
MEMORANDUM

TO: Norwich Select Board
FROM: Mary Layton
SUBJECT: Legal Questions Process
DATE: December 3, 2015
CC: Neil Fulton, Nancy Kramer

Legal Questions regarding Town Manager's Contract

Motion: "We move to authorize the Select Board Board Chair to hire attorney John Klesch to give his legal opinion of Select Board questions regarding the Norwich Town Manager's current employment status."

October 28, 2015 Norwich Select Board meeting, item 11. "Town Manager Contract Update (Discussion/Possible Action Item). Cook suggested an attorney recommended by VLCT whose hourly rate is \$145. After discussion, the Select Board agreed to work on a clear set of questions for discussion at their November 10th meeting. Cook asked that questions from the Select Board members be given to her by November 3rd in order to consolidate and prepare for the November 6th packet. Fulton stated for the record that he disagrees with the concept that he is an at will employee."

Linda Cook and Mary Layton met on November 8th to consolidate questions for legal counsel as described in the above motion. Linda Cook had received documents from all four of the Select Board members. Linda Cook and Dan Goulet each submitted a hand written list of questions. Christopher Ashley submitted a word document with three questions. Stephen Flanders submitted a document that did not include questions. Mary Layton submitted questions that had been raised in Select Board correspondence by Norwich residents Watt Alexander and Chris Katuki. In an effort to consolidate the questions, Linda Cook and Mary Layton decided that Dan, Linda, and Mary's questions were similar enough that listing the text of Mary's questions would be sufficient.

Because Stephen Flanders had not submitted questions Linda and Mary decided that it was not appropriate to submit his document.

The list “Questions for Counsel” was distributed before the start of the November 10, 2015 Select Board Meeting. The first and last questions are attributed to Christopher Ashley. The other five questions represent the need for clarification expressed by Linda Cook, Mary Layton, Chris Katuki, and Watt Alexander. Stephen Flanders document was not included in this compilation because he did not submit questions.

Questions for Counsel

“Is there a legal difference between a written contract and the current situation in Norwich where the Town Manager’s working conditions and salary have been set by Select Board action and the Town’s Employment policies?”

Is there documentary evidence of a binding legal agreement between the current Town Manager and the Town?

If so, what are the specific provisions of that agreement?

Is there documentary evidence to support the specific contract terms this Town Manager asserts are currently in effect between himself and the Town?

Is the Town Manager an “at will” employee of the Town?

Does paragraph 9 of Nelson v Town of Saint Johnsbury-

<http://info.libraries.vermont.gov/supct/current/op2013-386.html#-ftn1>

-limit the Nelson holding to those instances where there is an “absence of a contract between the manager and the town?”

What are the duties, roles, and responsibilities of the Select Board if it enters into contract negotiations with the Town Manager?