

Norwich Selectboard
Regular Meeting – May 10, 2023 – 6:30 p.m.
Participation: Hybrid
Physical Location: Tracy Hall meeting room
ZOOM access information: <https://us02web.zoom.us/j/89116638939>
Meeting ID: 891 1663 8939

US Toll-free: 833 548 0276 (Press *9 to raise hand; Press *6 to unmute after recognized by Chair)

1. Welcome
2. Agenda..... Motion required.

Presentation – The selectboard welcomes a presentation on an important topic of townwide importance. Public comments may be taken.

3. Sarah Wraight, TRORC: ARPA money options, community input, and planning....Motions possible.

Correspondence, AP Warrant, Minutes – The selectboard will consider each category. Public comment may be offered.

4. Minutes – Approval of Minutes for 04/26/2023 meeting..... Motion required.
5. Correspondence..... Motion required.
6. AP Warrant(s) Motion required.

Action Items for motions – Introduction by the chair on items being decided, any related correspondence, public comment, SB discussion, SB action.

7. Police Department requestsMotion required.
8. Committee appointments continuedMotion(s) possible.
9. Personnel Matters and Hires, Executive Session may be required pursuant to 1 V.S.A. § 313(a)(1)(A) to consider a contract(s) after “finding that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage,” and 1 V.S.A. § 313(a)(3) to consider the appointment or employment of an employee, “provided that the public body shall make a final decision to hire or appoint ... in an open meeting and shall explain the reasons for its final decision during the open meeting;” and to invite the Interim Town Manager.....Motion(s) possible.
10. Litigation discussions, Executive Session may be required pursuant to 1 V.S.A. § 313(a)(1)(E) to consider pending civil litigation to which the public body is a party, and to invite the Interim Town Manager and possibly town counsel.....Motion(s) possible.
11. Alcohol Waiver Request for Tracy Hall.....Motion possible.

Informational Items – This time will be used for important information for which there will be no immediate action and could be no public comment.

12. Trail Inspection/Insurance.....Motion possible.
13. Recreation Department job descriptions.....No motions anticipated.
14. Kids’ Bridge update from Interim Town Manager.....No motions anticipated.

Reports Submitted -- On occasion, reports from appointed committees, departments, or other town-related entities are submitted without comment or request for agenda time. The chair will identify such reports as part of the record, and the SB may or may not determine action is necessary.Fire Dept. and Police Dept. reports

Discussion Items – No motions are anticipated on these critical issues which are being framed for future action. – Order of process: an introduction by the chair, any related correspondence, public comment, SB discussion.

15. Financial Policies & Procedures Task 2 second stage, tabled from 04/26/2023. No motions anticipated.
16. Outside Human Resources assistance and scope, tabled from 04/26/2023.....No motions anticipated.

Future Agenda Items Possible

May 24, 2023

Collective Bargaining Update	Update on bike/pedestrian/Beaver Meadow Rd
RFQ Draft for Town Manager search	
Update on Interim Town Manager position	

Adjournment

Memo to the Town Manager

From: Interim Finance Director, J Hasbrouck

April 28, 2023

RE: Creating a Budget Surplus with the ARPA money

After speaking with Sarah Wraight from Two Rivers, and reviewing the guidance provided in the *Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule* provided by the US Department of the Treasury, my “nutshell synopsis” is that there are two steps that the Town currently needs to take in order to properly record the ARPA revenue and convert the money so the town is able to spend the money without the treasury strings carrying forward.

Step 1 will be to receive the revenue into the operating revenue to create a budget surplus. This step is necessary to remove two federal restrictions on the funds. First is to remove the time constraints that state:

ARPA funds must be *obligated* (promised through orders, subgrants, or contracts, or exact expenditures approved by Selectboard) by December 31, 2024. ARPA funds must be actually spent by December 31, 2026. That may feel like a lot of time, but if you’re considering using ARPA funds on a large project that requires public discussion at Town Meeting Day and/or does not have engineering and permits yet, that timeline is getting tight.

S Wraight Email 1-30-23

and the second that confines the spending to specific “obligated” purposes. Completing this conversion will allow the town freedom to use the town’s policies for spending to allocate the spending of the funds because they are no longer encumbered by Treasury rules but rather are now considered “budget surplus” funds. This conversion will require recording certain treasury approved spending lines with equal ARPA revenue receipts. This information will need to be reported to the treasury to satisfy the “use of the ARPA fund” requirements and recorded in the town’s financials (including the audit) as surplus resulting from the ARPA money receipt and conversion.

Step 2 will be the spending of the surplus funds. The treasury says there should be *public engagement* related to the spending but ultimately it is up to the Select Board to spend the money per the municipalities spending policies. The public comments may be through surveys or public forums or a combination and these, then the comments become the tools for the SB to use in a spending plan. Because this is surplus money the treasury’s “approved spending items” restraints are removed so the town has leeway to create spending plans that do not have to be completed by the end of calendar year 2026 and do not have to meet the treasury’s qualified expenses.

I recommend making a motion to “use the ARPA funds to create a surplus by covering the payroll and benefit expenses incurred in the first 3 quarters of FY23 (July 1, 2022- March 31-23), using the Police Department, Fire Department spending first, then the other departments at the discretion of the Town manager until we arrive at the total ARPA receipt of \$1,025,898.10”.

DRAFT Minutes of the Selectboard Meeting of
Wednesday, April 26, 2023, at 6:30 pm

This hybrid meeting was held in the Multipurpose Room in Tracy Hall.

Members present: Marcia Calloway, Chair; Mary Layton, Vice Chair; Roger Arnold; Pamela Smith; Priscilla Vincent

Also participating: Brennan Duffy, Interim Town Manager; Cheryl Lindberg, Treasurer; Peter Orner; Jacqueline Allen; Linda Gray; Stuart Richards; Irving Thomae; Brian Loeb; Linda Cook; Robert Gere; Emily Myers; Jack Candon; Nancy Osgood; Anna Connolly; Jordan Mueller

1. Welcome. Technical difficulties with the Zoom system delayed the start. Calloway brought the meeting to order at **6:49 PM**.

2. Agenda Review. In response to a request from Calloway, the Board determined to add an informational item (#6.5) she said was recommended by the Town Treasurer, to be addressed between the Finance Report and the Town Manager Report. Layton moved, seconded by Smith, to approve the Agenda as amended.

Vincent expressed concern that the current agenda did not address police department issues. Duffy responded that they will be on the next meeting's agenda. Motion **passed** (4 Yes; Vincent abstained).

3. Minutes. Layton moved, seconded by Arnold, to approve the minutes of April 12, 2023, with amendments specifically requested by Vincent and Lindberg as shown in the packet for the present meeting. **Passed** unanimously.

4. Correspondence. Vincent moved, seconded by Layton, to accept correspondence as included in Selectboard meeting packet. **Passed** unanimously.

5. AP Warrant. Layton moved, seconded by Arnold, to approve AP Warrant #990 in the amount of \$68,343.76. **Passed** unanimously.

5.5. Additional Public Comment. The Chair solicited comments from the public on issues not appearing on this meeting's agenda. Orner rose to urge the Board to include in future agendas the issues of pedestrian safety and walkability, particularly in light of the passage of Ballot Measure 10, by which the Town voted to allocate \$50,000 toward

their study. He emphasized that that vote was for a binding, not advisory measure. Allen reminded the Board that the Planning Commission had already submitted for the previous Board's approval a plan to form a subcommittee to address these issues, but it had not been moved forward.

Thomae spoke to the need to better ensure functioning links to these meetings on Zoom and to provide proper and timely advertising thereof.

Richards, via Zoom, spoke in support of expeditiously addressing the question of adding a fifth police officer. Calloway assured that it will be on an agenda soon.

Gray said she hopes the Board will incorporate energy-related issues at Tracy Hall soon on agendas for future meetings.

6. Finance Report and New Audit Preparation/Consistency. Calloway said that since the interim Finance Director was currently not available, relevant questions might best be addressed to the interim Town Manager.

Richards asked why the COLA bonuses still had not been distributed. Duffy responded that the reason continues to be that that will entail an agreement with the union involved, which has yet to be reached.

Lindberg reported she has solicited information from local banks on what short-term investment options might offer better yields than the Town currently achieves on accounts with substantial positive balances. She said she will deliver a memo soon to the Board in this regard.

7. Interim Town Manager Report. Duffy reported that the current interim Finance Director's last day will be April 28 and that they have some good potential candidates to take her place. He also noted that the purchase of a new police cruiser is complete and its use awaits only the car's full equipment "fit-up." He further reported that they have identified a suitable interested candidate for the buildings and grounds position that has been open for the last six months and that the necessary field work at Huntley Meadows is already underway. They now think the tennis courts may be ready to open again this summer.

Duffy said he has filed the opioid settlement claim on behalf of the Town, as well as the "mini-grant" application discussed at the last meeting. He also said they will be soliciting volunteers for bridge and trail work.

He said TRROC and VLCT have approved the Town's potential transfer of some of the ARPA monies to other funds that would provide greater flexibility, as has already been done by other communities. He would like Two Rivers to appear before the Board at its

next meeting, May 10, to discuss the process involved. Calloway said she has already extended the invitation.

8. IREC (Intermunicipal Regional Energy Coordinator). Duffy said this report has been submitted.

9. Fire Department. Duffy said the Fire Department's report will include important information regarding dangers associated with Lithium-based batteries.

10. Committee Appointments.

Arnold moved, seconded by Vincent, to appoint Emily Myers and Richard Stucker to the Development Review Board for a term expiring on April 30, 2026. **Passed** unanimously.

Arnold moved, seconded by Vincent, to appoint Jack Candon as an Alternate Representative on the Development Review Board for a term expiring on April 30, 2026. **Passed** unanimously.

Vincent moved, seconded by Smith, to appoint Irv Thomae as the Norwich representative on the EC Fiber Governing Board for a term expiring on April 30, 2024. **Passed** unanimously.

Smith moved, seconded by Vincent, to appoint Robert Gere as the alternate Norwich representative on the EC Fiber Governing Board for a term expiring on April 30, 2024. **Passed** unanimously.

Smith moved, seconded by Layton, to appoint Erich Rentz to the Energy Committee for a term expiring on March 31, 2026. **Passed** unanimously.

Arnold moved, seconded by Smith, to appoint Robert Gere to the Energy Committee for a term expiring on March 31, 2024. **Passed** unanimously.

Smith moved, seconded by Vincent, to appoint Linda Cook to the Historic Preservation Commission for a term expiring on April 30, 2026. **Passed** unanimously.

Osgood spoke on behalf of Jess Phelps, who was unable to attend. Arnold moved, seconded by Layton, to appoint Jess Phelps to the Historic Preservation Commission for a term expiring on April 30, 2026. **Passed** unanimously.

Loeb, a current member of the Planning Commission, phoned in to recommend the Board not make any decision precipitously on an appointment to the Commission since

that could result in stalemates on the Commission due to no longer having an odd number of members if only one were to be appointed at this time. He said the fact there had been just one applicant likely was attributable to the Board's not having directed sufficient public attention to the Commission's two current openings.

Smith moved, seconded by Vincent, to appoint Stuart Richards to the Planning Commission for a term expiring on April 30, 2027. **Passed** (Calloway, Smith, Vincent, Yes; Arnold, Layton, No).

Vincent moved, seconded by Smith, to appoint Anna Connolly to the Norwich Recreation Council for a term expiring on March 31, 2026. **Passed** unanimously.

Arnold moved, seconded by Smith, to appoint Bram Litvinoff to the Solid Waste Committee for a term expiring on April 30, 2026. **Passed** unanimously.

Smith moved, seconded by Vincent, to appoint Jordan Mueller to the Solid Waste Committee for a term expiring on April 30, 2026. **Passed** unanimously.

Layton moved, seconded by Arnold, to appoint Brian Loeb as Two Rivers-Ottawaquechee Regional Commission representative for a term expiring on April 30, 2024. **Passed** unanimously.

Layton moved, seconded by Vincent, to appoint Jacqueline Allen as Two Rivers-Ottawaquechee Regional Commission alternate representative for a term expiring on April 30, 2024. **Passed** unanimously.

11. Approval to contract for paving of culverts on New Boston road. Duffy reported that the estimate from Blaktop for this work is for approximately \$12,000 but that much of that will be recouped from grant monies. He said they had hoped for two bids but as a sign of the times had received only the one from Blaktop.

Arnold moved, seconded by Layton, to approve the contract dated April 7, 2023, with Blaktop, Inc. for paving in connection with culvert work on New Boston Road, to be paid with monies from the paving fund. **Passed** (four Yes; Smith No).

12. Certification of Compliance for Roads & Bridges. Following general discussion, Layton moved, seconded by Arnold, to approve for Selectboard signature the Certification of Compliance for Town Road and Bridge Standards and Network Inventory as well as the Annual Financial Plan – Town Highways, both documents being included in the Selectboard meeting packet. **Passed** (Layton, Arnold, Calloway Yes; Smith, Vincent No).

13. Update on Building and Grounds position and Recreation needs. Brennan provided an update on recruitment progress. There was general discussion of the need for better job descriptions, particularly for the Recreation Director and the associated new administrative assistant position.

No further action was taken at this time.

14. Interim Town Manager Contract. Layton moved, seconded by Smith, to find that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage pursuant to 1 V.S.A. § 313(a)(1) because it would compromise the Town's bargaining position with the candidate. **Passed** unanimously.

Executive Session. Layton moved, seconded by Vincent, to **enter** Executive Session pursuant to 1 V.S.A. § 313(a)(1)(A) to consider the contract of the Interim Town Manager and to possibly invite the interim Town Manager. **Passed** unanimously. The Board **entered** Executive Session at **9:25 PM**.

Public Session. Layton moved, seconded by Smith, to **enter** public session. **Passed** unanimously. The Board **entered** Public Session at **10:10 PM**.

15. Town Manager Search. Calloway said they will not try to make a definite plan for the Town Manager search, but will be guided by advice from Mary Gorman, an expert on recruitment. Arnold volunteered to write an RFQ document for consideration at the May 24 meeting. No further action taken.

16. Personnel Policies. Layton said they likely will need to scrap the current language concerning "employment at will" contracts. She also said town counsel had quoted a flat fee of \$2,000 for developing a new personnel policy. Smith said she has begun "redlining" the current policy. It was agreed that all members will go through a similar exercise using the "track changes" function in Microsoft Word and each provide Layton with a report on their recommendations, including a summary of their main points.

No further action taken.

17. Personnel Matters and Hires. As to contracts, Layton moved, seconded by Smith, to find that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage pursuant to 1 V.S.A. § 313(a)(1). **Passed** unanimously.

Layton moved, seconded by Vincent to enter into Executive Session pursuant to 1 V.S.A. § 313(a)(1)(A) and 1 V.S.A. § 313(a)(3) to consider a contract or contracts, and the appointment of an employee or employees, and to invite the interim Town Manager. **Passed** unanimously.

The board **entered** Executive Session at **10:37 PM**.

At its conclusion, Layton moved, seconded by Vincent, to enter public session. **Passed** unanimously. The Board **entered** public session at **11:30 PM**.

At this point, the board took the following actions.

- Layton moved, seconded by Smith, to authorize the Interim Town Manager to hire a Building and Grounds employee. **Passed** unanimously.
- Layton moved, seconded by Vincent to authorize the Interim Town Manager to offer the position of Administrative Assistant to the Town Manager/Department of Public Works offices, contingent upon satisfactory background and reference checks. **Passed** unanimously.
- Layton moved, seconded by Smith to authorize the Interim Town Manager to offer the position of Finance Director, contingent upon satisfactory background and reference checks, to a qualified candidate. **Passed** unanimously.
- Layton moved, seconded by Vincent, to authorize the Interim Town Manager to negotiate a contract with Robert Half for projects and training as determined by the Interim Town Manager and Selectboard. **Passed** unanimously.

18. Financial Policies & Procedures, Task 2 report. **Tabled** due to the lateness of the hour.

19. Outside Human Resources assistance and scope. **Tabled** due to the lateness of the hour.

Adjournment. Layton moved to adjourn, seconded by Smith. **Passed** unanimously. Meeting **concluded** at **11:45 PM**.

Respectfully submitted,

Ralph C. Hybels, Minutes Taker

From: [Cheryl Lindberg](#)
To: [Select Board](#)
Cc: [Miranda Bergmeier](#); [Brennan Duffy](#); [Marcia Calloway](#)
Subject: Draft minutes - suggestions
Date: Thursday, May 4, 2023 10:24:06 AM

At the Selectboard meeting on April 26, 2023 the agenda was amended to include item 6.5 from the Town Treasurer. The draft minutes reflect the Treasurer discussion under item 6 instead of the new item 6.5. I would appreciate this being corrected.

Additionally, I don't recall an agenda item listed as 5.5 but there is such a reference in the draft minutes.

Thank you,

Cheryl

Cheryl A. Lindberg
Treasurer
Town of Norwich

Please note: any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act

From: [Brendan Classon](#)
To: [Select Board](#)
Cc: [Brennan Duffy](#); [Miranda Bergmeier](#); [heidele28](#)
Subject: Petition requesting a clarification and prospective review of town noise ordinance
Date: Tuesday, April 18, 2023 10:55:34 PM
Attachments: [Walker & Banks 2017.pdf](#)

Dear Selectboard--

I am writing to inquire about the current status of noise ordinance regulations in the Town, with particular reference to the operation of gasoline powered leaf blowers implemented by several landscaping companies in the community.

My understanding is that current performance standards outlined in § 240-3.10 stipulate that sound level limits in Rural Residential and Village Residential Districts are 50 decibels (dB) (evening) and 60 dB (daytime). Although current standards seemingly exempt temporary yard maintenance activities, my concern surrounds the imprecise definition of temporary. My previous personal experience with contractors (which is consistent with comparative experiences shared by neighbors) is that a typical yard maintenance work session usually lasts 45-60 mins. This time period seems broadly consistent with the definition of temporary contained in the current standards (§ 240-3.10).

At 9:30am on Tuesday 18th April, contractors for Countryside Property Management commenced at least four sequential work orders on adjacent properties surrounding my residence at 39 Elm St. These operations resulted in the emanation of an unabated high level of noise across the entire neighborhood until 3:30pm the same day. Throughout this entire six hour period, two gasoline powered leaf blowers were in continuous operation. The noise level was so pronounced, it resulted in disruptions to my work-from-home business video calls and additionally, it caused considerable discomfort and frustration to the guests in residence at our AirBnB accommodation business on that day.

The manufacturing specifications of gas powered leaf blowers report that the sound pressure levels generated during operation exceeds 95 A-weighted decibels (dB[A]) at the source and typically 65-80 dB(A) at a distance of 50 feet. A 2017 research report from Harvard TH Chan school of Public Health (Walker & Banks 2017, reference attached) reports that "all sound metrics emitted from this GLB (gas powered leaf blower) equipment were found to exceed WHO outdoor daytime standards (55 dB) up to 800 feet away from the (center of operation)". Importantly, the report further discloses that "The ability of this sound - in particular its lower frequency components - to travel over long distances suggests that the GLB sound has a wide ranging impact on surrounding communities and raises concerns over its adverse health impacts."

The use of these machines clearly results in a pronounced level of noise (100dB at source and exceeding 55dB at 800 feet). In addition, the penetration of low frequency sound extends far beyond these distances. My experience on 18th April - a high level of constant noise for a period of six hours was certainly not temporary. Beyond my own experience, it is disruptive to the entire community, interfering with work, rest and recreation of children and adults alike. The noise issue associated with gasoline powered leaf blowers is national and certainly not

new. By way of example, in 2021 the California state legislature enacted a law (AB 1346) that bans the sale of gas powered leaf blowers (and lawn mowers) by the beginning of 2024. This law considered the dual burdens of noise pollution and the profoundly detrimental environmental impact of these machines.

I respectfully request that the Selectboard takes this opportunity to revisit the current standards of sound level limits in the Town, including but not limited to restrictions on both sound level and duration of any and all activities that have the potential to disrupt day-to-day life for members of our community.

Yours sincerely,

Brendan Classon
39 Elm St, Norwich

Characteristics of Lawn and Garden Equipment Sound: A Community Pilot Study

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Abstract

More than 11 million gas powered leaf blowers (GLB) operate in the US. Most are powered by inefficient 2-stroke engines. The noise is intolerable to some and many communities have enacted ordinances restricting their use. This pilot study aimed to characterize the low, medium, and high frequency sound components from commercial grade GLBs over distance, evaluate the adequacy of the A-weighted decibel (dB [A]) to describe this sound, and discuss the impact of GLB sound in a community setting. In a field experiment with 2 leaf blowers and a hose vacuum, the time averaged A-weighted dB(A) (LAEQ) and un-weighted dB (LEQ) metrics, and low, mid, and high frequency GLB sound components were evaluated at intervals out to 800 feet from point of operation (centroid). Sound levels at 50 feet for each GLB were consistent with manufacturer ratings. The sound from the 2 GLBs and hose vacuum exceeded 100 decibels for both LEQ and LAEQ at the centroid. At all distance intervals, LEQ was 11.2-12.5 decibels higher compared with LAEQ. With the exception of the high frequency dB, all sound metrics emitted from this equipment were found to exceed WHO outdoor daytime standards (55 dB) up to 800 feet away from the centroid. The dominance of the low frequency component over distance indicates that a dB-based metric is a more appropriate descriptor of this sound compared with a dB(A)-based metric. The loudness of GLB sound at point of operation is especially concerning for the auditory and non-auditory health of workers and others regularly exposed in close proximity. The ability of this sound - in particular its lower frequency components - to travel over long distances suggests that GLB sound has a wide ranging impact on surrounding communities and raises concerns over its adverse health impacts.

Keywords: Noise; Lawn and garden equipment; Leaf blower; Community; Low frequency; Occupational health; Health effects

Introduction

It is a common, yet flawed, assumption that noise (defined as unwanted sound) is an opportunity cost associated with technological advancement. This misconception holds especially true in the lawn and garden industry where, today, fuel-powered equipment is used to perform nearly all tasks once done manually. A commonly used piece of equipment in landscape maintenance is the commercial grade gas-powered leaf blower (GLB). Most GLBs used in the United States are powered with inefficient 2-stroke engines, housed in lightweight metal that offers little sound insulation, and run at three times the speed of an automobile engine (9000 rpm) producing a loud, monotonous sound [1]. Many people have described the sound as intolerable.

In 2011, it was estimated that more than 11 million GLBs were in operation in the United States [2,3]. GLBs are used to perform tasks ranging from leaf, dust and debris removal to gutter cleaning and snow removal around neighborhoods, schools, hospitals, and public spaces. Commercial-grade machines account for the majority of leaf blower activity [2]. According to manufacturer reports, the sound pressure levels of these machines exceed 95 A-weighted decibels (dB[A]) at the ear of the operator and typically 65-80 dB(A) at 50 feet. Comparing these levels to daytime sound standards set by the World Health Organization (WHO)-these levels are upwards of 15 dB(A) higher than the recommended 55 dB(A) [4]. Given its high sound level and frequent use in residential neighborhoods, schools, health care facilities, parks and other public spaces, it is not surprising that the GLB has come under attack.

Adverse health effects from sound include auditory effects such as hearing loss and tinnitus, and non auditory effects such as reduced cognitive performance and mental health, sleep disruption, ischemic heart disease, myocardial infarction, and hypertension [5]. Low frequency sound components are considered to have more severe adverse health effects compared with higher frequency components [6,7]. Adverse effects from sources of sound with low frequency components may occur at levels below 30 dB(A) [4]. Lower decibel standards are recommended for sources with low frequency components compared with other sources [4].

Aside from dB(A) ratings reported by manufacturers, little is known about the character of GLB sound or its propagation into the environment. Finnish researchers found low frequency and tonal components in tests of several GLB models sound [8]. These factors in combination with the ability of low frequency sound to travel long distances and penetrate building walls [6], may explain the intolerability of this sound source to people in the community.

Given that the A-weighting system de-emphasizes frequencies below 500 Hz, a dB(A) may not adequately represent GLB sound and its potential impacts. The goals of this pilot study were to: 1) characterize the sound of a typical combination of leaf blowers used in commonly in lawn and garden maintenance over distance; 2) evaluate the adequacy of the dB(A) as a representative metric of that sound; and 3) discuss the impacts this equipment may have on surrounding communities. A field experiment measured sound at intervals out to 800 feet using A-weighted and other sound metrics.

Materials and Methods

Area of study

Field work was carried out on April 29, 2015, between the hours of 8 am and 11 am at the Department of Public Works (DPW) in Lincoln, MA, a suburb located approximately 20 miles from the City of Boston. Lincoln has a population of 6,500 and occupies a land area of 15 square miles. The study area's starting point (distance 0, the "centroid") was in the DPW parking lot and extended out to a radius of 800 feet (Figure 1). The 800 feet radius was delineated into concentric circles 50, 100, 200, 400, and 800 feet from the centroid.

Within the 800 feet radius were single and multifamily dwellings, as well as commercial and municipal properties. Light road, train, and aircraft traffic offered little to no competing sound.

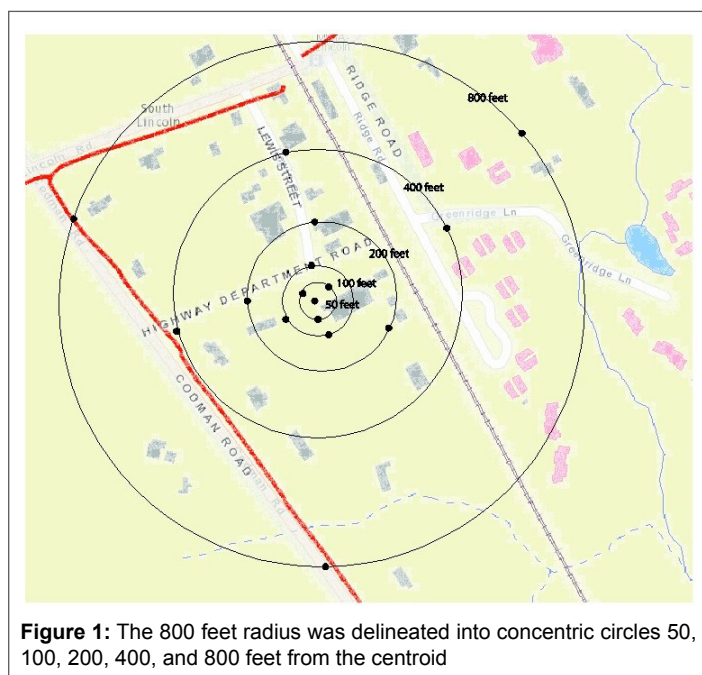
Lawn and garden equipment

Two backpack leaf blowers (EBZ8050 (machine "A"), and either the EB7000 (machine "B") or the EBZ8001 (machine "C") (Husqvarna Corporation, Stockholm, Sweden)) and one hose vacuum (machine "D"; Scag Giant-Vac, Mayville, WI) owned and operated by the DPW were used in this pilot study. Relevant specifications on these machines are detailed in Table 1. Sound from this equipment was measured as follows: (1) At 0 and 50 feet, each individual machine (A-D) was tested to compare observed sound levels to those reported by the manufacturer; (2). At 0, 50, 100, 200, 400, and 800 feet, a combination of three machines-two

Table 1: Summary of GLBs Used

Code	Engine Power (CC)	Max Air Flow (CFM)	Max air speed (MPH)
A	72 cc	685	201
B	62 cc	529	200
C	72 cc	685	201

CC: cubic centimeters; CFM: cubic feet per minute; GLB: Gas powered leaf blower; MPH: miles per hour



backpack leaf blowers (machines A at all distances and B (at distance 0 and 50) or C (at other distances) and the hose vacuum (machine D) were run simultaneously. This combination of equipment used commonly in today's landscape maintenance practices. Beyond the centroid, for the combination scenario only, three measurements were taken at each distance. Machine C was used at distance intervals ≥ 100 feet because of a malfunction with machine B. Machine operators were asked to start the machines, bring them quickly from idle to full throttle, and remain at full throttle for 30-45 seconds.

Sound and site condition measurement

An Optimus Red Octave Band Analyzer CR-162C (North Yorkshire, UK) was used to record sound pressure levels. Meteorological conditions (temperature, wind speed, relative humidity) were gathered using a Kestrel 3500 Weather Meter/Digital Psychrometer (Birmingham, MI, USA). Sound measurements were recorded for one minute. Efforts were made to avoid measuring the equipment sound in the presence of interfering sounds from trains, road traffic, aircraft, and emergency services. Measurements were repeated in the event of such interfering sounds.

Sound metrics

The LAEQ and LEQ represent, respectively, the average dB(A) and dB sound pressures over the measurement period. For measurements at each interval distance, the LAEQ and LEQ were obtained directly from octave band analyzer. Low, medium, and high frequency sound metrics were calculated by summing the decibels across the following bands: low frequency (<250 Hz), medium frequency (250<Hz <2000), and high frequency (<2000 Hz). A background LAEQ was also measured at all distances to reflect the sound level when machines were not in operation.

Data Analysis

For each distance (50, 100, 200, 400, 800 feet), the mean, standard deviation, and range were calculated taking the average of the three sound measurements at that distance. All analyses were conducted using SAS (version 9.4; SAS Institute Inc., Cary, N.C.).

Results

Table 2 compares the observed sound levels at 50 feet to manufacturer rated sound levels at this same distance. Observed sound levels measured 77.6 - 80 dB(A) and were generally consistent with those reported by the manufacturers. At the centroid, the sound from the individual machines ranged from 85 - 101 dB(A) and 92-104 dB.

Descriptive statistics for sound emitted for the combination of machines at each distance are presented in Table 3. For all metrics, the highest sound levels occurred at the point of operation and decreased with distance. The difference between the LEQ and LAEQ range from 11.2-12.5 decibels at all distances. With the exception of the high frequency component, all sound metrics remain above recommended WHO outdoor daytime levels of 55 dB out to 800 feet. Low and mid-frequency were the dominant sound frequencies at all distances. Figure 2 displays the propagation of these frequencies out to 800 feet. Mid and low frequency sound levels dropped sharply within 100 feet from the centroid, while low frequency sound levels decreased more gradually over distance. At 800 feet compared to

Table 2: Manufacturer-Rated vs Observed Sound Levels of Equipment

Code	Manufacturer Rated Sound Level (dB[A] at 50')	Observed Sound Level (dB[A] at 50')
A	77	77.6
B	73	79
C	77	79
D	NA	80.6

Table 3: Sound Metrics for Two Leaf Blowers and a Hose Vacuum By Distance (dB)*

Distance (in feet)	Machine Combination Tested	Sound Metric	Mean (SD)	Range**
0	A+B+D	Background dB(A)	64.2	
		LEQ dB	106.4	
		LAEQ dB(A)	102.4	
		Low Frequency dB	102.4	
		Mid Frequency dB	103.6	
50	A+B+D	Background dB(A)	59.7	
		LEQ dB	97.6 (7.1)	87.3 - 101.3
		LAEQ dB(A)	85.5 (7.6)	74.0 - 88.5
		Low Frequency dB	97.6 (7.1)	87.2 - 101.2
		Mid Frequency dB	82.5 (7.2)	71.6 - 84.6
100	A+C+D	Background dB(A)	49.7	
		LEQ dB	94.3 (5.5)	86.7 - 97.6
		LAEQ dB(A)	82.8 (7.0)	72.3 - 85.4
		Low Frequency dB	94.3 (5.4)	86.7 - 97.4
		Mid Frequency dB	80.1 (9.4)	65.5 - 82.1
200	A+C+D	Background dB(A)	47.6	
		LEQ dB	85.2 (7.6)	72.9 - 87.9
		LAEQ dB(A)	72.9 (8.3)	60.5 - 77.0
		Low Frequency dB	84.0 (7.5)	72.6 - 87.6
		Mid Frequency dB	71.2 (9.2)	57.9 - 76.2
400	A+C+D	Background dB(A)	58.3	
		LEQ dB	75.8 (1.1)	74.3 - 76.5
		LAEQ dB(A)	63.3 (2.2)	60.5 - 64.9
		Low Frequency dB	75.4 (1.0)	74.3 - 76.3
		Mid Frequency dB	60.4 (3.7)	55.3 - 62.1
800	A+C+D	Background dB(A)	54.7	
		LEQ	68.5 (2.6)	67.7 - 70.6
		LAEQ dB(A)	57.3 (5.0)	50.7 - 60.6
		Low Frequency dB	67.9 (2.3)	65.6 - 70.5
		Mid Frequency dB	55.9 (7.3)	44.9 - 59.5
		High Frequency dB	50.4 (7.2)	39.7 - 54.0
*LAEQ is in dB(A); ** Range: the minimum and maximum values obtained over 3 recordings at each distance interval				
LF: Low frequency (<250 Hz); MF: medium frequency (250<Hz<2000 Hz); HF: high frequency (<2000 Hz)				

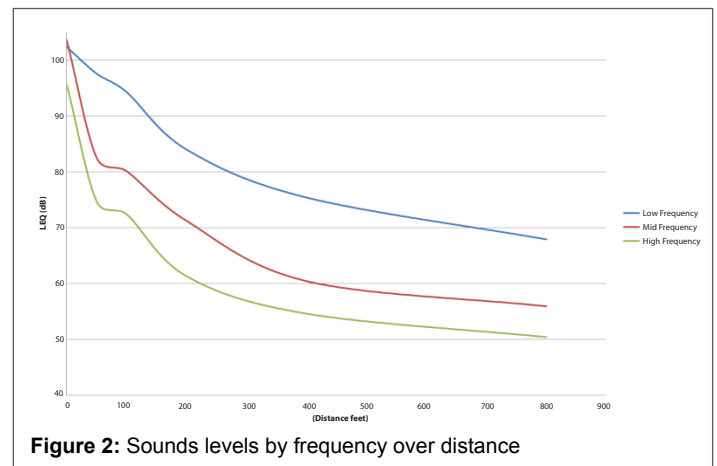


Figure 2: Sounds levels by frequency over distance

the centroid, the decrease in sound pressure was 45 dB(A) for LAEQ, 45 dB for the high frequency component, 51 dB for the mid frequency component, and 35 dB for the low frequency component.

Discussion

Our results show that according to the most commonly used dB(A)-based metrics, lawn and garden equipment sounds were higher than the WHO's community outdoor daytime sound standards up to 800 feet away from the centroid. When moving beyond the LAEQ to consider the full frequency profile of this type of sound, low frequency sound dominated at all distances and at very high decibels, consistent with results previously reported [8].

The finding that lawn and garden equipment sound remains higher than WHO outdoor daytime sound level standards of 55 dB(A), out to 800 feet from the point of operation, raises concerns regarding impact on communities. First, in this pilot study, we only considered the impact of a single typical lawn and garden maintenance operation. The reality is that within a given community, several operations may be occurring simultaneously and continue over prolonged periods of time-intensifying the harmful effects of these sound sources. Second, the area encompassed by a 1600-foot diameter circle (800-foot radius) is large. In a densely populated community, people who work from home, people who work night shifts, children, the retired, the elderly, and the sick may be exposed to high level low frequency sound in their homes, apartment complexes, and businesses. Additionally, this area may include people in schools, hospitals, daycare centers, and retirement homes for whom WHO daytime sound standards are 35 dB(A) or less [4].

In addition to the loudness of the sound emitted from these machines, the dominance of low frequency sound is concerning because of the ability of this sound to travel over long distances, penetrate construction walls and negatively impact health, productivity, and/or quality of life. According to previous studies, low-frequency sound is a common cause of annoyance and other stress-induced adverse [4,6,7]. Even at levels deemed to be non-harmful by the WHO, studies have shown that sources containing low frequency components gave rise to a multitude of complaints [6,9]. Beyond annoyance, low frequency sound is associated with acute changes in stress and cardiovascular responses such as: changes in blood pressure, heart rate variability, cortisol and amylase secretion and sleep disturbance [6]. Chronically, the continuous stimulation of these stress and cardiovascular responses can lead to hypertension, myocardial infarction, arteriosclerosis, ischemic heart disease, and stroke [5]. Regular exposure to GLB sound is likely to have negative effects on the auditory and non-auditory health of workers and others in close proximity.

The use of a dB(A)-based metric to represent sources of sound with strong low frequency components has been widely criticized [4,6,7,10]. The results of this pilot study suggest that A-weighted sound metrics are not adequate for representing the impact of sound from GLBs. Because low frequency sound travels extended distances with very little energy loss [6] and is known to penetrate construction walls [8] it is important for manufacturer ratings to include a frequency breakdown of the sound from their equipment and at distances beyond 50 feet. In addition, it is important for policy makers to understand the impact this type of sound may have on surrounding communities

To our knowledge, this is the first study to characterize landscape maintenance equipment sound over distance and in a community setting. The results provide a better understanding of the nature of the sound emitted from GLBs, and will be useful in informing regulatory and abatement policies within communities. However, there are several limitations to this pilot study which should be considered. Sound was only measured from a small number of machines at a single location over a short amount of time. In actual settings, many machines may operate on multiple properties within a neighborhood over the course of a day. Another limitation is that the study only measured ambient outdoor lawn and garden sound levels which may not reflect the sound levels experienced in indoor environments such as homes, offices, and schools. Additionally, our results are only descriptive and did not take into account sound propagation (attenuation or exacerbation due to physical or natural impedance) directly. Lastly, although the frequency spectrum augments our understanding of the nature of GLB sound beyond that offered by dB(A)-based metrics, the use of psychoacoustic metrics should be considered to help us to better understand the subjective human response to this type of sound [11].

Additional studies are needed to tackle these limitations. In particular, larger, more robust studies are needed to further investigate the interaction between factors such as prevalence and duration of use, time of day, location of exposure, distance from the source, sound propagation, and human response to better understand the impact of this sound on communities.

Conclusions

The results of this study indicate that landscape maintenance sound produced by GLBs may travel over long distances in a community at levels known to increase the risk of adverse health effects. Vulnerable populations include workers, children, the elderly, the sick, those who work from home, and those who work overnight shifts. A-weighted decibel metrics do not adequately characterize GLB sound and its potential impact on a

community. Because of the prevalent use of this type of equipment, it is important for health professionals and policy makers to understand the impact this type of sound may have on surrounding communities.

Acknowledgements

The authors would like to thank the Department of Public Works, Town of Lincoln, MA for their assistance in running their equipment. We would also like to thank the following for their assistance: Mary Davis, Francine Laden, Charles Marotta, Marc Newmark, David Sykes, and Gladys Unger.

Funding sources

Erica Walker was supported by a NIH Pre-Doctoral Environmental Epidemiology Training Grant T32ES007069 and a Harvard-NIEHS Center Facility Access Fund (NIH grant P30ES000002).

Conflicts of Interest

The authors declare no conflict of interests.

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From: [Jeff Lubell](#)
To: [Marcia Calloway](#); [Mary Layton](#); [Roger Arnold](#); [Pamela Thompson Smith](#); [Priscilla Vincent](#); [Miranda Bergmeier](#)
Cc: [Miranda Bergmeier](#)
Subject: Proposed Principles of Civic Engagement in Norwich
Date: Saturday, April 22, 2023 12:02:32 PM
Attachments: [Core Principles of Civic Engagement in Norwich with Endorsements.docx](#)

To the Norwich Selectboard and Interim Town Manager,

I write to share with you a set of principles (attached) endorsed by more than 95 Norwich residents that we hope will be a helpful touchstone for future civic engagement in Norwich. The principles should not be controversial – we believe they are broadly shared by most Norwich residents. By articulating them, we hope to encourage constructive civic discourse and support an environment in which volunteers for public office, town staff and residents participating in public discourse all feel respected and proud to participate in Norwich civic affairs.

We are not requesting any official town action in response to these principles. We simply want to make you aware of these principles and encourage Norwich residents to be mindful of them when participating in Norwich civic affairs.

Many people contributed to the grassroots efforts to share and obtain endorsements for these principles, including (in alphabetical order): Jaci Allen, Lynnwood Andrews, Liz Blum, Linda Gray, Nelson Kasfir, Suzanne Leiter, Jeff Lubell, Chris Rimmer, Arline Rotman, and Gloria Zakha.

Thank you for your service to our town. It is greatly appreciated!

Respectfully,

Jeff Lubell
23 Spring Pond Road
Norwich, VT

Core Principles of Civic Engagement in Norwich

1. I understand the importance of an effective town government and will do my part to create the conditions that enable its success in Norwich.
2. I will be respectful in my dealings with everyone who lives or works in Norwich, including town staff, town officials and volunteers, and other residents.
3. I appreciate the hard work of Norwich town staff and will strive to make them feel welcome and appreciated.
4. I value the service of residents who are willing to step up, donate their precious time, and work on behalf of our community. Our selectboard and town committees provide the structure that allows town residents to work together, democratically, to accomplish what we can't do alone as individuals. I will engage them with civility and respect.
5. I believe we do best as a community when we assume good intent by our neighbors, and work towards shared goals. I believe that in a democratic decision-making process, our elected leaders have to balance our interests. I may not always get my way, but accept decisions made by the majority.
6. I will be mindful of the workload of Norwich town staff, officials and volunteers in making requests.
7. I will listen respectfully to others and not overly dominate public debate.
8. I will help model a healthy participatory democracy for young Norwich residents by modeling respectful engagement in public conversation, respect for service, support for democratic processes, and respectful acceptance of constructive disagreement.

Endorsed by:

Alena Berube
Ames Byrd
Andy Torkelson
Ann Griggs
Annette Brown
Arline Rotman
Arnie Brown
Barry Rotman
Barry Scherr
Betsy Eccles
Brian Dade
Brian Loeb
Bryan Marsh
Carole Dempsey
Carolyn Weiss

Justin Campfield
Karen Lubell
Kathleen Shepherd
Kathy Parsonnet
Kay McCabe
Kelly Griggs
Kevin and Lucinda Brown
Kevin Tolan
Kim Ornvold
Lee Steppacher
Leslie Rimmer
Linda Gray
Lindsay Putnam
Lisa Berger
Lisa McCabe

Cathy Richmond
Cheri Mather
Chris Rimmer
Dan Shepard
David Lemal
David McCullough
Derek Walker
Diana Berger
Dianne Griggs
Don McCabe
Doug Hardy
Ed Piper
Elizabeth Howard
Elliot Harik
Elliott Fisher
Erika Dade
Erin Tunnicliffe
Erin Wispelway
Garret Heaton
Ginny Gray
Gloria Zahka
Jaci Allen
Jack Cushman
Jacqueline Springwater
Janet Flanders
Janet Hardy
Jay Leiter
Jeff Lubell
Jen MacCullough
Jeremy Stonier
Jim Brown
Joel Stettenheim
John Tunnicliffe
Jon Felde
Judy Brown
Juliette Harik

Liz Blum
Lizzie Gray
Lynnwood Andrews
Marilyn Glover
Melinda Stucker
Nancy Baker
Nancy Cochran
Ned Redpath
Nelson Kasfir
Norm Levy
Oona Gardiner
Pam Piper
Paul Glover
Paul Manganiello
Peter Brink
Rafe Steinhauer
Rebecca Holcombe
Richard Stucker
Rick Enelow
Rod Griffin
Rosemary Orgren
Signe Taylor
Sophie Leiter
Stephen Flanders
Steve Bachner
Susan Barrett
Susan Brink
Suzanne Leiter
Sylvia Scherr
Tim Lukovitz
Tom Griggs
Wendy Manganiello
William Ranson

From: [Pam Smith](#)
To: [Marcia Calloway](#)
Cc: [Mary Layton](#); [Roger Arnold](#); [Priscilla Vincent](#); [Brennan Duffy](#); [Miranda Bergmeier](#)
Subject: Re: Issues with the April Finance Report
Date: Thursday, April 27, 2023 11:26:46 AM

By way of this email, I request that my email to Brennan be included in the next SB packet.

Thanks....Pam

Pamela Smith, Selectboard

Please note that any response to this email may be subject to the Vermont Open Meeting Law and the Vermont Public Records Act.

On Thu, Apr 27, 2023, 11:22 AM Marcia Calloway <msbcalloway@gmail.com> wrote:

Good morning,

This email is not sent for discussion, it is sent to (A) reiterate what the selectboard discussed at last night's meeting and (B) restate our existing practice for how we most efficiently function together and with our staff. Therefore, please do not reply or continue any discussion by email, any discussion by the selectboard must be in meeting only.

Reiteration of last night's meeting:

- all questions related to financial matters should be brought to the selectboard meetings and given to the Interim Town Manager at that time;
- the issue of health insurance payments in the town clerk's office, \$854 for record restoration/designated fund, etc. were brought up last night and it was agreed they would be sent to Joyce.
- for the month of May, at least, we have no Finance Director;
- proper classification of items is being and will be reviewed pursuant to the audit and the staffs' own recognition of issues which staff have also identified.

Restating our existing practice for how we efficiently function together and with our staff: If there is an issue that you would like to be addressed by the board, by the town manager's office, etc., our practice has been that any member can generate a memorandum to the board which is submitted by email to Miranda for inclusion in the packet. In that way we constructively and efficiently

- (1) record our concerns -- concisely;
- (2) create a proper record of proposed "work" which the board can track and address, and
- (3) do not waste staff time by asking, expecting or implying they should stop their work to answer questions, do research to find answers to questions/concerns/issues of which we become aware, etc.

No concerns are minimal, all issues/concerns should be addressed, but the board has to be organized in identification and tracking of such issues/concerns, and the board has to simultaneously assist staff by respecting their workload priorities.

Marcia

On Thu, Apr 27, 2023 at 8:19 AM Pam Smith <pamsmith.sb@gmail.com> wrote:

Brennan,

Last night, I pointed out several misclassified expenses/entries in the April budget status report that I also questioned after the March financials were issued. At the bottom of this email, I have included an excerpt of some of the responses you gave. As I said, I found these responses "unsatisfactory".

As it relates to #2 below, I believe the health insurance expense for the Town Clerk's office is grossly understated. There is a "debit" every month to book the expense of the health insurance premiums for the Town Clerk and Assistant Town Clerk. However, there are also offsetting "credits" that come into that account from the payroll. These credits are reducing the amount of health insurance expenses attributed to this department. Please note that the health insurance expense for March was \$2,487 and \$1,814 in the April report. This expense should be increasing.....not decreasing. What is the reason for the credits?

As it relates to #3 and #4 below, there should not be any expenses booked to these Designated Fund accounts. These accounts within the department budget(s) are the appropriation accounts for budgeting purposes. No other transactions should ever be booked to these accounts. Why? Because this is the account that determines how much money is being moved from the checking account (General Fund) to the savings account (Reserve Fund) as stated in the approved budget. Since the SB has no authority to move any additional monies to reserve funds without voter authorization, future transactions (expenditures) need to be booked to an expense account or deducted from the Reserve Fund (if approved by the SB). For this reason, these transactions, as they currently stand in the financials, are misclassified and must be corrected. If a department head chooses the wrong account for an expense, it is the responsibility of the finance office to correct the error. I do not expect the department heads to have a full understanding of the chart of accounts, however, this is something that our finance staff should have a firm grasp on.

Last night, I also questioned why the Town expended approximately \$59,000 to Windsor County in two separate line items under "Debt Service Expenditures". The budgeted amount for the two accounts shown is \$00.00. What was this expense and why wasn't this expense budgeted in the FY23 budget?

It was stated that the Interim Finance Director has been working on misclassified items. I am asking that these transactions be added to the list of accounts to be researched and corrected. I also believe that all misclassifications make it difficult for the SB to make evidence-based decisions on financial matters when there are expenses that are not properly recorded. It is impossible to know our true financial position until all transactions are properly classified.

Thanks....Pam

Pam Smith, Selectboard

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..

[Excerpt from the April 3, 2023 response to my questions:](#)

2) The Health Insurance expenses in the Town Clerk's office and the Rec Department do not seem to be accurate. How can 2 full-time employees in the Town Clerk's office only have \$2,489 in premiums and the Rec Department's one employee have \$4,957 after 8 months of operation? The FY22 Town Report shows \$33,794 and \$26,012, respectively. Please provide an explanation on these unusually low expense numbers and if corrections are needed. **We book the actual expenses for all insurance are based on the plan selections by the employees and the current premiums paid. Budgets are only a spending estimate.**

3) For the Police Cruiser Reserve Fund, there are two distinct accounts in the General Ledger for this purpose. On the departmental side, there is the account that should be used when an appropriation is made from the General Fund to the Reserve Fund. Think of this as transferring funds from "checking" to "savings". When the SB approves an expenditure from the Police Cruiser Fund, the funds should be drawn from the "savings" account. When I look at the February 2023 report, I see an expense of \$35,000, which is the appropriation to the reserve account. Then I see another expense of \$2,669.42 which I recall is an expenditure for repairs to Police cruisers that was approved by the SB to be drawn from the Police Cruiser Reserve Fund (the savings account). Please advise on the appropriateness of the \$2,669.42 transaction and whether the correct accounts were used. **The \$2,669 was to outfit the new cruiser, not repairs. This should be included in the cap expense for the cruiser as it is part of the cost to put the vehicle into service. I found no SB approved minutes to move this outfitting-expense to the fund account.**

4) Like 3 above, I believe a similar transaction has happened in the Town Clerk's Records Restoration Fund in the amount of \$854 and the DPW Designated Fund - Garage in the amount of \$34,745. Please advise on the appropriateness of these transactions and whether the correct accounts were used. Coding for Records restoration was provided by Bonnie. HWY garage was a board approved expense for Underground storage tank work. As part of the Fund reconciliation work being performed in March, \$9745 was reclassified to the fund in March.

A Proposal to Officially Name the Norwich Nature Area

There exists some confusion and debate as to whether an “official” name exists for the Town of Norwich-owned nature area of ~36 acres immediately adjacent to the Marion Cross School. No name was identified in the conservation easement that was placed on the parcel when it was acquired from private landowners, and its ownership transferred to the Town of Norwich. The Upper Valley Land Trust holds this conservation easement.

Before enactment of the conservation easement, the nature area was known by several names, including Norwich Nature Center. The recollection of several Norwich townspeople is that the name Milton Frye Nature Area began to be used during the parcel’s initial consideration for a conservation easement. As a longtime Principal of the Marion Cross School, Milton Frye was and remains extremely popular in the community, such that an advisory committee established to oversee the nature area agreed that it would be an appropriate honor to name the nature area after Milton Frye, much as the school is named after its earlier principal, Marion Cross. This committee then called itself the Milton Frye Nature Area Committee.

This committee name was used by town government, even though the parcel itself had no official name. Minutes of the Milton Frye Nature Area Committee were placed on file with the Town Clerk. The committee disbanded several years ago, and the Norwich Conservation Commission was then asked to take over management of the nature area, a role that it has continued to the present time. In December of 2022, a subcommittee of Norwich Conservation Commission formed to take on an advisory role in managing the nature area.

With unanimous agreement, and the consent of Milton Frye himself, the Norwich Conservation Commission proposes to the Selectboard that the name “Milton Frye Nature Area” be formally adopted for the nature area. This is the name by which nearly all townspeople recognize the nature area, and it appropriately honors a respected long-time town resident, who has made significant, enduring contributions to Norwich’s quality of life, the conservation of its special places, and the experiential outdoor learning of its youth.

Respectfully submitted,
Norwich Conservation Committee

From: [Government Finance Officers Association](#)
To: [Cheryl Lindberg](#)
Subject: Cheryl A Lindberg has shared a GFOA page: Budget Monitoring
Date: Sunday, April 30, 2023 3:07:03 PM

Good read.

[Budget Monitoring](#)



About GFOA

Founded in 1906, the Government Finance Officers Association represents public finance officials throughout the United States and Canada. The association's more than 22,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of governmental operations in each of their jurisdictions. The mission of GFOA is to advance excellence in government finance to build thriving communities.

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From: [Amy](#)
To: [Select Board](#)
Subject: Gas powered leaf blowers
Date: Monday, May 1, 2023 8:24:40 AM

Dear all-

We would like to concur with Brendan Classon with regard to gas powered leaf blowers. They are a source of a tremendous amount of both noise and air pollution, and many communities have prohibited their use for these reasons.

We urge the board to do all it can to help make these machines obsolete in our town.

Thank you-
Amy Stringer
Jaan Laaspere

From: [Pam Smith](#)
To: [Marcia Calloway](#); [Mary Layton](#); [Roger Arnold](#); [Priscilla Vincent](#)
Cc: [Brennan Duffy](#); [Miranda Bergmeier](#)
Subject: Correction to the April 26, 2023 SB Minutes
Date: Monday, May 1, 2023 5:38:01 PM

Hello all,

I write to request a correction to the April 26, 2023 minutes. Under the heading **Finance Report and New Audit Preparation/Consistency**, there is no mention of my concerns about the information contained in the March financials. I would ask that the following comment be inserted after paragraph 1 in this section:

Smith expressed concerns regarding information in the financials regarding the health insurance expense for the Town Clerk's office which is currently stated as \$1,814 and should be approximately \$20-22,000. She also questioned entries that were not budgeted for in the FY23 budget. These items included the Records Restoration Designated Fund, Police Cruiser Designated Fund, and the Tracy Hall Designated Fund. Smith also questioned why there is an expense of almost \$59,000 for Windsor County under Debt Service when this was not a budgeted expense. Smith stated that she raised many of these questions over a month ago and the responses she received to her questions were unsatisfactory. Calloway stated that these are good questions and answers will be provided.

Please include this email in the next SB packet to be considered along with the approval of the April 26, 2023 minutes. Thank you.

Pam Smith

Pam Smith, Selectboard

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..

From: [Stuart Richards](#)
To: norwich@lists.vitalcommunities.org
Cc: [Miranda Bergmeier](#); [Brennan Duffy](#); [Mary Layton](#); [Roger Arnold](#); [Marcia Calloway](#); [Priscilla Vincent](#); [Pam smith](#)
Subject: FW: POLICE, EQUIPMENT AND COLA Draft
Date: Monday, May 1, 2023 11:04:05 AM

Dear Readers and Selectboard,

I write with fear that we are in danger of losing our police force AGAIN. The reasons are pretty clear. First, the negotiations with the union which is spearheaded by only two Selectboard members, Former Selectboard Chair Roger Arnold and Selectboard member Mary Layton are ongoing. These two anti police Selectboard members are not keeping the other three members of the Selectboard informed. Why can't there be a third member who is not anti police on this committee. Selectboard member Priscilla Vincent comes to mind. The pledge by the Selectboard that competitive wages are going to be paid the police is not being honored and there appears to be an aim on the part of Mary, Roger and the Town's attorney John Klesch that the Town should drive as hard a bargain as possible in these negotiations is off putting to say the least. Why should our police in one of the richest Town's in Vermont put up with less pay when in this job market they can go elsewhere? Doesn't Norwich want to be a good place to work?

Second, the request for a fifth officer which 641 residents recommended has been "delayed" until the fall. This is a mistake on the part of the Selectboard as I see it. If we want to have 20/7 coverage without incurring a great deal of overtime and imposing undue burdens on our police staff we need the additional officer. One officer is due to be gone for 16 weeks for training as will other officers. Without an additional officer there will be an additional cost and burden for existing police staff to provide staffing during sick or injury time as well as vacation time.

Third, perhaps you remember the hasty departure of Chiefs Simon Keeling and Jennifer Frank. They felt that their requests for staffing and equipment were being ignored and they left. Do we want this to happen again? Today we are in a similar situation where I sense the frustration of existing police staff requesting both manpower and equipment. You may recall there was a donation from the Byrne Foundation for equipment that the previous Selectboard refused. A similar request will be on the table shortly. We'll have to see whether this Selectboard stonewalls the police this time around.

Fourth, the current Selectboard voted to pay all employees a Cost of Living Adjustment of 5% of salary. But have the union employees received the COLA bonus? Nope. So why not? Well the union employees including police and Department of Public Works employees haven't received the COLA because the prior Town Manager attached a bunch of conditions to it. Today the Town's lawyer is requiring conditions that the union "accept" the COLA payment. It seems to me that if an employee is given a bonus and the employee cashes the check that

constitutes an “acceptance.” Maybe the Town’s lawyer who is part of the firm that advised the Town to pursue an Open Meeting lawsuit that has cost the Town more than \$100,000 thinks that cashing a bonus check is not an “acceptance” of a bonus payment. How complicated is that and why can’t the Selectboard make the payments they said they would make?

I’d love to understand what’s going on but none of the above makes any sense to me. How long do you think our great new police team will put up with this?

Thanks for reading and please make this email a part of the next Selectboard meeting’s correspondence.

Stuart Richards

Town of Norwich, Vermont



CHARTERED 1761

TO: Selectboard Members – Calloway, Layton, Arnold, Smith and Vincent

FROM: Cheryl A. Lindberg, Treasurer

A handwritten signature in blue ink that reads "Cheryl". The signature is fluid and cursive, written over the printed name "Cheryl A. Lindberg, Treasurer".

DATE: May 4, 2023

RE: Investment of Town Funds

As an update to the last meeting, I have confirmed that Towns are able to invest the ARPA money. With that confirmed, I am in the process of getting municipal contacts at a couple more area banks so I can put out a request for rates on at least the ARPA funds.

A document also included with this memo refers to the Certificate of Deposit Account Registry Service (CDARS) program through Promontory Interfinancial Network, LLC. Area banks can be a member of the Network and handle the agreement to place funds into the Network. This service allows a member bank the ability to offer rates and handle the paperwork on behalf of a customer. A statement is received from the bank.

The other two documents are examples of an investment of a \$1,000,000 at 4.25% for 3 months and 6 months and the amount of interest to be earned. This rate is available and is roughly 3% higher than the rate we are currently earning. While there may be a slightly higher rate available on a CD at a bank, the collateralization of our Town funds is a priority. The CDARS program provides the collateralization that we require.

I will finish my effort and come back to the Selectboard with a recommendation on an investment of funds for your meeting on May 24, 2023.

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Receive one easy-to-read statement from our bank summarizing all of your CD holdings.

How does CDARS work?

We are part of a special network. When you place a large amount with us, we place your funds into CDs issued by other banks in the network – in increments of less than \$100,000 – so that both principal and interest are eligible for complete FDIC protection. As a result, you can receive coverage from many banks while working with just one.

What else should I know?

CDARS can significantly reduce your administrative burdens, especially during tax and financial reporting seasons; there's no need to manually consolidate statements or interest disbursements or to calculate blended rates. Additionally with CDARS, you can say "goodbye" to surety bonds, collateralization requirements (like monitoring changing collateral values on a recurring basis), and opening accounts at different banks in different insurable capacities. All of this can save you time and money.

As always, your confidential information remains protected.



Member FDIC

Interest Rate..... 4.250000%

Balance (13.2)..... \$1,000,000.00

Interest Term / Term Code.....

Year Base (0-365,2-360)..... ▾

Interest Method (S-Simple,C-Compound)..... ▾

Enter Interest Earned (11.5).....

Annual Percentage Yield 4.3413%

(365/Days in Period)

$$APY = 100 \{ (1 + \text{Int Earned}/\text{Avg Bal}) - 1 \}$$

Interest Rate.....	<input type="text" value="4.250000%"/>	4.250000%
Balance (13.2).....	<input type="text" value="\$1,000,000.00"/>	\$1,000,000.00
Interest Term / Term Code.....	<input type="text" value="6"/> <input type="text" value="M"/>	
Year Base (0-365,2-360).....	<input type="text" value="0 - 365"/>	
Interest Method (S-Simple,C-Compound).....	<input type="text" value="C - Compound"/>	
Enter Interest Earned (11.5).....	<input type="text" value="\$0.00"/>	\$21,416.66
Annual Percentage Yield	4.3413%	

(365/Days in Period)

$$APY = 100 \{ (1 + \text{Int Earned}/\text{Avg Bal}) - 1 \}$$

BID FORM
Culvert Replacement New Boston and Beaver Meadow Roads, Town of Norwich

Proposal of Chase Site Services, Inc. (hereinafter called Bidder),
organized and existing under the laws of the State of Vermont
Chase Site Services, Inc. doing business as
Chase Site Services, Inc.
(a corporation, a partnership, of an individual)


To the Town of Norwich, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

The undersigned bidder proposed and agreed, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is JULY 30, 2023

Bidder acknowledges receipt of the following Addenda:


The Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Material, labor, or construction operations not otherwise specified, are to be included in the bid item most appropriate to the work involved and otherwise considered incidental to the Contract. Unqualified bids will not be accepted.

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Culvert No. 10 New Boston Rd LS	1		\$ <u>19,750.</u>	\$ <u>19,750.</u>
	Unit Price in Words <u>nineteen Thousand seven hundred & fifty</u>				
2	Culvert No. 13 New Boston Rd LS	1		\$ <u>19,750.</u>	\$ <u>19,750.</u>
	Unit Price in Words <u>nineteen Thousand seven hundred & fifty</u>				
3	Culvert No. 15 New Boston Rd LS	1		\$ <u>19,750.</u>	\$ <u>19,750.</u>
	Unit Price in Words <u>nineteen Thousand seven hundred & fifty</u>				
4	Culvert No. 21 New Boston Rd LS	1		\$ <u>19,750.</u>	\$ <u>19,750.</u>
	Unit Price in Words <u>nineteen Thousand seven hundred & fifty</u>				
5	Culvert No. 17 Beaver Meadow Rd LS	1		\$ <u>24,550.</u>	\$ <u>24,550.</u>
	Unit Price in Words <u>Twenty four Thousand five hundred & fifty</u>				
6	Culvert No. 22 Beaver Meadow Rd LS	1		\$ <u>19,650.</u>	\$ <u>19,650.</u>
	Unit Price in Words <u>nineteen Thousand six hundred & fifty</u>				
7	Culvert No. 24 Beaver Meadow Rd LS	1		\$ <u>19,750.</u>	\$ <u>19,750.</u>
	Unit Price in Words <u>nineteen Thousand seven hundred & fifty</u>				

8 Culvert No. 25 Beaver Meadow Rd
 LS 1 \$ 24,550. \$ 24,550.
 Unit Price in Words Twenty four thousand five hundred & fifty

9 Culvert No. 28 Beaver Meadow Rd
 LS 1 \$ 24,250. \$ 24,250.
 Unit Price in Words Twenty four thousand two hundred & fifty.

10 Culvert No. 29 Beaver Meadow Rd
 LS 1 \$ 24,250. \$ 24,250.
 Unit Price in Words Twenty four thousand two hundred & fifty

11 Culvert No. 35 Beaver Meadow Rd
 LS 1 \$ 24,650. \$ 24,650.
 Unit Price in Words Twenty four thousand six hundred & fifty.

12 Mobilization/Demobilization (Including Access & Staging)
 LS 1 \$ 5,000. \$ 5,000.
 Unit Price in Words five thousand

Total Bid (Total of above)

\$ 245,650.

The lowest responsive and responsible bidder will be determined by the Total Base Bid.

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Chase Site Services, Inc.

Contractor

eric chase

By

Pres. Jen

Title

PO Box 153

Business Address

Sharon

Vermont

City

State

802-763-2900

Phone Number

excavation @ chase siteservices.com

Email Address

2/24/23

Date

ATTEST



(Signature)

BID FORM
Culvert Replacement New Boston and Beaver Meadow Roads, Town of Norwich

Proposal of ISAACS Excavating and Construction LLC (hereinafter called Bidder), organized and existing under the laws of the State of VERMONT doing business as Limited Liability Corporation (a corporation, a partnership, of an individual)

To the Town of Norwich, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

The undersigned bidder proposed and agreed, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is 7/30/23.

Bidder acknowledges receipt of the following Addenda:

No 1

The Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Material, labor, or construction operations not otherwise specified, are to be included in the bid item most appropriate to the work involved and otherwise considered incidental to the Contract. Unqualified bids will not be accepted.

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Culvert No. 10 New Boston Rd	LS	1	\$ <u>12,486</u>	\$ <u>12,486</u>
	Unit Price in Words <u>Twelve Thousand Four Hundred Eighty Six</u>				
2	Culvert No. 13 New Boston Rd	LS	1	\$ <u>12,486</u>	\$ <u>12,486</u>
	Unit Price in Words <u>Twelve Thousand Four Hundred Eighty Six</u>				
3	Culvert No. 15 New Boston Rd	LS	1	\$ <u>12,486</u>	\$ <u>12,486</u>
	Unit Price in Words <u>Twelve Thousand Four Hundred Eighty Six</u>				
4	Culvert No. 21 New Boston Rd	LS	1	\$ <u>12,486</u>	\$ <u>12,486</u>
	Unit Price in Words <u>Twelve Thousand Four Hundred Eighty Six</u>				
5	Culvert No. 17 Beaver Meadow Rd	LS	1	\$ <u>12,486</u>	\$ <u>12,486</u>
	Unit Price in Words <u>Twelve Thousand Four Hundred Eighty Six</u>				
6	Culvert No. 22 Beaver Meadow Rd	LS	1	\$ <u>12,486</u>	\$ <u>12,486</u>
	Unit Price in Words <u>Twelve Thousand Four Hundred Eighty Six</u>				
7	Culvert No. 24 Beaver Meadow Rd	LS	1	\$ <u>12,486</u>	\$ <u>12,486</u>
	Unit Price in Words <u>Twelve Thousand Four Hundred Eighty Six</u>				

8 Culvert No. 25 Beaver Meadow Rd
 LS 1 \$ 12,486 \$ 12,486
 Unit Price in Words Twelve Thousand Four Hundred Eighty Six

9 Culvert No. 28 Beaver Meadow Rd
 LS 1 \$ 12,486 \$ 12,486
 Unit Price in Words Twelve Thousand Four Hundred Eighty Six

10 Culvert No. 29 Beaver Meadow Rd
 LS 1 \$ 12,486 \$ 12,486
 Unit Price in Words Twelve Thousand Four Hundred Eighty Six

11 Culvert No. 35 Beaver Meadow Rd
 LS 1 \$ 12,486 \$ 12,486
 Unit Price in Words Twelve Thousand Four Hundred Eighty Six

12 Mobilization/Demobilization (Including Access & Staging)
 LS 1 \$ 500.⁰⁰ \$ 500.⁰⁰
 Unit Price in Words Five Hundred dollars

Total Bid (Total of above)

\$ 137,846.⁰⁰

One Hundred Thirty Seven Thousand Eight Hundred Forty Six Dollars

The lowest responsive and responsible bidder will be determined by the Total Base Bid.

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

ISAACS EXCAVATING AND CONSTRUCTION LLC

Contractor

Isaac Jensen

By

OWNER

Title

1030 CRAWFORD HILL ROAD, P.O. BOX 39

Business Address

West Charleston

VT

05872

City

State

802-505-0550

Phone Number

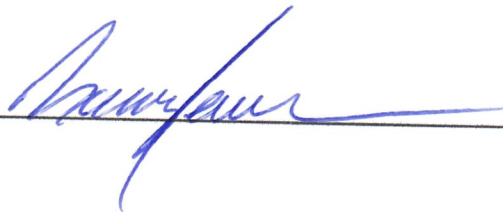
isaacs excavating@gmail.com

Email Address

2/18/23

Date

ATTEST



(Signature)

BID FORM
Culvert Replacement New Boston and Beaver Meadow Roads, Town of Norwich

Proposal of Northwoods Excavating, Inc. (hereinafter called Bidder),
organized and existing under the laws of the State of
Vermont doing business as
a Corporation
(a corporation, a partnership, of an individual)

To the Town of Norwich, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

The undersigned bidder proposed and agreed, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is July 30, 2023.

Bidder acknowledges receipt of the following Addenda:

Addenda #1 - February 13, 2023

The Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Material, labor, or construction operations not otherwise specified, are to be included in the bid item most appropriate to the work involved and otherwise considered incidental to the Contract. Unqualified bids will not be accepted.

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Culvert No. 10 New Boston Rd				
	LS	1		\$ <u>16,400.00</u>	\$ <u>16,400.00</u>
	Unit Price in Words	<u>Sixteen thousand four hundred dollars and zero cents</u>			
2	Culvert No. 13 New Boston Rd				
	LS	1		\$ <u>16,200.00</u>	\$ <u>16,200.00</u>
	Unit Price in Words	<u>Sixteen thousand two hundred dollars and zero cents</u>			
3	Culvert No. 15 New Boston Rd				
	LS	1		\$ <u>16,000.00</u>	\$ <u>16,000.00</u>
	Unit Price in Words	<u>Sixteen thousand dollars and zero cents.</u>			
4	Culvert No. 21 New Boston Rd				
	LS	1		\$ <u>16,000.00</u>	\$ <u>16,000.00</u>
	Unit Price in Words	<u>Sixteen thousand dollars and no cents.</u>			
5	Culvert No. 17 Beaver Meadow Rd				
	LS	1		\$ <u>16,000.00</u>	\$ <u>16,000.00</u>
	Unit Price in Words	<u>Sixteen thousand dollars and no cents.</u>			
6	Culvert No. 22 Beaver Meadow Rd				
	LS	1		\$ <u>16,000.00</u>	\$ <u>16,000.00</u>
	Unit Price in Words	<u>Sixteen thousand dollars and no cents.</u>			
7	Culvert No. 24 Beaver Meadow Rd				
	LS	1		\$ <u>16,200.00</u>	\$ <u>16,200.00</u>
	Unit Price in Words	<u>Sixteen thousand two hundred dollars and zero cents.</u>			

8	Culvert No. 25 Beaver Meadow Rd			
	LS	1	\$ <u>16,200.00</u>	\$ <u>16,200.00</u>
	Unit Price in Words <u>Sixteen thousand two hundred dollars and zero cents.</u>			
9	Culvert No. 28 Beaver Meadow Rd			
	LS	1	\$ <u>16,400.00</u>	\$ <u>16,400.00</u>
	Unit Price in Words <u>Sixteen thousand four hundred dollars and zero cents</u>			
10	Culvert No. 29 Beaver Meadow Rd			
	LS	1	\$ <u>16,200.00</u>	\$ <u>16,200.00</u>
	Unit Price in Words <u>Sixteen thousand two hundred dollars and zero cents.</u>			
11	Culvert No. 35 Beaver Meadow Rd			
	LS	1	\$ <u>16,400.00</u>	\$ <u>16,400.00</u>
	Unit Price in Words <u>Sixteen thousand four hundred dollars and zero cents.</u>			
12	Mobilization/Demobilization (Including Access & Staging)			
	LS	1	\$ <u>3500.00</u>	\$ <u>3500.00</u>
	Unit Price in Words <u>Three thousand five hundred dollars and zero cents</u>			

Total Bid (Total of above)

One hundred and eighty one thousand five hundred dollars and zero cents.
 \$ 181,500.00

The lowest responsive and responsible bidder will be determined by the Total Base Bid.

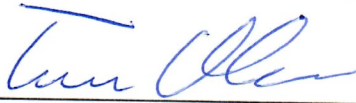
The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Northwoods Excavating, Inc.

Contractor

Timothy Ulman



By

President

Title

289 Ulman Road

Business Address

Thetford Center

Vermont

City

State

(802) 785-3162

Phone Number

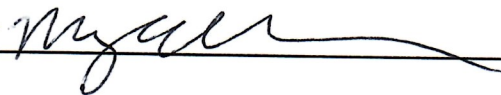
maryellen.northwoodsexcavating@gmail.com

Email Address

February 23, 2023

Date

ATTEST



(Signature)

05/04/23
03:48 pm

Town of Norwich Accounts Payable
Check Warrant Report # 999 Current Prior Next FY Invoices For Fund (FIRE EQUIPMENT FUND)
For Check Acct 03(General) All check #s 05/10/23 To 05/10/23 & Fund 26

Page 1 of 1
ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BERGCLOTH	12/09/22	FD-FIRE PPE 234744	26-5-555322.00 FIRE EQUIPMENT	2939.99	13085	05/10/23
FTSNE	04/19/23	FD-EQUIPMENT 212783	26-5-555322.00 FIRE EQUIPMENT	109520.00	13099	05/10/23
Report Total				112459.99		

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 \$ ***112,459.99
Let this be your order for the payments of these amounts.

Staff Accountant: 
Ashley Wohler

Town Manager: 
Brennan Duffy

SELECTBOARD:

_____ Marcia Calloway Chair	_____ Mary Layton Vice Chair	_____ Priscilla Vincent	_____ Roger Arnold	_____ Pam Smith
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05/04/23
03:49 pm

Town of Norwich Accounts Payable
Check Warrant Report # 1000 Current Prior Next FY Invoices For Fund (General)
For Check Acct 03(General) All check #s 05/10/23 To 05/10/23 & Fund 01

Page 1 of 5
ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BESTSEPT	05/01/23	BEST SEPTIC SERVICE, LLC DPW-TOILET RENTAL 39714	01-5-703511.00 REPAIRS & MAINTENANCE	130.00	13086	05/10/23
BETHELMIL	04/11/23	BETHEL MILLS DPW-TAPE & PICKUP TOOL 167956/7	01-5-705515.00 ADMINISTRATION	39.98	13087	05/10/23
BETHELMIL	04/27/23	BETHEL MILLS DPW-TOWELS 170668/7	01-5-705403.00 PARTS & SUPPLIES	15.96	13087	05/10/23
BETHELMIL	04/06/23	BETHEL MILLS PD-SCREW & POLE 184270/6	01-5-500306.00 CRUISER MAINT	27.77	13087	05/10/23
BETHELMIL	04/18/23	BETHEL MILLS DPW-FENCE REPAIR MATERIAL 186162/6	01-5-703403.00 PARTS & SUPPLIES	101.02	13087	05/10/23
BETHELMIL	04/18/23	BETHEL MILLS DPW-GRUBEX & SEED 186206/6	01-5-425322.00 REC FIELD CARE	116.98	13087	05/10/23
BETHELMIL	04/20/23	BETHEL MILLS DPW-CONSTRUCTSCRW 186660/6	01-5-703403.00 PARTS & SUPPLIES	7.99	13087	05/10/23
BETHELMIL	04/24/23	BETHEL MILLS DPW-CULVERT CART RPR MTRL 187154/6	01-5-703403.00 PARTS & SUPPLIES	56.55	13087	05/10/23
BETHELMIL	04/25/23	BETHEL MILLS DPW-ROPE 187416/6	01-5-703513.00 TOOLS	15.99	13087	05/10/23
BETHELMIL	04/26/23	BETHEL MILLS DPW-GROUND CONTACT 187740/6	01-5-705403.00 PARTS & SUPPLIES	131.30	13087	05/10/23
SWENBR	05/03/23	BRIE SWENSON P&R-TENNIS BALLS & SNACKS 503EMPREIMB	01-5-425211.00 EQUIPMENT	161.63	13088	05/10/23
CKAUFMAN	04/26/23	CHRIS KAUFMAN DPW-CK LUNCHROOM SUPPLIES 426EMPRMB	01-5-703507.00 SUPPLIES	58.78	13089	05/10/23
SAFETYKLE	02/02/23	CLEAN HARBORS ENVIRONMENT DPW-BRIDGE CLEAN UP 1004569980	01-5-703321.00 BRIDGES	3390.22	13090	05/10/23
MISC	04/26/23	COLLEEN BRANDARIZ DPW-WORK BOOTS & LACES 426EMPREIMB	01-5-703311.00 UNIFORMS	140.79	13091	05/10/23
COMCAST	04/20/23	COMCAST DPW-MAY 23 INTERNET 420DPWINT	01-5-703505.00 TELEPHONE	234.02	13092	05/10/23
CRYSTAL	04/25/23	CRYSTAL ROCK, LLC DPW-WATER COOLER RENTAL 736065042523	01-5-703507.00 SUPPLIES	71.95	13093	05/10/23
DEADRIVER	04/18/23	DEAD RIVER COMPANY TH-160.4 GALS HEATING OIL 7537	01-5-706103.00 HEATING	519.44	13094	05/10/23
DELTA DEN	04/17/23	DELTA DENTAL TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-100125.00 DENTAL INSURANCE	-67.73	13095	05/10/23
DELTA DEN	04/17/23	DELTA DENTAL TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-100125.00 DENTAL INSURANCE	35.98	13095	05/10/23
DELTA DEN	04/17/23	DELTA DENTAL TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-704125.00 DENTAL INSURANCE	67.73	13095	05/10/23
DELTA DEN	04/17/23	DELTA DENTAL TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-200125.00 DENTAL INSURANCE	35.98	13095	05/10/23
DELTA DEN	04/17/23	DELTA DENTAL TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-703125.00 DENTAL INSURANCE	243.40	13095	05/10/23
DELTA DEN	04/17/23	DELTA DENTAL TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-100125.00 DENTAL INSURANCE	187.46	13095	05/10/23
DELTA DEN	04/17/23	DELTA DENTAL TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-005125.00 DENTAL INSURANCE	119.73	13095	05/10/23
DELTA DEN	04/17/23	DELTA DENTAL TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-555126.00 DENTAL INSURANCE	67.73	13095	05/10/23

05/04/23
03:49 pm

Town of Norwich Accounts Payable
Check Warrant Report # 1000 Current Prior Next FY Invoices For Fund (General)
For Check Acct 03(General) All check #s 05/10/23 To 05/10/23 & Fund 01

Page 2 of 5
ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
DELTA DEN	04/17/23	TH-MAY 23 DENTAL INS MAY23DENTINS	01-5-500125.00 DELTA DENTAL	410.90	13095	05/10/23
EYEMED	04/22/23	TH-MAY 23 EYE INSURANCE 165758610	01-2-001126.00 VISION SERV PLAN-PAYROLL	134.83	13096	05/10/23
FASTENAL	04/26/23	DPW-MISC FITTINGS NHWES97338	01-5-703507.00 SUPPLIES	74.85	13097	05/10/23
FERGUSON	04/11/23	DPW-DRAINER REPAIR 1153744	01-5-703315.00 OTHER PROJECTS	652.20	13098	05/10/23
FIRSTLIGH	04/15/23	TH-APRIL 23 FIBER OPTIC 14046664	01-5-425127.00 TELEPHONE	1.01	13100	05/10/23
FIRSTLIGH	04/15/23	TH-APRIL 23 FIBER OPTIC 14046664	01-5-705505.00 TELEPHONE	1.88	13100	05/10/23
FIRSTLIGH	04/15/23	TH-APRIL 23 FIBER OPTIC 14046664	01-5-100531.00 TELEPHONE	8.61	13100	05/10/23
FIRSTLIGH	04/15/23	TH-APRIL 23 FIBER OPTIC 14046664	01-5-350531.00 TELEPHONE	9.72	13100	05/10/23
FIRSTLIGH	04/15/23	TH-APRIL 23 FIBER OPTIC 14046664	01-5-005531.00 ADMIN TELEPHONE	11.37	13100	05/10/23
FIRSTLIGH	04/15/23	TH-APRIL 23 FIBER OPTIC 14046664	01-5-275531.00 TELEPHONE	1.01	13100	05/10/23
FIRSTLIGH	04/15/23	TH-APRIL 23 FIBER OPTIC 14046664	01-5-200531.00 TELEPHONE	5.87	13100	05/10/23
FIRSTLIGH	04/15/23	TH-APRIL 23 FIBER OPTIC 14046664	01-5-300531.00 TELEPHONE	3.43	13100	05/10/23
FORENSIC	04/02/23	PD-CSI CLASS ANNA 1516	01-5-500538.00 TRAINING	649.00	13101	05/10/23
GRAN STGL	04/26/23	DPW-TRCTR WNDW/DOOR REP WO E0043992	01-5-703401.00 OUTSIDE REPAIRS	280.00	13102	05/10/23
GMPC	04/17/23	ACDMY RD LTS 05119200003 417ACDMYRD	01-5-703307.00 STREETLIGHTS	42.51	13103	05/10/23
GMPC	04/25/23	SS-BVR MDW RD 24966000002 425BVVRMDWRD	01-5-500204.00 SPEED SIGNS	6.35	13103	05/10/23
GMPC	04/25/23	SS-CHRCH ST 55726000007 425CHRCHST	01-5-500204.00 SPEED SIGNS	1.55	13103	05/10/23
GMPC	04/25/23	11 FRHOUSE LN 70966000005 425FRHOUSE	01-5-485233.00 ELECTRICITY	91.02	13103	05/10/23
GMPC	04/25/23	300 MN ST BND 95726000003 425MNSTBNDST	01-5-706101.00 ELECTRICITY	2.53	13103	05/10/23
GMPC	04/25/23	MN ST TWR 35066725603 425MNSTTWR	01-5-575233.00 TOWER POWER	156.28	13103	05/10/23
GMPC	04/25/23	24 NW BSTN RD 14695000001 425NWBSTNRD	01-5-705501.00 ELECTRICITY	121.82	13103	05/10/23
GMPC	04/25/23	SS-RTE 10A 65726000006 425RTE10A	01-5-500204.00 SPEED SIGNS	2.33	13103	05/10/23
GMPC	04/25/23	SS-TRNPK RD 75726000005 425TRNPKRD	01-5-500204.00 SPEED SIGNS	1.93	13103	05/10/23
GMPC	04/25/23	SS-UN VLG RD 85726000004 425UNVLGRD	01-5-500204.00 SPEED SIGNS	2.33	13103	05/10/23
GMPC	04/27/23	STRT LGHTS 24926000001 427STRTLGHTS	01-5-703307.00 STREETLIGHTS	1126.10	13103	05/10/23

05/04/23
03:49 pm

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
INTER REF	04/12/23	DPW-CFC RECOVERY 1344	01-5-705305.00 RECYCLING	378.00	13104	05/10/23
INTOXIMET	04/20/23	PD-SUPPLIES 732152	01-5-500543.00 TRAINING SUPPLIES	597.00	13105	05/10/23
IRVINGOIL	04/18/23	DPW-GAS ACCOUNT#550738 236710	01-5-703503.00 PROPANE	952.04	13106	05/10/23
IRVINGOIL	04/05/23	DPW-GAS ACCOUNT#550738 940857	01-5-705503.00 PROPANE	62.12	13106	05/10/23
IRVINGOIL	04/05/23	DPW-GAS ACCOUNT#550738 941058	01-5-705503.00 PROPANE	49.40	13106	05/10/23
MISC	04/25/23	P&R-SELF DEFENSE REFUND 827057	01-4-000355.00 RECREATION FEES	70.00	13107	05/10/23
NAT'L INS	04/17/23	TH-MAY 23 LIFE INSURANCE 1554691	01-5-555124.00 DISABILITY/LIFE INSURANCE	59.88	13108	05/10/23
NAT'L INS	04/17/23	TH-MAY 23 LIFE INSURANCE 1554691	01-5-703124.00 DISABILITY/LIFE	311.00	13108	05/10/23
NAT'L INS	04/17/23	TH-MAY 23 LIFE INSURANCE 1554691	01-5-425124.00 DISABILITY/LIFE INSUR	61.49	13108	05/10/23
NAT'L INS	04/17/23	TH-MAY 23 LIFE INSURANCE 1554691	01-5-100124.00 DISABILITY/LIFE INS	227.52	13108	05/10/23
NAT'L INS	04/17/23	TH-MAY 23 LIFE INSURANCE 1554691	01-5-005124.00 DISABILITY/LIFE INSUR	51.54	13108	05/10/23
NAT'L INS	04/17/23	TH-MAY 23 LIFE INSURANCE 1554691	01-5-200124.00 DISABILITY/LIFE INS	49.11	13108	05/10/23
NAT'L INS	04/17/23	TH-MAY 23 LIFE INSURANCE 1554691	01-5-500124.00 DISABILITY/LIFE INS	289.24	13108	05/10/23
NAT'L INS	04/17/23	TH-MAY 23 LIFE INSURANCE 1554691	01-5-704124.00 DISABILITY/LIFE	46.24	13108	05/10/23
MAYER	05/05/23	Payroll Transfer PR-05/05/23	01-2-001120.00 EMPLOYEE JUDGEMENT ORDER	25.00	13109	05/10/23
PBA	05/01/23	MAY 23 UNION DUES 34731	01-2-001117.00 UNION DUES PAYABLE	225.36	13110	05/10/23
MISC	04/21/23	15-071.000 TAX REFUND NIEMREF	01-2-001149.00 TAX CLEARING ACCOUNT	93.28	13111	05/10/23
ROBERT HA	03/16/23	FIN-JOYCE WK END 3/3 61711530	01-5-200112.10 FINANCE OFFICER WAGE	88.16	13112	05/10/23
ROBERT HA	03/16/23	FIN-JOYCE WK END 2/24 61711676	01-5-200112.10 FINANCE OFFICER WAGE	88.16	13112	05/10/23
ROBERT HA	03/16/23	FIN-JOYCE WK END 3/10 61711794	01-5-200112.10 FINANCE OFFICER WAGE	4060.00	13112	05/10/23
ROBERT HA	03/21/23	FIN-JOYCE WK END 3/10 61732307	01-5-200112.10 FINANCE OFFICER WAGE	88.16	13112	05/10/23
ROBERT HA	03/23/23	FIN-JOYCE WK END 3/17 61747317	01-5-200112.10 FINANCE OFFICER WAGE	3476.38	13112	05/10/23
ROBERT HA	03/27/23	FIN-JOYCE WK END 3/17 61749218	01-5-200112.10 FINANCE OFFICER WAGE	88.16	13112	05/10/23
ROBERT HA	03/30/23	FIN-JOYCE WK END 3/24 61782881	01-5-200112.10 FINANCE OFFICER WAGE	4060.00	13112	05/10/23
ROBERT HA	04/03/23	FIN-JOYCE WK END 3/24 61784919	01-5-200112.10 FINANCE OFFICER WAGE	88.16	13112	05/10/23

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ROBERT HA ROBERT HALF	04/06/23	FIN-JOYCE WK END 3/31 61818488	01-5-200112.10 FINANCE OFFICER WAGE	4098.06	13112	05/10/23
ROBERT HA ROBERT HALF	04/12/23	FIN-JOYCE WK END 4/07 61847320	01-5-200112.10 FINANCE OFFICER WAGE	3806.25	13112	05/10/23
ROBERT HA ROBERT HALF	04/13/23	FIN-JOYCE WK END 3/31 61852921	01-5-200112.10 FINANCE OFFICER WAGE	88.16	13112	05/10/23
ROBERT HA ROBERT HALF	04/13/23	FIN-JOYCE WK END 4/07 61852922	01-5-200112.10 FINANCE OFFICER WAGE	88.16	13112	05/10/23
ROBERT HA ROBERT HALF	04/18/23	FIN-JOYCE WK END 4/14 61873075	01-5-200112.10 FINANCE OFFICER WAGE	3800.00	13112	05/10/23
ROBERT HA ROBERT HALF	04/19/23	FIN-JOYCE WK END 4/14 61881799	01-5-200112.10 FINANCE OFFICER WAGE	3983.88	13112	05/10/23
SABIL SABIL & SONS INC	04/27/23	FD-AAG660 INSPECT&REPAIR 97760	01-5-555528.00 FIRE TRK R & M	240.51	13114	05/10/23
RADIO THE RADIO NORTH GROUP INC	04/24/23	FD-RADIO REPAIR 24145141	01-5-555426.00 RADIO PURCH/REPAIR	389.00	13115	05/10/23
VTTREASUR TREASURY OPERATIONS DIVIS	05/01/23	JAN-APR 23: 402 DOG LICNS 501DOGLIC	01-2-001121.00 VT ANIMAL RETURN	1998.00	13116	05/10/23
TSSAND TWIN STATE SAND & GRAVEL	04/17/23	DPW-42.510 LBS STONE 108545	01-5-703207.00 GRAVEL & STONE	785.34	13117	05/10/23
UNIFIRST UNIFIRST CORPORATION	04/03/23	DPW-UNIFORM CLEANING 1070216885	01-5-703311.00 UNIFORMS	259.26	13118	05/10/23
UNIFIRST UNIFIRST CORPORATION	04/03/23	DPW-UNIFORM CLEANING 1070216885	01-5-704311.00 UNIFORMS	40.00	13118	05/10/23
UNIFIRST UNIFIRST CORPORATION	04/17/23	DPW-UNIORM CLEANING 1070220679	01-5-703311.00 UNIFORMS	259.26	13118	05/10/23
UNIFIRST UNIFIRST CORPORATION	04/17/23	DPW-UNIORM CLEANING 1070220679	01-5-704311.00 UNIFORMS	40.00	13118	05/10/23
UNIFIRST UNIFIRST CORPORATION	04/24/23	DPW-UNIFORM CLEANING 1070222563	01-5-704311.00 UNIFORMS	40.00	13118	05/10/23
UNIFIRST UNIFIRST CORPORATION	04/24/23	DPW-UNIFORM CLEANING 1070222563	01-5-703311.00 UNIFORMS	236.43	13118	05/10/23
UNIFIRST UNIFIRST CORPORATION	05/01/23	DPW-UNIFORM CLEANING 1070224421	01-5-703311.00 UNIFORMS	236.43	13118	05/10/23
UNIFIRST UNIFIRST CORPORATION	05/01/23	DPW-UNIFORM CLEANING 1070224421	01-5-704311.00 UNIFORMS	40.00	13118	05/10/23
UNITED AG UNITED AG & TURF NE, LLC	04/26/23	DPW-TRCTR WNDW/DOOR PRTS 9943467	01-5-703403.00 PARTS & SUPPLIES	590.74	13119	05/10/23
VLCT VERMONT LEAGUE OF CITIES	04/20/23	TR&FIN-FINANCE OFFCR TRN MAC2023-0136	01-5-200615.00 DUES/MTGS/EDUC	20.00	13120	05/10/23
VLCT VERMONT LEAGUE OF CITIES	04/20/23	TR&FIN-FINANCE OFFCR TRN MAC2023-0136	01-5-005615.00 DUES/MTS/EDUC	40.00	13120	05/10/23
VLCT VERMONT LEAGUE OF CITIES	04/20/23	SB-LEGAL LUNCH HOUR SMITH MAC2023-0192	01-5-005701.00 COMMITTEE	20.00	13120	05/10/23
VLCT VERMONT LEAGUE OF CITIES	04/20/23	SB-SB ESSNTLS SMTH&VINCNT MAC2023-0319	01-5-005701.00 COMMITTEE	50.00	13120	05/10/23
VLCT VERMONT LEAGUE OF CITIES	04/20/23	SB-SB ESSENTIALS CALLOWAY MAC2023-0385	01-5-005701.00 COMMITTEE	10.00	13120	05/10/23
VMERS VMERS DB	04/07/23	Payroll Transfer PR-04/07/23	01-2-001111.00 VMERS GRP B PAYABLE	5623.72	13121	05/10/23

05/04/23

Town of Norwich Accounts Payable

03:49 pm

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
VMERS	04/07/23	Payroll Transfer PR-04/07/23	01-2-001113.00 VMERS GRP C PAYABLE	2467.49	13121	05/10/23
VMERS	04/21/23	Payroll Transfer PR-04/21/23	01-2-001111.00 VMERS GRP B PAYABLE	5142.27	13121	05/10/23
VMERS	04/21/23	Payroll Transfer PR-04/21/23	01-2-001113.00 VMERS GRP C PAYABLE	2391.45	13121	05/10/23
WBMASON	03/29/23	TS-COMPUTER INK 237350683	01-5-705515.00 ADMINISTRATION	33.98	13122	05/10/23
WBMASON	03/31/23	PD-OFFICE SUPPLIES 237426797	01-5-500501.00 ADMINISTRATION	2.50	13122	05/10/23
WBMASON	04/13/23	LISTERS-ADDING MCHNE ROLL 237711376B	01-5-300610.00 OFFICE SUPPLIES	3.74	13122	05/10/23
WBMASON	04/19/23	PD-OFFICE SUPPLIES 237857654	01-5-500501.00 ADMINISTRATION	2.50	13122	05/10/23
WBMASON	04/19/23	TM-FOLDERS & NOTE PADS 237857888	01-5-005610.00 OFFICE SUPPLIES	29.23	13122	05/10/23
WRIGHTS	04/18/23	NCC-SUPPLIES 418GARDENS	01-5-650710.00 PROJECT RESTORATION	273.00	13123	05/10/23
Report Total				62424.84		

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 \$ ****62,424.84
Let this be your order for the payments of these amounts.

Staff Accountant Ashley Wohler
Ashley Wohler

Town Manager: Brennan Duffy
Brennan Duffy

SELECTBOARD:

Marcia Calloway
Chair

Mary Layton
Vice Chair

Priscilla Vincent

Roger Arnold

Pam Smith



NORWICH POLICE DEPARTMENT



CHIEF OF POLICE
WADE R. COCHRAN

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wade.cochran@vermont.gov

MEMO

Summary of expenditures

May 2023

PREPARED BY: Wade Cochran, Chief

PREPARED FOR: Interim Town Manager Brennan Duffy

DATE: May 3, 2023

I have been the Chief of the Norwich Police Department (NPD) now for approximately 6 months. During this time, I have had a chance to evaluate the needs of the agency and have some expenditure requests for the board.

1. 2013 unmarked police cruiser is out of service. As many other towns do, I feel the 2013 should be sold by sealed bid to the highest bidder. All bids would come to the police chief and opened on the date of close with the town manager or acting manager. This vehicle can no longer pass inspection and needs to be sold. It was taken to a repair shop and evaluated, and we were told the frame is rusted out and should no longer be on the road and furthermore no longer inspectable. It would be my recommendation the proceeds get turned back into the cruiser fund.
2. Replacement of portable radios, and in-car radios.
The department's portable radios don't work well and are outdated. These radios were purchased in 2011 and at that time they were dated technology. Parts are hard to find and don't even have an officer emergency button on them. The radios we have are old technology and outdated. See attachment 1a for a breakdown on radios and price. The old technology statement also stands true for in-car radios. However, we are waiting on a quote for these, which can be expected by the next Selectboard meeting. An explanation is in Sgt. Rogers Memo, which is included. As for in-car radios, they cannot be programmed to meet the requirements of our dispatch and are, again, outdated technology.
3. Equipment to respond to an active threat such as a school shooting or an active shooter. NPD does not have long guns, heavy plated body armor or ballistic helmets. This is for the safety of the officers and those they serve.
4. The final request for expenditure concerns having the new police cruiser set up and decaled. Each of the following is outlined and explanation given.
5. It should be noted that for each expenditure, NPD attempted to get 3 quotes according to the financial policy. In some cases, businesses did not respond after several attempts were made.

Wade Cochran
Chief of Police



NORWICH POLICE DEPARTMENT



CHIEF OF POLICE
WADE R. COCHRAN

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Sale of 2013 Unmarked Cruiser

May 2023

PREPARED BY: Wade Cochran, Chief

PREPARED FOR: Interim Town Manager Brennan Duffy

DATE: May 3, 2023

The Chief of police for the Norwich Police Department recommends the following to the Interim Town Manager.

The Norwich Police Department has put the 2013 unmarked police cruiser out of service. As many other towns do, I feel the 2013 should be sold by sealed bid to the highest bidder. All bids would come to the police chief and be opened on the date of close with the town manager or acting manager. The bid would be open for a period of two weeks (14 days)

This vehicle can no longer pass state inspection and needs to be sold. It was taken to a repair shop and evaluated and we were told the frame is rusted out and should no longer be on the road and is furthermore no longer inspectable. This vehicle has already been stripped of all Police equipment. It would be my recommendation that any of the proceeds would be added to "Cruiser Capital Expenditure" line item.

Wade Cochran
Chief of Police



NORWICH POLICE DEPARTMENT



CHIEF OF POLICE
WADE R. COCHRAN

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wade.cochran@vermont.gov

Request for expenditure (Portable Radios)

May 2023

PREPARED BY: Wade Cochran, Chief

PREPARED FOR: Interim Town Manager Brennan Duffy

DATE: May 3, 2023

The Chief of police for the Norwich Police Department requests the following of the Interim Town Manager. I met with Joyce Hasbrouck who ran some numbers for the police department under the "Wages and Benefits", Joyce said it looks like there will be approximately a \$129,863.00 surplus. I also spoke with Trever Whipple, who is also a former Chief of Police, and Retired Police Chief Anthony Facos. This can be done and is a common practice when one line item has surplus of funds and is needed to fund another area within the Police Budget.

The Norwich Police Department is in desperate need of new portable radios as well as in-car radios. The radios the officers now have are old technology and fail to work well. The portable radios were purchased in 2011 and dated technology at that time. When discussing what radios were our best option with the Motorola sales representative, he told me most portable radios have a life span of 7-10 years. NPD radios are now 12 years old and we are finding parts of these radios hard to find and expensive. I feel this surplus could be better spent on updating the technology and having up to date equipment. Our in-car radios are very much like the portables, old technology, poor functionality, and not able to be programed for digital radio frequency that most dispatch centers are changing to.

It is clear to me after being in my role as Police Chief for approximately 6 months that the officers have been getting by with outdated equipment. This is unsafe and very much a liability for the Town of Norwich.

Because the Police Department was below staff for a greater part of the 2022 budget year the NPD will close out the year with approximately \$129,863.00 in unspent "Wages and Benefits" (per Norwich finance department) It is my request we use some of the surplus be available and purchase new portable radios as well as in car radios from OME of New Hampshire.

I request we spend \$35,634.85 to purchase the Motorola APX8000s as described in the quote from OME of New Hampshire and further request we purchase 4 Motorola (APX8500) in car radios from OME (the lowest bidder) for \$28112.92.

Wade Cochran

Chief of Police



NORWICH POLICE DEPARTMENT



SERGEANT

STUART P. ROGERS II

P.O. Box 311 ~ 10 Hazen Street ~ Norwich VT 05055 ~ 802-649-1460 ~ FAX 802-649-1775 ~ E-MAIL
stuart.rogers@vermont.gov

Memo

TO: Chief Cochran
FROM: Sergeant Stuart Rogers
DATE: 4/17/2023
SUBJECT: Radios

Chief Cochran,

Currently Norwich PD is utilizing Motorola PM1500 mobile (in car) 100 watt UHF radios. The PM1500 was first introduced in May 2007 and discontinued in October 2015. It supports a maximum of 255 channels and a maximum of 15 channels in scan. The control head screen on the PM1500 is limited to just 8 characters. This radio is no longer supported by Motorola, meaning that new, factory replacement parts and software updates are no longer available.

Currently Norwich PD is utilizing Motorola CDM1250 mobile (in car) 45 watt VHF radios. The CDM1250 was first introduced in 1999 and discontinued in June 2015. The CDM1250 is not P25 (digital) compatible. It supports a maximum of 64 channels and a maximum of 16 channels in scan. Like the PM1500, this radio is no longer supported by Motorola.

Currently Norwich PD is utilizing Kenwood TK-5320 5 watt UHF portable (on person) radios. This radio was released in 2011 and has since been discontinued.

Following September 11, 2001, first responder interoperability was evaluated and determined to be a national priority. September 11, 2001 highlighted the necessity for public safety organizations to be able to interact and communicate with one another. This is something that needs to be facilitated and implemented prior to catastrophic large-scale emergencies. Interoperability is just as crucial in mass events such as 9/11, or the Boston marathon bombing as it is for weather related incidents such as hurricane Irene or for incident planning such as Presidential primary debates at Dartmouth College.

Post September 11, 2001, the FCC allocated spectrums of radio band exclusively for emergency responder use. Television stations had to vacate certain radio spectrums to alleviate some communication congestion for emergency responders and the FCC 'rebanding' in an effort to reduce interference. Nationwide interoperation radio channels were created with the intent of emergency services being able to better communicate on large scenes with one another.

The Department of Homeland Security Cybersecurity & Infrastructure Security Agency created the program SAFECO to aid in interoperability and compatibility. In 2006, SAFECO published a 208 page Statement of Requirements for Public Safety (SOR) pertaining to wireless communication and interoperability. The SOR notes *"Public safety operations require effective command, control, coordination, communication, and sharing of information with numerous criminal justice and public safety agencies, as well as public utilities, transportation companies, and private industry. Thousands of incidents that require mutual aid and coordinated response occur every day."* The document continues on, highlighting the issue, stating *"There are more than 18,000 law enforcement agencies in the United States. Approximately 95 percent of these agencies employ fewer than 100 sworn officers. Additionally, there are more than 32,000 fire and EMS agencies across the Nation. Due to the fragmented nature of this community, most public safety communications systems are stovepiped, i.e., individual systems that do not communicate with one another or facilitate interoperability. Just as the public safety community is fragmented, so is radio spectrum."*

Additionally, Project 25 (P25) set standards for interoperable two-way radios in public safety. P25 moves from historic analog radios to digital radios. This allows for additional features such as encryption, trunking, GPS, etc.

Generally emergency services utilize either UHF (Ultra High Frequency) or VHF (Very High Frequency). UHF operates in low band (378 – 512 MHz) to high band (764 – 870 MHz). VHF operates in low band (49 – 108 MHz) to high band (169 – 216 MHz). Both UHF and VHF can be operated as P25 digital.

In Vermont, most law enforcement dispatch communications are conducted through UHF. This means officer to dispatch communications rely on UHF for calls, traffic stops and daily operations. This has some exceptions, with VT Fish and Wildlife having VHF channels. Additionally, some federal agencies that operate in Vermont utilize VHF channels. A large portion of Vermont law enforcement UHF has already transitioned to P25 digital. Agencies that have not yet converted to P25 digital are actively working to do so, including Vermont State Police who are currently fielding a tiered P25 roll out by barracks.

Vermont has police car to car channels regularly utilized by surrounding agencies that are in the VHF spectrum.

In New Hampshire law enforcement utilizes VHF channels. Several local New Hampshire agencies already utilize P25, including Lebanon, Grafton County Sheriff, Claremont, and New Hampshire State Police.

In both Vermont and New Hampshire, Fire and EMS utilize VHF channels. The Norwich Fire Department and Hanover Ambulance dispatch through Hanover, NH dispatch on VHF. Vermont DPW services also utilize VHF channels.

Many public communications such as DHART, railroad communications, utilities, etc. utilize VHF channels.

In order for emergency services, especially on the New Hampshire border, to effectively hear and communicate with each other, it is crucial to field both UHF and VHF radios. It is particularly important to ensure that both UHF and VHF mobile (in car) radios are "high power," meaning 100 watt. Radio reception in Vermont terrain, like cellular signal can be limited. Utilizing low power or mid power radios literally provides less power and in turn less reception and transmission ability. It is also paramount to ensure all radios at this point are P25 compatible.

Norwich PD is currently utilizing a VHF mobile (in car) radio that was first released 24 years ago. The radio is a low power radio that is not P25 compatible. As a result, the radio is incapable of listening to neighboring agencies such as Lebanon. Norwich PD is utilizing a UHF mobile (in car) radio that was first released 16 years ago. The screen is so limited that users can't always determine which channel they are selecting.

For perspective, both in car mobile radios are designs that were released before even the first Apple iPhone was released. Norwich PD portable radios are UHF only radios which have had significant issues with reception and transmission. These radios are completely incapable of hearing New Hampshire agencies, Fire or EMS. This means that officers out of the car or working on cases in the office have no ability to hear potential catastrophic events in a neighboring town or even fire or EMS events in town. In reality, the Norwich PD radios are extremely dated and behind current standards.

Part of the Vermont Statewide Communications Interoperability Plan includes fielding and training first responders on alternate operability solutions for both UHF and VHF channels.

It is my recommendation that Norwich PD implement Motorola APX 8000 dual band (UHF and VHF) portable radios. I additionally recommend that Norwich PD implement dual Motorola APX 8500 mobile, in car radios. In this configuration, one radio would be UHF and one radio would be VHF. This permits both channel monitoring of surrounding agencies, Fire and EMS as well as direct communication. Having dual in car radios instead of a dual band single radio allows scanning of VHF transmission while low priority transmissions are occurring on our primary UHF channel. Additionally dual radios create a redundant communication solution in the event one radio fails.

In my Vermont law enforcement career, I have personally experienced the importance of effective communications on numerous occasions. For example, in one instance, I was able to listen directly to a New Hampshire agency that had just experienced a public shooting that resulted in a homicide. As a result of hearing direct information from the New Hampshire agency, I was able to learn information that the overloaded dispatcher would have never had an opportunity to rely to numerous other dispatch centers. Because of this, I was able to initiate a stop of the suspected shooter who was fleeing the scene.

In another instance, I was on duty for my previous agency and overheard a New Hampshire call for a potentially armed student approaching the school after having been expelled. I was near the New Hampshire bridge at the time and was able to communicate with my Vermont dispatch relaying the call. As a result of my dual cruiser radios, I overheard the call prior to New Hampshire being able to relay the information directly to a Vermont dispatch center. Myself and another Vermont Officer responded to the school, arriving prior to the Town's own agency where it had occurred. We were able to take the armed student into custody without incident, on school grounds, prior to them reaching the building.

I have experienced the success of dual in car radios countless times through my career, including the DHMC active shooter, multiple NH homicides in addition to daily less catastrophic events.

Please let me know if you have any questions,



Sergeant Stuart Rogers



NORWICH POLICE DEPARTMENT



CHIEF OF POLICE
WADE R. COCHRAN

P.O. Box 311 ~ 10 Hazen Street ~ Norwich VT 05055 ~ 802-649-1460 ~ FAX 802-649-1775 ~ E-MAIL
wade.cochran@vermont.gov

Request for expenditure (Gear)

May 2023

PREPARED BY: Wade Cochran, Chief

DATE: May 3, 2023

The Chief of police for the Norwich Police Department requests the following of the Norwich Selectboard.

As Chief it is my responsibility that officers are trained and outfitted with equipment to respond to low risk calls as well as high risk calls.

In taking inventory on NPD equipment, I have learned that the agency is not equipped with the needed safety equipment or tools to respond to an active threat such as an active threat in our schools, local hospital, or business. Such calls as what occurred in Nashville TN where three children and three adults lost their lives. In this call officers were equipped with the needed gear and the threat was neutralized in under 13 minutes, saving many lives. Calls like this can happen anywhere. Locally we have had such calls at Dartmouth Hitchcock Medical Center, and Montpelier High School just to name two.

During this process I asked Sgt Stuart Rogers, who is well educated on this matter, to find the most reliable equipment for NPD. Attached is a memo from Sgt. Rogers as well as an explanation. I ask the board to approve an expenditure of \$12,486.04 to Sons of Liberty Gun Works for the purchase of long guns and set up. This purchase would be from the Police Special Equipment fund that has a balance of \$12,999.00 in the account. I would like to add that Liberty Gun Works is the only company to purchase this particular item from, as well as the package that comes with purchase. Sgt. Rogers spoke to several other companies, however this is the best package for NPD.

As for the protective equipment, NPD is working on a PACIF grant and we hope to see funding for some of these items.

Wade Cochran
Chief of Police



NORWICH POLICE DEPARTMENT



SERGEANT

STUART P. ROGERS II

P.O. Box 311 ~ 10 Hazen Street ~ Norwich VT 05055 ~ 802-649-1460 ~ FAX 802-649-1775 ~ E-MAIL
stuart.rogers@vermont.gov

Memo

TO: Chief Cochran
FROM: Sergeant Stuart Rogers
DATE: 4/14/2023
SUBJECT: Patrol Rifle Proposal

Chief Cochran,

Historically Norwich PD has fielded department shotguns as a long gun platform for high risk/high threat incidents. Shotguns began nationwide implementation in law enforcement during the 1960's. Since that time, significant incidents have driven updates to law enforcement response and equipment. In 1997, the North Hollywood shootout between law enforcement and two heavily armed bank robbers highlighted the inefficiency of only fielding duty handguns and shotguns. Officers were outgunned and underequipped to stop the threat. Eventually officers were forced to equip themselves with semiautomatic rifles from a nearby gun store.

Beginning in the early 2000's, agencies began fielding patrol rifles, with various surveys indicating approximately 95% of agencies currently field patrol rifles. As a whole, law enforcement training and agency statistics show that most officers duty handgun accuracy is greatly degraded beyond 15 yards. Handguns have limited ballistic ability against body armor with a short effective range.

Shotguns in law enforcement often utilize slugs and/or buckshot. The shotgun platform provides limited ammunition capacity; with NPD's being 6+1 and 8+1. Shotguns are slow to reload, with ammunition being fed singularly, compounded even further by challenges to effectively store ammunition for the reload. Recoil is significant and the overall platform is long, cumbersome and offers no adjustability to fit smaller stature officers. Buckshot fires 9 individual pellets in an increasing pattern. This means that liability is greatly enhanced with accountability for each individual pellet. Law enforcement shotguns utilize a smooth bore, which reduces overall accuracy of the platform. Shotguns additionally carry a concern of overpenetration. FBI testing protocol for ammunition determines that penetration in ballistic gelatin should be between 12" and 18," after fired through a variety of testing barriers. The shotgun slugs currently fielded by NPD penetrate as much as 23" in FBI test protocols.

Patrol rifles provide increased accuracy and range, featuring a rifled barrel that stabilizes projectiles. This improves officer and public safety, with abilities to effectively engage threats at far greater distance and with improved shot placement. Patrol rifles provide improved ballistics, including the ability to defeat soft body armor, while at the same time providing less risk of overpenetration. Patrol rifle ammunition meets

FBI testing protocol. The platform is smaller than a shotgun and provides stock adjustability to better fit various size officers. Patrol rifles are magazine fed, carrying 30 rounds in a standard duty magazine with significantly faster reloads. 'Backfire Plus' tests firearms recoil energy measured in foot pounds (ft lbs). A patrol rifle, chambered in 5.56 produces approximately 6.65 ft lbs of recoil, compared to the shotguns approximate 32.8 ft lbs of recoil; or almost 5 times less recoil. Liability is reduced, accounting for a single projectile per shot, greater accuracy, and less risk of overpenetration. Training is more efficient, with significantly less recoil, and a lower cost per round, being approximately \$0.37 per training round (patrol rifle) versus approximately \$0.60 per training round (shotgun slug).

US Department of Justice statistics show that between 2020 and 2021 there was a 52.5% increase in active shooter incidents. This is a staggering 96.8% increase in active shooter incidents from 2017. According to the US Department of Justice, between 2010 and 2019, 21.2% of law enforcement officers killed with firearms in the line of duty were killed with rifles. The FBI Crime Data Explorer utilizing the Uniform Crime Reports (UCR) shows that over a 30 year span, violent crime in the United States has trended down, while violent crime in Vermont has actually increased. This is further highlighted in more crime changes in Vermont. The FBI UCR shows that in 5 year changes, from 2014 to 2019 violent crime in Vermont increased 45.5%, from 2015 to 2020 it increased 30.3% and from 2016 to 2021 it increased 25%. UCR are completed following the conclusion of the year, meaning that 2021 is the most recent year data.

Nationally we have seen tragic events unfold in which law enforcement are responding to active shooter incidents. On March 27, 2023 an active shooter killed 6 at the Covenant school in Nashville, TN. Responding officers entered the school and confronted the shooter using patrol rifles, ending the tragic event 14 minutes after it started. Locally we have seen active threat incidents in which our own officers are responding. In November 2018, Hanover, NH had drive-by shooting in which the shooter was at large for some time. In September 2017, Lebanon, NH had an active shooter/homicide incident at DHMC hospital where the shooter was at large for some time. In May 2018, Claremont, NH had a gang related shooting/homicide in which the shooter was at large. In June 2022, Woodstock VT had an active shooting/homicide in which one of their officers exchanged gunfire with the suspect. In April 2022 and again in October 2022 Hartford VT had shooting incidents in public hotels. Almost all these incidents, either on duty Norwich PD officers or current Norwich PD employees responded to assist.

Many of these incidents occur in public spaces. It is paramount to have effective equipment and training to address these threats as outlined above.

In evaluating a duty grade patrol rifle, it is paramount to factor in longevity, reliability, consistency, and quality control. While there are a wide variety of manufactures and model variations in the 5.56 semiautomatic M4/AR15 platform, attention to detail sets the difference between a law enforcement duty grade weapon and a consumer recreational grade weapon. Fortunately, there are several armed professionals and law enforcement trainers that have countless rounds on this patrol rifle platform to highlight real world test and evaluation of proven duty grade manufactures. The late William Larson of Semper Paratus Arms was one of the leading patrol rifle armorer instructors at the time of his passing. He had active-duty experience, serving as a US Army armorer, as well as having later worked for top industry manufacturers, before founding his company. Larson once pointed out with many common consumer grade rifles "you have to ask yourself '*how did they reach that price point?*' They're not being generous to you. They're not giving something for free. They have had to eliminate certain things from that weapon to keep cost down. That means how it was produced, the manpower put into it, and the components. And that's the areas where the issues will start to show up."

I consulted with the Director of Training at Ridgeline Defense in Dalton, NH for evaluation of current duty grade patrol rifles based upon their experience. Ridgeline is a firearms training center that caters to military and law enforcement. Their staff has over 100 years of military special operations and law

enforcement experience, including retired US Army sniper instructors and winners of the US Army international sniper competition. Ridgeline holds current contracts for military special operations training as well as conducts nationwide law enforcement training. Their instructors live daily with patrol rifles in all climates and conditions. Ridgeline recommended based upon their experience to limit duty patrol rifle manufacturers to Sons of Liberty Gun Works (SOLGW), Colt, Bravo Company MFG (BCM), Daniel Defense (DD), Lewis Machine & Tool Company (LMT) or FN. The Director of Training reported that they have consistently seen common consumer manufacturer rifles fail during high round count and adverse condition trainings.

Reputable national law enforcement trainers tend to further the Ridgeline recommendations. Travis Haley from Haley Strategic Partners utilizes BCM patrol rifles. Aaron Cowen from Sage Dynamics utilizes SOLGW patrol rifles. Chuck Pressburg from Presscheck Training and Consulting utilizes SOLGW patrol rifles.

Having been a firearms and patrol rifle instructor in Vermont for 10 years, I have personally witnessed some common consumer grade manufacturer rifles have failures while on the range in a law enforcement training environment. A law enforcement duty rifle will be exposed to temperatures as high as 120+ degrees inside a secured patrol vehicle on a summer day, and below -20 degrees during cold spells in New England winters. Emergency incidents may occur in the pouring rain or require an officer to be prone behind cover during a negotiation attempt in the snow or mud. Ensuring that a law enforcement duty grade rifle can withstand these adverse conditions and reliably function through annual training, and for years without issue is crucial.

I spoke with, and obtained pricing from Parro's Police Supply, AmChar Wholesale Inc, SOLGW, BCM, Daniel Defense and FN. Of all my personal direct interactions, AmChar customer service was by far the best for supply/wholesaler; while SOLGW was easily the best manufacturer to work with. Both AmChar and SOLGW provided me direct cellphone numbers for LE representatives and fielded my calls and inquires outside of normal business hours. Both provided several quote updates and were extremely knowledgeable about their products. Alternatively, other manufacturers refused to provide any phone service, directing all contact to email only interactions. Some suppliers failed to field follow-up requests or provide updated quotes.

SOLGW underwent extensive test and evaluation by the Las Vegas Metropolitan Police Department Firearms Training and Tactics Unit. The evaluation included five phases of testing, including drop testing, a dry gun (lack of lubrication) test and inspection testing utilizing a bore scope and thorough examination for premature wear. Throughout the Las Vegas Metropolitan test and evaluation, over 4,000 rounds were fired on a SOLGW patrol rifle without a single malfunction. They concluded "it is recommended that Sons of Liberty Gun Works be added to the approved patrol rifle manufactures list."

SOLGW provided detailed specification sheets for their products. They hand finish gas port sizing to ensure exact tolerances are met as to avoid run out and over bore from bit wear that can be a product of finishing port sizing while milling. SOLGW utilizes SpringCo springs rated for 1.5 million cycles verses a rating of 5,000 cycles for a standard mil-spec carbine spring. SOLGW provides a lifetime warranty on their rifles, including normal wear and tear. If a part such as a barrel reaches end of life, they replace it.

Additionally, SOLGW provides a Duty Use Replacement Program – "If a local or state Law Enforcement Officer uses their rifle in the performance of their duties and is without it for any reason including evidence procedures, Sons of Liberty Gun Works will provide them with an equivalent loaner rifle until such time as their duty rifle is returned. If a local or state Law Enforcement Officer loses their rifle due to damage in the line of duty we will replace it free of charge. This policy applies both to individually purchased duty weapons and department-owned weapons purchased from Sons of Liberty Gun Works."

The quoted SOLGW rifles include features not seen on most competitors without purchasing additional parts. For example, SOLGW quote rifles include ambidextrous safety selectors, ambidextrous charging handles, A5 buffer systems which aid in providing a smoother operating platform. Included with SOLGW patrol rifles are a padded case and 3 magazines.

Factoring the spring selection, warranty, initial purchase cost and supplied options, SOLGW has one of the lowest life cycle cost rifles available to us. We receive ambidextrous controls to better fit officers, as well as a lifetime warranty, to include wear items. SOLGW provides a law enforcement duty use replacement program to ensure the agency remains outfitted if their product is used or damaged during a duty event.

Based upon law enforcement testing and evaluation, specifications, features, warranty, duty use replacement, customer service and life cycle cost, I recommend that we select Sons of Liberty Gun Works (SOLGW) as an agency patrol rifle.

Total package cost for outfitting all officers with a duty grade patrol rifle is \$12,486.04. This allows stocks to be adjusted and left to fit each officer, optics to be zeroed to each officer and 24/7 emergency response from NPD to have effective resources to confront catastrophic active threats.

Please let me know if you have any questions,

A handwritten signature in black ink, appearing to read "Stuart Rogers", written in a cursive style.

Sergeant Stuart Rogers

Patrol Rifle Proposal

ITEM	Price (each)	Quantity	Total
SOLGW M4-89 12.5"	1475	4	5900
Modlite PLHv2 18650	240	4	960
HuxWrx Flow 556K	900	4	3600
Aimpoint Duty RDS (T&E)	313	2	626
Aimpoint Duty RDS	435	2	870
Blue Force Gear Vickers Sling w/QD	56.51	4	226.04
30 Round magazines	12	12	144
Arisaka Scout Mount	40	4	160
GRAND TOTAL			12486.04



NORWICH POLICE DEPARTMENT



CHIEF OF POLICE
WADE R. COCHRAN

P.O. Box 311 ~ 10 Hazen Street ~ Norwich VT 05055 ~ 802-649-1460 ~ FAX 802-649-1775 ~ E-MAIL
wade.cochran@vermont.gov

Request for expenditure (Ford Hybrid outfitting)

May 2023

PREPARED BY: Wade Cochran, Chief

PREPARED FOR: Interim Town Manager Brennan Duffy

DATE: May 3, 2023

The Chief of police for the Norwich Police Department (NPD) requests the following of the Interim Town Manager.

NPD took delivery of its 2023 Ford Hybrid and now we need to get the vehicle outfitted. This will entail decaling the exterior and setting up the inside with lights, computer mount, etc. I have attached the quote of the lowest bid. Per the Town of Norwich Financial Policy, it is required that a department must get three quotes. To date, NPD has only received two responses. I was advised by a third company that they would get me a quote but have not as of this date.

I have spoken with the finance director who said that before any interest has been posted for FYTD, fund #11-Police Cruiser has in it \$28,748.81. This is after the 2023 Ford has been deducted.

I would like to get this vehicle scheduled with A1 for decaling, (\$1,800.00) and Hardwired (\$18,197.22) to set the vehicle up so NPD is able to use the vehicle. The total is \$19,997.22 to be taken from the #11 Police cruiser fund.

Note:

A-1 Graphics was the only one to return a written estimate. One verbal estimate was received from a NH company for \$200.00 more than A-1.

Hardwired (the company that holds the state bid contract) was several thousand dollars below OME in New Hampshire. The third vendor in Mass did not return a quote after three weeks.

Wade Cochran

Chief of Police

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: Cheryl Asa

Address: 244 Mitchell Brook Road, Norwich

Day phone: 314-807-5410

Evening phone: 802-649-2177

E-mail: cherylasa244@gmail.com

Position Applied For: Conservation Commission

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

Terms: 1

Years: 4

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 general restrictions

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

I've been working in wildlife conservation and research for more than 40 years with many species in the US and internationally, although never in the New En

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:

Only the Conservation Commission for the past 4 years, as secretary for the past 3 years.

5. Education and Current Employment

Name of Company: Retired Zoologist

Location:

Title:

Describe your work:

Semi-retired zoologist. I still work periodically for US Fish & Wildlife Service Mexican Wolf Recovery Program and consult on the use of fertility control for population management.

6. Pertinent Education and/or Experience:

BA Zoology & Psychology, PhD Endocrinology/Reproductive Physiology: U Wisconsin

Lab & field research (fertility control & gene banking) for conservation of numerous species (especially Mexican wolves & wild horses) in the US & Latin America

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:

While on the Conservation Commission, I coordinated a collaborative project on bear safety with the Marion Cross School, with public displays at the Library. I also organized a talk about vernal pools with the VT Ctr for Ecostudies and associated guided walks at two pools in

Norwich.

Signature



Date

25 April 2023

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: Jaan Laaspere

Address: 95 Upper Pasture Road

Day phone: 802-649-2609

Evening phone:

E-mail: vermont6633@gmail.com

Position Applied For: Planning Commission

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:

I will need to attend meetings remotely for the foreseeable future.

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

I worked as the project manager for the early stages of the Starlake affordable housing project, including the RFP and selection of an engineering firm and Act 250 & 249 permitting.

For many years I built houses in the Norwich area, including obtaining building permits, understanding septic design and well placement, making boundary line adjustments and interacting with the zoning administrator.

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 served for several years as Norwich representative to the GUVSWMD solid waste district board, including serving as chairman of the board of supervisors through the entire siting and permitting process for the Hartland lined landfill site. This involved extensive interaction with consultants, state regulators and interested landowners.

5. Education and Current Employment

Name of Company: Fujifilm Dimatix
Title: Senior Director, Product Engineering

Location: Lebanon, NH

I have worked at Dimatix for 25 years as an engineer, project leader, head of product development and vice president, including supervising large teams of engineers working on multi-year development projects.

6. Pertinent Education and/or Experience:

Attended Norwich public schools with Marion Cross as my principal.

B.A Physics, University of Vermont, Masters of Science, Engineering, Thayer School, Dartmouth

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:

I am interested in serving the town in a meaningful way and believe I have knowledge and experience that would make me qualified to assist the Planning Commission with the important tasks that need attention in the upcoming term, including drafting of new zoning regulations.

Signature



Date

1/29/23

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: Robert Gere

Address: 1399 Union Village Rd.

Day phone: 802-649-5267

Evening phone: 802-649-5267

E-mail: rgere@mac.com

Position Applied For: Planning Commission

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:

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

Some familiarity with planning for climate change resilience. 45 year resident

of 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:

Development Review Board, BCA

5. Education and Current Employment

Name of Company:

Location:

Title: Semi-retired

Describe your work:

IT support.

6. Pertinent Education and/or Experience:

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:

As a long time resident of Norwich I am familiar with the strengths and weaknesses of various planning and zoning scenarios.

Signature



Date

04/26/2023

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: Robert Pape

Address: 128 Turnpike Rd Norwich 05055

Day phone: 978 764 1270

Evening phone: 978 764 1270

E-mail: bob_pape@yahoo.com

Position Applied For: Planning Commission

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:

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

Primary author for sections of government (FDA) new drug application at my last job. Focused on documenting the chemistry, manufacturing and controls for the drug substance

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:

5. Education and Current Employment

Name of Company: (Not employed)

Location:

Title:

Describe your work:

Chemical engineering work in Biotech/pharmaceuticals

6. Pertinent Education and/or Experience:

Work involved reviewing government requirements and documenting our plan▲

for compliance

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:

Signature

Robert Pape

Date

5/3/2023

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: Susan J. Barrett

Address: 1592 New Boston Rd.

Day phone: 802-238-3992

Evening phone: 802-238-3992

E-mail: sjbarrett924@gmail.com

Position Applied For: Planning Commission

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:

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

I am an attorney and the Executive Director of a health care regulatory board for

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:

5. Education and Current Employment

Name of Company: State of Vermont

Location: Montpelier, VT

Title: Executive Director

Describe your work:

I am responsible for informing and guiding a five member independent regulatory Board.

6. Pertinent Education and/or Experience:

Trained attorney, worked at Health Law Advocates and Greater Boston Legal Service.

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:

I am excited to step up and serve the town I have lived in for the last 13 years. I am excited.

Signature

Susan J. Barrett

Date

5/3/23

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: Sohier Perry

Address: 28 Carpenter Street

Day phone: 802-299-8656

Evening phone: same

E-mail: e.sohier.perry@gmail.com

Position Applied For: Recreation Council

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:

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

10+ years alpine ski racing coach (college and national team level)

I have coached at the junior level in both ski racing and lacrosse

Currently an active mountain biker, skier, and runner

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:

5. Education and Current Employment

Name of Company: Vermont Law School

Location: South Royalton, VT

Title: Student

Describe your work:

Finishing my second year as a law student

6. Pertinent Education and/or Experience:

University of Vermont, B.A.

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:

Growing up in Norwich, the recreation department provided me with a number of opportunities. I would like to help provide the same opportunities to the community for years to come. As a new parent, I believe in the mission of the recreation department and the work it does.

Signature

E. Sohier Perry

Date

April 30, 2023

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

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

Name: Pamela Smith

Address: 1445 New Boston Rd

Day phone: 802-649-7008

Evening phone: 802-649-7008

E-mail: psmith.finance@gmail.com

Position Applied For: Trustee of Public Funds

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:

Not available on Wednesday evenings

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

Served for one three-year term as a Trustee of Public Funds

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:

Lister March 2019 - March 2023

Trustee of Public Funds March 2020 - March 2023

Assistant Treasurer June 2021 - March 2023

Selectboard March 2023 - present

5. Education and Current Employment

Name of Company: Retired

Location:

Title:

Describe your work:

6. Pertinent Education and/or Experience:

35 years of small business accounting

15 years as small business owner

3 years as Trustee of Public Funds

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 am applying for a one-year appointment to fill the vacant seat. It is my hope that another Norwich resident will express interest in running for election next March to serve the remaining 2 years of this 3-year term.

Signature

Pamela Smith

Date

April 29, 2023

524 Turnpike Rd
Norwich, VT 05055

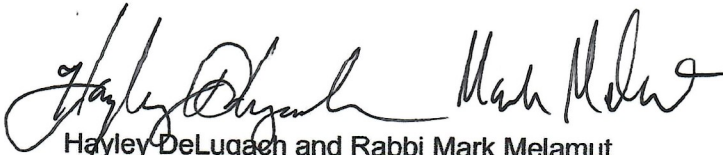
April 7th, 2023

Norwich Selectboard
% Miranda H. Bergmeier
Assistant Town Manager
Tracy Hall
300 Main St
Norwich, VT 05055

Dear Norwich Selectboard,

We are planning a Bar Mitzvah celebration for our son, to be held at Tracy Hall on June 24, 2023 from 8-11pm. Our bartender/licensed caterer is Babes Bar from Bethel VT. Our contact is Tatiana Bruno, available at bartender@babesVT.com or 802-234-1144. We are seeking a waiver of the alcohol ordinance so we can serve alcohol at Tracy Hall during our event. Thank you for your consideration.

Respectfully,



Hayley DeLugach and Rabbi Mark Melamut
524 Turnpike Rd
Norwich, VT 05055

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DISPOSITION LIST

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Chapter 7

ALCOHOLIC BEVERAGES

§ 7-1. Authority.

This ordinance is adopted pursuant to authority granted in 24 V.S.A. § 2291 to the Selectboard of the Town of Norwich.

§ 7-2. Civil ordinance.

Any infraction of this ordinance will be considered a civil matter.

§ 7-3. Purpose.

The purpose of this ordinance is to regulate the possession and consumption of alcohol in or on Town owned buildings and properties.

§ 7-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ALCOHOL — The product of distillation of spirits or any fermented malt or vinous beverage, including ethyl alcohol and non-potable alcohol.

CATERER'S PERMIT — A permit issued by the Vermont Liquor Control Board authorizing the holder of a first class license or first and third class licenses for a cabaret, restaurant or hotel premises to serve malt or vinous beverages or spirituous liquors at a function located on premises other than those occupied by a first, first and third, or second class licensee to sell alcoholic beverages.

MALT BEVERAGES — All fermented beverages of any name or description manufactured for sale from malt, wholly or in part, or from any substitute therefor, known as beer, porter, ale, and stout, containing not less than 1% nor more than 16% of alcohol by volume at 60° F. However, if such a beverage has an alcohol content of more than 6% and has a terminal specific gravity of less than 1.009, it shall be deemed to be a spirit and not a malt beverage.

VINOUS BEVERAGES — All fermented beverages of any name or description manufactured or obtained for sale from the natural sugar content of fruits, or other agricultural product, containing sugar, the alcoholic content of which is not less than 1% nor more than 16% by volume at 60° F.

§ 7-5. Prohibition.

- A. It shall be unlawful for any person to have possession of any alcoholic beverage on, under or above any land, premise or building owned or leased by the Town of Norwich. This includes the portion of the Town Green owned by the Town of Norwich adjacent to the Marion Cross School property.
- B. It shall be unlawful for any person to consume any quantity of an alcoholic beverage on, under or above any land, premise or building owned or leased by the Town of Norwich in-

cluding in a motor vehicle.

§ 7-6. Waiver.

The Selectboard may grant a written waiver of the provisions of this ordinance for the possession and consumption of "malt beverages" and "vinous beverages" in Tracy Hall subject to the following conditions:

- A. That the request for the waiver be submitted to the Town Manager's office not less than 45 days before the planned event and include the "Request to Cater Malt and Vinous Beverages and Spirituous Liquors" that will be submitted to the Vermont Liquor Control Board.
- B. That the sponsoring organization requesting the waiver is a nonprofit Norwich organization that provides a direct and measurable benefit to Norwich.
- C. That the caterer has a caterer's permit from the Vermont Liquor Control Board.
- D. That the caterer has a current insurance policy covering catered events at which alcohol is served and that the Town of Norwich is named as an additional insured.
- E. That the caterer uses trained servers.
- F. That the waiver be for not more than 12 hours in a two-day period.
- G. That a maximum of two waivers be granted in any twelve-month period to the same sponsoring organization.

§ 7-7. Penalty.

Any person who violates any provision of this ordinance shall be subject to the following fines and waiver penalties:

	Fine	Waiver Penalty
1st offense	\$25	\$15
2nd offense	\$50	\$35
3rd and subsequent offenses	\$100	\$70

§ 7-8. Enforcement.

The Norwich Police Department shall be the designated enforcement officers. They shall issue complaints and may be the appearing officer at any hearing held pursuant to a complaint.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), made as of the 9th day of June, 2022, by and between the **Town of Norwich**, a municipality located in the County of Windsor and State of Vermont (hereinafter referred to as the “TOWN”) and the **Norwich School District** (hereinafter referred to as the “DISTRICT”), a member district in School Administrative Unit (SAU) 70, an interstate school district comprising the towns of Hanover, New Hampshire, and Norwich, Vermont (hereinafter referred to individually, a “PARTY” and, collectively, as the “PARTIES”).

WITNESSETH:

WHEREAS, by Warranty Deed of Archibald M. Peisch and Josephine L. Peisch, husband and wife, dated March 27, 1974, and recorded in Book 49, Pages 27—29 of the Town of Norwich Land Records, the TOWN owns a +/- 35—acre parcel of land, known as the Milton Frye Nature Area (the “MFNA”) (a/k/a the “Norwich Nature Area” or “Protected Property”), that is located southerly of the DISTRICT’S property on which it operates the Marion Cross Elementary School; and

WHEREAS, by Warranty Deed of the Norwich Town School District, dated May 5, 1977, and recorded in Book 55, Pages 302—304 of the Town of Norwich Land Records, the District conveyed three parcels of land to the Town, including the Huntley Meadow, pursuant to voter authorization and conditions established in the Warranty Deed which provide as follows: “To determine whether the Norwich Town School District shall convey the Huntley Meadow property to the Town of Norwich, Vermont with the express understanding that, in the event of future additional space needs, a portion of the Peisch property would be made available for such use”; and —

WHEREAS, the MFNA is subject to a Grant of Development Rights and Conservation Restrictions, dated February 28, 2002, and recorded in Book 145, at Pages 367—378, of the Norwich Land Records (the “Conservation Easement”), held by the Upper Valley Land Trust (“UVLT”), and a Management Plan entitled “MANAGEMENT PLAN FOR THE TOWN—OWNED LAND (“PROTECTED PROPERTY”), Milton Frye Nature Area, Norwich, Vermont (Updated April 2017), recorded in Book 227, at Pages 758—765, of the Norwich Land Records; and

WHEREAS, the Conservation Easement authorizes use of the MFNA for educational purposes and the Management Plan specifically contemplates the potential use of portions of MFNA as “outdoor classrooms” for the benefit of students at the Marion Cross School (“MCS”); and

WHEREAS, the Conservation Easement grants to the TOWN the right to issue licenses authorizing the non—commercial use of the MFNA for recreational and educational purposes; and

WHEREAS, the Management Plan gives the TOWN responsibility to maintain the existing trail system in the MFNA and further provides that all trail building, clearing of trees for outdoor classrooms or appurtenances, including but not limited to fire pits, play structures or other equipment, will be entirely under the direction of the TOWN, in consultation with UVLT; and

WHEREAS, the TOWN and the DISTRICT have, historically, executed memoranda of understanding to facilitate an exchange of access rights, whereby the DISTRICT has allowed the Norwich Recreation Department to access certain DISTRICT—owned property, for a fee, and has provided the Recreation Department with certain ancillary services, in exchange for the TOWN allowing the DISTRICT access to and use of the MFNA for educational purposes; and

WHEREAS, the Covid—19 pandemic has resulted in the DISTRICT’s increased use of the MFNA and existing outdoor “classroom” spaces and the related need for walkways/trails that are accessible to all students, including students with disabilities; and

WHEREAS, the TOWN’s Recreation Department continues to desire access to and the use of DISTRICT—owned property, both indoor and outdoor, together with certain additional services; and

WHEREAS, the TOWN and the DISTRICT each have the authority to grant to the other the access, rights and permissions provided by this Agreement; and

WHEREAS, the TOWN and the DISTRICT each desire to enter upon and use the Property of the other, subject to this Agreement, for a term of not less than ten years; and


WHEREAS, the TOWN is willing to grant permission to the DISTRICT, its employees, students, teachers, volunteers, agents or contractors, to enter onto the MFNA for public educational purposes, as described above; and

WHEREAS, the DISTRICT is willing to grant permission to the TOWN, acting through its elected and appointed officials, employees, agents, board and commission members, and members of the public participating in or acting in furtherance of TOWN Recreation Department’s programing, to enter onto property of the DISTRICT, as identified below, and to provide certain additional services to the TOWN in connection with its use of DISTRICT property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

A. DISTRICT'S USE OF MFNA

1. TOWN grants to DISTRICT, and DISTRICT accepts from TOWN, a right of entry and license to enter upon and use the MFNA for educational purposes, including but not limited to outdoor classroom spaces, outdoor nature walks on existing trails and roads, dispersed recreational activities, wildlife watching and viewing, removal of dead vegetation and related educational uses and other purposes not inconsistent with the Conservation Easement and Management Plan (collectively, the "Permitted Activities").

2. In connection with and covered by the Permitted Activities, the DISTRICT shall have the right, at its sole cost and expense, to install and maintain a walkway or trail on the MFNA property, meeting all current, applicable minimum standards/guidelines for accessible design of outdoor recreational trails and/or other applicable provisions of State and federal law and/or regulations related to accessibility for persons with disabilities, to access the outdoor classrooms. The PARTIES agree that it shall be the DISTRICT'S exclusive obligation to ensure the proposed walkway/trail's compliance with all applicable standards/guidelines for accessible design of outdoor recreation trails and/or other applicable provisions of State and federal law and/or regulations related to accessibility for persons with disabilities for as long as the walkway/trail is used for educational purposes or provides access to outdoor classrooms. For the avoidance of doubt, all liability related to installation, maintenance (or lack thereof), user safety and (in)accessibility of the walkway or trail, and related areas including outdoor classrooms, shall reside solely and exclusively with the DISTRICT, and not the TOWN. For its part, the TOWN understands and acknowledges that it assumes all responsibility for the appropriate and proper maintenance of the MFNA, as set forth in the Management Plan, which is incorporated herein by reference. Specifically excluding the walkway/trail and related areas including outdoor classrooms referenced above. 

3. Said walkway/ trail and existing outdoor classrooms shall be depicted on a plan prepared by a Vermont licensed engineer or other qualified individual and said plan shall be recorded in the Town of Norwich Land Records. Prior to submitting a permit application to construct the walkway/trail, the DISTRICT shall submit a copy of the plans for the walkway/trail to the TOWN which, in consultation with UVLT, may provide any comments or requested modifications that they may have on any aspect of the

walkway/trail proposal. Such comments or requested modifications, whether or not adopted or implemented, shall not relieve the DISTRICT of its compliance obligation under the foregoing Paragraph and any liability for non—compliance shall rest solely with the DISTRICT. The Town and UVLT shall sign any proper zoning/land use permit applications as the landowner and the holder of the development rights and conservation restrictions, respectively, on the MFNA, with such signatures not to be unreasonably withheld. No new outdoor classrooms shall be established without prior approval of the TOWN and UVLT.

4. DISTRICT'S entry rights are specifically limited to the Permitted Activities and shall not include any other activities unless specifically authorized by the parties. DISTRICT shall be responsible for any and all costs related to the Permitted Activities, including permitting costs and costs related to the installation, operation and removal of materials and equipment necessary for the Permitted Activities.
5. DISTRICT agrees to comply with all local, state and federal laws, rules and ordinances, including environmental laws and zoning codes, applicable to the Permitted Activities. DISTRICT further agrees to exercise due care in the performance of all Permitted Activities as part of its use of the MFNA, and not to unreasonably interfere with the TOWN'S own use thereof (or that of the general public). DISTRICT shall be responsible for proper collection and disposal of any and all trash or refuse that is generated on the MFNA as a result of its exercise of its rights hereunder. In the event DISTRICT desires to use the Property for activities other than Permitted Activities described in Section 1, above (including outdoor fires), DISTRICT shall contact the TOWN as soon as reasonably practicable to make prior arrangements for its alternative use of the MFNA, which use may be permitted at the discretion of the TOWN.
6. The TOWN will ensure that the DISTRICT, its employees, students, teachers, agents or invitees, have access to use the MFNA for Permitted Activities during the DISTRICT'S school calendar year between the hours of 8:00 a.m. and 3:00 p.m., except in the event of an emergency.

B. TOWN'S USE OF DISTRICT PROPERTY

7. During those times between the hours of 8:00 a.m. and 9:00 p.m. on weekdays, and 8:00 a.m. and 5:00 p.m. on weekends, when the DISTRICT'S property is not being used by the District, the DISTRICT grants to the TOWN, and the TOWN accepts from the DISTRICT, a right of entry and license for the Norwich Recreation Department, its employees, agents and invitees, to enter upon the following DISTRICT property at MCS, for the

approximate time periods listed, in connection with the Department's recreational programming, which shall constitute a Permitted Activity on DISTRICT property:

- Gymnasium (1,200 hours)
- Multi—Purpose Room (500 hours)
- Room 145 – Art Room (as needed)
- Classroom Space – as determined by the Recreation Director and MCS Principal (500 hours)
- Classroom Space – summer day camp locations as determined by the Recreation Director and MCS Principal (as needed)
- Field space – as needed for sports programs and other special events (150 hours)
- Field space for the TOWN to prepare, build and maintain a seasonal ice—skating surface “rink” for recreational use. The TOWN shall be solely responsible for the seasonal maintenance of such rink, including any remedial work necessary in the spring. Further, said rink and its related activities is specifically included in the indemnification provision in Paragraph 19 of this Agreement.
- Other locations upon request, with advance notice

8. The TOWN, through the Norwich Recreation Department, shall provide the DISTRICT with written notice regarding the MCS property that the Recreation Department requires access to for recreation programming 30 days prior to the start of each season. At the earliest time possible, the TOWN shall notify the DISTRICT regarding any changes to the schedule.

Approximate dates for requests to be submitted:

Summer Season: May 1st
Fall Season: August 15th
Winter Season: October 15th
“Mud” Season: February 1st
Spring Season: March 30th

9. On days when school is cancelled the Superintendent of SAU 70, or a designee, shall notify the Norwich Recreation Department via phone or email regarding whether the MCS property is available for Recreation Department use. Failure to provide such notice shall be presumed to mean that the MCS property is available for recreational programming.

10. In addition to the access rights set forth above, the DISTRICT shall provide the TOWN with the following services in connection with the TOWN'S use of the MCS property:
 - Full custodial services during the DISTRICT calendar school year. Such services shall include, but are not limited to, cleaning, vacuuming, mopping, gym floor maintenance, and trash removal. The DISTRICT shall purchase all custodial supplies and equipment for this service.
 - Limited custodial services during the DISTRICT calendar school breaks. Such limited services include public bathroom cleaning and trash removal only.
 - The Norwich Recreation Department will incur the cost of any damage to the school property and shall leave DISTRICT property in the same condition that it was found, reasonable wear and tear excepted. The DISTRICT shall provide the TOWN with supplies, equipment, and training so that the Norwich Recreation Department may maintain and leave DISTRICT property in the same condition it was found.
11. Recognizing the added costs to the DISTRICT, including custodial, maintenance, security services incurred a result of the extensive access provided to the TOWN under this License Agreement, the Town agrees to pay the DISTRICT an annual payment of \$15,730 for each of the first five (5) years of the Agreement. Thereafter, the DISTRICT and the TOWN shall mutually agree upon the amount of the annual payment for the succeeding five years using the same cost methodology used to determine the payment for the initial period. The DISTRICT and the TOWN shall follow this same process and cost methodology for any renewal terms under paragraph #12. Said payment shall be made on or before December 1 of each year.

C. General Provisions

12. This Agreement shall have a term of ten years from the date hereof. The term of this Agreement shall be automatically renewable for two consecutive five—year renewal terms unless either PARTY provides written notice to the other of termination at least ninety (90) days prior to the end of any term. The PARTIES shall annually review the Agreement to evaluate its terms and conditions.
13. Unless otherwise agreed in writing, in the event this Agreement expires or is terminated, each PARTY shall promptly remove any and all structures, materials, and equipment from the Property of the other PARTY and shall restore any damage caused by its activities to the property of the other, reasonable wear and tear and inclement weather—related delays excepted.

14. All notices required under this Agreement shall be provided in writing, via certified mail, to the following addresses:

If to the TOWN:

Norwich Town Manager
Town of Norwich
Tracy Hall
300 Main Street
P.O. Box 376
Norwich, VT 05055

If to the DISTRICT:

Principal
Marion Cross School
22 Church Street
Norwich, VT 05055
with a copy to

Superintendent
SAU 70
41 Lebanon Street, Suite 2
Hanover, NH 03755

15. Each PARTY shall, at its own cost, procure and maintain property/casualty insurance coverage on all of its personal property located on the real property of the other PARTY in an amount equal to the full replacement cost thereof, and general liability insurance, including coverage for bodily injury, property damage, personal injury, products and completed operations, and contractual liability with the following minimum limits of liability: Two Million Dollars (\$2,000,000) per each occurrence for bodily injury (including death), property damage and personal injury and Four Million Dollars (\$4,000,000) aggregate for bodily injury (including death) and property damage of products and completed operations, all as applicable. These limits may be provided in any combination of primary and umbrella/excess insurance. All such insurance shall be procured from a financially responsible insurance company or companies authorized to do business in the State of Vermont.
16. Each PARTY agrees that its Permitted Activities shall not cause unreasonable interference to the use or quiet enjoyment of the property of the other PARTY. Each PARTY covenants and warrants to the other that it has inspected the involved property, determined it is fit for the Permitted Activities and accepts the property "as is, where is" with all faults. Neither PARTY shall be responsible to the other for any loss, damage, injury or other claim or expense that may occur to any property of the other or to any officer, official, employee, student, teacher, agent, volunteer, invitee or guest of the other by reason of any accident, fire or any other cause whatsoever, including but not limited to the property owner's own negligence except as set forth below. Each PARTY acknowledges that as a condition precedent to this Agreement that it shall have no cause of action against the other PARTY for damage, injury or loss to person or property, from any cause whatsoever,

except that which may result from the property owner's own gross negligence or willful damage, injury or loss.

17. To the extent permitted by law, the DISTRICT shall indemnify, defend and hold the TOWN harmless from and against all losses, damages, expenses (including reasonable attorney fees), judgments, settlements or claims for bodily injury, personal injury (including death), or property damage arising from or related to the installation, maintenance (or lack thereof), user safety and (in)accessibility of the walkway/trail that is the subject of this Agreement. Without limitation, this "indemnification" provision shall cover any instance in which a person having the legal right to access public educational facilities and services claims, individually or through their legal representative, that they were unable to do so because of the design, construction or maintenance of the walkway/trail contemplated herein.
18. To the extent permitted by law, the TOWN shall indemnify, defend and hold the DISTRICT harmless from and against all losses, damages, expenses (including reasonable attorney fees), judgments, settlements or claims for bodily injury, personal injury (including death), or property damage arising from or related to the TOWN'S entry and use of DISTRICT property by its agents, employees, and invitees pursuant to Paragraphs #7 through # 10 of this Agreement. Without limitation, this "indemnification" provision shall cover any instance in which a person enters the DISTRICT'S property for the purpose of observing or participating in a TOWN sponsored activity on DISTRICT property.
19. If either PARTY should default or fail to perform any material covenant or obligation arising hereunder, and should such default or failure continue for thirty (30) days after the receipt of written notice from the other PARTY, then the non—defaulting/non—failing PARTY may, at its sole discretion and upon prior written notice to the defaulting/failing PARTY, immediately terminate all of rights and privileges granted herein, and thereafter, this Agreement and the license granted hereunder shall be of no further force or effect. Notwithstanding the foregoing, the above—referenced 30—day period shall be subject to extension to the extent the failure is not reasonably susceptible of being cured within 30—days, so long as the defaulting/failing PARTY has commenced, and is diligently proceeding with, the cure.
20. Neither PARTY shall assign this Agreement or its rights hereunder, except to a successor entity as stated herein, without the advanced written consent of the other PARTY, which may be given, withheld or denied at the non—requesting PARTY'S sole and complete discretion. In the event of a merger or similar consolidation involving a PARTY, this Agreement may be assigned to a PARTY'S successor entity.

21. It is hereby declared by and between the PARTIES that it is not the intention of either PARTY to create between them the relationship of landlord and tenant. Rather, this Agreement is intended solely to create a right during the term hereof on the part of one PARTY, personal to that PARTY, to conduct Permitted Activities on the Property of the other PARTY in the manner described herein.
22. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the PARTIES hereto or constitute or be deemed to constitute any Party as the agent or employee of the other PARTY for any purpose whatsoever, and neither PARTY shall have authority or power to bind the other PARTY or to contract in the name of, or create a liability against, the other PARTY in any way or for any purpose.
23. Neither PARTY shall be responsible for lost profits or other consequential damages that may arise out of a breach of this Agreement.
24. This Agreement constitutes the entire understanding between the PARTIES with respect to the activities contemplated by this Agreement. All prior agreements or understandings, but specifically excluding the DISTRICT'S right to request additional space on a portion of the Peisch property to meet its needs, as referenced in the May 5, 1977 Huntley Meadows Warranty Deed, whether oral or written, are superseded. This Agreement may be amended only by a written document executed by the PARTIES. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one in the same instrument. By their execution hereof, the PARTIES waive the benefit of any rule that this Agreement is to be construed against one PARTY or the other.
25. This Agreement shall be governed by the laws of the State of Vermont, without regard to conflict of law principles. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through direct negotiation, the PARTIES agree first to try in good faith to settle their dispute by mediation within 90 days, administered under 12 V.S.A., Chapter 194, and applicable Vermont court rules, before resorting to litigation. The PARTIES shall share equally in the costs of mediation. If the parties cannot agree on a mediator, then a mediator shall be chosen, through a process by which each PARTY designates a third—party representative who together shall select a third—party mediator.
26. The provisions of this Agreement are severable. If any provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be severed, and the remainder of the

Agreement shall continue in full force and effect. Thereafter, the PARTIES shall work in good faith to reform this Agreement to give effect to the original intent of the PARTIES as closely as possible.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals on the date written below.

Date: June 9, 2022 **TOWN OF NORWICH**

By: 
Duly Authorized Agent

Date: _____ **NORWICH SCHOOL DISTRICT**

By: _____
Duly Authorized Agent

The UPPER VALLEY LAND TRUST (UVLT) executes this License Agreement merely to evidence its consent hereto. UVLT shall have no other obligations with respect to the Agreement or enforcement thereof and nothing in the Agreement shall alter the Town's obligations under the Conservation Easement and Management Plan, except as expressly provided herein.

Date: _____ **UPPER VALLEY LAND TRUST**

By: _____
Duly Authorized Agent

RECEIVED
April 27 A.D. 2018
AT 2 O'CLOCK 45 MIN P M
AND RECORD IN Land Records
BOOK 227 PAGE 758-765
ATTEST
C. J. Judd
TOWN CLERK, NORWICH, VERMONT

MANAGEMENT PLAN FOR THE TOWN-OWNED LAND ("PROTECTED PROPERTY"), Milton Frye Nature Area, Norwich, Vermont (Updated April 2017)

I. INTRODUCTION

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

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

2. VISION STATEMENT

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

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

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

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

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

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

3. MANAGEMENT GOALS

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

1. 1. 1. UVLT retains all development rights. No residential, industrial or commercial activities shall be permitted. This reservation is a standard land protection technique designed to preserve the property as open space.
2. 2. 2. No buildings or structures (excepting the educational classroom structure that currently exists), or built-improvements are permitted, except as expressly authorized in the Deed and outlined below (see Section 5., 5.1.d). The only other structures or improvements authorized are trails, related improvements such as timber steps and waterbars, and stream crossings of *de minimus* design and impact.

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

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

4. GOVERNANCE

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

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

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

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

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

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

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

5. MANAGEMENT AND PROTECTION OF THE NATURAL COMMUNITY

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

5.1 Preservation of Natural State

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

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

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

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

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

5.2 Management of Forest Resources

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

In the conservation easement, the Town retains the right to manage the forest on the protected property. Forest management activities must follow a forest management plan that the Upper Valley Land Trust has approved. It maybe be amended or revised by forest professionals as the forest ages and changes. It may also be amended to include more extensive manipulation of the natural resources on this property, including changes in trail location or cutting of more than a few plants for educational purposes with permissions as outlined below.

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

- • Interpretive signs, benches and other structures related to non-motorized recreation may be placed or moved.
- • Trees may be cut if they are hazards because of rot, broken branches or weak form.
- • Branches may be trimmed to keep trails clear.
- • Trees may be cut and used for bridges, water bars or other trail structures on the protected property.

More substantial changes or activities must be communicated to the Selectboard and UVLT.

Activities that would be considered substantial include:

- • Building a new trail or relocating an existing trail.
- • Cutting trees larger than 10" in diameter to change forest structure such as to retard or advance natural succession or to change wildlife habitats or for income.
- • Creating a pond.

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

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

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

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

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

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

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

6. PUBLIC ACCESS, ENTRANCES, AND PARKING

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

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

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

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

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

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

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

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

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

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

7. EDUCATION

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

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

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

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

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

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

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

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

8. TRAILS, RECREATION, AND TRAIL LINKAGES

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

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

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

8.3 There shall not be any unauthorized camping, fire building, horseback riding, trapping or collection of mineral, soil, plant or wildlife specimens within the Property, or motorized or mechanical vehicles, including bicycles*, on the Protected Property, except for wheelchairs or other aids for handicapped persons. *Organized youth beginner biking programs shall be allowed with prior authorization from the NCC and the Trail Steward. Unsupervised biking shall not be allowed.

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

8.5 The vehicular R.O.W. access is limited to maintenance, emergency and event service

vehicles, and for access by handicapped persons.

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

9. SIGNAGE

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

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

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

10. CULTURAL AND HISTORICAL RESOURCES

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

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

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

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

TITLE: Assistant Recreation Director

SUPERVISOR: Recreation Director

PRIMARY FUNCTION: Under the direction of the Recreation Director, the Assistant Recreation Director is responsible for assisting in the management of all athletic facilities and programs. The Assistant Recreation Director will be responsible for the following seasonal tasks. (This list is subject to change):

General

- Review and make recommendations to the 'Buildings & Grounds - Opening/Closing' documents with the Recreation Director. Assist with light duty tasks and coordination as outlined *(Winter/Fall)*
- Assist with compiling and keeping an accurate inventory document, including equipment retirement, and required safety updates. *(Winter)*
- Review the online Facilities Calendar, and ensure that scheduling does not overlap within programs, events, and field rentals.

Huntley Meadows

- Schedule turf maintenance outside of program/events. This includes aeration, overseeding, spot seeding, fertilizing/composting, and mowing of all athletic fields. *(Spring and Fall)*
- Assist in creating a field rotation schedule for athletic practices and games. *(Summer)*
- Attend workshops and trainings on turf restoration, playground safety, ABA/ADA compliance and facility maintenance to keep up to date with best practices in our area. *(annually)*
- Assist in the set up of athletic fields, fences, bases and goals for each seasonal sport, lining all fields on a weekly basis. *(Spring/Fall)*
- Organize seasonal maintenance at the playground *(Spring/Fall)*.
- Ensure that facilities are prepared for programs 30 days before opening. *(Spring/Summer/Fall/Winter)*
- Refresh lines on fields as needed

Barrett Memorial Playground

- Schedule turf maintenance. This includes aeration, overseeding, spot seeding, fertilizing/composting and mowing the field. *(Spring and Fall)*
- Maintain the schedule for use of the on-site bread oven. Train all new users of the oven. When requested, light and/or extinguish the oven for events. *(Spring/Summer/Fall)*
- Ensure that the area is prepared within 30 days of rental season opening. *(Spring/Summer/Fall)*

Town Green

- Request and coordinate volunteers to set up, maintain and then remove the ice rink. Ice maintenance will work around the Marion Cross School schedule. *(Winter)*
- Assist with setting up soccer goals and lining two U8 regulation size soccer fields. *(Spring/Summer/Fall)*. Nets are to be removed in conjunction with our seasonal closing document.

Norwich Nature Area

- Attend meetings of the Norwich Nature Area/Milton Frye Nature Area Committee, and the Conservation Commission to report on the status of the forest and ABA trail system. *(Annually)*
- Monitor the Nature Area as needed and carry out light duty forestry care after consultation with the Recreation Director. Recommend more intensive forestry management when required. *(Spring/Summer/Fall/Winter)*
- Read and become acquainted with the Forestry Management Plan for the Nature Area. Consult with the Recreation Director if any current use of the area falls outside of the plan.

Athletic Scheduling

- Attend Upper Valley Recreation Association meetings for scheduling lacrosse, baseball, basketball and soccer games *(Spring/Fall/Winter)*
- Maintain the game schedule, including mid-season changes, cancellations and rescheduling *(Spring/Fall/Winter)*
- Staff officials for all home games *(Spring/Fall/Winter)*
- Assist with coaches training and background checks *(Spring/Fall/Winter)*
- Refresh field lines before games, as needed *(Spring/Fall/Winter)*

Summer Scheduling

- Assist the Recreation Director in the facilitation of camps and any in-service/afterschool programs *(Spring/Summer/Fall/Winter)*

To ensure that the tasks outlined above are being performed on time and with the required amount of support, this staff member will meet weekly with the Recreation Director. We seek to provide a platform for open communication regarding facility/staff updates, needs and concerns.

SKILLS/KNOWLEDGE REQUIRED:

- Two-year college degree in a related field or equivalent amount of relevant experience
- Ability to pass Criminal Record background check
- Strong computer and communication skills
- Energy, maturity, leadership skills, strong initiative, and ability to work independently
- Ability to engage respectfully the public, coworkers, and municipal leadership.



Job Title: Recreation Director
Department: Recreation

FLSA Designation: Exempt
Pay Classification: 21

1. JOB SUMMARY

- 1.1 Reporting to the Town Manager, this position is responsible for directing the development and provision of recreation programming for town residents, along with all departmental administrative functions.

2. MAJOR DUTIES

- 2.1 Plans, develops, organizes, promotes, and directs diversified recreation activities for citizens of all ages.
- 2.2 Prepares and distributes seasonal recreation brochures/flyers.
- 2.3 Posts program information to web site, including setting up on-line registration.
- 2.4 Recruits and trains part-time staff, instructors and volunteers; assigns, schedules, supervises, evaluates and disciplines personnel; processes employee time sheets.
- 2.5 Reviews and analyzes the effectiveness of programs and activities and recommends and implements program additions, deletions and revisions.
- 2.6 Purchases equipment and supplies, plus T-shirts to sell and uniforms as well as coaches' jerseys.
- 2.7 Performs seasonal inventories of equipment and supplies.
- 2.8 Coordinates special community events.
- 2.9 Coordinates the maintenance and scheduling of sports fields, Barrett Park, and other facilities.
- 2.10 Recruits and organizes coaches, umpires, and other officials.
- 2.11 Attends meetings of the Recreation Council and the Upper Valley Recreation Association.
- 2.12 Prepares and manages the Recreation Department budget.
- 2.13 Performs related duties to ensure timeliness, efficiency, and excellence of services/programs.
- 2.14 "Sample" of some of the position's duties are included in the Appendix to this position description.
- 2.15 Organizes on-going seasonal youth sports volunteers must be recruited and booked. Scheduling games and officials as well as securing indoor and outdoor space for all activities is essential.

3. KNOWLEDGE REQUIRED BY THE POSITION

- 3.1 Knowledge of public recreation principles.
- 3.2 Knowledge of marketing principles.
- 3.3 Knowledge of the rules, regulations and standards governing a variety of sports.
- 3.4 Knowledge of department and town policies and procedures.
- 3.5 Knowledge of computers and job related software programs, including the Internet and on-line registration.
- 3.6 Skill in the analysis of problems and the development and implementation of solutions.
- 3.7 Skill in the preparation of clear and precise reports.
- 3.8 Skill in oral and written communication, especially quality "customer service" principles and practices.

4. SUPERVISORY CONTROLS

- 4.1 The Town Manager assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

5. GUIDELINES

- 5.1 Guidelines include town Recreation Guidelines and those of the Upper Valley Recreation Association guidelines, and other town policies and procedures. These guidelines require judgment, selection and

interpretation in application. This position develops department guidelines.

6. COMPLEXITY/SCOPE OF WORK

- 6.1 The work consists of varied program management duties. The variety of programs to be managed contributes to the complexity of the position.
- 6.2 The purpose of this position is to direct the town's recreation programming. Success in this position contributes to the delivery of quality programming to area residents.

7. CONTACTS

- 7.1 Contacts are typically with co-workers, volunteers, participants and members of the general public.
- 7.2 Contacts that typically involve providing services, selling uniforms, giving or exchanging information, resolving problems, and motivating or influencing persons.

8. PHYSICAL DEMANDS/ WORK ENVIRONMENT

- 8.1 The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, walking, bending, crouching, or stooping. The employee frequently lifts light and heavy and awkwardly shaped objects, climbs ladders (Tracy Hall attic), and distinguishes between shades of color.
- 8.2 The work is typically performed in an office, in Tracy Hall, Marion Cross School, or outdoors while a program/event is underway, occasionally in cold or inclement weather.

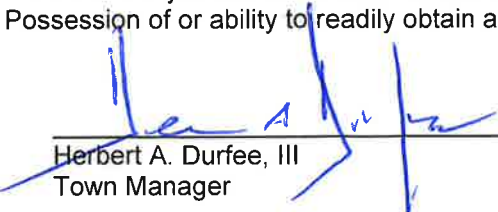
9. SUPERVISORY AND MANAGEMENT RESPONSIBILITY

- 9.1 This position has direct supervision over a variety of part-time and seasonal personnel and various volunteers. The Director must be able to effectively manage these persons.

10. MINIMUM QUALIFICATIONS

- 10.1 Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- 10.2 Competency with computers and digital technology (e.g., software, digital bulletin boards, Internet, e-mail, etc.), including use of on-line registration systems.
- 10.3 Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the department to direct and coordinate work within the department. This usually is interpreted to require a minimum 3-5 years of successful related experience.
- 10.4 Possession of or ability to readily obtain a valid driver's license.

Approved:


Herbert A. Durfee, III
Town Manager

Effective Date: November 21, 2018

Appendix
All in a Day's Work...

- A-1: Create accurate Invoices for Instructors, Officials, and other persons paid by the Recreation Department to submit to the Finance Department.
- A-2: Answer all department phone calls, voicemails, e-mail, and other forms of communications.
- A-3: Carry out annual bulk equipment order through BSN Sports.
- A-4: Apply for grants and administer any resulting awards (e.g., Women's Club Grants), including equipment purchases, material preparation, cash/in-kind match amounts, etc.
- A-5: Prepare/Print/Publish seasonal brochures (spring, summer, fall, and winter).
- A-6: Set up all recreation programs, by season, both physically and on-line.
- A-7: Sort and organize all equipment, by season and program/sport. Compile list and order needed equipment.
- A-8: Set up equipment bags for teams with appropriate items for the level of play.
- A-9: Conduct an inventory of T-shirts, hats, uniforms (baseball).
- A-10: Recruit/schedule officials/umpires.
- A-11: Send game confirmations to coaches, officials/umpires, and municipalities with whom we play.
- A-12: Confirm and/or advertise staffing for relevant programs, especially summer programs.
- A-13: Advertise, run, and work at "Touch-A-Truck" Day, Labor Day Race, and other single day activities – often serving as coordinator of volunteers for each event.
- A-14: Line up sponsors, follow-up with them, and ultimately send thank you letters to them.
- A-15: Establish physically and an on-line field schedule for coaches and participants' reference, including games and practices for fields at Huntley Meadow and on the Town Green. This effort also needs to be carried out for the Town's rec teams as well as those renting space from the Town. The schedule requires prompt updates as warranted (e.g., cancellations).
- A-16: Solicit and gather donated prizes and organize them for awards ceremonies, as applicable.
- A-17: Organize and actively participate in the Norwich Recreation Council's meetings.
- A-18: Help maintain the Recreation Department webpage.
- A-19: Schedule and attend meetings with seasonal volunteer staff to provide them with proper orientation.
- A-20: Book space for all programs by completing appropriate Marion Cross School Community Rental Requests on-line, and confirm space with the Town Manager's Office for Tracy Hall.
- A-21: Regularly sort Rec Department items stored in the Tracy Hall attic, and update items as applicable and warranted.
- A-22: Carry out other tasks necessary to ensure a successful and positive recreational experience for participants of all ages.

NORWICH FIRE DEPARTMENT
APRIL SB REPORT



PREPARED BY: FIRE CHIEF ALEX NORTHERN

DATE: 5/3/2023

Thank you for reading my attached safety report. Many of our town residents work from home or are at home providing child/elder care. I hope this is informative for you.

Sincerely,

Alexander Northern

Town of Norwich Fire Chief

We are looking for new volunteer members. For those considering joining the NFD, please visit <http://norwichfire.com/recruiting-q-a/> for further information. Or, for more information about the Department, including recruiting, contact Norwich Fire Chief Alex Northern: anorthern@norwich.vt.us; 802/649/1133.

April FIRE CALLS	12
April EMS CALLS	18
April FIRE MUTUAL AID	2



ELECTRICAL SAFETY

While Working From Home



Do you have a **home office** or **work from home**? Follow these **electrical safety tips** to keep you and your home safe from electrical hazards.



1 Avoid **overloading outlets**.



2 **Unplug appliances** when not in use to save energy and minimize the risk of shock and fire.



3 **Regularly inspect** electrical cords and extension cords for damage.



4 Extension cords should only be used on a **temporary basis**.



5 Never plug a space heater or fan into an **extension cord** or **power strip**.



6 Never run cords under **rugs / carpets, doors, or windows**.



7 **Plug in smartly**. Make sure cords do not become tripping hazards.



8 Keep papers and other potential combustibles at least **three feet** away from space heaters and other heat sources.



9 Make sure you use **proper wattage** for lamps / lighting.



10 Make sure your home has **smoke alarms**. Test them monthly, change batteries yearly, and replace the unit every 10 years.



NORWICH POLICE DEPARTMENT



CHIEF OF POLICE
WADE R. COCHRAN

P.O. Box 311 ~ 10 Hazen Street ~ Norwich VT 05055 ~ 802-649-1460 ~ FAX 802-649-1775 ~ E-MAIL
wade.cochran@vermont.gov

MONTHLY REPORT APRIL 2023

PREPARED BY: Wade Cochran, Chief

DATE: May 1, 2023

The Norwich Police Department responded to 133 calls for service during the month of April. Officers made 29 motor vehicle stops, resulting in 11 tickets and 15 written warnings. Additionally, Officer Maxham arrested a 30-year-old male for Gross Negligent Operation. Officer Maxham initially stopped the male for failing to stop at the stop sign on Main Street. When she advised him that he was wanted in NH, he fled the scene. The subject was then stopped by Hanover PD and taken into custody on the warrant.

Our next Coffee with a Cop is scheduled for May 17th at 6 pm. We will kick off the meeting with a short observance of Police Week.

The entire department participated in NESPIN training on April 5. NESPIN (New England State Police Network) is one of six regional intelligence centers that provides intelligence, research, and information sharing to law enforcement agencies. Officer Maxham attended a week-long DUI Certification class. This class provides officers with the knowledge and skills to identify impaired drivers and process them for DUI. Sgt. Rogers provided two hours of firearms training for Officers Ingraham and Maxham.

As Police Chief for Norwich Police Department, I continue to learn more about the Department and the Town we serve. I have been updating policies as well as assessing the need for replacement of our very outdated equipment. Sgt. Rogers and I continue to search for grants and other ways of funding. It is my plan to discuss possible purchases with the board on May 10th at the selectboard meeting.

Officer Maxham and Sgt. Rogers have been with NPD for a few months now and bring a great deal of knowledge and skill to the agency. NPD is very lucky to have three outstanding officers such as Officer Ingraham, Officer Maxham, and Sgt. Rogers. I should also mention how smoothly the agency runs thanks to Judith Powell. Without her knowledge and skill, my job alone would be difficult.

As we enter May, I would like to ask people to be careful on the roads that we share with runners, children, bicyclists, and motorcycles. At times they are hard to see on our narrow Vermont roads so using extra caution will ensure everyone makes it home safe. This year's *Buckle Up Campaign* runs from May 22 – June 4. Here in Vermont more people died on our roadways in both 2021 and 2022 than in any year since 2012.

Wade Cochran
Chief of Police