	-1,525.00	0.00
15-4-000810.00 BANK INTEREST	0.00	0.00	3.45	-3.45	0.00
Total Granite bench with crysta	0.00	0.00	1,528.45	-1,528.45	0.00
16-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
16-4-000810.00 BANK INTEREST	0.00	0.00	5.88	-5.88	0.00
16-4-000820.00 FEMA ALT PROJECT REVENUE	0.00	0.00	0.00	0.00	0.00
Total RECREATION FUND-DAM	0.00	0.00	5.88	-5.88	0.00
17-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
17-4-000808.00 WOMEN'S CLUB GRANT	0.00	0.00	0.00	0.00	0.00
17-4-000810.00 BANK INTEREST	0.00	0.00	21.99	-21.99	0.00
Total RECREATION FUND-TENNIS CO	0.00	0.00	21.99	-21.99	0.00
19-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
19-4-000810.00 BANK INTEREST	0.00	0.00	0.00	0.00	0.00
Total TOWN CLERK EQUIP FUND	0.00	0.00	0.00	0.00	0.00
21-4-000760.00 DESIG. GEN. FUND INCOME	0.00	0.00	2,500.00	-2,500.00	0.00

Town of Norwich General Ledger
Revenue Report - POLICE SPEC EQUIP FUND
Current Year Period 12 Jun

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
21-4-000810.00 BANK INTEREST	0.00	0.00	39.29	-39.29	0.00
21-4-000817.00 EQUIPMENT SALES	0.00	0.00	0.00	0.00	0.00
21-4-000818.00 BULLET PROOF VEST	0.00	0.00	431.50	-431.50	0.00
Total POLICE SPEC EQUIP FUND	0.00	0.00	2,970.79	-2,970.79	0.00
22-4-000806.00 DONATIONS	0.00	0.00	0.00	0.00	0.00
22-4-000810.00 BANK INTEREST	0.00	0.00	0.00	0.00	0.00
Total KIDS & COPE FUND	0.00	0.00	0.00	0.00	0.00
23-4-000760.00 DESIG. GEN. FUND INCOME	0.00	0.00	0.00	0.00	0.00
23-4-000806.00 DONATIONS	0.00	0.00	0.00	0.00	0.00
23-4-000810.00 BANK INTEREST	0.00	0.00	122.89	-122.89	0.00
Total AFFORDABLE HOUSING FUND	0.00	0.00	122.89	-122.89	0.00
24-4-000700.00 TIMBER SALE	0.00	0.00	0.00	0.00	0.00
24-4-000808.00 GRANT INCOME	0.00	0.00	845.04	-845.04	0.00
24-4-000810.00 BANK INTEREST	0.00	0.00	70.55	-70.55	0.00
24-4-000814.00 WOMEN'S CLUB GRANT	0.00	0.00	0.00	0.00	0.00
Total LAND MANAGEMENT COUNCIL F	0.00	0.00	915.59	-915.59	0.00
25-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
25-4-000810.00 BANK INTEREST	0.00	0.00	36.11	-36.11	0.00
Total FIRE STATION FUND	0.00	0.00	36.11	-36.11	0.00
26-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	20,610.00	-20,610.00	0.00
26-4-000780.00 FY07 HOMELAND SECURITY GR	0.00	0.00	0.00	0.00	0.00
26-4-000782.00 FY2010 AFG GRANT	0.00	0.00	0.00	0.00	0.00
26-4-000784.00 VLCT GRANT	0.00	0.00	0.00	0.00	0.00
26-4-000810.00 BANK INTEREST	0.00	0.00	228.90	-228.90	0.00
Total FIRE EQUIPMENT FUND	0.00	0.00	20,838.90	-20,838.90	0.00
27-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
27-4-000780.00 MISC. REVENUES	0.00	0.00	0.00	0.00	0.00
27-4-000810.00 BANK INTEREST	0.00	0.00	284.06	-284.06	0.00
Total SIDEWALK FUND	0.00	0.00	284.06	-284.06	0.00
28-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
28-4-000810.00 BANK INTEREST	0.00	0.00	83.60	-83.60	0.00
Total LONG TERM FACILITY STUDY	0.00	0.00	83.60	-83.60	0.00
29-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
29-4-000810.00 BANK INTEREST	0.00	0.00	0.00	0.00	0.00

Town of Norwich General Ledger
Revenue Report - TOWN MANAGER VEHICLE FUND
Current Year Period 12 Jun

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
Total TOWN MANAGER VEHICLE FUND	0.00	0.00	0.00	0.00	0.00
30-4-000760.00 DESIGN. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
30-4-000806.00 GAZEBO DONATIONS	0.00	0.00	0.00	0.00	0.00
30-4-000807.00 DONATION FOR RELOCATION	0.00	0.00	0.00	0.00	0.00
30-4-000808.00 GRANT RECEIPTS	0.00	0.00	0.00	0.00	0.00
30-4-000810.00 BANK INTEREST	0.00	0.00	3.67	-3.67	0.00
Total BANDSTAND RENOVATION FUND	0.00	0.00	3.67	-3.67	0.00
31-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	0.00	0.00	0.00
31-4-000810.00 BANK INTEREST	0.00	0.00	0.00	0.00	0.00
Total COMMUNICATIONS STUDY FUND	0.00	0.00	0.00	0.00	0.00
33-4-000808.00 TRANSFER FROM GENERAL FUN	0.00	0.00	6,489.44	-6,489.44	0.00
33-4-000810.00 INTEREST	0.00	0.00	2.12	-2.12	0.00
33-4-000812.00 DONATIONS	0.00	0.00	0.00	0.00	0.00
Total CITIZEN ASSISTANCE FUND	0.00	0.00	6,491.56	-6,491.56	0.00
34-4-000810.00 INTEREST	0.00	0.00	4.91	-4.91	0.00
Total WCTU FOUNTAIN	0.00	0.00	4.91	-4.91	0.00
35-4-000810.00 INTEREST	0.00	0.00	0.00	0.00	0.00
Total CORRIDOR TREE	0.00	0.00	0.00	0.00	0.00
36-4-000810.00 INTEREST	0.00	0.00	1.37	-1.37	0.00
Total ALURA GRANT	0.00	0.00	1.37	-1.37	0.00
37-4-000810.00 INTEREST	0.00	0.00	3.33	-3.33	0.00
37-4-000812.00 FLAG DONATIONS	0.00	0.00	0.00	0.00	0.00
Total MAIN STREET FLAGS	0.00	0.00	3.33	-3.33	0.00
38-4-000810.00 INTEREST	0.00	0.00	0.00	0.00	0.00
Total SCHOOL LEASELAND	0.00	0.00	0.00	0.00	0.00
39-4-000810.00 INTEREST	0.00	0.00	0.00	0.00	0.00
Total GOSPEL LEASELAND	0.00	0.00	0.00	0.00	0.00
40-4-000760.00 DESIGNATED GEN FUND CONTR	0.00	0.00	0.00	0.00	0.00
40-4-000810.00 BANK INTEREST	0.00	0.00	13.66	-13.66	0.00
40-4-009008.00 SCHOLARSHIP DONATIONS	0.00	0.00	20.00	-20.00	0.00

Town of Norwich General Ledger
Revenue Report - RECREATION SCHOLARSHIPS
Current Year Period 12 Jun

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
Total RECREATION SCHOLARSHIPS	0.00	0.00	33.66	-33.66	0.00
41-4-000402.00 ST. OF VT BRIDGE GRANT	0.00	0.00	0.00	0.00	0.00
41-4-000405.00 FEMA & VT ERAF GRANT	0.00	0.00	0.00	0.00	0.00
41-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	88,000.00	-88,000.00	0.00
41-4-000810.00 BANK INTEREST	0.00	0.00	609.33	-609.33	0.00
Total DPW-BRIDGE FUND	0.00	0.00	88,609.33	-88,609.33	0.00
42-4-000402.00 ST OF VT PAVING GRANT	0.00	0.00	0.00	0.00	0.00
42-4-000760.00 DESIG. GEN. FUND CONTRIB	0.00	0.00	0.00	0.00	0.00
42-4-000810.00 INTEREST	0.00	0.00	784.30	-784.30	0.00
Total DPW-PAVING FUND	0.00	0.00	784.30	-784.30	0.00
43-4-000760.00 DESIGNATED FUND CONTRIB	0.00	0.00	0.00	0.00	0.00
43-4-000810.00 INTEREST	0.00	0.00	306.87	-306.87	0.00
Total BUILDINGS & GROUNDS	0.00	0.00	306.87	-306.87	0.00
44-4-000810.00 INTEREST	0.00	0.00	34.20	-34.20	0.00
44-4-000811.00 INTEREST MASCOMA BANK	0.00	0.00	0.00	0.00	0.00
44-4-000812.00 INTEREST-LEDYARD BANK	0.00	0.00	0.00	0.00	0.00
44-4-000818.00 TAX EXEMPT LEASE PURCHASE	0.00	0.00	0.00	0.00	0.00
44-4-000819.00 BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
44-4-000820.00 GRANT HOME/ND SECURITY	0.00	0.00	0.00	0.00	0.00
44-4-000821.00 TRANSFER IN COMM. FUND	0.00	0.00	0.00	0.00	0.00
Total COMMUNICATIONS CONSTRUCTI	0.00	0.00	34.20	-34.20	0.00
45-4-000302.00 RESTORATION REVENUE	0.00	0.00	11,056.50	-11,056.50	1,503.00
45-4-000760.00 DESIG. GEN. FUND INCOME	0.00	0.00	0.00	0.00	0.00
45-4-000810.00 INTEREST	0.00	0.00	40.66	-40.66	0.00
Total RECORDS RESTORATION	0.00	0.00	11,097.16	-11,097.16	1,503.00
46-4-000760.00 DESIG. GEN FUND INCOME	0.00	0.00	25,000.00	-25,000.00	0.00
46-4-000810.00 INTEREST	0.00	0.00	73.03	-73.03	0.00
Total GENERATOR FUND	0.00	0.00	25,073.03	-25,073.03	0.00
47-4-000760.00 PROCEEDS FROM DEBT ISSUAN	0.00	0.00	0.00	0.00	0.00
47-4-000802.00 DONATIONS	0.00	0.00	0.00	0.00	0.00
47-4-000804.00 INSURANCE REFUND	0.00	0.00	0.00	0.00	0.00
47-4-000810.00 INTEREST US BANK	0.00	0.00	0.00	0.00	0.00
47-4-000819.00 BOND /LOAN PROCEEDS	0.00	0.00	107,216.00	-107,216.00	0.00
Total PUBLIC SAFETY FACILITY	0.00	0.00	107,216.00	-107,216.00	0.00

07/17/20
02:34 pm

Town of Norwich General Ledger
Revenue Report - PUBLIC SAFETY FACILITY
Current Year Period 12 Jun

Page 9 of 9
HTML5BGRAMMER

Account	Estimated Revenue	Applied For	Received To Date	Uncollected Balance	FY-19/20 MTD Pd 12 Jun
Total All Funds	4,708,018.00	0.00	8,043,742.93	-3,335,724.93	44,269.56

Town of Norwich General Ledger
Expenditure Report - General
Current Year Period 12 Jun

9

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-005 TOWN ADMIN. EXPENSE					
01-5-005110.00 SELECTBOARD STIPEND	2,500.00	0.00	1,500.00	1,000.00	750.00
01-5-005111.00 TOWN MANAGER WAGE	89,076.00	0.00	91,261.52	-2,185.52	10,489.83
01-5-005113.00 TREASURER STIPEND	1,750.00	0.00	1,750.00	0.00	875.00
01-5-005114.00 ADMIN ASSIST WAGE	52,456.00	0.00	52,095.49	360.51	6,033.61
01-5-005114.10 ADMIN ASST OT	500.00	0.00	0.00	500.00	0.00
01-5-005121.00 FICA TAX	9,069.00	0.00	8,836.01	232.99	1,093.18
01-5-005122.00 MEDI TAX	2,121.00	0.00	2,090.42	30.58	255.68
01-5-005123.00 HEALTH INSUR	42,971.00	0.00	43,334.06	-363.06	3,541.52
01-5-005124.00 DISABILITY/LIFE INSUR	1,721.00	0.00	1,483.64	237.36	259.54
01-5-005125.00 DENTAL INSURANCE	432.00	0.00	404.42	27.58	117.66
01-5-005126.00 VT RETIREMENT	7,989.00	0.00	8,567.35	-578.35	963.87
01-5-005126.01 VT RETIREMENT ADJUSTMENT	0.00	0.00	-6,420.59	6,420.59	0.00
01-5-005300.00 PROFESS SERV	51,667.00	0.00	66,901.61	-15,234.61	7,377.91
01-5-005301.00 PROF SERVICES-DAM LITIGAT	0.00	0.00	250.00	-250.00	0.00
01-5-005302.00 VLCT MEMBERSHIP	5,117.00	0.00	5,117.00	0.00	0.00
01-5-005310.00 TOWN REPORT	5,000.00	0.00	2,204.07	2,795.93	-901.68
01-5-005531.00 ADMIN TELEPHONE	625.00	0.00	802.31	-177.31	78.75
01-5-005532.00 T MNGR CELL PHONE	650.00	0.00	577.96	72.04	83.02
01-5-005538.00 POSTAGE	100.00	0.00	234.31	-134.31	0.00
01-5-005540.00 ADVERTISING	1,000.00	0.00	751.13	248.87	276.54
01-5-005581.00 MILEAGE	350.00	0.00	201.95	148.05	0.00
01-5-005610.00 OFFICE SUPPLIES	500.00	0.00	1,129.64	-629.64	382.20
01-5-005611.00 OFFICE EQUIP	300.00	0.00	369.99	-69.99	0.00
01-5-005615.00 DUES/MTS/EDUC	1,800.00	0.00	778.00	1,022.00	0.00
01-5-005701.00 COMMITTEE	50.00	0.00	0.00	50.00	0.00
01-5-005701.20 ENERGY COMMITTEE	1,500.00	0.00	18,347.45	-16,847.45	0.00
01-5-005900.00 MISCELLANEOUS	500.00	0.00	1,994.58	-1,494.58	0.00
01-5-005900.01 BEC Payments	0.00	0.00	249,720.00	-249,720.00	0.00
Total TOWN ADMIN. EXPENSE	279,744.00	0.00	554,282.32	-274,538.32	31,676.63
01-5-010 BCA/BOA EXPENDITURES					
01-5-010110.00 JUSTICES WAGE	450.00	0.00	341.25	108.75	341.25
01-5-010538.00 POSTAGE	150.00	0.00	6.85	143.15	0.00
01-5-010610.00 OFFICE SUPPLIES	25.00	0.00	0.00	25.00	0.00
01-5-010615.00 DUES/MTGS/EDUC	300.00	0.00	0.00	300.00	0.00
Total BCA/BOA EXPENDITURES	925.00	0.00	348.10	576.90	341.25
01-5-050 STAT MTGS EXPENDITURES					
01-5-050110.00 POLLWORKERS WAGE	400.00	0.00	214.39	185.61	214.39
01-5-050538.00 POSTAGE	125.00	0.00	0.00	125.00	0.00
01-5-050540.00 ADVERTISING	180.00	0.00	207.63	-27.63	0.00
01-5-050550.00 PRINTING	2,000.00	0.00	2,053.63	-53.63	0.00
01-5-050610.00 OFFICE SUPPLIES	120.00	0.00	39.89	80.11	0.00
01-5-050650.00 VOTING MACHINE	70.00	0.00	0.00	70.00	0.00
01-5-050652.00 VOTING MACH MAINT AGRMT	350.00	0.00	0.00	350.00	0.00
01-5-050655.00 VTG MCHN PROGRAMG	2,500.00	0.00	1,197.67	1,302.33	0.00
Total STAT MTGS EXPENDITURES	5,745.00	0.00	3,713.21	2,031.79	214.39

Town of Norwich General Ledger
Expenditure Report - General
Current Year Period 12 Jun

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-100 TOWN CLERK EXPENDITURES					
01-5-100110.00 TOWN CLERK WAGE	68,068.00	0.00	67,630.94	437.06	7,803.57
01-5-100112.00 ASST CLK WAGE	43,646.00	0.00	45,108.87	-1,462.87	5,256.00
01-5-100121.00 FICA TAX	6,926.00	0.00	6,810.97	115.03	756.57
01-5-100122.00 MEDI TAX	1,620.00	0.00	1,592.87	27.13	176.94
01-5-100123.00 HEALTH INS	29,998.00	0.00	25,705.57	4,292.43	1,680.30
01-5-100124.00 DISABILITY/LIFE INS	1,412.00	0.00	1,205.21	206.79	210.22
01-5-100125.00 DENTAL INSURANCE	864.00	0.00	860.82	3.18	181.58
01-5-100126.00 VT RETIREMENT	6,284.00	0.00	7,406.00	-1,122.00	761.81
01-5-100207.00 DOG/CAT LICENSE	300.00	0.00	253.03	46.97	0.00
01-5-100209.00 VITAL STATISTICS	25.00	0.00	0.00	25.00	0.00
01-5-100341.00 RECORD RESTORATION	0.00	0.00	5,885.50	-5,885.50	5,885.50
01-5-100342.00 Permit/license refund	0.00	0.00	30.00	-30.00	0.00
01-5-100531.00 TELEPHONE	515.00	0.00	480.55	34.45	78.73
01-5-100540.00 ADVERTISING	150.00	0.00	0.00	150.00	0.00
01-5-100610.00 OFFICE SUPPLIES	1,500.00	0.00	422.42	1,077.58	313.23
01-5-100611.00 OFFICE EQUIPMENT	175.00	0.00	129.99	45.01	0.00
01-5-100613.00 SOFTWARE	3,120.00	0.00	3,010.46	109.54	520.00
01-5-100615.00 DUES/MTGS/EDUC	150.00	0.00	210.00	-60.00	0.00
Total TOWN CLERK EXPENDITURES	164,753.00	0.00	166,743.20	-1,990.20	23,624.45
01-5-200 FINANCE DEPARTMENT					
01-5-200112.00 FINL ASSISTANT WAGE	28,259.00	0.00	72,069.07	-43,810.07	15,236.92
01-5-200112.10 FINANCE OFFICER WAGE	71,651.00	0.00	41,094.77	30,556.23	2,621.50
01-5-200121.00 FICA TAX	6,194.00	0.00	2,624.50	3,569.50	10.71
01-5-200122.00 MEDI TAX	1,449.00	0.00	570.47	878.53	2.50
01-5-200123.00 HEALTH INS	45,000.00	0.00	1,555.20	43,444.80	1,555.20
01-5-200124.00 DISABILITY/LIFE INS	1,170.00	0.00	351.23	818.77	0.00
01-5-200125.00 DENTAL INSURANCE	432.00	0.00	621.80	-189.80	-247.50
01-5-200126.00 VT RETIREMENT	5,620.00	0.00	2,813.11	2,806.89	0.00
01-5-200322.00 INDEPENDENT AUDIT	10,815.00	0.00	11,740.00	-925.00	0.00
01-5-200531.00 TELEPHONE	500.00	0.00	613.53	-113.53	208.60
01-5-200540.00 ADVERTISING	220.00	0.00	0.00	220.00	0.00
01-5-200550.00 PRINTING	75.00	0.00	78.25	-3.25	0.00
01-5-200610.00 OFFICE SUPPLIES	1,500.00	0.00	1,837.79	-337.79	116.71
01-5-200611.00 OFFICE EQUIPMENT	250.00	0.00	0.00	250.00	0.00
01-5-200613.00 SOFTWARE	850.00	0.00	902.79	-52.79	0.00
01-5-200615.00 DUES/MTGS/EDUC	250.00	0.00	120.00	130.00	30.00
Total FINANCE DEPARTMENT	174,235.00	0.00	136,992.51	37,242.49	19,534.64
01-5-275 GEN ADMIN EXPENDITURES					
01-5-275531.00 TELEPHONE	800.00	0.00	551.70	248.30	78.73
01-5-275536.00 POSTAGE METER RENTAL	700.00	0.00	1,089.82	-389.82	0.00
01-5-275538.00 POSTAGE	3,000.00	0.00	3,793.18	-793.18	700.00
01-5-275610.00 OFFICE SUPPLIES	1,000.00	0.00	1,140.64	-140.64	333.56
01-5-275620.00 PHOTOCOPIER	2,500.00	0.00	1,371.17	1,128.83	0.00
01-5-275628.00 COMPUTER SOFTWARE	0.00	0.00	47.50	-47.50	0.00

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-275630.00 COMPUTER HARDWARE	0.00	0.00	1,399.31	-1,399.31	0.00
01-5-275631.00 WEB SITE SUPPORT	500.00	0.00	600.00	-100.00	0.00
01-5-275632.00 SERVER MAINTENANCE	7,000.00	0.00	4,819.31	2,180.69	142.43
Total GEN ADMIN EXPENDITURES	15,500.00	0.00	14,812.63	687.37	1,254.72
01-5-300 LISTER/ASSESSOR EXPENDITURE					
01-5-300110.00 LISTER WAGE	4,500.00	0.00	3,750.00	750.00	1,500.00
01-5-300112.00 OFFICE ASST WAGE	16,955.00	0.00	16,896.12	58.88	2,300.28
01-5-300121.00 FICA TAX	1,330.00	0.00	1,322.08	7.92	235.62
01-5-300122.00 MEDI TAX	311.00	0.00	309.23	1.77	55.11
01-5-300124.00 DISABILITY/LIFE INSURANCE	230.00	0.00	0.00	230.00	0.00
01-5-300126.00 VT RETIREMENT	954.00	0.00	0.00	954.00	0.00
01-5-300300.00 PROFESS SERVICES	45,000.00	0.00	29,965.52	15,034.48	7,922.14
01-5-300360.00 SOFTWARE MAINT/UPDATE	6,100.00	0.00	5,751.39	348.61	0.00
01-5-300531.00 TELEPHONE	530.00	0.00	465.75	64.25	78.72
01-5-300538.00 POSTAGE	600.00	0.00	33.55	566.45	0.00
01-5-300540.00 ADVERTISING	150.00	0.00	0.00	150.00	0.00
01-5-300550.00 PRINTING	150.00	0.00	16.50	133.50	0.00
01-5-300580.00 MILEAGE REIMB	280.00	0.00	0.00	280.00	0.00
01-5-300610.00 OFFICE SUPPLIES	150.00	0.00	54.87	95.13	27.80
01-5-300611.00 OFFICE EQUIPMENT	250.00	0.00	0.00	250.00	0.00
01-5-300615.00 DUES/MTGS/EDUC	300.00	0.00	0.00	300.00	0.00
01-5-300760.00 DESIGNATED FUND-REAPPR	21,700.00	0.00	21,700.00	0.00	0.00
Total LISTER/ASSESSOR EXPENDITURE	99,490.00	0.00	80,265.01	19,224.99	12,119.67
01-5-350 PLANNING DEPT EXPENDITURE					
01-5-350110.00 PLAN ADMIN WAGE	70,787.00	0.00	69,501.12	1,285.88	8,019.36
01-5-350112.00 OFFICE ASST. WAGE	24,301.00	0.00	25,288.48	-987.48	2,974.35
01-5-350121.00 FICA TAX	5,895.00	0.00	6,035.46	-140.46	658.06
01-5-350122.00 MEDI TAX	1,379.00	0.00	1,411.53	-32.53	153.90
01-5-350123.00 HEALTH INS	14,924.00	0.00	14,599.56	324.44	0.00
01-5-350124.00 DISABILITY/LIFE INS	878.00	0.00	773.53	104.47	135.24
01-5-350125.00 DENTAL INSURANCE	432.00	0.00	446.28	-14.28	74.38
01-5-350126.00 VT RETIREMENT	3,982.00	0.00	4,387.96	-405.96	467.79
01-5-350230.00 TOWN PLAN	5,000.00	0.00	512.69	4,487.31	0.00
01-5-350320.00 PLANNING SERVICES	3,500.00	0.00	0.00	3,500.00	0.00
01-5-350321.00 TWO RIVER PLANNING COMM.	5,087.00	0.00	5,087.00	0.00	0.00
01-5-350322.00 U.V. TRANSPORTATION MGMT	1,063.00	0.00	1,063.00	0.00	0.00
01-5-350341.00 MAPPING	3,000.00	0.00	400.00	2,600.00	0.00
01-5-350408.00 HISTORIC PRES COMM.	1,000.00	0.00	0.00	1,000.00	0.00
01-5-350416.00 HIST PRES GRANT	0.00	0.00	8,840.00	-8,840.00	0.00
01-5-350531.00 TELEPHONE	450.00	0.00	498.80	-48.80	78.72
01-5-350538.00 POSTAGE	350.00	0.00	573.80	-223.80	0.00
01-5-350540.00 ADVERTISING	600.00	0.00	272.00	328.00	200.60
01-5-350550.00 PRINTING	150.00	0.00	11.25	138.75	0.00
01-5-350580.00 MILEAGE REIMB	500.00	0.00	188.50	311.50	0.00
01-5-350610.00 OFFICE SUPPLIES	350.00	0.00	896.44	-546.44	635.87
01-5-350611.00 OFFICE EQUIPMENT	250.00	0.00	635.95	-385.95	0.00

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-350615.00 DUES/MTGS/EDUC	2,000.00	0.00	435.00	1,565.00	390.00
Total PLANNING DEPT EXPENDITURE	145,878.00	0.00	141,858.35	4,019.65	13,788.27
01-5-425 RECREA DEPT EXPENDITURES					
01-5-4251 ADMINISTRATION					
01-5-425110.00 RECREATION DIR WAGE	64,165.00	0.00	64,148.46	16.54	7,264.53
01-5-425121.00 FICA TAX	3,978.00	0.00	4,291.79	-313.79	480.72
01-5-425122.00 MEDI TAX	930.00	0.00	1,003.79	-73.79	112.44
01-5-425123.00 HEALTH INS	21,441.00	0.00	22,103.79	-662.79	1,654.12
01-5-425124.00 DISABILITY/LIFE INSUR	862.00	0.00	826.29	35.71	129.16
01-5-425125.00 DENTAL INSURANCE	432.00	0.00	404.42	27.58	117.66
01-5-425126.00 VT RETIREMENT	3,609.00	0.00	4,704.34	-1,095.34	446.06
01-5-425127.00 TELEPHONE	550.00	0.00	501.15	48.85	78.73
01-5-425128.00 POSTAGE	200.00	0.00	105.00	95.00	92.00
01-5-425140.00 ADVERTISING	50.00	0.00	0.00	50.00	0.00
01-5-425150.00 PRINTING	50.00	0.00	0.00	50.00	0.00
01-5-425160.00 DUES/MTGS/EDUC	850.00	0.00	405.00	445.00	80.00
01-5-425170.00 OFFICE EQUIPMENT	100.00	0.00	140.81	-40.81	71.99
01-5-425180.00 MILEAGE REIMBURSEMENT	400.00	0.00	0.00	400.00	0.00
01-5-425182.00 OFFICE SUPPLIES	225.00	0.00	321.61	-96.61	0.00
Total ADMINISTRATION	97,842.00	0.00	98,956.45	-1,114.45	10,527.41
01-5-4252 PROGRAM					
01-5-425200.00 INSTRUCTOR FEE	85,000.00	0.00	29,754.78	55,245.22	146.30
01-5-425206.00 COACHING MATERIALS	450.00	0.00	250.78	199.22	0.00
01-5-425208.00 TEE SHIRT/HAT	4,000.00	0.00	1,290.25	2,709.75	0.00
01-5-425211.00 EQUIPMENT	4,000.00	0.00	1,323.15	2,676.85	528.00
01-5-425212.00 PROGRAM WAGE	13,000.00	0.00	33,956.88	-20,956.88	276.00
01-5-425214.00 REFERREE/UMPIRE	4,000.00	0.00	3,160.00	840.00	0.00
01-5-425216.00 ENTRY FEE	1,300.00	0.00	3,464.00	-2,164.00	0.00
01-5-425218.00 REGISTRATION FEES	8,000.00	0.00	10,868.34	-2,868.34	45.00
01-5-425219.00 M.CROSS SCHOOL RENTAL FEE	13,500.00	0.00	6,615.00	6,885.00	0.00
01-5-425220.00 SPECIAL EVENTS /SUPPLIES	1,100.00	0.00	420.49	679.51	0.00
01-5-425221.00 FICA TAX	806.00	0.00	2,509.67	-1,703.67	17.11
01-5-425222.00 MEDI TAX	189.00	0.00	587.08	-398.08	4.00
01-5-425224.00 UV RAPIDS	0.00	0.00	1,249.00	-1,249.00	0.00
01-5-425244.00 UNIFORMS	700.00	0.00	789.90	-89.90	0.00
Total PROGRAM	136,045.00	0.00	96,239.32	39,805.68	1,016.41
01-5-4253 RECREATION FACILITIES					
01-5-425322.00 REC FIELD CARE	10,750.00	0.00	2,550.44	8,199.56	61.96
01-5-425324.00 HNTLY LINE MARKING	4,000.00	0.00	916.66	3,083.34	0.00
01-5-425326.00 PORTABLE TOILET	350.00	0.00	1,138.03	-788.03	0.00
01-5-425330.00 REPAIRS & MAINT	2,000.00	0.00	158.47	1,841.53	0.00
01-5-425332.00 WATER USAGE	400.00	0.00	430.64	-30.64	82.30
01-5-425333.00 WOMEN'S CLUB GRANT	0.00	0.00	170.00	-170.00	0.00
01-5-425350.00 MAHHC Prevention Grant	0.00	0.00	10,745.99	-10,745.99	1,522.32

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-425350.10 VT Recreation Restart Gra	0.00	0.00	1,274.67	-1,274.67	1,274.67
Total RECREATION FACILITIES	17,500.00	0.00	17,384.90	115.10	2,941.25
Total RECNEA DEPT EXPENDITURES	251,387.00	0.00	212,580.67	38,806.33	14,485.07
01-5-485 PUBLIC SAFETY FACILITY					
01-5-485232.00 WATER USAGE	1,000.00	0.00	897.49	102.51	277.26
01-5-485233.00 ELECTRICITY	6,250.00	0.00	10,678.37	-4,428.37	1,066.00
01-5-485234.00 HEATING	2,500.00	0.00	-534.61	3,034.61	0.00
01-5-485234.10 Apparatus Bay FD	0.00	0.00	1,646.01	-1,646.01	0.00
01-5-485238.00 PHONE & INTERNET	0.00	0.00	3,921.48	-3,921.48	855.66
01-5-485301.00 BUILDING SUPPLIES	1,000.00	0.00	337.02	662.98	150.49
01-5-485302.00 REPAIRS & MAINTENANCE	1,500.00	0.00	2,568.00	-1,068.00	105.98
01-5-485302.10 Apparatus (NFD)	0.00	0.00	3,147.13	-3,147.13	509.60
01-5-485303.00 ALARM MONITORING	210.00	0.00	118.75	91.25	0.00
01-5-485304.00 CLEANING	9,360.00	0.00	10,370.98	-1,010.98	1,453.98
Total PUBLIC SAFETY FACILITY	21,820.00	0.00	33,150.62	-11,330.62	4,418.97
01-5-500 POLICE DEPT EXPENDITURES					
01-5-5001 WAGES & BENEFITS					
01-5-500110.00 POLICE CHIEF WAGE	81,000.00	0.00	81,294.07	-294.07	9,503.28
01-5-500112.00 POLICE OFFICER WAGE	162,962.00	0.00	159,473.53	3,488.47	16,511.45
01-5-500112.10 ON-CALL WAGES	6,000.00	0.00	5,520.30	479.70	415.19
01-5-500113.00 OVERTIME OFFICER WAGE	22,070.00	0.00	19,240.68	2,759.32	1,338.83
01-5-500114.00 ADMINISTRATIVE WAGE	48,116.00	0.00	47,408.92	707.08	5,455.20
01-5-500115.00 PARTTIME OFFICER WAGE	5,000.00	0.00	565.75	4,434.25	0.00
01-5-500116.00 CROSSING GUARD WAGE	15,200.00	0.00	14,259.83	940.17	1,282.50
01-5-500117.00 GOVERNOR'S HWY SAFETY GRA	0.00	0.00	1,099.05	-1,099.05	636.65
01-5-500118.00 SPECIAL DUTY WAGE	0.00	0.00	160.00	-160.00	0.00
01-5-500121.00 FICA TAX	21,097.00	0.00	20,763.19	333.81	2,126.75
01-5-500122.00 MEDI TAX	4,934.00	0.00	4,855.85	78.15	497.39
01-5-500123.00 HEALTH INS	68,437.00	0.00	59,299.82	9,137.18	4,921.83
01-5-500124.00 DISABILITY/LIFE INS	3,708.00	0.00	2,668.32	1,039.68	208.26
01-5-500125.00 DELTA DENTAL	2,160.00	0.00	2,104.50	55.50	124.68
01-5-500126.00 VT RETIREMENT	22,764.00	0.00	27,639.52	-4,875.52	2,406.07
Total WAGES & BENEFITS	463,378.00	0.00	446,353.33	17,024.67	45,428.08
01-5-5002 COMMUNITY POLICING					
01-5-500201.00 ANIMAL CONT/LEASH LAW	800.00	0.00	1,623.36	-823.36	0.00
01-5-500201.10 Dog fine refund	0.00	0.00	50.00	-50.00	0.00
01-5-500202.00 COMMUNITY RELATNS	1,200.00	0.00	483.41	716.59	83.97
01-5-500204.00 SPEED SIGNS	1,200.00	0.00	3,009.65	-1,809.65	290.04
01-5-500206.00 NORWIIICH CADET PROGRAM	500.00	0.00	0.00	500.00	0.00
Total COMMUNITY POLICING	3,700.00	0.00	5,166.42	-1,466.42	374.01

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-3003 EQUIPMENT & MAINTENANCE					
01-5-500301.00 RADIO MAINTENANCE	800.00	0.00	315.00	485.00	0.00
01-5-500302.00 PETROLEUM PRODUCTS	8,000.00	0.00	2,180.84	5,819.16	0.00
01-5-500304.00 CRUISER VIDEO EQUIP	500.00	0.00	39.90	460.10	23.91
01-5-500306.00 CRUISER MAINT	7,500.00	0.00	6,355.28	1,144.72	1,805.03
01-5-500308.00 CRUISER SUPPLIES	500.00	0.00	186.21	313.79	0.00
Total EQUIPMENT & MAINTENANCE	17,300.00	0.00	9,077.23	8,222.77	1,828.94
01-5-3004 GRANTS					
01-5-500432.00 NORWICH WOMENS CLUB GRANT	0.00	0.00	649.24	-649.24	0.00
Total GRANTS	0.00	0.00	649.24	-649.24	0.00
01-5-3005 SUPPORT					
01-5-500501.00 ADMINISTRATION	7,000.00	0.00	4,633.74	2,366.26	1,021.48
01-5-500535.00 VIBRS	3,500.00	0.00	2,290.54	1,209.46	550.11
01-5-500536.00 DISPATCH SERVICES	62,817.00	0.00	61,672.50	1,144.50	0.00
01-5-500538.00 TRAINING	2,500.00	0.00	1,588.45	911.55	1,899.95
01-5-500543.00 TRAINING SUPPLIES	500.00	0.00	377.98	122.02	0.00
01-5-500580.00 MILEAGE REIMB	200.00	0.00	74.24	125.76	0.00
01-5-500581.00 DUES/MTGS/EDUC	750.00	0.00	714.14	35.86	0.00
01-5-500582.00 UNIFORMS	2,500.00	0.00	2,741.28	-241.28	364.99
01-5-500583.00 UNIFORMS CLEANING	1,500.00	0.00	1,438.45	61.55	223.25
01-5-500584.00 BULLET PROOF VESTS	0.00	0.00	1,146.00	-1,146.00	1,146.00
Total SUPPORT	81,267.00	0.00	76,677.32	4,589.68	5,205.78
01-5-3007 CAPITAL EXPENDITURES					
01-5-500701.00 DESIGNATED FUND-SPEC EQUI	2,500.00	0.00	2,885.45	-385.45	0.00
01-5-500702.00 DESIGNATED FUND-CRUISER	10,000.00	0.00	10,000.00	0.00	0.00
Total CAPITAL EXPENDITURES	12,500.00	0.00	12,885.45	-385.45	0.00
Total POLICE DEPT EXPENDITURES	578,145.00	0.00	550,808.99	27,336.01	52,836.81
01-5-555 FIRE/FAST DEPT. EXPENSES					
01-5-5551 FIRE WAGES					
01-5-555108.00 FIRE CHIEF WAGES	62,230.00	0.00	64,892.20	-2,662.20	7,273.53
01-5-555110.00 FIRE OFFICER STIPEND	1,500.00	0.00	1,500.00	0.00	1,500.00
01-5-555112.00 FIREFIGHTERS WAGE	34,000.00	0.00	26,347.64	7,652.36	3,403.22
01-5-555114.00 FF DRILLS/MTGS WAGE	3,000.00	0.00	2,160.00	840.00	460.00
01-5-555121.00 FICA TAX	6,245.00	0.00	5,766.97	478.03	741.58
01-5-555122.00 MEDI TAX	1,461.00	0.00	1,348.01	112.99	173.45
01-5-555123.00 HEALTH INSURANCE	15,966.00	0.00	15,582.00	384.00	1,128.65
01-5-555124.00 DISABILITY/LIFE INSURANCE	817.00	0.00	719.07	97.93	125.62
01-5-555125.00 VT RETIREMENT	3,500.00	0.00	4,413.57	-913.57	424.29
01-5-555126.00 DENTAL INSURANCE	324.00	0.00	330.87	-6.87	78.91
Total FIRE WAGES	129,043.00	0.00	123,060.33	5,982.67	15,309.25

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-5552 EMS WAGES					
01-5-555212.00 EMS WAGE	6,000.00	0.00	6,944.45	-944.45	727.57
01-5-555215.00 EMS DRILL WAGE	1,800.00	0.00	1,920.00	-120.00	260.00
01-5-555221.00 EMS FICA TAX	484.00	0.00	539.80	-55.80	55.84
01-5-555222.00 EMS MEDI TAX	113.00	0.00	126.81	-13.81	13.05
Total EMS WAGES	8,397.00	0.00	9,531.06	-1,134.06	1,056.46
01-5-5553 EDUCATION & TRAINING					
01-5-555338.00 FIRE EDUC/TRAINING	1,000.00	0.00	481.82	518.18	0.00
01-5-555340.00 EMS EDUC/TRNG	1,400.00	0.00	615.31	784.69	95.31
01-5-555342.00 FIRE DUES/MTGS/EDUC	750.00	0.00	205.00	545.00	0.00
Total EDUCATION & TRAINING	3,150.00	0.00	1,302.13	1,847.87	95.31
01-5-5554 TOOLS & EQUIPMENT					
01-5-555422.00 FIRE TOOLS & EQUIPMENT	4,000.00	0.00	3,900.37	99.63	1,170.82
01-5-555424.00 EMS TOOLS/ EQUIP	1,900.00	0.00	1,958.50	-58.50	376.44
01-5-555426.00 RADIO PURCH/REPAIR	1,000.00	0.00	502.00	498.00	502.00
Total TOOLS & EQUIPMENT	6,900.00	0.00	6,360.87	539.13	2,049.26
01-5-5555 MAINTENANCE					
01-5-555528.00 FIRE TRK R & M	14,000.00	0.00	14,168.23	-168.23	1,200.73
01-5-555530.00 EQUIPMENT MAINTENANCE	2,000.00	0.00	1,325.36	674.64	49.85
01-5-555532.00 RADIO MAINTENANCE	500.00	0.00	195.88	304.12	195.88
01-5-555534.00 SOFTWARE MAINTENANCE	400.00	0.00	119.88	280.12	0.00
01-5-555536.00 COMPUTER MAINTENANCE	450.00	0.00	0.00	450.00	0.00
01-5-555538.00 PETROLEUM PRODUCTS	3,000.00	0.00	1,914.05	1,085.95	77.60
Total MAINTENANCE	20,350.00	0.00	17,723.40	2,626.60	1,524.06
01-5-5556 SUPPORT					
01-5-555614.00 RECRUITMENT	100.00	0.00	100.00	0.00	100.00
01-5-555618.00 POSTAGE	75.00	0.00	8.30	66.70	8.30
01-5-555619.00 FIRE PREV BOOKS & MATERIA	100.00	0.00	91.95	8.05	91.95
01-5-555620.00 FIREFIGHTERS CASUL INS	4,900.00	0.00	8,745.84	-3,845.84	0.00
01-5-555625.00 TELEPHONE & INTERNET	1,800.00	0.00	687.13	1,112.87	80.02
01-5-555630.00 OFFICE SUPPLIES	400.00	0.00	543.50	-143.50	275.83
01-5-555632.00 DISPATCH SERVICE	20,985.00	0.00	20,985.00	0.00	0.00
01-5-555633.00 UNIFORM	225.00	0.00	159.19	65.81	159.19
01-5-555634.00 HYDRANT RENTAL	22,500.00	0.00	22,499.00	1.00	0.00
01-5-555635.00 DRY HYDRANT	200.00	0.00	4.99	195.01	0.00
01-5-555636.00 OSHA COMPLIANCE	1,100.00	0.00	136.00	964.00	136.00
Total SUPPORT	52,385.00	0.00	53,960.90	-1,375.90	851.28
01-5-5557 CAPITAL EXPENDITURES					
01-5-555758.00 DESIGNATED FUND-APPARATUS	30,000.00	0.00	30,000.00	0.00	0.00

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-555760.00 DESIGNATED FUND-EQUIPMENT	20,610.00	0.00	20,610.00	0.00	0.00
Total CAPITAL EXPENDITURES	50,610.00	0.00	50,610.00	0.00	0.00
01-5-5558 GRANT EXPENSE					
01-5-555830.00 DRY HYDRANT GRANT	0.00	0.00	2,585.00	-2,585.00	0.00
Total GRANT EXPENSE	0.00	0.00	2,585.00	-2,585.00	0.00
01-5-5559 AMBULANCE SERVICES					
01-5-555901.00 AMBULANCE CONTRACT	130,235.00	0.00	126,113.00	4,122.00	0.00
01-5-555903.00 AMBULANCE BILLS	12,000.00	0.00	2,888.30	9,111.70	0.00
Total AMBULANCE SERVICES	142,235.00	0.00	129,001.30	13,233.70	0.00
Total FIRE/FAST DEPT. EXPENSES	413,070.00	0.00	394,134.99	18,935.01	20,885.63
01-5-575 EMERGENCY MANAGEMENT					
01-5-575100.00 DEBT SERVICE TOWER PRINCI	32,078.00	0.00	27,500.00	4,578.00	0.00
01-5-575105.00 DEBT SERVICE TOWER INTERE	0.00	0.00	3,909.82	-3,909.82	0.00
01-5-575233.00 TOWER POWER	600.00	0.00	395.32	204.68	84.94
01-5-575600.00 EMERG MAN ADMIN	100.00	0.00	0.00	100.00	0.00
01-5-575610.00 EMERG MNGMT SUPPLIES	50.00	0.00	0.00	50.00	0.00
01-5-575612.00 GENERATOR FUEL	300.00	0.00	66.42	233.58	0.00
01-5-575620.00 EMERG GEN MAINT	6,200.00	0.00	1,125.85	5,074.15	0.00
01-5-575630.00 BASE RADIO MAINTENANCE	500.00	0.00	0.00	500.00	0.00
01-5-575740.00 DESIGNATED FUND-GENERATOR	25,000.00	0.00	25,000.00	0.00	0.00
Total EMERGENCY MANAGEMENT	64,828.00	0.00	57,997.41	6,830.59	84.94
01-5-650 CONSERVATION					
01-5-650615.00 DUES/MTGS/EDUC	850.00	0.00	50.00	800.00	0.00
01-5-650620.00 SPKRS/PUBLIC INFO	300.00	0.00	0.00	300.00	0.00
01-5-650625.00 PUBLICITY	300.00	0.00	750.00	-450.00	750.00
01-5-650630.00 TRAILS	3,000.00	0.00	933.80	2,066.20	837.80
01-5-650632.00 WATER QUAL MONIT	500.00	0.00	0.00	500.00	0.00
01-5-650635.00 MILT FRYE NATURE AREA	1,000.00	0.00	101.12	898.88	101.12
01-5-650700.00 NATRL RESRCS INVEN	1,000.00	0.00	0.00	1,000.00	0.00
01-5-650710.00 PROJECT RESTORATION	1,000.00	0.00	0.00	1,000.00	0.00
Total CONSERVATION	7,950.00	0.00	1,834.92	6,115.08	1,688.92
01-5-675 CEMETERY COMMISSION					
01-5-675232.00 WATER	0.00	0.00	0.00	0.00	82.30
01-5-675500.00 PURCHASED SERVICE	0.00	0.00	0.00	0.00	1,666.66
01-5-675612.00 CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	1,870.00
Total CEMETERY COMMISSION	0.00	0.00	0.00	0.00	3,618.96
01-5-70 PUBLIC WORKS DEPT.					

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-703 HIGHWAY DIVISION					
01-5-7031 HIGHWAY WAGES & BENEFITS					
01-5-703110.00 DIRECTOR OF PUBLIC WORKS	80,924.00	0.00	82,268.89	-1,344.89	9,316.92
01-5-703112.00 ROAD CREW WAGES	264,258.00	0.00	263,216.51	1,041.49	35,826.16
01-5-703114.00 ROAD CREW OVERTIME	29,000.00	0.00	44,954.84	-15,954.84	123.44
01-5-703116.00 PAGER COMPENSATION	2,750.00	0.00	3,850.00	-1,100.00	3,300.00
01-5-703121.00 FICA	23,319.00	0.00	24,064.63	-745.63	2,863.82
01-5-703122.00 MEDICARE	5,517.00	0.00	5,649.72	-132.72	669.77
01-5-703123.00 HEALTH INSUR	103,856.00	0.00	79,209.38	24,646.62	6,549.12
01-5-703124.00 DISABILITY/LIFE	4,434.00	0.00	5,028.43	-594.43	661.08
01-5-703125.00 DENTAL INSURANCE	2,532.00	0.00	2,770.09	-178.09	495.51
01-5-703126.00 RETIREMENT	21,202.00	0.00	27,154.47	-5,952.47	2,802.23
Total HIGHWAY WAGES & BENEFITS	537,852.00	0.00	538,166.96	-314.96	62,608.05
01-5-7032 MATERIALS					
01-5-703201.00 SALT & CHEMICALS	120,000.00	0.00	102,574.38	17,425.62	0.00
01-5-703203.00 SAND	65,000.00	0.00	101,909.98	-36,909.98	0.00
01-5-703205.00 DUST CONTROL	18,000.00	0.00	14,232.84	3,767.16	0.00
01-5-703207.00 GRAVEL & STONE	50,000.00	0.00	47,986.14	2,013.86	786.41
01-5-703209.00 CULVERTS & ROAD SUPPLIES	5,000.00	0.00	6,440.58	-1,440.58	706.47
01-5-703211.00 ASPHALT PRODUCTS	5,000.00	0.00	1,464.00	3,536.00	0.00
01-5-703213.00 BRIDGE REPAIR & MAINT.	2,000.00	0.00	0.00	2,000.00	0.00
01-5-703215.00 OTHER PROJECTS	5,000.00	0.00	645.27	4,354.73	0.00
01-5-703217.00 SIGNS	3,000.00	0.00	493.67	2,506.33	0.00
Total MATERIALS	273,000.00	0.00	275,746.86	-2,746.86	1,492.88
01-5-7033 CONTRACTED SERVICES					
01-5-703301.00 PLOWING & SANDING	24,000.00	0.00	20,487.80	3,512.20	13,342.60
01-5-703303.00 ROAD SWEEPING	3,500.00	0.00	0.00	3,500.00	0.00
01-5-703305.00 LEAF REMOVAL	6,000.00	0.00	2,250.00	3,750.00	0.00
01-5-703307.00 STREETLIGHTS	11,500.00	0.00	11,681.96	-181.96	2,105.85
01-5-703309.00 TREE CUTTING & REMOVAL	12,500.00	0.00	4,450.00	8,050.00	0.00
01-5-703311.00 UNIFORMS	9,000.00	0.00	11,467.99	-2,467.99	1,737.60
01-5-703313.00 PAVING	30,000.00	0.00	6,300.00	23,700.00	0.00
01-5-703315.00 OTHER PROJECTS	7,500.00	0.00	5,340.00	2,160.00	0.00
01-5-703317.00 CRACK SEALING	35,000.00	0.00	0.00	35,000.00	0.00
01-5-703319.00 PAVEMENT MARKING	21,000.00	0.00	19,651.74	1,348.26	0.00
Total CONTRACTED SERVICES	160,000.00	0.00	81,629.49	78,370.51	17,186.05
01-5-7034 EQUIPMENT					
01-5-703401.00 OUTSIDE REPAIRS	45,000.00	0.00	29,973.66	15,026.34	944.10
01-5-703403.00 PARTS & SUPPLIES	42,250.00	0.00	47,017.60	-4,767.60	3,836.55
01-5-703405.00 PETROLEUM PRODUCTS	43,000.00	0.00	45,443.74	-2,443.74	4,548.96
Total EQUIPMENT	130,250.00	0.00	122,435.00	7,815.00	9,329.61
01-5-7035 HIGHWAY GARAGE					

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-703501.00 ELECTRICITY	3,000.00	0.00	4,715.67	-1,715.67	656.63
01-5-703503.00 PROPANE	10,000.00	0.00	5,646.01	4,353.99	1,134.22
01-5-703505.00 TELEPHONE	4,000.00	0.00	2,915.66	1,084.34	476.19
01-5-703507.00 SUPPLIES	1,500.00	0.00	9,354.16	-7,854.16	1,767.52
01-5-703509.00 ALARM MONITORING	500.00	0.00	118.75	381.25	0.00
01-5-703511.00 REPAIRS & MAINTENANCE	5,000.00	0.00	5,429.54	-429.54	171.45
01-5-703513.00 TOOLS	11,500.00	0.00	7,049.61	4,450.39	5.97
01-5-703515.00 ADMINISTRATION	5,000.00	0.00	3,468.35	1,531.65	1,433.05
Total HIGHWAY GARAGE	40,500.00	0.00	38,697.75	1,802.25	5,645.03
01-5-7036 CAPITAL EXPENDITURES					
01-5-703601.00 DESIGNATED FUND-EQUIPMENT	40,000.00	0.00	43,753.61	-3,753.61	0.00
01-5-703607.00 DESIGNATED FUND-BRIDGES	88,000.00	0.00	88,000.00	0.00	0.00
01-5-703609.00 DESIGNATED FUND-GARAGE	35,000.00	0.00	35,000.00	0.00	0.00
Total CAPITAL EXPENDITURES	163,000.00	0.00	166,753.61	-3,753.61	0.00
01-5-7037 GRANTS					
01-5-703703.00 FEMA GRANT	0.00	0.00	98,024.29	-98,024.29	0.00
01-5-703713.00 2017 VTRANS BIKE & PED GR	0.00	0.00	524.00	-524.00	0.00
01-5-703714.00 VT Trans - TAP Grant (Tig	0.00	0.00	27,338.10	-27,338.10	0.00
Total GRANTS	0.00	0.00	125,886.39	-125,886.39	0.00
Total HIGHWAY DIVISION	1,304,602.00	0.00	1,349,316.06	-44,714.06	96,261.62
01-5-704 BUILDINGS & GROUNDS DIVIS					
01-5-7041 B & G WAGES & BENEFITS					
01-5-704113.00 BUILDINGS & GROUNDS WAGES	85,805.00	0.00	83,792.45	2,012.55	9,721.76
01-5-704114.00 OT BLDGS & GROUNDS	5,000.00	0.00	3,401.99	1,598.01	176.58
01-5-704116.00 PAGER COMPENSATION	1,100.00	0.00	550.00	550.00	550.00
01-5-704121.00 FICA	5,531.00	0.00	5,610.06	-79.06	644.15
01-5-704122.00 MEDICARE	1,500.00	0.00	1,312.02	187.98	150.65
01-5-704123.00 HEALTH INSURANCE	29,340.00	0.00	32,691.20	-3,351.20	3,235.39
01-5-704124.00 DISABILITY/LIFE	1,140.00	0.00	913.16	226.84	174.20
01-5-704125.00 DENTAL INSURANCE	432.00	0.00	876.69	-444.69	165.17
01-5-704126.00 RETIREMENT	5,170.00	0.00	6,744.72	-1,574.72	640.64
Total B & G WAGES & BENEFITS	135,010.00	0.00	135,892.29	-874.29	15,458.84
01-5-7042 MATERIALS					
01-5-704201.00 GARDEN SUPPLIES & PLANTS	1,600.00	0.00	417.58	1,182.42	0.00
Total MATERIALS	1,600.00	0.00	417.58	1,182.42	0.00
01-5-7043 CONTRACTED SERVICES					
01-5-704301.00 FOLEY PARK & MEDIANS	4,750.00	0.00	0.00	4,750.00	0.00
01-5-704311.00 UNIFORMS	2,000.00	0.00	4,064.51	-2,064.51	614.24
Total CONTRACTED SERVICES	6,750.00	0.00	4,064.51	2,685.49	614.24

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-7044 EQUIPMENT					
01-5-704401.00 OUTSIDE REPAIRS	1,600.00	0.00	1,891.50	-291.50	0.00
01-5-704403.00 PARTS & SUPPLIES	2,500.00	0.00	3,222.25	-722.25	232.70
01-5-704405.00 PETROLEUM PRODUCTS	2,800.00	0.00	1,109.88	1,690.12	0.00
01-5-704413.00 TOOLS	500.00	0.00	52.94	447.06	0.00
Total EQUIPMENT	7,400.00	0.00	6,276.57	1,123.43	232.70
01-5-7046 CAPITAL EXPENDITURES					
Total CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Total BUILDINGS & GROUNDS DIVIS	150,768.00	0.00	146,650.95	4,117.05	16,305.48
01-5-705 SOLID WASTE DIVISION					
01-5-7051 SW WAGES & BENEFITS					
01-5-705112.00 TRNSF STATION WAGE	38,838.00	0.00	39,910.29	-1,072.29	4,812.27
01-5-705121.00 FICA TAX	2,421.00	0.00	2,567.17	-146.17	298.36
01-5-705122.00 MEDI TAX	550.00	0.00	600.41	-50.41	69.77
Total SW WAGES & BENEFITS	41,809.00	0.00	43,077.87	-1,268.87	5,180.40
01-5-7053 CONTRACTED SERVICES					
01-5-705301.00 GUVSWMD ASSESSMENT	37,554.00	0.00	37,554.00	0.00	0.00
01-5-705303.00 MUNICIPAL SOLID WASTE	46,000.00	0.00	43,501.89	2,498.11	9,665.26
01-5-705305.00 RECYCLING	45,000.00	0.00	33,864.31	11,135.69	4,037.23
01-5-705306.00 C & D WASTE DISPOSAL	9,000.00	0.00	9,731.32	-731.32	699.12
01-5-705308.00 FOOD WASTE DISPOSAL	2,500.00	0.00	6,027.89	-3,527.89	1,125.80
01-5-705311.00 UNIFORMS	500.00	0.00	0.00	500.00	0.00
Total CONTRACTED SERVICES	140,554.00	0.00	130,679.41	9,874.59	15,527.41
01-5-7054 EQUIPMENT					
01-5-705403.00 PARTS & SUPPLIES	1,000.00	0.00	1,275.10	-275.10	882.72
01-5-705411.00 REPAIRS & MAINTENANCE	2,000.00	0.00	3,117.28	-1,117.28	1,275.87
01-5-705413.00 SMALL EQUIPMENT	500.00	0.00	828.99	-328.99	0.00
Total EQUIPMENT	3,500.00	0.00	5,221.37	-1,721.37	2,158.59
01-5-7055 TRANSFER STATION					
01-5-705500.00 PURCHASED SERVICES	1,170.00	0.00	2,299.65	-1,129.65	347.00
01-5-705501.00 ELECTRICITY	1,000.00	0.00	3,221.89	-2,221.89	412.84
01-5-705503.00 PROPANE	650.00	0.00	459.89	190.11	89.39
01-5-705505.00 TELEPHONE	450.00	0.00	437.36	12.64	72.36
01-5-705515.00 ADMINISTRATION	2,500.00	0.00	256.55	2,243.45	48.99
01-5-705517.00 VERMONT FRANCHISE TAX	2,100.00	0.00	1,361.79	738.21	0.00
Total TRANSFER STATION	7,870.00	0.00	8,037.13	-167.13	970.58

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-7056 CAPITAL EXPENDITURES					
Total CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Total SOLID WASTE DIVISION	193,733.00	0.00	187,015.78	6,717.22	23,836.98
01-5-706 TRACY HALL					
01-5-7061 BUILDING EXPENSES					
01-5-706100.00 WATER USAGE	550.00	0.00	715.79	-165.79	155.90
01-5-706101.00 ELECTRICITY	12,000.00	0.00	14,785.10	-2,785.10	1,914.91
01-5-706103.00 HEATING	11,000.00	0.00	11,096.35	-96.35	1,180.48
01-5-706105.00 ALARM MONITORING	600.00	0.00	118.75	481.25	0.00
01-5-706107.00 ELEVATOR MAINTENANCE	3,100.00	0.00	3,405.82	-305.82	540.80
01-5-706108.00 CUSTODIAN PAGER & MILEAGE	100.00	0.00	0.00	100.00	0.00
01-5-706109.00 BUILDING SUPPLIES	4,200.00	0.00	2,546.16	1,653.84	274.31
01-5-706113.00 REPAIRS & MAINTENANCE	10,000.00	0.00	8,851.55	1,148.45	198.58
01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	900.00	0.00	2,958.11	-2,058.11	337.37
01-5-706115.10 EV Chg St @ Huntley Meado	0.00	0.00	119.14	-119.14	0.00
01-5-706117.00 DESIGNATED FUND-TRACY HAL	20,000.00	0.00	20,000.00	0.00	0.00
Total BUILDING EXPENSES	62,450.00	0.00	64,596.77	-2,146.77	4,602.35
Total TRACY HALL	62,450.00	0.00	64,596.77	-2,146.77	4,602.35
Total PUBLIC WORKS DEPT.	1,711,553.00	0.00	1,747,579.56	-36,026.56	141,006.43
01-5-8002 DEBT SERVICE EXPENDITURES					
01-5-800207.00 PUBLIC SAFTY FACILITY BON	47,000.00	0.00	47,000.00	0.00	0.00
01-5-800235.00 DEBT INTEREST	48,269.00	0.00	48,269.00	0.00	0.00
01-5-800236.00 DEBT INTEREST (FEMA)	18,000.00	0.00	0.00	18,000.00	0.00
01-5-800237.00 LOC Principal Pmt	0.00	0.00	1,400,000.00	-1,400,000.00	0.00
01-5-800238.00 LOC Interest	0.00	0.00	9,838.36	-9,838.36	0.00
Total DEBT SERVICE EXPENDITURES	113,269.00	0.00	1,505,107.36	-1,391,838.36	0.00
01-5-8003 APPROPRIATION EXPENDITURES					
01-5-800302.00 NORWICH PUBLIC LIBRARY	283,000.00	0.00	283,000.00	0.00	0.00
01-5-800303.00 NORWICH PUBLIC LIBRARY RE	50,000.00	0.00	50,000.00	0.00	0.00
01-5-800306.00 NORWICH LIONS CLUB	3,000.00	0.00	3,000.00	0.00	0.00
01-5-800310.00 NORWICH AMERICAN LEGION	1,500.00	0.00	1,500.00	0.00	0.00
01-5-800315.00 NORWICH HISTORICAL SOC.	8,000.00	0.00	8,000.00	0.00	0.00
01-5-800316.00 NORWICH CEMETERY ASSOCATN	20,000.00	0.00	20,000.00	0.00	0.00
01-5-800324.00 CHILD CARE CTR IN NORWICH	4,348.00	0.00	4,348.00	0.00	0.00
01-5-800328.00 VSTNG NRS/HSP APPR	15,600.00	0.00	15,600.00	0.00	0.00
01-5-800350.00 THE FAMILY PLACE	6,000.00	0.00	6,000.00	0.00	0.00
01-5-800352.00 ADVANCE TRANSIT	13,514.00	0.00	13,514.00	0.00	0.00
01-5-800354.00 HEADREST	2,500.00	0.00	2,500.00	0.00	0.00
01-5-800356.00 WINDSOR COUNTY PARTNERS	1,000.00	0.00	1,000.00	0.00	0.00
01-5-800358.00 CATV/6 APPROP	3,000.00	0.00	3,000.00	0.00	0.00
01-5-800362.00 WISE	2,500.00	0.00	2,500.00	0.00	0.00

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
01-5-800366.00 SEVCA	3,750.00	0.00	3,750.00	0.00	0.00
01-5-800368.00 YOUTH-IN-ACTION	3,000.00	0.00	3,000.00	0.00	0.00
01-5-800369.00 SENIOR SOLUTIONS	1,200.00	0.00	1,200.00	0.00	0.00
01-5-800372.00 WHT RIVR COUN ON AGING	5,300.00	0.00	5,300.00	0.00	0.00
01-5-800375.00 PUBLIC HEALTH COUNC UV	337.00	0.00	337.00	0.00	0.00
01-5-800382.00 U.V. TRAILS ALLIANCE	2,000.00	0.00	2,000.00	0.00	0.00
01-5-800386.00 GOOD BEGINNINGS	3,000.00	0.00	3,000.00	0.00	0.00
01-5-800388.00 GREEN MTN ECO DEV CORP	1,677.00	0.00	1,677.00	0.00	0.00
01-5-800389.00 SPECIAL NEEDS SUPPORT CEN	2,000.00	0.00	2,000.00	0.00	0.00
Total APPROPRIATION EXPENDITURES	436,236.00	0.00	436,226.00	0.00	0.00
01-5-8004 TAX EXPENDITURES					
01-5-800408.00 TAX ABATEMENT/ADJUSTMENT	3,500.00	0.00	1.86	3,498.14	0.00
Total TAX EXPENDITURES	3,500.00	0.00	1.86	3,498.14	0.00
01-5-8005 INSURANCE					
01-5-800502.00 HEALTH REIMBURSEMENT ACCO	0.00	0.00	-26.50	26.50	0.00
01-5-800506.00 COBRA	0.00	0.00	391.61	-391.61	0.00
01-5-800517.00 UNEMP INS RATE ASSMT	2,000.00	0.00	2,526.00	-526.00	0.00
01-5-800518.00 PROP & CAS INSURANCE	86,000.00	0.00	72,432.00	13,568.00	0.00
01-5-800520.00 WORKER'S COMP INS	132,000.00	0.00	124,295.00	7,705.00	0.00
Total INSURANCE	220,000.00	0.00	199,618.11	20,381.89	0.00
Total General	4,708,018.00	0.00	6,238,055.82	-1,530,037.82	341,579.75
04-5-650700.00 LAND CONSERVATION	0.00	0.00	20,000.00	-20,000.00	0.00
Total CONSERVATION COMM FUND	0.00	0.00	20,000.00	-20,000.00	0.00
05-5-425424.00 GRANT	0.00	0.00	500.00	-500.00	0.00
05-5-425580.00 J GIRARD FUND EXPENSE	0.00	0.00	949.50	-949.50	949.50
Total RECREATION FACILITY & IMP	0.00	0.00	1,449.50	-1,449.50	949.50
06-5-555322.00 FIRE EQUIPMENT PURCHASES	0.00	0.00	1,295.35	-1,295.35	0.00
Total FIRE APPARATUS FUND	0.00	0.00	1,295.35	-1,295.35	0.00
07-5-700322.00 HIGHWAY EQUIP. PURCHASES	0.00	0.00	24,189.22	-24,189.22	0.00
Total HIGHWAY EQUIPMENT FUND	0.00	0.00	24,189.22	-24,189.22	0.00
08-5-702692.00 FEMA ALTERNATIVE PROJECTS	0.00	0.00	7,000.00	-7,000.00	0.00
Total HIGHWAY GARAGE FUND	0.00	0.00	7,000.00	-7,000.00	0.00

Town of Norwich General Ledger
Expenditure Report -- SOLID WASTE EQUIP FUND
Current Year Period 12 Jun

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
Total SOLID WASTE EQUIP FUND	0.00	0.00	0.00	0.00	0.00
Total POLICE STATION FUND	0.00	0.00	0.00	0.00	0.00
Total POLICE CRUISER	0.00	0.00	0.00	0.00	0.00
Total TOWN REAPPRAISAL FUND	0.00	0.00	0.00	0.00	0.00
Total TRACY HALL FUND	0.00	0.00	0.00	0.00	0.00
14-5-100611.00 GEN ADMIN EQUIP	0.00	0.00	2,608.90	-2,608.90	0.00
Total GENERAL ADMIN. FUND	0.00	0.00	2,608.90	-2,608.90	0.00
Total Granite bench with crystals	0.00	0.00	0.00	0.00	0.00
16-5-425346.00 DAM IMPROVEMENT	0.00	0.00	600.19	-600.19	0.00
Total RECREATION FUND-DAM	0.00	0.00	600.19	-600.19	0.00
Total RECREATION FUND-TENNIS CO	0.00	0.00	0.00	0.00	0.00
Total TOWN CLERK EQUIP FUND	0.00	0.00	0.00	0.00	0.00
21-5-500612.00 SPEC EQUIP CAPITAL	0.00	0.00	9,857.20	-9,857.20	0.00
Total POLICE SPEC EQUIP FUND	0.00	0.00	9,857.20	-9,857.20	0.00
Total KIDS & COPS FUND	0.00	0.00	0.00	0.00	0.00
Total AFFORDABLE HOUSING FUND	0.00	0.00	0.00	0.00	0.00
24-5-580150.00 LAND MGMT COUNCIL	0.00	0.00	178.08	-178.08	0.00
24-5-580170.00 Women's Club Grant Expens	0.00	0.00	1,743.58	-1,743.58	0.00
Total LAND MANAGEMENT COUNCIL F	0.00	0.00	1,921.66	-1,921.66	0.00
25-5-555322.00 FIRE STATION	0.00	0.00	4,799.35	-4,799.35	101.96
Total FIRE STATION FUND	0.00	0.00	4,799.35	-4,799.35	101.96

Town of Norwich General Ledger
Expenditure Report - FIRE STATION FUND
Current Year Period 12 Jun

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
26-5-555322.00 FIRE EQUIPMENT	0.00	0.00	2,006.00	-2,006.00	2,006.00
Total FIRE EQUIPMENT FUND	0.00	0.00	2,006.00	-2,006.00	2,006.00
Total SIDEWALK FUND	0.00	0.00	0.00	0.00	0.00
Total LONG TERM FACILITY STUDY	0.00	0.00	0.00	0.00	0.00
Total BANDSTAND RENOVATION FUND	0.00	0.00	0.00	0.00	0.00
Total COMMUNICATIONS STUDY FUND	0.00	0.00	0.00	0.00	0.00
33-5-005702.00 CITIZEN ASSISTANCE	0.00	0.00	1,200.00	-1,200.00	600.00
Total CITIZEN ASSISTANCE FUND	0.00	0.00	1,200.00	-1,200.00	600.00
Total CORRIDOR TREE	0.00	0.00	0.00	0.00	0.00
Total MAIN STREET FLAGS	0.00	0.00	0.00	0.00	0.00
Total SCHOOL LEASELAND	0.00	0.00	0.00	0.00	0.00
Total GOSPEL LEASELAND	0.00	0.00	0.00	0.00	0.00
40-5-425248.00 SCHOLARSHIPS	0.00	0.00	67.00	-67.00	0.00
Total RECREATION SCHOLARSHIPS	0.00	0.00	67.00	-67.00	0.00
Total DPW-BRIDGE FUND	0.00	0.00	0.00	0.00	0.00
42-5-700565.00 PAVING	0.00	0.00	48,691.53	-48,691.53	0.00
Total DPW-PAVING FUND	0.00	0.00	48,691.53	-48,691.53	0.00
Total BUILDINGS & GROUNDS	0.00	0.00	0.00	0.00	0.00
Total COMMUNICATIONS CONSTRUCTI	0.00	0.00	0.00	0.00	0.00

Town of Norwich General Ledger
Expenditure Report - RECORDS RESTORATION
Current Year Period 12 Jun

Account	Budget	Outstanding Encumbrance	Expenditures	Unencumbered Balance	FY-19/20 MTD Pd 12 Jun
Total RECORDS RESTORATION	0.00	0.00	0.00	0.00	0.00
Total PUBLIC SAFETY FACILITY	0.00	0.00	0.00	0.00	0.00
Total All Funds	4,700,018.00	0.00	6,363,741.72	-1,655,723.72	345,237.21

Question presented: The last understanding of the Selectboard was that “the NFD would be getting rid of the ladder truck, but that has not yet happened”...what’s the status and any related explanation on that vehicle?

Short Answer: Circumstances and new information have emerged over the course of time since the original referenced discussion with the Board. The abbreviated conclusion is that the Ladder Truck is still a benefit to the Town, and remains an integral part of the Fire Department fleet composition. This benefits the town both operationally and financially. It is worth keeping and maintaining.

Facts & Discussion: ¹

1. The circumstance that originally led to the aforementioned conclusion was a failed annual aerial ladder inspection, and the concomitant cost to repair what caused the failed inspection. The initial quoted cost of repair to bring the aerial ladder back into certification was quite pricey (~ \$7,000). After seeking second and third repair opinions, the repairs actually turned out to be somewhat minor (~ 3,500) compared to the original estimate. This cost is being absorbed by our departmental operational repair & maint. budget.
2. Since the repair cost is no longer prohibitive, there is actually more utility in keeping the ladder as a part of the Norwich Fire Department fleet. There are two main reasons that we should have a Ladder Truck:

(A) Operational Safety & Efficiency – The Ladder Truck allows the NFD to fight chimney fires and conduct other ladder-based operations in a manner that is both safer and more efficient than using ground ladders. We use our aerial ladder to access locations/fires that are either highly dangerous to our firefighters or impossible to reach using ground ladders. Norwich has many of these structures.

NFD Ladder 1 is a 75 foot aerial ladder truck, equipped with a 1750 GPM pump and a 300 gallon water tank (see pictures at end of report). It serves multiple functions as a service truck, pumper and aerial, and has an assortment of ground and roof ladders that are *more versatile and longer* than the ones that can be carried on NFD Engines 1 & 2.

Engines 1 & 2 have 8 total SCBAs (air packs) - not enough to support our high ISO rating – and Ladder 1 carries additional SCBA packs to fulfill that ISO requirement.

¹ Thanks to retired Chief Fulton and current Deputy Chief Swett for their contributions to this analysis.

Ladder 1 carries salvage covers, a water vacuum and other important equipment to minimize property damage. It has an aerial ladder which makes it safer and requires fewer firefighters to work on a roof or chimney fire. It functions as a backup pumper, if Engines 1 or 2 are out of service. It also provides elevated master stream water operations at major fires. And, while not its operational purpose, it has been used to benefit the Norwich community for a variety of service details including replacing the crucifix on one of our Town churches, adding a weather vane to the top of MCS and serving as a flag anchor for important funeral services and community celebrations.

- (B) Maintaining the Town's Excellent ISO Rating – The Ladder Truck serves multiple operational roles and therefore is integral in maintaining our town's high ISO rating. This rating saves taxpayers a significant amount of money on residential and commercial insurance – an estimated annual \$75,000-80,000 community wide savings for our Class 4 rating verses a Class 5 rating. Removing the Ladder Truck from the fleet will trigger a full ISO review. Its removal will result in a lower ISO rating for the town – a Class 5 or possibly a Class 6 - and burden the administrative and volunteer resources to prepare the audit documentation and conduct the required water supply testing evolutions.

Understanding the importance of subsection “B” is vital. Therefore, I would like to elaborate on the history behind the current Norwich Fire Department fleet composition and what the Insurance Services Office (ISO) Public Protection Classification (PPC) is, and how it relates to keeping and maintaining Ladder 1.

Most insurance companies use the ISO PPC to determine fire and homeowners' costs. The ISO is a service company to the insurance industry. Fifty percent of the PPC is based on the fire department, 40% on fire protection water supply and 10% on emergency communications including dispatch services.

PPCs range from a low of Class 10, meaning no protection, to a high of Class 1, the highest level of protection. Prior to 1999, Norwich received a Class 5 within the areas served by the Fire District water system (a.k.a. the hydrant district), Class 9 within five road miles of the fire station and Class 10 for properties more than five road miles of the fire station.

Between 1995 and 1999, major improvements occurred in nearly every facet of our Fire Department. This included an increased number of inhouse trainings and Vermont Fire Academy required board certifications, significantly improving Personal Protective Equipment (PPE), complying with updated OSHA and NFPA standards, creating a set of Standard Operating Procedures, developing run-cards with auto-aid and mutual aid response assignments, developing a rural water supply plan with dry hydrants and certified drafting points and conducting an apparatus needs assessment and replacement plan. *This needs assessment identified that the*

minimum fleet composition to achieve operational efficiency and firefighter safety, provide a high level of fire and rescue services to Norwich and earn the best possible ISO rating was 2 pumpers (engines), 1 tanker, 1 ladder and 1 forestry/utility. As a result of this plan, over time, the NFD fleet was reduced from 4 pumpers to 2. Norwich has had a ladder truck since, at least, 1985.

In 1999 the benefits of this multi-year overhaul were realized when an extensive on-site ISO evaluation resulted in significant improvements in the town's ISO PPC rating. The review of Norwich fire protection in accordance with the Fire Suppression Rating Schedule (FSRS) and the PPC was changed to Class 4 within 5 road miles of the fire station and 10 more than 5 road miles from the fire station. This resulted in a significant reduction, in some rural areas of Norwich as much as a 50% reduction, in the cost of homeowner's insurance for properties within 5 road miles from the fire station. A 2004 memo to the Town Manager noted that the improvement in our ISO rating resulted in "an annual community wide insurance savings of more than \$225,000" (this was a conservative estimate for residential insurance savings in 2004).

At the time of the 1999 change in the PPC, there were only two other towns in Vermont with better fire protection classifications, and they both had full-time personnel. In addition, there were no towns in Vermont with a better classification than Norwich for an area not served by a municipal water system. This resulted in a significant insurance premium saving for properties within five road miles of the fire station, yet outside the Fire District's water service area.

In 2014, ISO reviewed the PPC for Norwich, based on a major revision to the Fire Suppression Rating Schedule, and kept it a 4/10, still one of the highest PPCs in Vermont for a paid-on-call fire department and without a town-wide municipal water supply. The PPC of 4 applies to the area within 5 road miles of the fire station and the 10 to areas beyond 5 road miles from the fire station.

As a further elaboration, our ISO PPC requires a 2,000 GPM basic fire flow from our pumping apparatus. To achieve this requirement, two engine companies and one backup engine company are required. Our ladder truck serves as the backup pumper. It also serves as the ISO required service ladder truck.

If we do not have a service ladder truck, an ISO review will drop our PPC from 4 to 5 and possibly lower. A decrease in the ISO PPC from 4 to 5 will probably increase homeowner's residential insurance costs by 4.8% and commercial building insurance costs by 3%. Many insurance companies group PPC 1-4 in the same rate table for homeowners insurance and the break comes in a change from 4 to 5. This clearly is a benefit the citizens of Norwich.

Conclusion: For all of the affore-mentioned reasons, it will serve the town well to keep and maintain the Norwich Fire Department's Ladder 1 as part of its fleet.



10

Herb Durfee

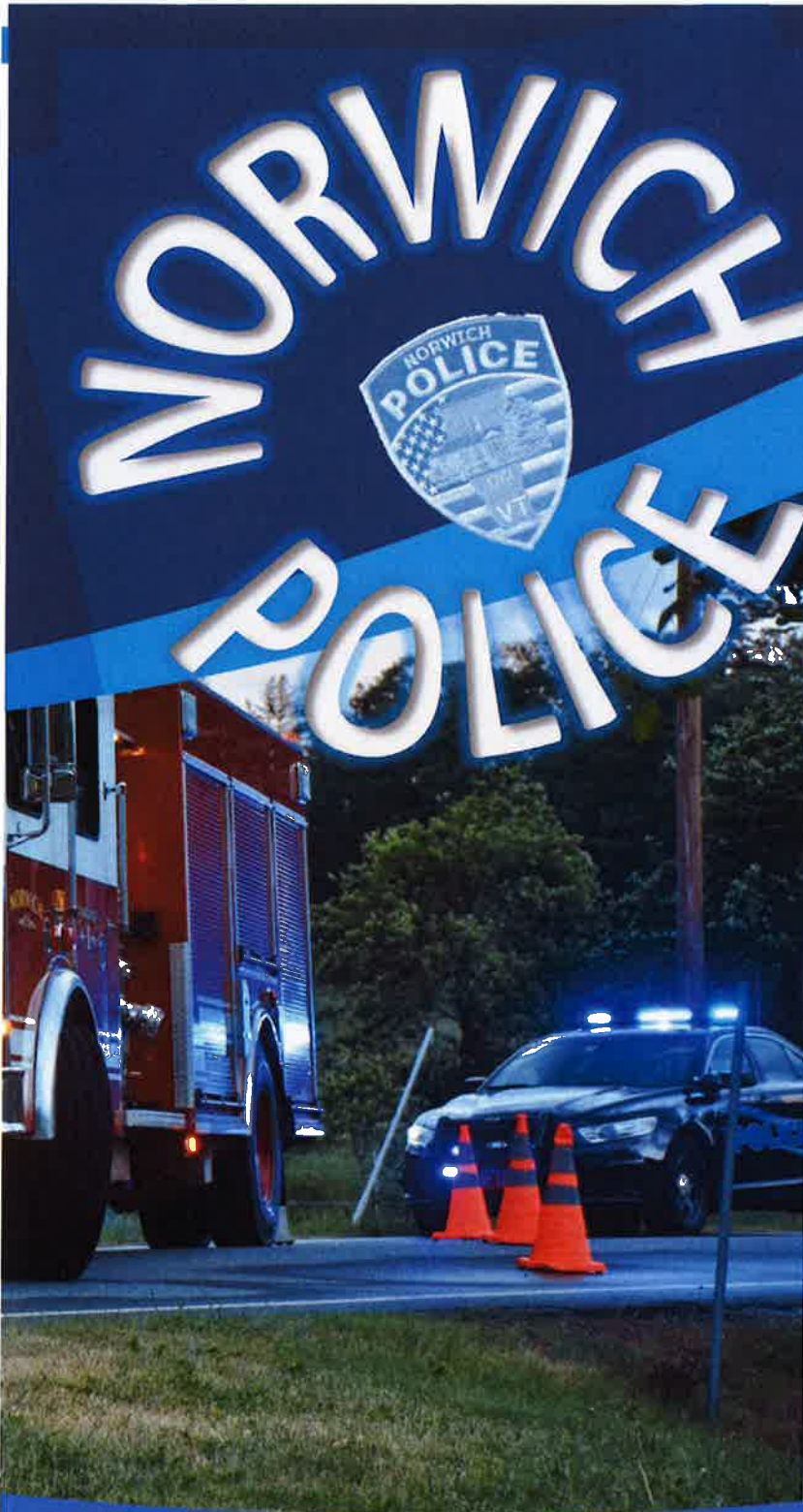
From: Frank, Jennifer <Jennifer.Frank@vermont.gov>
Sent: Thursday, July 16, 2020 10:45 AM
To: Herb Durfee
Subject: \$4,501.50 grant obtained

TM,
On 08/28/2019, the Select board authorized the money to purchase a new police cruiser to replace the aging 2013 cruiser. During that authorization, the Selectboard, specifically SB Brochu and SB Langhus, requested that the police department continue to seek grants that would help to offset any of the upfit costs. I am pleased to report that the Norwich Police Department applied for and was awarded, through our partnership with the Rutland County Sheriff's OP/DUI task force, a grant for the radar equipment (mobile and in-car) for the police cruiser. The total grant money awarded was: \$4,501.50. The receipt of the grant monies saves the town \$4,500 that had already been authorized to expend out of the police cruiser designated fund. By saving this money, we will be able to put it back into the DF line to assist with replacing the rest of the aging fleet. Please pass along to the SB as they had specifically asked that we continue to seek grants to help defray the cost and I want to be certain that they know we are actively, and successfully, doing so.

Norwich Police Department grants obtained this fiscal year:

- PBT's = \$2,319
- PACIF PPE = \$2,508
- Radar in car and handheld = \$4,501

Chief Jennifer Frank, Norwich, VT Police Department
10 Hazen Street / P.O. Box 311, Norwich, VT 05055
(802)649-1460 (Office), (802)649-1775 (Fax)
Jennifer.Frank@Vermont.gov



INSIDE THIS ISSUE:

- By the Numbers:
MV Enforcement
- Cadet Corner:
Leadership Retreat
- Community convo:
Duty to Intervene
- Community Policing:
Motorcades & Parades
- Law Spotlight:
MV Inspection
- Scam Watch:
Bait & Switch
- Train & Campaign:
DV, PBT & Elders

Monthly Report: June 2020

Bait & Switch:

As a result of the Stay at Home Orders in place across the nation, customers flocked in droves to online shopping for a myriad of products from groceries and clothing, to pet food & technology products. Many of these shoppers were new to the online purchasing process, and were responding to ads found on various sites to include social media and direct e-mail offerings. Many of our own residents here in Norwich excitedly joined the online purchasing community only to find that they had fallen victim to a scam commonly referred to as the Bait & Switch. The Internet has become inundated with fraudulent scams which seek to defraud customers of their money by promising one product such as an Under Armour jacket or Coach bag at unbelievably low prices and then delivering an entirely different inferior product such as a knock-off scarf or off-brand change purse. Although NPD reports these sites on discovery, the majority are based out of the country and re-emerge as soon as they are removed with a slightly different name or URL. With the recent increase in online shopping, the number of scam-based internet companies has proliferated. NPD encourages all online shoppers to research and evaluate "digital identities," and to check their reliability prior to providing any payment information.

Signs to look for which may indicate you are being lured into a Scam:

- Too Good to Be True: If the deal appears too good to be true, it probably is!
- The URL does not match the company's official website information:
Ex: Underarmour sale that links to: sportsfun.club instead of underarmour.com
- Use Domain checkers such as: <https://whois.domaintools.com/> to see who the website is registered to, how long it has been in existence, and how many times it has undergone a name change.
- Check an online search engine for customer reviews



By the #'s

During the month of June 2020, Officers of the Norwich Police Department conducted 79 motor-vehicle stops and issued:



53 Warnings (67%)



26 Tickets (33%)



Scam Watch



A Chance to Celebrate!

As graduation and end of the school year ceremonies across the state were canceled and postponed, the Norwich Community recognized the need to celebrate our graduates and all that they have accomplished. In collaboration with a dedicated group of parents, school staff, community members, and supportive alumni, the idea of a Car parade, Vehicle rally, and

Marauder Motorcade were birthed! Over the month of June, the Norwich Police Department collaborated with each of these partners to help organize and support the:

- MCS Summer Send Off Car Parade (6/05)
- 2020 Graduates Marauder Motorcade (6/13)



NPD is grateful for the opportunity to have participated in these celebratory rites of passage as we acknowledged their achievements, even if it was from a remote social distance of one car length away. ConGRADulations!



Community Policing

Train & Campaign




The Norwich Police Department is pleased to announce that we were successfully awarded 4 new preliminary breath test devices which will replace the current aging units. The PBT's are valued at \$555 each and the cost for the tubes are \$99 totaling a grant award of \$2,319. The grant was a no cost grant awarded via application through our joint task force with the Rutland County Sheriff's Office. The PBT's are a necessary capital asset that were overdue to be replaced, and through the application and receipt of this grant we were able to save the town \$2,319.00 that would have otherwise been expended out of the police budget. NPD continues to actively seek out various grant opportunities to help defray or eliminate the cost of equipment as we seek to be good stewards of the money the town entrusts to our agency.

Officers of the Norwich Police Department participated in multiple trainings this month around a variety of topics to include:

- Cybersecurity
- Domestic Violence Investigation / Response
- Duty to intercede - Conceptual cultural & legal aspects
- De-escalation and Communication



Duty to Intervene

 <p style="text-align: center;">Norwich Police Department Policy & Procedures</p>			
SOP #:	61	* Pages:	13
Subject:	Duty to Intervene		
Distribution:	All Officers & HQ		
Effective date:	June 2020		
Reevaluation date:	June 2030		
Approved / By order of:	Jennifer Frank, Chief of Police		
I. PURPOSE:	<p>It is the purpose of this policy to explain the legal and moral obligation Norwich Police Officers have regarding their duty to intervene. This duty is embodied in the law enforcement officer's code of ethics, and in state, federal, and local law. Norwich Police Department employees shall have a clear understanding of the Norwich Police Department expectations pertaining to conduct and activities while on-duty. A Norwich Police Department employee has an affirmative duty to intervene on behalf of a citizen whose constitutional rights are being violated in his or her presence by other NPD employees or officers. In addition, employees of the Norwich Police Department have a duty to intervene when they observe or hear conduct by a fellow member of this agency that is unethical, clearly violates the law, or violates Norwich Police Department policy.</p>		
II. POLICY:	<p>A. Employees of the Norwich Police Department have an affirmative duty to intervene if they witness a use of force that is clearly unreasonable. Any employee present and observing another employee or officer using force that is clearly beyond that which is reasonable under the circumstances shall, when in a position to safely do so, intervene to prevent the use of unreasonable force. An employee who observes another employee or officer use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.</p> <p>B. Employees of the Norwich Police Department must recognize and act upon the duty to intervene to prevent or stop any member from conducting any act that is unethical, or that violates the law or an agency policy (e.g., excessive force, theft, fraud, inappropriate language, sexual misconduct, harassment, falsifying documents, inappropriate behavior, etc.). Intervention may be verbal</p>		

	<p>and/or physical. Failure to intervene may subject an employee of the Norwich Police Department to disciplinary and or legal action.</p> <p>C. The Norwich Police Department is committed to protecting officers who act on their duty to intervene to prevent or minimize misconduct by another officer.</p> <p>D. This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this agency for non-judicial administrative action in accordance with the laws governing employee discipline.</p>
III. DEFINITIONS:	<p>A. Intervene: To come between, whether verbally or physically, so as to prevent or alter a result or course of events.</p>
IV. PROCEDURES:	<p>A. Required Action</p> <ol style="list-style-type: none"> 1. Norwich Police Department employees should take a preventive approach toward misconduct. When an employee observes behavior that suggests another NPD employee is about to conduct illegal, unethical or inappropriate behavior the employee should intervene verbally or physically, depending on the circumstances. 2. If verbal interventions are not sufficient to stop the act, come between the offending employee and the other individual involved. Notify a supervisor after conducting any type of intervention, when safe to do so. When a physical intervention was performed, document the incident in writing. 3. If any person is injured and requires medical attention, employees of the Norwich Police Department will render aid in accordance with their training and request medical assistance when necessary. <p>B. Supervisor Responsibilities:</p> <ol style="list-style-type: none"> 1. Once learning of an incident involving a Norwich employee intervening with another employee or officer, separate all individuals involved in the incident. 2. Conduct a preliminary investigation to gather any pertinent information that would coincide with the reason for the intervention (e.g., witnesses, digital footage, videos, area canvass, etc.). 3. Ensure all parties involved in the incident complete a report detailing the circumstances that led to the intervention and what, if anything, occurred once the member intervened.

Law Spotlight: Motor-vehicle Inspections



When does my sticker expire?

Blue = 2018
 Red = 2019
 Green = 2020
 Yellow = 2021

All motor vehicles registered in VT must be inspected every year. Any newly registered vehicle not currently inspected in VT, must be inspected within 15 days of registration.

Link to DMV COVID-19 instructions:

<https://dmv.vermont.gov/blog/covid-19-continuity-of-operations-plan-for-alternative-services-updated-06-17>

CADET CORNER

The Norwich Police Cadets completed a 2-day overnight leadership retreat which involved:

Mt. Cardigan Hike
3,156 ft



Raft Building



Range Time
& Kayaking



Fire Making
& Camping





This Agreement is made and entered into effective July 16, 2020 (the "Agreement Date") by and between:

"Client"

Name: Town of Norwich
Address: 300 Main Street, P.O. Box 376, Norwich, VT 05055
Phone: 802 649-1419
Representative: Larry Wiggins Email: lwiggins@norwich.vt.us

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 55 Green Mountain Drive, So. Burlington, VT 05403
Phone: (802) 497-6415
Representative: Israel Maynard Email: israel.maynard@stantec.com

Project Name (the "Project"):
Route 132 Culvert Replacement

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's

budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.


The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

Town of Norwich

Stantec Consulting Services Inc.

Signature

Signature

HERBERT NUZGEE, TM
Print Name and Title


Gary Santy / Senior Principal
Print Name and Title



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

Town of Norwich
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: July 16, 2020

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

Services as described in the attached proposal dated June 18, 2020.
(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: July 16, 2020
Estimated Completion Date: December 31, 2020

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Fee as described in the attached proposal dated June 18, 2020.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Proposal dated June 18, 2020

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



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

June 18, 2020
File: 195399000

Attention: Larry Wiggins, Public Works Director

Town of Norwich
Department of Public Works
P.O. Box 376
300 Main St
Norwich, VT 05055

Dear Larry,

Reference: Route 132 Culvert Replacement

We have developed the following scope of work and staff hour estimate to develop bid plans, specifications and cost estimates to replace the existing 5'x5' box culvert that carries an unnamed tributary to the Ompompanoosuc River under Route 132.

The project is being funded by the Town. Since federal funding is not being used, the project will not be subject to federal oversight. Additionally, since the route 132 is a town owned state route the project will not be subject to VTrans oversight.

SCOPE OF WORK

In general, the scope of this project will generally follow the project development process used by VTrans' Municipal Assistance Bureau (MAB). The process has been scaled back to reduce the schedule:

- ⇒ Project kick-off (completed)
- ⇒ Development of Preliminary Plans
- ⇒ Develop Contract Plans, technical specifications, final engineer's estimate and bid documents and assist with the bidding process
- ⇒ Limited engineering assistance during construction

PHASE A- PROJECT DEFINITION

TASK 1: PROJECT KICKOFF

Stantec met with Larry Wiggins onsite June 17th inspect the site and to discuss the goals and objectives of the Town.

Reference: Route 132 Culvert Replacement

TASK 2 – TOPOGRAPHIC SURVEY AND BASE MAPPING

- a. **Right-of-Way and Deed Information**
Stantec will start with a right of way base map from the publicly available Vermont parcel data. This information will be supplemented with roadway plans, land record and property deeds provided by the Town.
- b. **Utility Location**
Stantec will identify all existing overhead utilities and surface locations of underground utilities including valves, manholes, catch basins and vaults. If present underground utility elevations will be presented based on as-built information provided by the Town.
- c. **Ground Survey**
To reduce schedule and limit cost, limited ground survey will be conducted and supplemented with existing Lidar data and Orthophoto imagery. This survey will include stream elevation data, existing culvert inverts, roadway elevations above the existing culvert.
- d. **Soils Investigations**
To reduce schedule and limit cost, it is assumed that any replacement or repair options will be solid bottom structures and end sections that do not require geotechnical information for design.

TASK 3 – PERMITTING AND INVESTIGATIONS

Permits will be applied for based on the impacts shown in the approved Preliminary Plans. The Town will be responsible for application fees. It is anticipated that the following permits will be required.

- a. **Stream Alterations**
Stantec will complete a hydraulic assessment using stream stats to calculate flows and HY8 to evaluate culvert options. Vermont hydrologic geometric relationships will be used to calculate BFW width values which will be compared to field measured values to calculate an appropriate culvert span and rise. Stantec will coordinate with the regional river management engineer Scott Jensen on the proposed alternatives prior to filling out the required application.
- b. **Army Corps of Engineers General Permit**
Based on the calculated impacts to the stream and buffer Stantec will coordinate with ACOE and fill out the general permit application.
- c. **Wetland Permit**
The Vermont ANR atlas has a Class II wetland advisory in the project area. This indicates that although wetlands have not been confirmed in this area that the conditions are conducive of potential wetlands. Stantec will conduct a site visit to delineate and classify any existing wetlands in the project area and fill out the appropriate wetland classification forms. If present second site visit is required to meet with the regional wetland analyst (Rebecca Chalmers) to confirm wetland delineation. Once wetland locations are confirmed with wetland division staff Stantec will fill out the appropriate application materials. It is assumed that an individual permit application will be needed. These permits take three months for review and approval. Pending wetland delineation it may be possible to use the stream crossing general permit which will reduce approval time significantly.

Reference: Route 132 Culvert Replacement

PHASE B - PROJECT DESIGN

TASK 4 – PRELIMINARY DESIGN

Stantec will prepare Preliminary Plans and a conceptual construction cost estimate for the improvements. The Conceptual Plans will indicate the existing topography and other base information and illustrate the proposed work. The design will be in accordance with the 2018 VTrans Standard Specifications for Construction. Identified rights-of-ways, utilities, and other features affecting the design will be indicated on the plans. The basis for project pay items will be the 2018 VTrans Standard Specifications for Construction.

a. Plan Development

The Preliminary Plans will contain:

- Title Sheet (1)
- Quantity Sheets (1)
- Typical Sections (Approach, and Culvert)(1)
- Layout Sheet showing proposed grading and existing and proposed features (includes culverts, existing right of way, construction limits)(1)
- Roadway Profile (1)
- Culvert Elevation (1)
- Cross Sections (assume not required, grading information will be shown on layout sheet)
- Erosion Prevention Measures Plans and Detail Sheets (assume note required project will disturb less than 1ac and not require an EPSC plan)
- Signs and Pavement Markings Sheets (assume not required, information will be shown on Layout Plan)
- Traffic Control Plans (1)(Assume short term road closure for construction)
- Utility Relocation Sheets (assume not required)

Stantec will provide electronic (PDF) copies of the Preliminary Plans and construction cost estimate to the Town. The Preliminary cost estimate will be prepared in the standard Trans*Port Estimator format and will be submitted as both an Estimator file (.est) and in .pdf format. Stantec will develop the construction cost estimate utilizing individual items and unit prices.

b. Utility Conflicts

As previously noted, it is not anticipated that there will be utility conflicts.

TASK 5 – RIGHT OF WAY PLANS AND ACQUISITION PROCESS

It is assumed that project can be constructed within the existing right of way limits and no easements will be required. We have not included any effort associated with ROW easements or acquisitions.

TASK 6 – FINAL DESIGN/BIDDING

Stantec will prepare the final design of the project upon approval of Preliminary Plans by the Town.

Reference: Route 132 Culvert Replacement

b. Final Plans and Bid Documents

For the purpose of reducing schedule Stantec would propose to eliminate the Final Plans submission (85%) and go to 100% contract documents.

c. Contract Plans/Specifications/Estimate

Stantec will prepare Contract (100%) Plans along with an updated list of items, quantities and an associated cost estimate. These plans will incorporate any final changes since the review and acceptance of Preliminary (60%) Plans. These plans will be signed and stamped by a Professional Engineer licensed in Vermont.

Stantec will develop one (1) project special provision to cover items not contained in the VTrans 2018 Standard Specifications for Construction, or those items that vary from the standard specifications. If more than one (1) special provision is required, the Town can anticipate that this work will take approximately four (4) hours of engineering time per special provision to complete.

Stantec will provide the Town with a complete package which can be put out to bid. The Town is responsible for the bid advertising process. The complete construction bid package will include the following items:

- Complete Contract (100%) plans.
- Construction cost estimate.
- Final utility relocations (not anticipated), and special provisions.
- Construction special provisions.
- All necessary permits acquired, and conditions noted.
- Construction Contract specifications.
- Stantec will use the VTrans bid document template that will be used as the basis for the bid documents.

TASK 6 – CONSTRUCTION

a. Invitation for Bids

The Town will advertise the project for bid. It is assumed that no pre-bid meeting will be required and attendance at the bid opening is not required. After the bid opening Stantec will confirm that all required components of the bid have been received, and tabulate bids.

b. Bid Analysis

To reduce cost and construction administrative time, Stantec proposes that the construction be bid as a Lump Sum for the culvert replacement. This will eliminate the need for bid analysis and simplify construction administration.

c. Pre-Construction Meeting

It is assumed that the Pre-Construction meeting will be coordinated by the Town. Stantec will attend to clarify any questions about the Plans and Specifications.

d. Construction Services (Phase C)

Stantec will provide limited assistance during the construction phase. This limited assistance consists of shop drawing review, question responses, and site visits. Stantec will review the culvert shop

Reference: Route 132 Culvert Replacement

drawings. If more shop drawings require review, the Town can anticipate that this work will take approximately two (2) hours of engineering time per shop drawing to complete. It is anticipated that three (3) visits to the project site during construction will be required. If site visits are requested by the Town, the Town can anticipate that this work will take approximately six (6) hours of Project Engineer time per site visit.

PROJECT TEAM

The project team will consist of the following individuals:

George Bogue, PE – Principal
Israel Maynard, PE – Project Manager
Erik Alling, PE – Project Engineer
Jared Grigas, PE – Structural Engineer
Polly Harris – Permit Specialist

Other technical support staff may be brought on depending on the technical skill required for specific tasks.

PROJECT SCHEDULE

1. Notice of Award: July 2, 2020
2. Start Work: July 6, 2020
3. Preliminary Plans: July 15, 2020
4. Submit Permit Applications: July 15, 2020
5. Preliminary Plans Approved: July 24, 2020*
6. Submit Permit Applications: July 24, 2020
7. **Permitting Complete: September 15, 2020*
8. Contract Plans submitted: September 15, 2020
9. Advertise: September 18, 2020*
10. Construction Bids Due: October 1, 2020*
11. Construction Completion: November 27, 2020*

*Schedule item not controlled by Stantec. These items are on the critical path for project completion and any delays could potentially impact subsequent milestones.

**Permitting complete is based on an assumed 3 month duration for an individual wetlands permit review. Depending on the amount of wetland impact this may change to a Stream Crossing general permit that would greatly reduce this timeframe. This will not be known until the preliminary plans are developed.

One strategy for the Town to consider in reducing the construction schedule would be to order culvert components with significant lead times ahead of bidding. The contractors would then bid on installation of those items and not procurement.

June 18, 2020
Larry Wiggins, Public Works Director
Page 6 of 6

Reference: Route 132 Culvert Replacement

FEE & SCHEDULE

Estimated fee for the services described above is \$27,178. A detailed Task - Labor Hour Schedule, Cost Schedule and Direct Expense Schedule are attached. The Town will be billed at cost plus fixed fee based on actual hourly rate of employee that works on the project. If necessary, additional tasks outside the above scope will be addressed with a contract amendment.

Regards,

Stantec Consulting Services Inc.



Israel Maynard, PE
Project Manager
Phone: (802) 497-6415
Israel.maynard@stantec.com



George Bogue, PE
Principal
Phone: (802) 497-6325
George.Bogue@stantec.com

Attachment: Cost Schedule



TASK-LABOR HOUR SCHEDULE

Route 132 Culvert Replacement

Town of Norwich, Vermont

June 19, 2020

TASK	Principal	Project Manager	Structural Engineer	Project Eng. / Permit Spec.	Tech.	TOTAL
Phase A - Project Definition						
1 Project Kickoff meeting				Assume not required		
1a Project Kickoff Meeting				Assume not required		
2 Topographic Survey and Basemapping						
2a Right of Way and Deed Information added to basemap		2			4	6
2b Limited Ground Survey				6	8	14
2c Orthophotos, Lidar, Parcel Data		0.5			4	4.5
2c Soils Investigation				Assume not required		
3 Permitting and Investigations						
3a Wetland Permit						
3a.1 Delineation (Prep, Travel, forms)				16		16
3a.2 Delineation Verifications site visit with ANR Staff				6		6
3a.3 Individual Wetland Permit Application				18		18
3b Stream Alterations Permit						
3b.2 Stream Alterations Permit application				10		10
3b.3 Hydrology and Hydraulics Analysis		0.5		6		6.5
3c.3b.1 Army Corps of Engineers Permit Application				20		20
Phase B - Project Design						
4 Preliminary Design						
4a Plan Development (60% Plans)						
4a.1 Title Page				1	2	3
4a.2 Layout Sheets (assume 1 required)		1	2	4	4	11
4a.3 Culvert Elevation			1	2	4	7
4a.4 Typical Sections and Details (Assume 1 sheet)		1	2	2	6	11
4a.5 Cross-Sections				Assume not required, Grading information shown on layout		
4a.6 Traffic Control Plans and Notes Assume 1 sheet)		1		4	4	9
4a.7 Utility Coordination				Assume not required		
4a.8 Cost Estimate		1		2	4	7
4a.9 Quality Assurance/Quality Control	1	1	1	1	2	6
4a.10 Submission to Town					1	1
4a.11 Respond to Town Comments		1				1
4b Utility Conflicts				Assume not required		
5 Right of Way Plans and Acquisition						
6 Final Design and Bidding						
6.a Final Plans (85%)						
6.b Contract Plans/Specifications/Estimate						
5.b.1 Contract (100%) Plans		2	2	16	16	36
5.b.2 Construction Bid Package	1	2	1	8	4	16
6 Construction						
5.a Invitation to Bid						
5.a.1 Advertise Bid				To be completed by Town		
5.a.2 Pre-Bid Meeting				Assume not required		
5.a.3 Issue Addendum				Assume not required		
5.a.4 Bid Opening				To be completed by Town		
5.a.5 Tabulate Bids				Assume not required		
5.b Bid Analysis						
9.3.6 Analyze Bids				Assume not required		
9.3.7 Award Recommendation				Assume not required		
9.3.8 Contract Award				To be completed by Town		
Phase C - Construction Design Services						
# Construction Services						
10.1 Shop Drawings (assume 1 shop drawing (Culvert)			2			2
10.2 Questions (assume 1 hour/week for 4 weeks)				4		4
10.3 Site Visits (assume 3 visits 6 hours each)				18		18
TOTAL STANTEC HOURS	2	13	11	144	63	233



COSTS SCHEDULE
Route 132 Culvert Replacement
Town of Norwich, Vermont
 June 19, 2020

ITEM	Principal	Project Manager	Structural Engineer	Project Eng. / Permit Spec.	Tech.	TOTAL
Total Labor Hours	2	13	11	144	63	233
Average Hourly Rate*	\$70.00	\$50.00	\$55.00	\$41.00	\$28.00	
Direct Labor Costs	\$140	\$650	\$605	\$5,904	\$1,764	\$9,063
Overhead @ 166.168%						\$15,060
Fixed Fee						\$2,413
Stantec Labor Total						\$26,536
Direct Expenses (see attached)						\$642
Subconsultants						
None						
Direct Expenses and Subconsultant Total						\$642
Project Total						\$27,178

*Average hourly rate used for budgeting purposes. Town will be billed at cost plus fixed fee based on actual hourly rate of employee.



DIRECT EXPENSES
Route 132 Culvert Replacement
Town of Norwich, Vermont
 June 19, 2020

1. Vehicle Mileage					
a. To and from project site (186 miles round trip x 6 trips = 1,116)	1116	miles	x	\$0.575 / mile	= \$642
TOTAL Vehicle Mileage					= \$642
<hr/>					
2. Subsurface Investigation					
a. Exploratory excavation					= \$0
b. Borings					= \$0
c. Infiltration test materials				16	= \$0
TOTAL Subsu					18 = \$0
<hr/>					
3. Lodging and Meals					
Lodging	0		days x	\$70.00	= \$0
Meals	0		days x	\$30.00 / day	= \$0
TOTAL Lodging and Meals					= \$0
<hr/>					
4. Printing and Reproduction					
Conceptual Plans	Assume submitted electronically				
Full Size				\$0.73 / sheet	= \$0
Half Size				\$0.54 / sheet	= \$0
Preliminary Plans	Assume submitted electronically				
Full Size				\$0.73 / sheet	= \$0
Half Size				\$0.54 / sheet	= \$0
Final Plans	Assume submitted electronically				
Full Size				\$0.73 / sheet	= \$0
Half Size				\$0.54 / sheet	= \$0
Contract Plans	Assume submitted electronically				
Full Size				\$0.73 / sheet	= \$0
Half Size				\$0.54 / sheet	= \$0
Right-of-Way Plans	Assume submitted electronically				
Full Size				\$0.73 / sheet	= \$0
Half Size				\$0.54 / sheet	= \$0
Misc Printing (Estimated)					= \$0
TOTAL Printing					= \$0
<hr/>					
TOTAL Direct Expenses					= \$642

Note: While the Federal vehicle mileage reimbursement rate is used for budgeting purposes, Stantec will only bill the rate as approved by the Town.

TOWN OF NORWICH, VT
2020 EMERGENCY GENERATOR PROJECT

REQUEST FOR PROPOSALS

July 13, 2020

RFP Contents:

1.	Project Description	page	1
2.	Instructions to Bidders	page	2
3.	Scope of Work	page	8
4.	General Conditions	page	11
5.	Agreement	page	18

Total Pages: 18

by

**Department of Public Works
Town of Norwich
300 Main Street
Norwich, VT 05055
(802)-649-2209**

PROJECT DESCRIPTION

The Project consists of design, supply and installation of a propane emergency generator at the Public Safety Building (PSB) on 10 Hazen Drive, Norwich, VT. It also includes addressing temporary power to the PSB during installation so that the Police and Fire Departments do not lose power at any time.

INSTRUCTIONS TO BIDDERS

1. The Public Works Department of the Town of Norwich, 300 Main St., Norwich, VT is seeking sealed proposals at the Town Manager's Office in Tracy Hall (300 Main St., PO Box 376, Norwich, VT, 05055) for the "**2020 Emergency Generator Project**" until **10:00 AM on August 5, 2020**. The sealed envelope shall be plainly marked "**2020 Emergency Generator Project**".
2. RFP documents may be obtained from the Public Works Garage located at 26 New Boston Road, Norwich, VT between the hours of 7:00 AM and 3:00 PM, Monday through Friday or from the Town of Norwich website www.norwich.vt.us/. There will be no cost for the package.
3. Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing at least five (5) working days before the time of RFP opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders. Oral explanations and interpretations made prior to the RFP opening shall not be binding. Requests for explanations should be addressed to:

Larry A. Wiggins, DPW
Town of Norwich
300 Main Street
Norwich, VT 05055

All references to the DPW in these RFP documents shall mean the Town of Norwich Director of Public Works.

4. Bidders should visit the work site to familiarize themselves with pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The Town of Norwich shall make available to all prospective bidders, previous to the receipt of bids, information that it may have as to extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom. **Bidder should visit the locations of all work to be performed, and a submitted proposal shall be considered as evidence that the bidder has done so.**
5. **All proposals shall be submitted on company letterhead, dated and in accordance with the Proposal Form supplied in this bid package. All proposals shall include any exceptions, if any, to any requirements of the bid package. Proposals must be signed by the bidder or its authorized representative. The Proposal Form shall be completed in ink.**

Prices quoted in this request shall remain firm for a period of thirty (30) days after the date and time of receipt of proposals. The price is to include the furnishing of all material, plant,

equipment, tools, labor, and other facilities required for the completion of the work except as may be otherwise expressly provided in the Contract Documents. Proposals shall be submitted no later than the time fixed in the Invitation for Bidders. Proposals received after the time so indicated shall be returned unopened.

6. Each bidder is responsible for checking its RFP package to ensure receipt of all drawings specifications, and other related documents. If any bidder does not receive complete data, it is the bidder's responsibility to contact the undersigned immediately. All drawings specifications, and other data furnished to bidder for bidding purposes shall, upon request, be returned to the Director of Public Works.

Any referenced drawings are for convenience only in bidding and do not relieve the bidder from any responsibilities to provide a complete and acceptable project.

7. The Town will not award a contract to any Bidder who does not furnish evidence satisfactory to the Town that the Bidder has the ability, skill, integrity and experience in this class of work and has sufficient capital, plant, and insurance to enable the successful and complete execution of this contract within the specified time.

In determining the skill, ability and integrity of the responsible and eligible Bidders, the following elements will be considered: (a) previously defaulted on, failed to perform properly, or failed to complete on time contracts of similar nature; (b) habitually and without just cause neglected payment for material or to employees; (c) a permanent place of business; (d) adequate plant and equipment to do the work properly; (e) a suitable financial status to meet the obligations incident to the work; (f) appropriate technical experience; (g) labor force that can work in harmony with all other elements of labor employed; (h) sufficient bonding capacity if required; (j) adequate superintendence; (k) Statement of Bidder's Qualifications; (l) adequate Certificate of Insurance (with the Town named as the insured) that meets at least the minimum requirements of the Town.

8. Any Bidder's proposal that is accepted by the Town shall be deemed the Preferred Contractor and, thereafter, will be required to execute a Contract with the Town within ten (10) days after notice that the Contract has been awarded to said Preferred Contractor. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the Proposal.

RESPONSES TO THIS RFP MUST CONSIST OF THE FOLLOWING:

A. Statement of Bidder's Qualifications

Complete the following questions relative to bidder's qualifications. All questions must be answered and the data given must be clear and comprehensive. If necessary, add separate sheets.

1. Name of Bidder:
2. Permanent Main Office Address:
3. When Incorporated:
4. Where Incorporated (including evidence that Bidder is legally eligible to conduct business in the State of Vermont):
5. Provide Business and staff license information
6. How many years have you been engaged in the contracting business under your present firm name:
7. Contracts on hand: (**Attach list** showing project title, project location and the approximate anticipated dates of completion.)
8. General character of work performed by your company.
9. Have you ever failed to complete work awarded to you? YES NO
If yes, where, when and why?
10. Have you ever defaulted on a contract? YES NO
If so, where, when and why?
11. List your major equipment AVAILABLE FOR THIS CONTRACT. (Attach equipment schedule if necessary.)

B. A technical proposal consisting of:

1. A cover letter expressing the firm's interest in working with the Town including identification of the principal individuals that will provide the requested services.
2. A description of the general approach to be taken toward completion of the project and an explanation of any changes to the proposed scope of work, or exclusions, from that outlined in the RFP.
3. Provide a drawing of the proposed generator, ATS, disconnects, panels, conduits, wiring, etc. to explain system proposed and the installation.
4. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task.
5. A proposed schedule that indicates project milestones and overall time for completion.
6. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-contractors shall be included in this list.
7. Demonstration of success on similar projects, including a brief project description and a contact name and address for reference.

C. Cost proposal

A fixed price cost proposal shall be submitted in a separate envelope. (Reference "Submittals" on the next page.)

EVALUATION CRITERIA

The proposal will be evaluated considering the following criteria:

1. Understanding the Scope of Work /Project Approach
2. Knowledge of Project Area
3. Qualifications/Experience of Proposed Staff
4. Availability of Technical Disciplines
5. Past Performance on Similar Projects
6. Reasonableness of proposed schedule
7. Cost

SUBMITTALS

Technical and cost proposals must be submitted in separate, sealed envelopes or packages with the following information clearly printed on the outside:

1. Name and address of prime consultant
2. Due date and time
3. Envelope contents (technical or cost proposal)
4. Project name

All proposals upon submission become the property of Town of Norwich. The expense of preparing and submitting a proposal is the sole responsibility of the bidder. The Town reserves the right to reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of the Town. This solicitation in no way obligates the Town to award a contract.

Schedule

The following schedule summary indicates the desired sequence and timing for this contract. It is intended that this schedule be met with all work done during normal working hours.

2020 Emergency Generator RFP issued	July 15, 2020
Deadline for receipt of technical and cost proposals	10:00 AM on August 5, 2020
Contract awarded by	August 19, 2020
Start of 2020 Emergency Generator Project by	August 26, 2020
Completion of all 2020 Emergency Generator Project Contract items (including generator test and certification of proper operation)	by . . . October 16, 2020

Work Schedule

The schedule must be acceptable to the Director of Public Works.

The on-time completion of the project is an essential part of the contract.

Award of Contract

The contract shall be awarded to the responsible bidder whose proposal is deemed to be in the best interest of the Town. The Town of Norwich reserves the right to waive any informality in bids submitted and the right to reject any and all bids at its discretion and to accept the bid which will be in the best interest of the Town of Norwich.

In case of error in the extension of prices, the unit prices bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures.

Contract award is contingent upon adequate funding.

SCOPE OF WORK

Work to be Done

The following work shall be done in accordance with all referenced drawings and specifications (latest edition).

The Contractor shall supply all necessary labor, materials, equipment and accessories as required to complete the following scope of work.

Reference Town of Norwich Fire and Police Facility Drawing C2, by Pathways Consulting ,LLC for site utilities layout (attached at end of RFP).

1. Contractor shall complete the following scope of work for the specified building:
 - a. Furnish and install a propane generator and the required system appurtenances (ATS, breakers, disconnects, wiring, etc.) at the Public Safety Building. Contractor to determine the proper size of a propane emergency generator to provide power to all circuits in the Public Safety Building (Police and Fire Departments). It is assumed a 60kw generator will be adequate but the Contractor shall perform the required load calculations to determine the actual generator capacity required. Historical demand information will be provided to the selected contractor. The generator and associated equipment shall be sized to allow operation of all building circuits in the event of a power outage.
 - b. Provide a drawing of the proposed generator, ATS, conduits and wiring (underground and above ground), disconnect switches, etc. This drawing shall show and define any existing electrical systems and appurtenances which will be used and /or removed to allow the proposed installation. The proposed generator will be located on the existing generator pad and any required modifications shall be made to allow the new generator to be installed on the existing pad.
 - c. Furnish and install any underground conduit and wiring required for the system operation in accordance with federal, state and local codes. The Contractor shall backfill and replace the existing pavement and loam with an equivalent thickness of the existing pavement and loam over any trenched areas. All trenching shall be backfilled with maximum 12" thick lifts and compacted to 95% maximum dry density as determined by field density tests.
 - d. Coordinate with the gas supply company to disconnect and reconnect the propane connections on the existing and new generators.
 - e. Proposals shall include all work to complete the Project as required on a "turn-key" basis, such that nothing further is required of the Town to operate the system for its intended purpose.
 - f. Coordinate all activities with the Chief of Police. Provide a minimum of 48 hours of notice of any planned power outage.

- g. Perform a test of the installed generator under load from all circuits for a minimum of 30 minutes and provide a certification that the generator is functioning properly and all circuits were properly powered without disruption.
 - h. Provide a standby emergency generator with proper connections to provide power to the building in the event of a power outage during the installation/construction period.
 - i. All generator, ATS, breakers, conduit, panels, wiring shall be specified and stamped by a licensed electrical engineer licensed in the State of Vermont and shall be installed by a licensed electrical contractor licensed in the State of Vermont.
 - j. Provide as built drawings of all installed equipment, appurtenances, conduit and wiring at project completion with ties to known building corners.
 - k. Provide operational and service manuals for installed generator and provide training for Town personnel on proper operation of generator and related systems.
 - l. Provide emergency service on a 7 day 24 hour a day basis on all systems installed above. Emergency service to include emergency service response during normal working hours, weekends and holidays. Fees and labor rates for emergency response shall be listed in proposal.
2. Contractor shall provide required documentation for all tests defined above to the Town of Norwich Fire Dept., Town of Norwich Public Works Director and the State of Vermont. Test results shall identify any items not meeting the State of Vermont requirements and the discrepancies found.
3. Coordinate with the Director of Public Works before any work to verify the calendar of work, so the Director of Public Works can appropriately notify the public at-large of the schedule of anticipated work.
4. Provide daily clean-up of all areas affected by project work.
5. The Contractor shall provide and pay for all temporary facilities, utilities, temporary construction and supervision as required to complete the contract scope of work.
6. The Contractor shall guarantee all materials and workmanship completed under the contract scope of work for one year from the date of acceptance by the Director of Public Works or his representative.
7. Upon completion of the work, the improvement areas shall be cleaned up to the satisfaction of the Director of Public Works including, but not limited to, removal of all spoil from the job site and clean-up of materials.

MISCELLANEOUS SCOPE OF WORK

1. Attend pre-construction meeting, as applicable, and coordinate all activities with the Director of Public Works.
2. The Contractor shall provide a minimum of 72 hours' notice to the Director of Public Works prior to commencing the project.
3. No work will be permitted at night or on weekends or holidays except as approved in writing by the Director of Public Works. Normal working hours are Monday through Friday 7:00 a.m. to 3:30 p.m. The Contractor shall not work outside normal working hours without prior approval from the Town.
4. Perform any other miscellaneous work required to complete the project but not otherwise specified.

WORK NOT INCLUDED IN SCOPE OF WORK

1. The Town of Norwich Public Works will provide access to all buildings with prior notice by the Contractor.

GENERAL CONDITIONS

1. The Contractor is responsible for maintaining normal office activities through the project area for the duration of the project. All testing will be coordinated with the facility in which the work is performed. All testing shall only be performed after 72 hours advance notice.
2. Any damage to personal property by the Contractor or his subcontractors shall be repaired in-kind at the Contractor's expense.
3. It is the intent of this contract to complete all work in a continuous manner to minimize the projects' duration. The Contractor shall cooperate in scheduling work at times which is mutually agreeable.
5. It is the responsibility of each Contractor submitting proposals for the work to assure that the equipment/construction methods intended for use are capable of complying with project specifications. The attention of each contractor submitting a proposal is directed to the portion of the project specifications which require the Contractor to demonstrate to the Director of Public Works the ability of his crew(s) and equipment to comply with the specification requirements and to do so at a rate of production consistent with the time allowed under the contract. In submitting proposals for this work, Contractors are required to use specific equipment on the project. In order to meet the project schedule, Contractors are required to provide all necessary equipment to complete said project in a continuous, orderly manner. In the event that any aspect of the Contractor's work does not meet the requirements stated in the technical specifications, all construction operations shall cease until the Contractor demonstrates the ability to comply with all specifications. The Contractor shall not be permitted an extra for delays during this period. If compliance cannot be demonstrated, the contract shall be terminated upon written notice from the Director of Public Works. The Contractor shall not be paid for any substandard work.
6. The Contractor shall promptly correct any work not meeting specifications at Contractor's expense.
7. This project is subject to all of the Safety and Health Regulations (29 CRF Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on April 6, 1979, unless otherwise noted. Contractors are urged to become familiar with the requirements of these regulations.

8. Insurance

Prior to the commencement of any work under this contract, the Contractor and any duly authorized subcontractors shall procure and thereafter maintain for the duration of their responsibilities hereunder, Comprehensive General Liability and Comprehensive Automobile Liability and Workers Compensation Insurance. Minimum limits shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

MINIMUM LIMITS REQUIRED

1. Fire Legal Liability	\$1,000,000 Per Occurrence
2. Broad Form Property Damage	
3. Premises Operation	
4. Products and Completed Operations	
5. Towns and Contractors Protective	
6. Explosion and Collapse	
7. Underground Hazards	
8. Independent Contractors	

COMPREHENSIVE AUTOMOBILE LIABILITY

9. Any Auto	\$1,000,000
10. Employee Liability Endorsement	

**WORKERS COMPENSATION AND
EMPLOYERS LEGAL LIABILITY**

Vt. Statutory
\$100,000 Bodily Injury by
accident per employee
\$100,000 Bodily Injury by
disease per employee
\$500,000 Body Injury by
disease policy limit

The Town of Norwich shall be named as an additional insured. Copies of the above certificates shall be submitted to the Town of Norwich prior to award of contract.

9. **Terms of Payment**

The Town will make payment as follows:

- a. 50% of total contract amount at the time of execution of the generator order
- b. 25% of total contract amount at the time of installation of the generator
- c. 25% of total contract amount after the successful testing of the generator and receipt of operational certification

10. **Acceptance and Final Payment**

The general guarantee period for the work substantially completed shall begin on the date certified by the Town.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Director of Public Works and/or his representative shall make inspection. When he finds the work acceptable under the Contract and the Contract fully performed, upon receipt of the final payment requisition, the entire balance found to be due the Contractor shall be paid to the Contractor by the Town.

Before final payment, the Contractor shall submit evidence satisfactory to the Director of Public Works and/or his representative that all payrolls, materials bills and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Town guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Town other than those arising from unsettled liens, from faulty work appearing within twelve months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

11. **Extra Work**

The Contractor shall not be paid for any work not identified in Scope of Work for this project unless a Change Order defining the change is approved in writing by the Director

of Public Works in advance. If an approved Change Order, signed by the Director of Public Works is executed, charges for additional work shall be based on the prices set forth in this contract.

The Director of Public Works reserves the right to increase or decrease the volume of work set forth in this Contract within the limits of available funds. The Contractor shall not make any claim against the Department should the work be increased or decreased as indicated above.

12. **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, exonerate, protect, defend (with counsel acceptable to the Town of Norwich), save harmless and reimburse the Town of Norwich and its employees, officers, agents and representatives (hereinafter Contractor shall include such foregoing persons or entities) from and against any and all damages (including, without limitation, bodily injury, illness or death or property damage), losses, liabilities, obligations, penalties, claims (including, without limitation, claims predicated upon theories of negligence, fault, breach of warranty, products liability or strict liability), litigation, demands, defenses, judgments, suits, proceedings, costs disbursements or expenses of any kind or nature whatsoever, including without limitation, attorneys' and experts' fees, investigative and discovery costs and court costs, which may at any time be imposed upon, incurred by, asserted against or awarded against the Town of Norwich which are in any way related to the Contractor's performance under this Agreement and which arise from (i) any act, omission or strict liability of Contractor, Contractor's licensees, agents, servants or employees or any third party, whether such act, omission or strict liability gives rise to liability which is sole, joint or several, (ii) any default by the Contractor under any of the terms or covenants of this Agreement, or (iii) any warranty given by or required to be given by Contractor relating to the performance of Contractor under this Agreement.

Contractor agrees to pay the Town of Norwich interest from the date of any loss indemnified against hereunder until such amount, plus interest, is paid.

Contractor shall purchase and maintain in force, from the commencement of this Agreement until Contractor has fully completed its responsibilities hereunder, an appropriate general liability insurance policy with contractual extension coverage (by

endorsement or otherwise) and shall provide the Town of Norwich with a certificate of insurance evidencing such coverage. At the requests of the Town of Norwich at any time (or from time to time) that this indemnity provision remains in effect, the Contractor shall name the Town of Norwich as an additional insured under its general liability insurance policy. The Contractor's obligations under this paragraph shall not, however, be limited in any way by any limitation on the amount or type of insurance available to the Contractor.

13. **Arbitration**

Unless otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the Town and the Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Town is located.

The procedure for conducting the hearings will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

14. **Termination**

This contract may be terminated by the Town upon fourteen days' written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the Town shall pay the Contractor for work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages.

If the Contractor defaults or persistently fails or neglects to carry out the work in accordance with the contract documents or fails to perform the provisions of the contract, the Town may give written notice that the Town intends to terminate the contract. If the Contractor fails to correct the defaults, failure or neglect within seven days after being given notice, the Town may then give a second written notice and, after an additional seven days, the Town may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor or, at the Town's option, may terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Town may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the work, the excess shall be paid to the Contractor, but if the expense exceeds the unpaid balance, the Contractor shall pay the difference to the Town.

If the Town fails to make payment when due, the Contractor may give written notice of the Contractor's intention to terminate. If the Contractor fails to receive payment within seven days after receipt of such notice by the Town, the Contractor may give a second written notice and, seven days after receipt of such second written notice by the Town, may terminate the contract and recover from the Town payment for work executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery including reasonable profit and applicable damage. Note: there is an established bill paying procedure the Town adheres to. Thus, the function of making payment to a Contract necessarily relates to the Town's receipt of a Contractor's invoice.

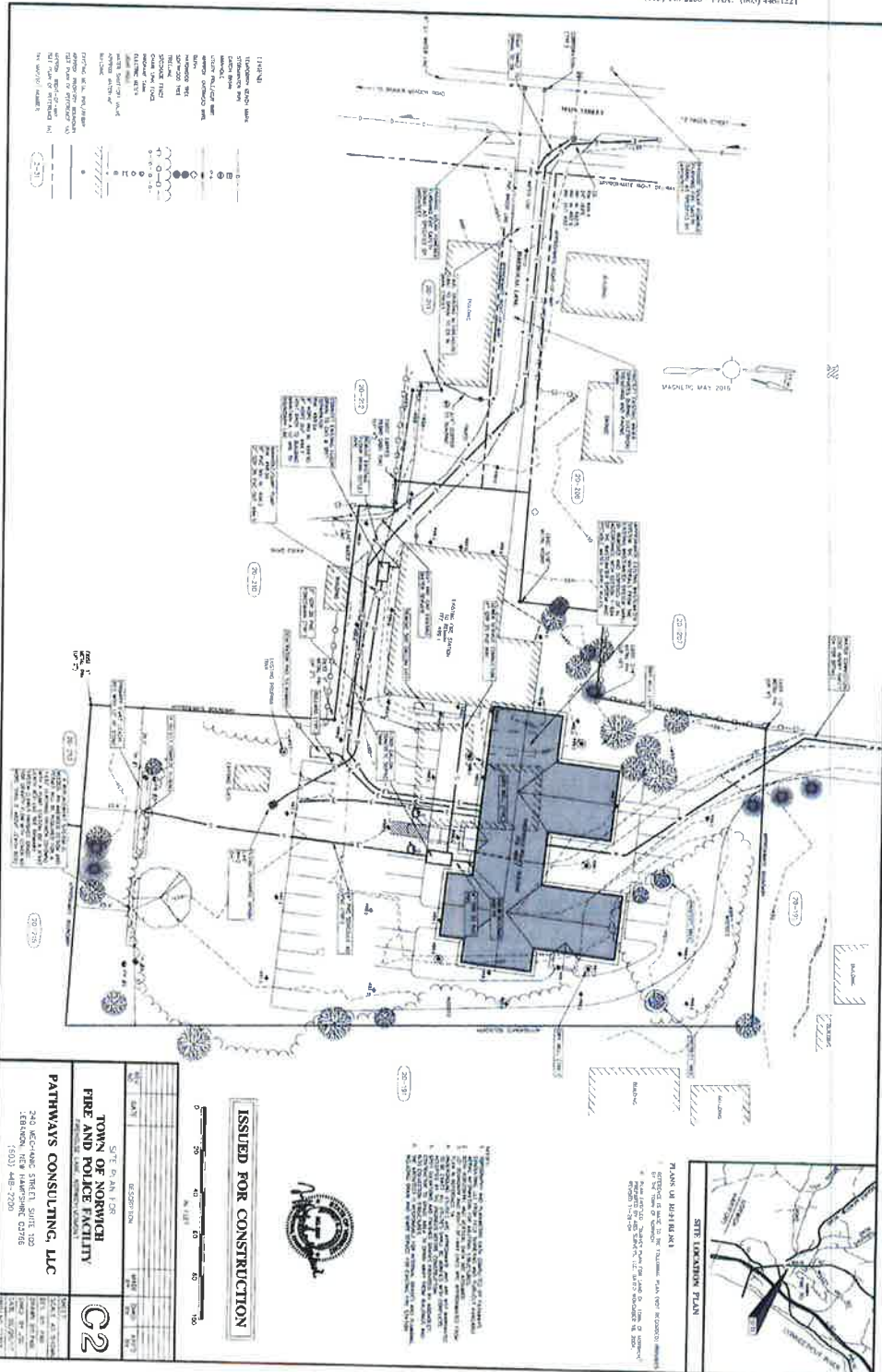
15. **The Contractor shall not award any work to any subcontractor without prior written approval of the Town.**

16. The Contractor shall promptly remove from the premises all material and work condemned by the Town as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Town and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

17. At the site of the work the Contractor shall employ a competent construction superintendent who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Town.

PATHWAYS CONSULTING, LLC
 PLANNING • ENGINEERING • SURVEYING • CONSTRUCTION ASSISTANCE

240 MECHANIC STREET, SUITE 100
 LEBANON, NEW HAMPSHIRE 03766
 (603) 448-2200 • FAX: (603) 448-1221



2020 EMERGENCY GENERATOR PROJECT
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the Town of Norwich, VT, hereinafter called "OWNER", and _____, doing business as a corporation hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the 2020 Emergency Generator Project.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the dollar amounts as shown in the Contractor's bid proposal.
4. The term "CONTRACT DOCUMENTS" means the 2020 Emergency Generator Project RFP document package and includes the following:
 - a. Project Description
 - b. Instructions to Bidders
 - c. Scope of Work
 - d. General Conditions
 - e. Agreement
 - f. Contractor's Proposal Dated: _____
5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first written above.

H. Durfee, Town Manager
Town of Norwich, VT

Authorized Representative
Contractor

Witness

Witness

Date

Date

Herb Durfee

(11.1)

From: Larry Wiggins
Sent: Thursday, July 16, 2020 1:58 PM
To: Herb Durfee; Miranda Bergmeier
Cc: Becky Grammer
Subject: 2020 Paving Project Contract Award
Attachments: Paving Project 2020 bid record 06262020 .xlsx

Herb

Please find attached my request to award the contract for the 2020 Paving Project to Pike Industries. Pike Industries' bid of \$132,030.30 was the low bid. (Please see previously sent bid record). Please note the paving is a unit cost contract and the final dollar amount will be based on the actual quantity placed. I will monitor the paving on a daily basis.

As requested the contract calls for paving in September to help alleviate the monetary concerns due to Covid issues. As of today's date Vtrans has not announced any paving grant awards therefore it is assumed the funds will come from the Paving Designated Fund.

Thank you
Larry Wiggins

From: Larry Wiggins
Sent: Friday, June 26, 2020 8:52 AM
To: Herb Durfee <HDurfee@norwich.vt.us>; Miranda Bergmeier <MBergmeier@norwich.vt.us>; Becky Grammer (bgrammer@norwich.vt.us) <bgrammer@norwich.vt.us>; 'Seth Ames' <Seth@Blaktop.com>
Subject: 2020 Paving Project Bid Record

Please find attached the bid record for the 2020 Town of Norwich Paving Project for bids received on June 25, 2020.

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

2020 Town of Norwich Paving Project - Bid Record of bids received on 6/25/2020

Bidder	Bid Amount
R&D Paving	\$148,000
Pike Industries	\$132,090.30
Blaktop, Inc ***	\$136,172.82***

*** Blaktop bid received at 10:13 (after bid opening) so bid was not considered.

11.2

Herb Durfee

From: Larry Wiggins
Sent: Thursday, July 16, 2020 10:37 AM
To: Herb Durfee; Miranda Bergmeier
Subject: BOS Dust Control concerns

The request for purchasing the dust control that the department has used for several years is not a result of complaints. Dust control products are all proprietary. Bidding dust control is a possibility however it will be an apples to oranges bid for that reason. I also have personal experience with the various issues with dust control products such as:

- Some are not environmentally friendly as others.
- Some are not effective
- Some have issues with residents complaints of the product sticking to their cars or dogs. Some smell like molasses for days after application.

To avoid those issues, I requested to purchase the dust control that the Town has successfully used. It works and I have had no complaints and no lawsuits regarding killing flowers or contaminating wells.

If the BOS feels the above reasons are not adequate to continue to purchase the currently used product, then I will put it out to bid.

As a side note, the current vendor sells to the following nearby towns:

Sharon
Strafford
Randolph
Rutland City
Brandon
Pittsford.
Poultney.

Let me know if you need further information to answer the BOS concerns.

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



STORAGE TANK AND EQUIPMENT RENTAL AGREEMENT

This Agreement is entered into by and between Innovative Municipal Products (U.S.) Inc., d/b/a Innovative Surface Solutions, a Delaware corporation, maintaining an office for the transaction of business at 454 River Road, Glenmont, NY (referred to hereinafter as "ISS") and the Town of Norwich, maintaining an office for the transaction of business at 26 New Boston Road, Norwich, VT, 05055 (referred to hereinafter as "Town") to be considered effective as of July 31st, 2020.

WHEREAS ISS is engaged in the business of marketing liquid products for road de-icing and dust control ("Liquid Products"); and

WHEREAS Town desires to acquire, without major capital outlay, the ability to effectively utilize ISS Liquid Products and, to do so, requires the acquisition of storage tanks and related equipment; and

WHEREAS ISS, to further the marketing of its products, is willing to assist Town in the acquisition of storage and related equipment.

The Parties hereby agree as follows: In consideration of Town's agreement to purchase minimum quantities of Liquid Products as hereinafter set forth, ISS hereby leases to Town, under the terms and conditions of this Agreement, the following storage tanks and equipment (referred to hereinafter as "Storage Tank & Equipment"):

Storage Tank-	NA
Equipment-	One 925 gal Spray system Item #949 value of \$4,952.86
Freight-	Freight charges of \$900.00
Total-	Freight, Equipment and Storage Tank value of \$5,852.86
Commitment-	Minimum annual purchase of 17,200 gallons ISS Liquid Products

Terms and Conditions of the Agreement:

- 1. Term of Contract:** This Agreement shall be in effect from July 31, 2020 for a period of three (3) years ("Initial Term"). Storage Tank and Equipment is to be delivered to Town's yard at 26 New Boston Rd, Norwich, VT.
- 2. Volume Commitment:** In consideration for the rental of Storage Tank and Equipment, Town covenants and agrees to purchase from ISS not less than 17,200 gallons of ISS Liquid Products per year for the term of the contract at fair market pricing.
- 3. First Order:** Town agrees to place their first order prior to the storage tanks and equipment delivery so that the storage tank can go into immediate service.
- 4. Storage Tank:** NA
- 5. Equipment:** ISS is the sole owner of the equipment. Ownership to be transferred in "as is" condition as the conclusion of 3 years rental if mutually agreed by both ISS and Town. Town shall use the equipment exclusively for ISS liquid products.
- 6. Modifications:** These are basic systems; any additional parts needed are not included and their purchase is the responsibility of the Town. Town shall refrain from modifying the equipment without the expressed written consent of ISS. Application for consent shall be addressed to ISS and sent via

454 RIVER ROAD • GLENMONT, NY • 12077
PHONE 518.729.4319 • FAX 518.729.5181


Initial by Town Official Signing
Agreement



email to equipment@innovativecompany.com or fax at 518-729-5181. Any decision by Town to terminate this agreement or any unauthorized modification of the equipment will result in ISS having the right to repossess the equipment that is currently under Agreement.

- 7. **Manufacturer Warranty Equipment & Storage Tank:** ISS shall be responsible for any manufacturer defects to the Equipment and Storage Tank during the time title vests in ISS provided the Equipment and Storage Tank are not modified without the written consent of ISS, and used in the normal course of business and as intended by the manufacturer and ISS.
- 8. So long as title to the Storage Tank and Equipment shall remain in ISS and possession of the Storage Tank and Equipment shall remain in the Town, the Town shall be responsible for the repair or replacement of the Storage Tank and Equipment should either of them be damaged or destroyed.
- 9. **Successor and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
- 10. In the event that ISS, in its sole opinion, determines that the quantity of ISS Liquid Product being purchased by Town is insufficient to warrant ISS' investment in the Storage Tank and Equipment, then ISS may so notify Town and thirty (30) business days thereafter ISS shall have the right to repossess the Storage tank, Equipment and this Agreement shall terminate.

INNOVATIVE MUNICIPAL PRODUCTS (U.S.) INC.

By:  Authorized Signature
Jeffrey Hicks Print Name
Director of Operations Position/Title
July 8, 2020 Date

I certify that I am the (title) _____ for the Town of Norwich, VT ("Town") and as an authorized officer of the Town, I certify that I am authorized to sign contracts and other legally binding documents related to Agreements with ISS and by signing below I am confirming that I am in agreement with above terms and conditions.

TOWN OF NORWICH, VT

By: _____ Authorized Signature
 _____ Print Name
 _____ Position/Title
 _____ Date