

Norwich Selectboard

Regular Meeting – July 26, 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: 888-475-4499 (Press *9 to raise hand; Press *6 to unmute after recognized by Chair)

Welcome

1. Agenda..... Motion required.

Correspondence, AP Warrant, Minutes – SB considers each category. Public comment possible.

2. Minutes – July 12, 2023 meeting minutes..... Motion(s) required.

3. Correspondence..... Motion required.

4. AP Warrant(s), if any..... Motion(s) possible.

Public Comments for Items not on the Agenda.

Informational Items – Important information for which there will be no immediate action.

- Report from Town Clerk and discussion of digitized records contract
- Verbal report from: Interim Town Manager

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

5. Contract for Better Bin application.....Motion(s) anticipated.

6. Hemlock Rd. Closure & Repair – update from DPW Director and Stantec.....Motion(s) anticipated/possible.

7. Kids’ Bridge request for fundraising approval.....Motion(s) possible.

8. Recreation Dept. Scholarship Fund Adjustment and FundraisingMotion anticipated/possible.

9. Update on Katucki v. Norwich litigation, possible Executive Session under 1 V.S.A. § 313(a)(1)(E) to invite counsel and the ITM at 7:30 p.m.....Motion(s) anticipated/possible.

10. Finance Dept. staffing contract issues, Executive Session anticipated under 1 V.S.A. §313(a)(1)(A)Motion(s) anticipated/possible.

11. Update on collective bargaining, Executive Session anticipated under 1 V.S.A. §313(a)(1)(B)Motion(s) anticipated/possible.

12. Selectboard procedure for Hennessey and future solar array projects ..Motion(s) anticipated/possible.

13. RFP for Town Manager position and planning for ITM review.....Motion(s) possible.

14. Possible continuation of Tracy Hall update planning.....Motion(s) anticipated/possible.

Check-in for Work in Progress

Interim Town Manager’s Office

- Personnel Policies
- H.R. structure, ID nature of assistance, scope/purpose
- Wage Study
- Budget preparation for FY 24
-

Selectboard

- Committees: coordination with overall town priorities
- RFP for Town Manager position
- Norwich/Sharon Town Line
- Public Safety
- Financial Policies & Procedures

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

- Written monthly reports from: Police Dept., Fire Dept., Intermunicipal Regional Energy Coordinator

Discussion Items – Issues being framed for future action.

- None

Future Meeting Dates

- August 9 and 23, 2023

Adjournment

DRAFT Minutes of the Selectboard Meeting of
Wednesday, July 12, 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; Lily Trajman, Town Clerk; Wade Cochran, Police Chief; Officer Chelsea Maxham; Jeffrey Grout, TRORC Intermunicipal Regional Energy Coordinator; Neil Odell, Chair, Dresden School Board; Deputy Fire Chief Matthew Swett; John (“Jack”) Cushman; Demosthenes (“Demo”) Sofronas; Stuart Richards; Charlotte Metcalf; Linda Cook; Daniel Bornstein; Cole Flannery

Welcome. Meeting was called to order at 6:35 PM by Calloway. She also reminded that anyone wishing to join via Zoom must present with both first and last names, which will help prevent unwanted intrusions, commonly known as “Zoom bombing.”

1. Agenda. By consensus, Item 6, concerning an RFP for the Town Manager position, was deferred to a subsequent meeting, and Item 8A was added, concerning personnel issues in the Police Department. Layton moved, seconded by Vincent, to approve the agenda. **Passed Unanimously.**

2. Minutes. – June 21, 27, and 28, 2023. Amendments to the June 21 minutes were discussed, with consensus that Arnold would incorporate the changes approved as discussed. Layton moved, seconded by Smith to approve the minutes of June 21, 2023, including the changes discussed. **Passed Unanimously.**

Smith moved, seconded by Vincent, to approve the minutes of June 27. **Passed Unanimously.**

Smith moved, seconded by Layton, to approve the minutes of June 28 with two corrections as discussed. **Passed Unanimously.**

3. Correspondence. Layton moved, seconded by Smith, to accept the correspondence. **Passed Unanimously.**

4. AP Warrant. Layton moved to approve AP Warrant number 2010, seconded by Smith. **Passed Unanimously.**

At this point, several audience members expressed desire to speak to issues concerning the Police Department, including Demo Sofronas, who spoke for many in saying how disappointed he was to learn of the loss of yet another officer and wanted to hear what plans there may be to address the situation.

Lily Trajman said that while she's on the agenda to give a full report at the next meeting, she would take this opportunity to invite any interested citizens to request a tour of the Town Clerk's offices, including the vault, which contains many significant historical documents.

Richards said that he thinks the Planning Commission, of which he is a member made a "big mistake" deciding in a 4-3 vote not to open for reconsideration the letter regarding the current Norwich Solar Technologies proposal.

Duffy invited Chief Cochran to join the Board at the front of the room. He cautioned that not only is the Department about to lose one officer due to a resignation, but a combination of vacation time and unanticipated medical events will shortly reduce the cohort of active duty officers on the street to just himself. Both he and Duffy emphasized that they are very actively recruiting, though it's a tight market.

Metcalf presented a letter to the Board outlining her concerns about the future of Norwich policing, in particular asserting that there is no lesser need for policing on weekends.

Linda Cook said "It's a sad day for me in Norwich," reflecting on not only staffing issues but communication breakdowns she perceives across departments as well.

Dan Bornstein, describing himself as "a relative newcomer," said he would like to hear each Board member's position before entering executive session to discuss personnel matters.

Chelsea Maxham joined via Zoom to share her perspective as an outgoing officer, in particular focusing on issues with work/family balancing and travel requirements, and especially her experiences while "on-call", which she believes is underpaid and widely misunderstood as far more akin to free time than it really is.

Speaking for the Board as a whole, Calloway thanked Maxham for her service and wished her well. She also said she hopes people can understand that it's necessary to address some issues in executive session and only after relevant facts have been fully gathered.

Duffy reported that there are currently two open positions on the Development Review Board, one regular and one alternate. The deadline for applications is August 2, 2023.

5. Tracy Hall information/presentations. Jeff Grout summarized the report he submitted to the Board, the full version of which was included in this meeting's packet. He

emphasized the differences between an energy assessment and an energy audit, the first yielding a general overview while the second provides a more detailed view. His general recommendations include a geothermal system with electrical backup stored in batteries. He also noted, however, that since Norwich is a higher-income community in which fewer people have significant difficulty paying their energy bills, less assistance for such a program here may be available from the State.

In response to an inquiry from Smith, Grout emphasized his support for the intent of Article 36, but he is not confident that its goals can be fully met in the near future. To meet that need, he recommends investment in a new high-efficiency boiler.

Via Zoom, Trajman added that as Town Clerk she is statutorily required to be physically present in the building to grant access to the vault, whose contents cannot simply be moved to another location.

Also via Zoom, Neil Odell weighed in on a proposed hookup from the Town into the new septic system proposed for the Marion Cross School. Regrettably, ARPA funds may not be applied to the school's needs, but he wondered if perhaps they could offset any related Town expense. Since MCS is in the permitting stage already, he stressed that this would be the time for the Town to express any interest.

Duffy said that such an arrangement could prove to be a win-win, benefiting both the Town and the School.

Matt Swett joined the conversation, noting that he recently spoke with Ben Trussell, Town Custodian, who told him that with annual pumping, historically the Town's system has not presented significant problems, with the one exception resulting from overuse during a particularly effluent party. Even then, the issue was in the pipes, not the tank.

Addressing a discussion of what types of professional expertise might be best engaged for guidance of a general Tracy Hall renovation project, Jack Cushman, via Zoom, said the goals have already been made clear by the voters, namely to rapidly phase out fossil fuel use in Tracy Hall. He further emphasized that if an architect is chosen as the project lead, it should not be on the basis of personal connections.

Duffy said he will develop an RFP broadly enough defined to allow for the involvement of a broad range of specialties.

Layton moved, seconded by Vincent, to authorize the Interim Town Manager to develop and issue an RFP to engage a professional to establish goals for the Tracy Hall project and create design options to meet these goals. **Passed Unanimously.**

At this point in the meeting, Cole Flannery requested that the Board turn to the permitting issue of concern to him sooner rather than later. To accommodate him, the Board reshuffled the agenda such that Item 11 came next.

11. [taken out of order] Application for Liquor License. Flannery said he's been a Norwich resident for five years, is a Vermont Law School Graduate and served as a JAG for six years. The enterprise for which he's seeking a permit also builds on his background in the brewery industry. He said that he is not buying Norwich Wines & Spirits and has instead formed an LLC for the commercial sale of wine and beer, but not hard liquor. He is registered with the State and now wishes essentially to do the same with the Town, paying the \$70 fee required.

Layton moved, seconded by Vincent, to recess the meeting of the selectboard for the purpose of executing the duties of the local control commissioners under authority of 7 V.S.A. § 167 et seq. **Passed Unanimously.**

Selectboard recessed: 9:24 PM.

Layton moved, seconded by Smith, to approve the liquor license application for Uncle Jam Industries, DBA Half-Step Beer and Wine. **Passed Unanimously.**

Layton moved, seconded by Smith, to close the Norwich Liquor Commission session and reconvene the Selectboard meeting. **Passed Unanimously.**

Selectboard reconvened: 9:28 PM.

The Board took a break from 9:29 to 9:36 PM.

6. [items here resuming normal order] RFP for Town Manager position. Tabled.

7. Set Town Tax Rate. Layton moved, seconded by Smith, to set the Fiscal year 2023-24 Homestead Rate at \$2.6649 (equal to a school homestead rate of \$1.9960 plus a town rate with local agreement of \$0.6025 plus the monetary articles rate of \$0.0585 plus a Windsor County rate of \$0.0080) and the Non-Residential Rate at \$2.5365 (equal to a school nonresidential rate of \$1.8676 plus a town rate with local agreement of \$0.6025 plus the monetary articles rate of \$0.0585 plus a Windsor County rate of \$0.0080). **Passed Unanimously.**

8. Update on Finance Department. Layton moved, seconded by Vincent, 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 Executive Session under 1 V.S.A. § 313(a)(1)(A) to discuss the Finance Department and possible contract or contracts, and to invite the Interim Town Manager. **Passed Unanimously.**

Entered Executive Session: 11:12 PM. [this item taken out of sequence—see below]

Layton moved, seconded by Smith, to enter public session. **Passed Unanimously.**

Entered Public Session: 11:34 PM.

Item #8A Update on Police Department personnel Executive Session regarding contracts and labor relations agreements with employees. Layton moved, seconded by Vincent, 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 Smith, to enter Executive Session under 1 V.S.A. § 313(a)(1)(B) to discuss the Police Department personnel, and to invite the Interim Town Manager and the Chief of Police. **Passed Unanimously.**

Entered Executive Session: 9:37 PM.

Layton moved, seconded by Smith, to enter public session. **Passed Unanimously.**

Entered Public Session: 10:49 PM.

9. Recreation Scholarship Fund Deficit. Tabled.

10. Engagement letter with auditors: Sullivan, Powers & Co. Layton moved, seconded by Arnold, to authorize the Interim Town Manager to execute an engagement letter with auditors Sullivan, Powers & Co. for the FY 2023 audit. **Passed Unanimously.**

12. [for Item #11, see above] Contract for Innovative Surface Solutions. Layton moved, seconded by Arnold, to authorize the Interim Town Manager to execute the contract with Innovative Surface Solutions for the period of three years beginning July 31, 2023. **Passed Unanimously.**

13. Contract for the Better Bin application. Duffy explained that this concerns annual contracting for a computer application Transfer Station users can access to indicate what of their materials are recyclable and what are not, in order to reduce contamination, which can raise the Town's recycling costs. Some concerns have been expressed about the vendor's use of this as an advertising channel.

The decision to adopt the system has already been made. The present decision was simply whether to extend the contract for another year.

Smith moved to **table** further consideration of this contract. Layton seconded. **Passed Unanimously.**

The Board asked Duffy to review with the Solid Waste Committee how they are monitoring the services of this vendor.

Arnold moved to **table** all remaining items except #8 (see above), seconded by Layton. Calloway, Layton, Arnold, Vincent, Yes; Smith, No. **Motion passed.**

Adjournment. Layton moved to adjourn, seconded by Smith. **Passed Unanimously.**

Meeting Adjourned: 11:34 PM.

Respectfully submitted,
Ralph C. Hybels
Minutes Taker

Approved by the Selectboard on

Marcia Calloway, Selectboard Chair

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

From: Wayne Kniffin <wayne.kniffin@gmail.com>
Sent: Monday, July 17, 2023 11:50 AM
To: Debi Wade <dwade@norwich.vt.us>
Subject: select board

Debbie,

3 things.

1. Questions for the select board members for mtg 7/26/23

dear select board,

As requested at mtg 7/12/23 here are the questions I have concerning the NPD.

To each select board member: In a few minutes could you please summarize your vision for the NPD?

Specifically:

what are the goals for the NPD?
what are the necessary resources?
what are the steps to get there?

And could you please do this at the 7/26/23 select board meeting?

2. Please make the above (1.) coresspondece a part of the minutes.

3. Please also make my spoken comments at the 7/12 select board meeting a part of those _____ minutes.

Here are those comments.
commmts at the select board mtg 7/12 23

I AM WAYNE KNIFFIN

WE HAVE LIVED IN NORWICH FOR 50 YRS

RAISED OUR 2 CHILDREN HERE.... KAREN TAUGHT AT M CROSS AND I WORKED I WAS A DOC AT DARTMOUTH HITCHCOCK.

WHILE AT THE HITCHCOCK I HAD MEANINGFUL EXPERIENCE WITH SETTING GOALS, PLANS TO ACCOMPLISH THEM,
RECRUITMENT/RETENTON ISSUES , FINANCIAL ISSUES AND POLITICS.

MY FOLLOWING COMMENTS ARE PERSONAL THOUGHTS AND I RECOGNIZE THERE ARE OTHER WAYS TO LOOK AT THESE ISSUES.

FIRST AND MOST IM[PORTANTLY THE TOP PRIORITY FOR GOVERNMENT IS TO ENSURE THE SECURTY OF ITS CITIZENS .

IN OUR SETTING THIS WOULD MEAN IT SHOULD BE THE TOP PRIORITY OF THE SELECT BOARD TO ENSURE THE SECURITY OF THE NORWICH POPULATION .

I UNDERSTAND THAT DEPENDING ON ONES DEFINITION OF "SECURITY", PLANS TO ACHIEVE "SECURITY" WILL DIFFER.

PERSONALLY I BELIEVE A STRONG AND EFFECTIVE POLICE FORCE IS ESSENTIAL IN REACHING THIS GOAL.

I AM DEEPLY CONCERNED THAT WHAT LOOKED LIKE PROGRESS IN THIS DIRECTION IS THREATENED.

IF THE FAILURE TO TIMELY PROVIDE FUNDING FOR THE TOWN APPROVED 5TH POLICE OFFICER IS A SIGN THAT THE SELECT BOARD DOES NOT, FOR WHATEVE REASONS, AGREE IT IS THE TOP PRIORITY, I BELIEVE THAT IS A MAJOR MISTAKE.

IT SENDS THE MESSAGE THAT NORWICH DOES NOT SUPPORT PROVIDING THE RESOURCES NECESSARY TO DO THE JOB. OUR POLICE WILL NATURALLY QUESTION WHETHER THIS IS WHERE THEY CHOOSE TO WORK. A DIMINSHED POLICE FORCE IS A BAD OUTCOME.

MY REQUEST IS THAT EACH SELECT BOARD MEMBER COMMENT PUBLICALLY, IN SOME DETAIL HOW THEY SEE THESE ISSUES AND THEIR SUGGESTIONS FOR PROCEEDING.

I REQUEST THAT THEY START TONIGHT...EACH IN TURN.

Respectfullyand thanks again and again
wayne kniffin

wayne.kniffin@gmail.com

802 649 1693

From: [charlotte.metcalf](mailto:charlotte.metcalf@norwich.vitalcommunities.org)
To: norwich@lists.vitalcommunities.org
Cc: [Marcia Calloway](#); [Mary Layton](#); [Roger Arnold](#); [Pamela Thompson Smith](#); [Priscilla Vincent](#); [Brennan Duffy](#); [Miranda Bergmeier](#)
Subject: Latest on our shrinking Police Department ... next board meeting our chance... July 26, 6:30 p.m.
Date: Sunday, July 16, 2023 4:55:02 PM

For the Select Board meeting packet July 26, 2023:

It is hard to pull myself out of the Wimbledon glow that lasted for 5 hours today, but as we begin the week I wanted to report on last Weds Select Board meeting. I don't know how many people attended by ZOOM, but some 5 or more of us were there to speak to the question of our failed effort to sustain a Police Department— YET AGAIN.

At the meeting we were told our “questions” would not be answered but would be deferred until the next,(July 26th) Board Meeting. We learned that during July not only would we be down 1 of 3 officers because she has resigned but that another officer is and will be out on sick leave. As you have probably seen, Chief Cochran has cautioned us that he alone will be on duty for much of the time in July and that some of our well- deserved expectations can not be met.

We were told that the Select Board, interim Town Manager, and Chief Cochran would be going in to Executive Session to discuss the policing issues without receiving any input from community members. Several of us objected. Demo Sofronas spoke for all of us when he said “No “ to the idea that we choose one of us speak for everyone!!

As many know from reading my posts, I have run out of “questions”. Nevertheless, I did have some ideas that I felt would be relevant for the Executive Session and I was given permission to read this statement.:

Most of us here tonight did not expect to be in this position again. We have seen the retirement of our esteemed Police Chief Doug Robinson and in quick succession- to our dismay- the resignation of Chiefs Jennifer Frank and Simon Keeling.

When speaking to the Board Chair about the questionable statement by our Interim Manager at the previous meeting (assuring us that Chief Cochran would be able to continue offering us adequate coverage), Marcia suggested I speak to Brennan Duffy directly.

By his own admission, Brennan cannot have all the background that I believe he needs to help resolve the current crisis. The first concern he expressed was that an open discussion about the loss of Chelsea Maxham and other gaps in our coverage would be an invitation to criminal behavior in our town.

Background for his benefit is that his predecessor openly and repeatedly asserted that many towns in Vermont do not have any police and insisted that the coverage of our one officer, Anna Ingraham, was “adequate”. As a result, the world at large has long been aware that Norwich is not well protected.

Brennan also said that he believes we will be able to hire a replacement for Chelsea, and that the present cohort of 2 officers will be able to cover most of the hours we expect. I disagree. Chief Cochran will not be able to replace Chelsea without a much better working situation than the one she has fled. She left having just worked a full weekend of “on- call duty” for \$2.50 an hour. It had required almost full-time active duty, giving her no time off with her family. (On call time is not billed as overtime)

Brennan also assumed that I would be in agreement that we do not need as much (20/7) coverage on weekends when in his estimation there is less crime. I assert that real crimes happen any day of the week, even when children are not headed to school and 9-5 commuters are off the roads.

For example, the 5 men I found exchanging contraband in a clearing on my property were not bound by the day of the week. The two Hanover High School students were clearly well-known to the Norwich police officer on duty when I gave him the plate number of the late model Subaru they were driving. The officer waited until he was off

duty to visit the home of the offender. Again, it is hard to be sure of the day of the week that arsonists burned down an outbuilding in the same clearing a week or so later. The records of Chief Robinson and Fire Chief Linehan would tell us that. The little old milk house sat among dry leaves under pine trees that were badly singed. It is a blessing that this occurred before the drought of the past two years or several of us might well have lost our homes as well as the forest that surrounds us all .

A year or so later, I was again an unwitting witness to a drug- related crime. Two masked men had entered a neighbor's house in broad daylight, armed with sledge hammers. They were not waiting for a certain day of the week to claim their prize. In fact they boldly went in when when 3 students were hard at work in the house. I was alerted to the crime when I was asked if I had seen anything unusual the preceding day. Apparently the students had run outside and had watched as one of the robbers jumped out of a second floor window and fled through my woods to a waiting vehicle on my road. The truck which had been "borrowed without permission " was easily identifiable, and I realized the driver and I had locked eyes as he drove past me at my mailbox.

A family had been terrorized, their home vandalized and valuables stolen. FORTUNATELY NO ONE IN THE HOUSE HAD BEEN INJURED BECAUSE THE PRESENCE OF TWO POLICE OFFICERS IS REQUIRED TO SECURE A CRIME SCENE BEFORE EMT'S ARE ALLOWED TO PROVIDE RESCUE EFFORTS. With the number of officers we have on duty in Norwich that could never happen in a timely manner. The investigation of the crime died that summer when Chief Frank lost both officers who had been working on the case. When I had my visit with Chief Cochran last week, I carried a newspaper clipping about a drug dealer who had been arrested and whom I recognized as the defiant getaway driver from several years before. He was familiar to our Chief as one of the prime cocaine dealers in Vermont.

The final point I would make to Brennan and members of our Select board, is that victims of home invasions do not recover. The modest home next to me on Pattrell has been successfully robbed in broad daylight 3 times. The house has changed hands twice in the past 8 years. One owner kept her vow never to spend another night there. She left town for the winter of 2020-2021 and returned only to move her belongings to another town once her stepson sold the house. Victims lose more than their property They lose their sense of well being, especially if they know it could happen again at any time.

For years I thought my only challenge was to prevent poachers from shooting at deer in pastures where I had cows and/or pigs. Unfortunately there is a lot more going on today than poaching, a lot more than meets the eye. I pray this cycle of discussions will begin to soften the hard line this board has drawn between the unreasonable budgets passed in 2022 and 2023 and what Chiefs Frank, Keeling and now Chief Cochran actually must have to perform their duties at the level we expect from them as professionals.

Sincerely
Charlotte Metcalf

From: [arline rotman](#)
To: [Miranda Bergmeier](#)
Subject: letter to the Selectboard
Date: Monday, July 17, 2023 1:26:16 PM

To the Selectboard:

As a previous donor to the private fundraising effort to restore the kids bridge to a safe, functional way for kids to access hiking trails, I am disturbed by the many difficulties this project has encountered.

The project has received the approval of a town manager, approval of the Development Review Board, as well as the Selectboard. Somehow the town lost sight of the money which had been placed in a separate town account. Thanks to the diligence of our town treasurer, the money has now been found. As additional money needs to be procured, it seems that the Selectboard has now put another roadblock in the way. In a new policy it seems that any money donated to the town must now be approved again by the Selectboard.

If this is indeed a new policy I hope that approval will be granted at the next Selectboard meeting so that the project can be completed with the needed addition of private fundraising.

Members of the Selectboard have articulated a policy that the voters of the town should be involved in setting policy. I appreciate that and would point out that putting yet another obstacle in the way of completing this project is counter to that policy. Volunteer efforts on behalf of the town are important components of a well functioning democracy.

Thank you for your consideration.

Arline Rotman

From: [Susan Pitiger](#)
To: [Select Board](#)
Subject: KIDS BRIDGE PROJECT
Date: Tuesday, July 18, 2023 1:52:45 PM

I am resisting the urge to begin with an “are you kidding me” approach, and listening to my better angels.

Please, you know this drill. Many contributed to this Kids’ Bridge project, some more than two years ago. It’s been approved by the DRB. I know. I’m on that board and we spent a lot of time paying attention to the details. It is not costing the taxpayers any money.

So what’s the deal? Whether a new policy or a resurrected old one, your approving Don McCabe’s ability to further fundraise to finalize the project is delaying, again, getting the thing done. Every month’s delay just raises costs.

Either get this done at your next meeting or put another meeting on the docket. Work needs to be begin.

Sue and Bob Pitiger



NORWICH POLICE DEPARTMENT



POLICE OFFICER
CHELSEA A. MAXHAM

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

MEMO

TO: Town of Norwich
FROM: Chelsea Maxham
DATE: 7/12/2023
SUBJECT: Norwich Police Department Departure

Town of Norwich,

As you know, July 15, 2023 will be my last official day at the Norwich Police Department. I would like to provide an explanation as to why, and what I have observed while working here.

The schedule here has significantly impacted my home life. My children are growing up and I do not want to miss it. Admittedly, part of the issue is that I live thirty minutes away, meaning I spend over four hours a week traveling. That is no fault of Norwich, however that added with being on call an average of forty-one hours per pay period, on top of several hours of overtime due to call ins, training, and case carryover, and working three out of four weekends each month, it is not a sustainable schedule for me. During several of my weekend on call shifts, I was called in to respond to calls. There was one weekend I worked fifty-three hours in three days.

The pay is not sufficient for the job we do and the expectations of the department and the individual officers. I know I am a level II officer and am reminded often. That did not stop me from working like a level III officer. Other than having to call a supervisor for a felony case, crime of a sexual nature or death investigation, I am providing the same level of service as a level III officer and doing it at night with no shift differential. Every other department I have spoken to, is willing to pay me a minimum of two dollars more per hour as a level II certified officer, which means that Judy Powell and Officer Ingraham who have served this community for many years through all the tough times should be making considerably more than they are. Seeing how Judy and Anna are dismissed and not paid well, made me realize that I was looking at myself after several years of service to this town. Judy and Anna both go above and beyond what is expected of them. They both have the best interest of this community in mind in everything they do.

It is impossible to take time off, especially as a night shift officer. We simply do not have enough officers at Norwich Police Department to cover all shifts. This means that anytime one officer takes time off, another officer must come in on their day off. All the officers at Norwich Police Department are coming in on many of their days off. Over time that burns people out. I was beginning to get burnt out, but felt like I was unable to take time off due to another officer having to come in during their rest days. With the number of employees we have here, we cannot cover the shifts that we are required to cover.

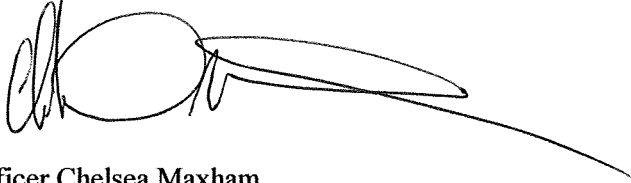
Equipment is also an issue. Thankfully the town approved the purchase of some new radios and patrol rifles, which are essential to our safety. Communication is a must in this job. I have been on multiple calls where I cannot reach dispatch with my radio. The radios that were provided when I started here at Norwich could be compared with the

first-generation iPhone, which has been obsolete for several years now. This is not safe for the officers here or the public. Body worn cameras should be provided for every officer. I have been telling Chief Cochran since I started here that I would not remain here without having a body worn camera for patrol. Body cameras are essential law enforcement tools that protect officers and the public. I cannot think of one agency that does not use them.

I will also be receiving better benefits at a lower cost at my new agency. I hope that Norwich can work this out for the benefit of all Norwich employees, including DPW. I have worked at the Vermont Agency of Transportation driving truck and their work is important as well. It seems that there is a disconnect between the town employees and the town government. Chief Cochran has been working hard to change things here, it just feels like he is against a wall.

I wish the town well and hope that some changes come for my fellow employees here at Norwich.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chelsea Maxham'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Officer Chelsea Maxham

From: [Amy&Jaan](#)
To: [Marcia Calloway](#); [Miranda Bergmeier](#); [Debi Wade](#); [Jeff Lubell \(jefflubell@yahoo.com\)](mailto:jefflubell@yahoo.com)
Subject: AHSC memo for 7/26/23 SB packet
Date: Wednesday, July 19, 2023 10:24:27 AM
Attachments: [Lubell Memo re July 26 selectboard meeting 2023 07 17.pdf](#)

Attached please find a memo from the Affordable Housing Subcommittee relating to a grant application to explore a possible affordable housing site on New Boston Road.

This project was discussed in the Planning Commission meeting of June 27 and the Commission agreed to forward this memo from the AHSC to the Selectboard.

During the discussion, the Planning Commission identified several concerns relating to the project that we would like to see addressed as part of preparing the grant application. To quote from the draft minutes of the June 27 PC meeting:

“Goodrich amended his motion to include considerations of visual impact, cell tower and fall zone cost, landfill, waste water, and social and environmental justice.”

Please include this email and the attached memo in the packet for the Selectboard 7/26/23 meeting.

Jaan Laaspere
Chair, Norwich Planning Commission

MEMORANDUM

To: Jaan Laaspere, Chair, Norwich Planning Commission

From: Jeffrey Lubell

Re: Vermont Community Development Program Planning Grant for New Boston Road Parcel

Date: July 17, 2023

As you know, the Affordable Housing Subcommittee would like the town of Norwich to submit a **proposal for a planning grant to the Vermont Community Development Program (VCDP) to investigate the feasibility of developing below-market housing at the northern edge of the town-owned parcel that includes the Transfer station.** This grant would provide answers to questions that have been raised about the feasibility and desirability of developing this parcel. The work conducted during the planning phase would also help unlock subsequent funding for environmental assessment that could determine if the site is safe for development, and if necessary, remediate any minor problems identified.

I am writing in my personal capacity to share background information about this request and to clarify the actions the subcommittee seeks from the Selectboard. I would appreciate you sharing this information with the Selectboard along with any other information that you or the Planning Commission wishes to provide about this proposal.

What actions does the Affordable Housing Subcommittee seek from the Selectboard? The Subcommittee is coming before the Selectboard to update them on the status of its planning grant proposal to the Vermont Community Development Program and how the Subcommittee proposes to respond to prior Selectboard feedback. **At this time, the Subcommittee does not seek a formal decision to submit the grant application, but rather a general sense of whether the Selectboard would consider submitting this grant proposal in time to meet the upcoming grant submission deadline of September 12.** If the Selectboard expresses an openness to considering this proposal, the Subcommittee will prepare a full application and budget and hold a public hearing about the proposed planning grant application in August or early September.

In early September, the Subcommittee will come back before the Selectboard, after a public hearing has been held, and present its recommendation on whether to proceed with the planning grant in light of the input provided during the public hearing. Assuming the Subcommittee recommends proceeding with the grant application, the Subcommittee will present a specific grant application for the Selectboard to review and approve, including a final budget.

What is the budget needed? The Subcommittee is not seeking a formal decision on the budget from the Selectboard at this time. When the Subcommittee returns for a formal decision in early September, it anticipates asking the Selectboard to approve the use of \$6,000 of town funds as a match for a \$60,000 grant request to the VCDP though the final amounts may be refined as the budget is firmed up. The town's contribution could come from a number of different sources, including the ARPA funds, the local surplus created through the expenditure of ARPA funds, a town account used for matching federal or state grants, or the affordable housing revolving fund. The funds will be used for site planning to assess the suitability of the site for housing and (assuming the site is determined to be suitable) develop a specific plan about where to site it and how many units to develop. This will include testing to verify

the water and wastewater capacity of the site, a public process to provide input into site planning, and other pre-development work to be specified in the final proposal.

What is the best way to address questions and concerns about the feasibility and desirability of developing below-market housing in the specified location?

There are a number of important questions and concerns that need to be addressed before a decision can be made on whether to proceed with developing below-market housing on this site. In my view, the best way to answer these questions is to proceed with the two-step process that the Subcommittee outlined in its June 19, 2022 memo to the Planning Commission:

Step 1: Apply for and implement a planning grant to determine the preliminary suitability of the site for below-market housing. This will answer questions about water quality, on-site wastewater capacity, slopes and other natural constraints, and regulatory concerns (such as the impact on site placement of the communications tower and the visibility of that tower from the proposed development site). It will also provide guidance to inform the design, number of units and affordability of any proposed housing on the site and provide the public with opportunities for input about the desirability and design of the proposed development. The Two Rivers-Ottaquechee Regional Council (TRORC) has agreed to administer the grant on behalf of Norwich, should it be awarded.

Step 2: Assuming that below-market housing is determined to be feasible on the site, work with TRORC and the Green Mountain Economic Development Corporation to pursue state or federal funding for environmental assessments that will help determine whether there are environmental contaminants on the northern portion of the property that will affect the suitability of the site for development. If there are minor contaminants, this process would provide the opportunity to seek funding to remove them and provide the town with legal protection under the state's BRELLA program. Please see the Subcommittee's June 19, 2023 memo to the Planning Commission for more details about this process.

According to the TRORC, step 2 can only take place after there is a viable site plan. The planning grant is needed to develop a site plan. This is the reason for proceeding in the order noted above.

Submitting the planning grant application does not obligate the town to develop housing on the site. It simply provides a cost-effective process for gathering the information that the town needs to make an informed decision. If housing is determined to not be viable or desirable on the site, the Subcommittee will consider and report on alternative potential uses for the property when implementing the planning grant.

For more information, see the following attachments:

- A. **June 19, 2023 memo** – this describes the affordable housing subcommittee's recommendation to proceed with a VCDP grant application and addresses the concerns raised in late 2022 by the Selectboard
- B. **October 8, 2021 memo** – this describes the results of the subcommittee's review of land owned by the town or fire district to assess the potential for affordable housing.
- C. **Parcel maps**

MEMORANDUM

To: Norwich Planning Commission
From: Norwich Affordable Housing Subcommittee
Re: Vermont Community Development Program Planning Grant for New Boston Road Parcel
Date: June 19, 2023

We are writing to update the Planning Commission on the status of our work addressing the concerns raised by the Selectboard when we first brought this planning grant proposal to their attention in the Fall of 2022. We have identified solutions to their concerns that we hope will allow the Selectboard to endorse this grant application and allow it to be submitted to the Vermont Community Development Program. Accordingly, we request that the Planning Commission endorse our recommendations and forward them to the Selectboard for decision.

What is this about? The Affordable Housing Subcommittee recommends that the Town of Norwich submit an application for a \$60,000 planning grant to the Vermont Community Development Program to investigate the feasibility of developing below-market housing on the northern part of the parcel on New Boston Road that includes the transfer station. The Two Rivers-Ottaquechee Regional Council (TRORC) has agreed to administer the grant on behalf of Norwich, should it be awarded.

When is a decision needed? The next deadline for submitting a grant application is September 12, 2023. In order to meet this deadline, we will need an initial discussion with, and then a decision by, the Selectboard by these dates:

1. **First, the Subcommittee and Planning Commission need guidance as soon as possible, but ideally before July 22, as to whether the Selectboard is generally comfortable with the idea of submitting this grant application.** This will give the Subcommittee and the Planning Commission the guidance needed to prepare the grant application and to schedule the required public hearing about the proposal. To meet the September 12 submission date, **the public hearing must be noticed no later than August 23 and held no later than September 7.**
2. **Second, a Selectboard vote to approve the application must be held no later than September 11 so that the application (if approved) can be submitted by September 12.**

Please note that these are the last possible dates to make the September 12 submission deadline. Ideally, things would happen sooner so that we do not risk missing the deadline. The next application date is Feb. 6, 2024, though the Feb. submission date ended up being canceled in 2023; if this happens again, the next deadline would be April 9, 2024. We are advised that it can take several rounds to be approved, which argues in favor of an early submission.

What is required from the Town to submit the application? There are three main requirements:

- A public hearing on the grant application must be held no later than September 7. This hearing could be held by the Planning Commission, in conjunction with the Affordable Housing Subcommittee, or they could choose to delegate it to the Subcommittee.
- The Selectboard must approve the application for submission.
- The town must agree to provide a 10% match of \$6,000.

What will the grant do? The grant will provide funds for site planning to determine whether the development of below-market housing is feasible on the site, where exactly the housing would go, whether the site is likely to have adequate septic and water capacity, what other regulatory constraints apply, and how many units the site can hold. The grant would cover public outreach to get input from the public about the proposed site plan. It would also cover the expenses associated with subdividing the parcel, should a decision be made to move forward with the housing development.

We anticipate that all of the units will be permanently affordable to the targeted income group. The final mix of incomes will be determined during the planning grant process. A requirement of the planning grant process is that at least half of the units be aimed at families with incomes below 80% of the median income (currently \$67,200 for a family of 3 or \$74,650 for a family of 4).

How have the Selectboard's prior comments been addressed? When we discussed this issue in the Fall of 2022, Selectboard members raised two issues: (a) concerns about buried trash at the site and (b) environmental justice concerns regarding the proximity of the site to the town garage and transfer station. We have worked hard to address these concerns and believe we workable solutions to both of them:

1. **Concerns about buried trash.** Per Jeff Goodrich, the former landfill site was south and not north of the current transfer station. No one we have spoken with has any recollection of a landfill site north of the current entrance to the property from New Boston Road. We have spoken with Neil Fulton who described finding some buried trash bags north of this entrance, but he agreed that no buried trash bags have been found in the far northern corner of the site that we are targeting for possible development. Out of an abundance of caution, however, we have identified a way to test for and address the possibility that there is buried trash near our site that we recommend be followed before a final decision is made to site housing on the site. The process would generally work as follows:
 - a. First, Norwich would apply for and execute the planning grant to determine if housing is feasible on this location and exactly where it would be located.
 - b. Assuming below-market housing is feasible, we would work with TRORC to identify a path forward for conducting environmental assessments to assess whether there are environmental concerns with the site. This process has five main components:
 - i. Norwich is not eligible on its own to apply for assessment and remediation funding because it would be the responsible party for any environmental problems found on the site. Accordingly, as a first step, we would identify a prospective purchaser for the property, which would be eligible for funding for assessment and remediation. One organization that has done this before is the Green Mountain Economic Development Corporation. We have spoken with them and believe that if development were determined to be desirable and feasible on this site they would be open to considering this role.
 - ii. The next step is assessment: first a Phase 1 and then a Phase 2 Environmental Assessment. The Phase 1 looks at the historical records, while a Phase 2

Assessment involves physical inspection of the site.

- iii. If any environmental problems are identified, the next step would be remediation. Funding is available from Vermont for this purpose for entities not determined to be responsible for causing the problem, which is why we need the prospective purchaser.
 - iv. If no remediation is needed, or is remediation is determined to be needed and then completed, the site would then need to be subdivided to include the area targeted by the Phase 2 assessment, and formally conveyed to the prospective purchaser. At this point, a certificate of completion would be provided under Vermont's BRELLA program indicating that the site is determined to be safe for future development.
 - v. The purchaser would then return the site to the town for future development.
- c. While this process is cumbersome, it has the advantage of ensuring that the site is safe for future residents, providing funding for assessment and clean-up, if needed, and providing, through the BRELLA program, legal protection for the town against future claims. The evidence that we're aware of suggests the site is not on a landfill and that any buried trash in the vicinity is a minor issue that can be addressed through a modest clean-up effort. If we're right, and the town wants to proceed with housing, we'll then have the green light to do so. If we're wrong, and there a larger problem there than we are aware of, the town retains the ability to change its mind and prepare to use the land in another way, such as for solar panels.
2. **Environmental Justice Concerns.** Several members of the Selectboard raised the concern that people entering the site would have to pass by the town garage and transfer station. We plan to implement several approaches to address this issue. First, we will aim to site the development in the far north corner of the site, as far away as possible from the garage and transfer station, and orient it in such a way that residents experience the woods around them, with minimal or no view of the garage or transfer station. Second, during the planning grant we will investigate the feasibility of entering the site through entrances that do not involve passing by the town garage. For example, the entrance to the site could be placed further north on New Boston Road, near the right of way for Olcott Road or the site could be accessed from Union Village road and then Olcott Road. In either case, the site would not feel like it is particularly close to the garage or the transfer station. These solutions, if determined to be feasible, would require agreements with one or more adjoining land owners.

If you have any questions, please reach out to the Subcommittee chair, Jeff Lubell, at jefflubell@yahoo.com. Thank you for considering this request.

Memo

To: Norwich Planning Commission

From: Affordable Housing Subcommittee

Date: October 8, 2021

Re: Use of Publicly Owned Land in Norwich to Develop Homes that Will Rent or Sell at Below-Market Levels

In the first half of 2021, the Affordable Housing Subcommittee conducted a review of land owned by the town of Norwich and the Norwich Fire District to identify parcels that could potentially be used to develop housing that would rent or sell at below-market levels (below-market homes). This memo summarizes the findings and recommendations of the Subcommittee based on this review.

Goals

- Identify publicly owned land that could be used to support the development of homes that rent or sell at below-market levels.
- Facilitate the long-term affordability of these homes through deed restrictions or other mechanisms.

Summary of Recommendations

The high cost of land is a major barrier to the development of below-market housing in Norwich. By identifying parcels of publicly owned land suitable for development, the Town could address this serious barrier and facilitate the development of more affordable housing options in Norwich. Many towns and cities regionally and around the U.S. have used publicly owned land to successfully develop below-market housing; Gile Hill in Hanover is a nearby example.

As reflected in the attached description of notable properties identified during our review, the subcommittee has identified a number of properties owned by the Town of Norwich or the Norwich Fire District with the potential for development of below-market homes. At this time, the subcommittee recommends follow-up action on two of these properties:

1. SPAN: 450-142-12272 – This is a 24+/- acre parcel owned by the Town that houses, in the southern section, the Department of Public Works and the transfer station. The northern portion of this property could potentially be used to develop housing that rents or sells at below-market levels without interfering with the continued operations of the DPW and the

transfer station.

2. SPAN: 450-142-11592 and 450-142-12882 – The Norwich Fire District owns a considerable amount of property along Beaver Meadow Road. While much of this land may be challenging to develop, it is likely that there are several individual home sites along the road that could be used for single-family homes or duplexes.

With information provided by the Director of Planning and Zoning, the subcommittee has conducted an initial investigation of these properties and determined that they hold some promise for the future development of affordable homes. However, further investigation is needed to assess and confirm the development potential of the properties.

Accordingly, the subcommittee seeks authorization to move forward with further investigation of these properties through a combination of internal assessment and the services of one or more consultants.

Through a Q&A format, this memo briefly summarizes our thoughts about how these properties could be used to address Norwich housing challenges.

Why is it important to identify publicly owned land for affordable housing?

The high cost of land is one of the biggest contributors to high housing prices. By making publicly owned land available at no cost (or at below-market levels), the town could reduce the cost of newly constructed homes, allowing them to be rented or sold at below-market levels.

What are the assets and limitations of SPAN: 450-142-12272 for affordable homes?

There are three main assets to this 24+ acre property that would make it a good site for affordable homes:

1. It includes a large northern section that is not used by the DPW or transfer station that would provide land to construct affordable homes.
2. It is relatively close to the village center.
3. It is likely that the soils near the DPW and the transfer station are well drained and will accommodate on-site wastewater disposal.

The chief limitations of the property appear to include:

1. Vermont Agency of Natural Resources records document that a 0.5 acre landfill existed on this 24-acre property. Before proceeding with any residential development, it will be important to assess and understand this issue to ensure that the property can be safely developed for residential use. Presumably, housing would be located on a portion of the property that would not be affected by the landfill, but it would nevertheless be important to fully understand what regulatory processes might apply to a development site proximate to existing development and the former landfill site.

One of the Subcommittee members remembers coming to the landfill as a child, which she identifies as being located at the southern tip of the property, south of the current transfer station. The great distance between this location and the proposed development site

substantially reduces the chances that it might interfere with the ability to develop housing on the northern section of the parcel.

2. A communication tower serving Town needs.
3. Slope, wetland, and other regulatory considerations.

As with all parcels in the Town, current subdivision and zoning regulations also provide limitations on what may be developed on this parcel.

Through the limited engagement of consultants to assist with assessing site feasibility for development of this parcel at below market-rate housing, the Affordable Housing Subcommittee could assess its development potential and provide a clearer understanding of what types of development, and how many units, could practically be developed on this parcel. If the assessment confirms that the property could support multifamily or townhome construction, the resulting economies of scale could help to reduce construction costs, further contributing to the affordability of the property's rents or sales prices.

What are the assets and limitations of SPAN 450-142-11592 and 450-142-12882 for affordable homes?

These two SPANs cover more than 800 acres owned by First District along Beaver Meadow Road. While much of this land is wet or sloped and would be difficult to development, we believe it is likely that individual home sites could be developed as single-family or duplex homes.

The watershed for these lands formed the historic source of surface water supply for the Village, but the Town committed to gravel packed wells on Route 5 north for its potable water supply some decades ago. We understand that the Fire District views the lands along Beaver Meadow Road as a potential backup location for future water supply, if needed. We have structured our recommendation so as to reduce the possibility of interfering with this potential future use.

To reduce the impact on forest blocks and ensure the development does not interfere with possible future development of a surface water supply, we recommend that a handful of sites be identified close to the road that could each support the development of single-family, duplex or triples homes. While these sites would be located on an excellent road, their distance from the center of town means it is unlikely that state or federal funding will be available to reduce project costs. However, by making the land available at no or low-cost, and using duplex construction, the per-unit costs of the homes could be reduced, allowing them to be sold or rented at below-market levels. If multiple sites are identified and construction pursued at several sites simultaneously (or in rapid succession), it may be possible to take advantage of economies of scale.

What work is needed to assess and advance the potential for development of the properties as affordable homes?

As described in the Appendix to Attachment B, there are site considerations that need to be assessed more fully before concluding which properties may be developed. At a minimum, it will be important to understand existing conditions at the DPW/Transfer Station site relative to the potential for one or more drilled wells up-gradient from developed areas and consider any additional safety constraints that apply to new development given the presence of a former landfill on another part of the property. Additionally, as sites are further investigated, hydrological and wetland evaluations will be needed.

The subcommittee recommends that preliminary technical assessments be conducted at this time to confirm the development potential of the properties. Should those assessments confirm the properties' development potential, the next step would be for the Subcommittee to create a set of procedures for constructing the homes and ensuring they remain affordable over time. The Subcommittee recommendations would be shared with the Planning Commission.

How will the Town ensure the homes remain affordable?

The ongoing affordability of the homes would be maintained through legally binding covenants. The covenants could specify, for example, that the homes must be rented at below-market levels to families meeting certain income limitations. Alternatively, the homes could be sold through a shared equity arrangement that balances the home purchasers' ability to build wealth with the Town interest in preserving the affordability of the homes to future purchasers.

Additional Consideration about Fire District Property

We understand that the Fire District is considering putting much of the land that it owns into conservation. Until the potential of this land for the development of below-market homes can be assessed, the Affordable Housing Subcommittee strongly recommends that this action be deferred. While it's likely that the bulk of the land owned by the Fire District is difficult to develop, it is important to first ensure that any developable sites are identified and repurposed for below-market homes, before the remainder is conserved.

Notable Properties from the Affordable Housing Subcommittee’s Review of Publicly Owned Land (September 2021).

This document describes a number of properties that the Subcommittee found notable in its review of the possible use of publicly owned land for affordable homes, including two properties that the Subcommittee recommends be pursued for possible development in order to advance the Town interest in increasing the diversity and affordability of the housing stock.

Methods

Director of Planning and Zoning, Rod Francis, conducted an inventory of land owned by the Town and the Fire District and prepared lists and maps of these properties. The Subcommittee considered the properties that seemed to be potential candidates for the development of affordable homes. (For example, we excluded from consideration cemeteries and areas identified as important natural resources from publicly available mapping.) A list of properties reviewed by the Subcommittee is available upon request.

The Subcommittee also received helpful input from Brie Swenson; members of the Norwich Conservation Commission; Michael Goodrich and staff of the Norwich Fire District and members of the public who attended Affordable Housing Subcommittee meetings during the course of the review. The conclusions reached by the Subcommittee represent the views of the Subcommittee alone, however.

Notable Properties

The Subcommittee identified a number of sites that could potentially be used for the development of below-market homes. As reflected in the accompanying memo, the Subcommittee recommends action at this time on the two properties described below.

Sites the Subcommittee recommends be pursued for possible construction of affordable homes

1. SPAN: 450-142-12272 – This is a 24+ acre parcel owned by the town of Norwich that houses, in the southern section, the Department of Public Works and the transfer station. Below-market homes could potentially be developed on the northern portion of the land without interfering with the current uses. Potential development would need to take into consideration a communications tower that is presently housed on the northern portion of the property, as well as significant slopes. Access to the northern portion of the property could be achieved through the existing entrance to the property on New Boston Road, but depending on where the development is located on the property, other access points may be needed. It appears that a portion of this property may previously have been used as the Town dump. This issue should be probed fully to ensure the ultimate location of any development is safe for residential use. The Subcommittee has not formally studied the potential of the property to house a septic system, but the septic potential is believed to be good proximate to the DPW complex.
2. SPANs: 450-142-11592 and 450-142-12882 – These SPANs cover more than 800 acres of land owned by the First District to which the Town has development rights. The Subcommittee envisions the identification of one or more home sites in disparate locations along Beaver Meadow Road that could be used to construct single-family or duplex homes.

Potential sites the subcommittee recommends not be pursued at this time:

While we do not recommend any action on these sites at this time, the Subcommittee notes the development potential of these sites in the event the top choices do not end up being practical or the Town decides it wants to pursue additional options for below-market homes:

1. **Barrett Memorial Park.** This site is well located near other residential development close to the center of town. Depending on the wastewater capacity of the site, it could potentially house three duplexes or more. Despite the property's development potential, the subcommittee recommends no action at this time due to: (a) its current recreational use and (b) a deed restriction imposed by the individual who donated the land specifying that if the property were to cease being used as a playground, it would revert back to the donor. It appears that the descendants of the donor would need to agree to release the Town of the restriction and the Town would need to vote on the shift in use.
2. **Huntley Meadow.** This is a 27-acre property that is currently used for a variety of recreational uses, including fields and tennis courts. Given the mostly flat terrain, the prime location close to the center of town and the likelihood of good soils for septic systems, this property has considerable potential for the development of housing. Since the property is large, it is likely the property could continue to accommodate substantial recreational uses, even if a small portion of the property is used for the development of affordable homes. Despite the property's development potential, the Subcommittee recommends no action at this time due to: (a) its current recreational use and (b) the likelihood of opposition to development of even a small portion of this property.
3. **Old orchard between Main Street and the Milton Frye Nature Area.** This area is extremely well located close to the center of town and could potentially hold several homes. The soils on this property are generally poor for wastewater disposal and include a great deal of ledge, but wastewater capacity could potentially be identified for a limited number of homes. It is presently conserved, so the town would need to exercise its power of eminent domain to access it. Given the challenges associated with eminent domain, the Subcommittee has not prioritized this property for further investigation at this time.

Several additional properties of note:

1. **Portion of Huntley Meadow.** There is a small property on the east side of Beaver Meadow Road, directly north of the American Legion, that is owned by the Town and not used for recreation. We understand the property was under several feet of water in the 2011 and 2017 major flooding events. While it might be possible to build the development high enough so that it could sustain flooding at this level, the extra cost of raising the development could neutralize the cost advantage of providing free land. Accordingly, we do not recommend that development on this parcel be pursued.
2. **SPAN: 450-142-12675** – This 27+ acre site houses the well that supplies water for the homes served by the water district. Given this, it would be extremely important to investigate carefully any residential use to ensure it does not affect the safety of the water supply. At the same time, the property is believed to have excellent septic potential and is accessible via a state road. If a

remote portion of the property could be identified that would not interfere with water safety, this might be worth investigating further in the future. Given the issues related to water safety and limitations on development included in both an agreement with the State and the Town zoning rules, the Subcommittee has not prioritized this property for further investigation at this time.

- 3. SPAN: 450-142-12659** – This long sliver of town-owned property (6+ acres) is between River Road and the Connecticut river. Currently leased for agricultural use, it is likely that this property has excellent soils for wastewater disposal, which could potentially be helpful for supporting nearby development. However, the property is conserved and its use for wastewater disposal is not permitted under the conservation agreement. We thus do not recommend that development on this parcel be pursued, at least not at this time.

Appendix: Site Considerations

- 1. On-Site Wastewater Disposal:** Wastewater System and Potable Water Supply Rules (Rules) affective April 12, 2019 require 140 gallons per bedroom for the first three bedrooms in any home and 70 gallons per bedroom thereafter. A duplex with three bedrooms each requires wastewater capacity of 420 gallons per home or 840 gallons total.
- 2. Hydrological Evaluation:** The rules require hydrological evaluation by a Licensed Designer for more than 1,000 gallons per day (gpd) and a qualified hydrologist for flows of more than 2,000 gpd. Additionally, flows of 6,500 gpd or more change the regulatory process and require additional site evaluation. A site with four or more three-bedroom units will require analysis by a qualified hydrologist. The 6,500 gpd limitation would allow approximately 15 units with three bedrooms each (or 23 units with two bedrooms each).
- 3. Wetlands:** State rules require wetland assessments for development and classification by the District Ecologist when wetlands exist (Class III wetlands include a 50-foot buffer for permitting).
- 4. Site Planning:** Site planning would be a useful conceptual step to determine the viability of parcels under consideration.
- 5. Permit Assessment:** With conceptual knowledge of proposed development, a permit assessment would be appropriate at local, State, and possibly federal levels. This will be particularly important for projects with more than nine units, which will require consideration of the ten criteria in Act 250.
- 6. Transfer Station Assessment:** It will be important to understand subsurface water quality for the DPW/Transfer Station site with regard to water quality and supply. Permit information on file with the State under WW-3-0594 and WW-3-0594-01 indicate a non-potable water supply near the DPW entrance serving a storage tank and fire hydrant. The DPW water supply appears to be a surface water spring east of the DPW building. It will also be important to understand whether any regulatory constraints or safety issues apply to residential development given the presence of a former landfill site on another portion of the property.

Parcel Map



Parcel Map showing area around communications tower; proposed development site is north of this area



07/21/23
10:20 am

Town of Norwich Accounts Payable
 Check Warrant Report # 1012 Current Prior Next FY Invoices
 For checks For Check Acct 03(General) 07/26/23 To 07/26/23

Page 1
ashleyw

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ADVANCE	ADVANCE AUTO PARTS	084314404037 DPW-BATTERIES	189.80	0.00	189.80	13406	07/26/23
ADVANCE	ADVANCE AUTO PARTS	084314404044 DPW-BATTERY RETURN	-27.00	0.00	-27.00	13406	07/26/23
ADVANCE	ADVANCE AUTO PARTS	084314433469 DPW-ASSRTD SUPPLIES	37.49	0.00	37.49	13406	07/26/23

					Check Total	200.29	
MISC	ALLAN FROELICH	827309 P&R-CAMP CANCELED MAX	330.00	0.00	330.00	13407	07/26/23
ANYTIME	ANYTIME CARPET CARE & CLEANING	832031 PD-STATION CLEANING	410.00	0.00	410.00	13408	07/26/23
ARC	ARC MECHANICAL CONTRACTORS, IN	42279 DPW-TH BOILER REPAIRS	789.06	0.00	789.06	13409	07/26/23
BESTSEPT	BEST SEPTIC SERVICE, LLC	41110 DPW-PORTA TOILET	130.00	0.00	130.00	13410	07/26/23
MISC	BETSY MORSE	827334 P&R-CANCELD CAMP NAIMA	190.00	0.00	190.00	13411	07/26/23
BCBS	BLUE CROSS/BLUE SHIELD OF VERM	164893556 TH-AUG '23 HEALTH INSUR	30858.02	0.00	30858.02	13412	07/26/23
MISC	BRENNAN DUFFY	717EMPREIMB TH-ENVELOPES FOR TAX BIL	1603.20	0.00	1603.20	13413	07/26/23
SWENBR	BRIE SWENSON	719EMPREIMB P&R-BRIE SNACKS & SUPPLI	136.40	0.00	136.40	13414	07/26/23
BUSINESS	BUSINESS CARD	0381858 DPW-SAFETY GEAR	68.92	0.00	68.92	13415	07/26/23
BUSINESS	BUSINESS CARD	2209800 DPW-THERMAL ROLLS	20.59	0.00	20.59	13415	07/26/23
BUSINESS	BUSINESS CARD	258803852CUS DPW-SALES TAX REFUND	-10.79	0.00	-10.79	13415	07/26/23
BUSINESS	BUSINESS CARD	3062663 DPW-WORK GLOVES	53.74	0.00	53.74	13415	07/26/23
BUSINESS	BUSINESS CARD	5039425 DPW-DOOR STOPPER	31.96	0.00	31.96	13415	07/26/23
BUSINESS	BUSINESS CARD	7060228 P&R-SIGN	67.99	0.00	67.99	13415	07/26/23
BUSINESS	BUSINESS CARD	8153815 DPW-SAFETY GEAR	196.92	0.00	196.92	13415	07/26/23

					Check Total	429.33	
ADAMS C	CAROLINE ADAMS	629OFFICIAL P&R-LACROSSE OFFICIAL	100.00	0.00	100.00	13416	07/26/23
CASELLA	CASELLA WASTE SERVICES	0831067 DPW-JUNE '23 RECYCLE	5503.28	0.00	5503.28	13417	07/26/23
CASELLA	CASELLA WASTE SERVICES	0831068 DPW-JUNE '23 TRASH	6427.94	0.00	6427.94	13417	07/26/23

					Check Total	11931.22	
CCI	CCI MANAGED SERVICES	CW-57196 TH-FY24 MICROSOFT 365	6312.00	0.00	6312.00	13418	07/26/23
CCI	CCI MANAGED SERVICES	CW-57237 LISTERS-NEW COMPUTER	1378.00	0.00	1378.00	13418	07/26/23

					Check Total	7690.00	
MISC	CHARLES TUFANKJIAN	713MLGREIMB DPW-CHUCK MILEAGE REIMB	650.00	0.00	650.00	13419	07/26/23
CINTAS	CINTAS CORPORATION	5159881627 DPW-CHECK & STOCK SUPPLI	981.04	0.00	981.04	13420	07/26/23
MISC	COLLEEN BRANDARIZ	705EMPREIMB DPW-COLLEEN TANK ENDORSE	10.00	0.00	10.00	13421	07/26/23

07/21/23

Town of Norwich Accounts Payable

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10:20 am

Check Warrant Report # 1012 Current Prior Next FY Invoices

ashleyw

For checks For Check Acct 03(General) 07/26/23 To 07/26/23

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
COMCAST	COMCAST	706THINT TH-JULY '23 INTERNET	24.95	0.00	24.95	13422	07/26/23
COTT	COTT SYSTEMS INC	153879 TC-MONTHLY RESOLUTION	290.00	0.00	290.00	13423	07/26/23
DRESDENBA	DRESDEN BASEBALL ASSOCIATION	NORWICH2023 P&R-BABSEBALL GAMES UMP	1430.00	0.00	1430.00	13424	07/26/23
EVANSMOTO	EVANS GROUP, INC.	0049941-IN DPW-REG GAS 600 GALS	1999.75	0.00	1999.75	13425	07/26/23
EVANSMOTO	EVANS GROUP, INC.	0050077-IN DPW-DIESEL 200 GALS	546.20	0.00	546.20	13425	07/26/23
EVANSMOTO	EVANS GROUP, INC.	0050811-IN DPW-DIESEL 516 GALS	1500.13	0.00	1500.13	13425	07/26/23

					Check Total	4046.08	
EYEMED	EYEMED/FIDELITY SECURITY LIFE	165842481 TH-JUNE '23 VISION INSUR	167.80	0.00	167.80	13426	07/26/23
FASTENAL	FASTENAL	NHWES97919 DPW-SUPPLIES	36.79	0.00	36.79	13427	07/26/23
GNOMON	GNOMON COPY	64546 LISTERS-4 BINDINGS	24.00	0.00	24.00	13428	07/26/23
GREAT	GREATER GOOD MEDIA	2023-6146 SB-SUMMER 2023 BANNER	250.00	0.00	250.00	13429	07/26/23
GMPC	GREEN MOUNTAIN POWER CORP	629MNSTSLR 319 MN ST SLR 4881599079	22.28	0.00	22.28	13430	07/26/23
GMPC	GREEN MOUNTAIN POWER CORP	630TRNPKRD 111 TRNPK RD 38951919299	81.31	0.00	81.31	13430	07/26/23

					Check Total	103.59	
IAFC	INTERNATIONAL ASSN OF FIRE CHI	000258618 FD-ANNUAL MEMBERSHIP	255.00	0.00	255.00	13431	07/26/23
JAS INC.	JAS INC	45200 DPW-TRUCK REPAIR*DEER	2393.35	0.00	2393.35	13432	07/26/23
POWELLJUD	JUDITH POWELL	630MLGREIMB PD-JUDY MILEAGE RELAY	39.30	0.00	39.30	13433	07/26/23
K&R	K & R PORTABLE RESTROOM SERVIC	24233 P&R-TOILET RENTAL	479.47	0.00	479.47	13434	07/26/23
K&R	K & R PORTABLE RESTROOM SERVIC	24444 P&R-PORTA TOILET	530.00	0.00	530.00	13434	07/26/23

					Check Total	1009.47	
LEBFORD	LEBANON FORD	439360 DPW-INSPECTION & REPAIR	217.87	0.00	217.87	13435	07/26/23
MAYER	MAYER & MAYER	PR-07/14/23 Payroll Transfer	25.00	0.00	25.00	13436	07/26/23
GEORGE	MICHELE S. GEORGE	707YOGA P&R-YOGA SPRING 2023	1190.70	0.00	1190.70	13437	07/26/23
NORFIREDI	NFD-WATER DEPT	706MAINST TH-WATER METER 4/4-7/5	154.98	0.00	154.98	13438	07/26/23
OTIS	OTIS ELEVATOR COMPANY	100401251791 TH-AUG '23 ELEVATOR MAIN	311.48	0.00	311.48	13439	07/26/23
ROBERT HA	ROBERT HALF	62248481 FIN-WK END 6/30 JOYCE	3984.78	0.00	3984.78	13440	07/26/23
ROBERT HA	ROBERT HALF	62276171 FIN-WK END 7/07 JOYCE	3640.77	0.00	3640.77	13440	07/26/23

					Check Total	7625.55	

07/21/23
10:20 am

Town of Norwich Accounts Payable
 Check Warrant Report # 1012 Current Prior Next FY Invoices
 For checks For Check Acct 03(General) 07/26/23 To 07/26/23

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ashleyw

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
SABIL	SABIL & SONS INC	44728	DPW-TRUCK PART	6.42	0.00	6.42	13441 07/26/23
SOLAFLECT	SOLAFLECT SOLAR PARK I, LLC	JULY 23	TH-JULY '23 SOLAR	848.13	0.00	848.13	13442 07/26/23
SOLAIV	SOLAFLECT SOLAR PARK IV, LLC	2307_01	TH-JULY '23 SOLAR	900.00	0.00	900.00	13443 07/26/23
TWORIVERS	TWO RIVERS - OTTAUQUECHEE	23-180	P&Z-KYLE JUNE '23	3189.83	0.00	3189.83	13444 07/26/23
UNIFIRST	UNIFIRST CORPORATION	1070241294	DPW-UNIFORM CLEANING	286.72	0.00	286.72	13445 07/26/23
UNIFIRST	UNIFIRST CORPORATION	1070243101	DPS-UNIFORM CLEANING	261.95	0.00	261.95	13445 07/26/23
UNIFIRST	UNIFIRST CORPORATION	1070244907	DPW-UNIFORM CLEANING	261.95	0.00	261.95	13445 07/26/23

					Check Total	810.62	
UNITED AG	UNITED AG & TURF NE, LLC	10098986	DPW-WIPER BLADES	84.44	0.00	84.44	13446 07/26/23
UNITEDREN	UNITED RENTALS (NORTH AMERICA)	19954334-002	DPW-EXCAVATOR	98.75	0.00	98.75	13447 07/26/23
UVEQIPME	UPPER VALLEY EQUIPMENT RENTAL	3142	DPW-BUILDING SUPPLY	295.00	0.00	295.00	13448 07/26/23
VERIZWIRE	VERIZON WIRELESS	9938842235	TH-JUNE '23 CELL WIRELES	241.41	0.00	241.41	13449 07/26/23
VTMUNI	VERMONT MUNICIPAL ASSESSOR	1411	LISTERS-JUNE '23 SPENCER	2995.36	0.00	2995.36	13450 07/26/23
WBMASON	W.B. MASON CO., INC.	238906109	DPW-DISPENSER	35.09	0.00	35.09	13451 07/26/23
WBMASON	W.B. MASON CO., INC.	239022802	TM, DPW-ASSRTD SUPPLIES	230.44	0.00	230.44	13451 07/26/23
WBMASON	W.B. MASON CO., INC.	239187717	TM-ASSRTD SUPPLIES	21.08	0.00	21.08	13451 07/26/23
WBMASON	W.B. MASON CO., INC.	239243483	TM-BLACK MAT	35.51	0.00	35.51	13451 07/26/23
WBMASON	W.B. MASON CO., INC.	239592141	FIN-TAX BILL PAPER	63.52	0.00	63.52	13451 07/26/23
WBMASON	W.B. MASON CO., INC.	239597364	FIN-ADDING MACHINE	48.38	0.00	48.38	13451 07/26/23
WBMASON	W.B. MASON CO., INC.	239604463	TM-TONER	110.99	0.00	110.99	13451 07/26/23

					Check Total	545.01	
HEALTHEQ	WAGEWORKS, INC	0623TR112178	TH-JUNE '23 COBRA ADMIN	40.00	0.00	40.00	13452 07/26/23
EARTHLINK	WINDSTREAM	75768592	TH-JULY '23 PHONES	324.30	0.00	324.30	13453 07/26/23

07/21/2023
10:20 am

Town of Norwich Accounts Payable
Check Warrant Report # 1012 Current Prior Next FY Invoices
For checks For Check Acct 03(General) 07/26/23 To 07/26/23

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			86,413.74	0.00	86,413.74		

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 \$ ****86,413.74
Let this be your order for the payments of these amounts.

Staff Accountant: 
Ashley Wehler

Town Manager: 
D4520EC72DA7484...
Brennan Duffy

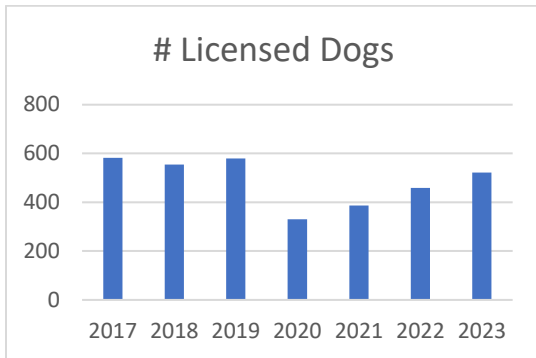
SELECTBOARD:

- _____
Marcia Calloway
Chair
- _____
Mary Layton
Vice Chair
- _____
Priscilla Vincent
- _____
Roger Arnold
- _____
Pam Smith

Town Clerk Report: April to June 2023

Licensing

- Dogs
 - o 521 licensed dogs so far this year (runs on a calendar year). Dog licenses are due by 4/1 so I expect only a small number of dogs to be licensed for the remainder of the year.
 - o 2019 saw 582 licenses issued, which dropped to 330 in 2020. We're slowly climbing back up to pre-pandemic levels.



- Marriage – 9 marriage licenses issued this quarter.
- Hunting and Fishing – 27 of the various types of licenses sold this quarter. Lest you think this is a big money maker for the town, out of the \$1,055 charged for those licenses, the town keeps a total of \$40.50. The rest goes to the state.

Voter Challenges

- Every odd numbered year the Board of Civil Authority authorizes the clerk to issue challenge letters to voters the board believes no longer reside in Norwich. This can be based on property transfer records, length of time since they last voted in town, or any other verifiable source (social media, email, etc). Challenge letters contain a stamped postcard that can be returned to our office either attesting that the person still lives in Norwich or that they have moved and no longer vote in Norwich.
- This year the BCA authorized the issuance 146 challenge letters on June 12th. As of July 20th, I have received 33 return postcards, and re-sent 34 letters that were returned to me to updated addresses.
- Tracking down these voters is a long process; once challenged if there is no response the voter can be purged from our voter rolls only after two general election cycles – so if I challenge a voter this year and receive no response I can purge the voter in 2027.

Research, records and restoration

- Judy recorded 578 pages of documents this quarter
- We took in \$6,488 in recording fees (\$11 per recorded page for most documents)
- \$2,312 in restoration monies (\$4 per recorded page)
- \$725 in deed copy fees (\$1 per copied page)
- \$194 in research time (that's 48.5 hours of research time)

RECORD hub

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Contract for

RECORDhub Services

Norwich, Vermont
Lily Trajman, Town Clerk

July 14, 2023

RECORDhub SERVICE ADDENDUM

This **RECORDhub Service Addendum** (“Addendum”) is by and between Cott Systems, Inc. (“Cott”) and Norwich, Vermont (“Customer”). This Addendum is being “Executed” (signed) under the Terms and Conditions of Cott’s **Master Agreement for Products and Services**.

RECORDhub offers online search access to the indexing systems of participating recording jurisdictions where copies of publicly recorded index data and images (“Data”) are available through subscriptions utilizing a user profile with various access and payment options (“Service”). The Service provides the Customer’s external internet search users (“Users”) with the ability to connect and subscribe to a software search application which stores the Customer’s records on a shared infrastructure through the internet, (“Cloud”). The Cloud based Service provides secure public internet access to Data of the Customer’s choosing and is funded by Users. Each recording jurisdiction has their own fee schedule that adheres to their State, and their local statutes. Incorporating Data from many jurisdictions allows Users to receive both the convenience and the value of substantial amounts of Data in one location, combined with one centralized accounting for subscription and search activity.

TERMS AND CONDITIONS

- 1. Term.** This Addendum will begin when it is signed (“Executed”) by Customer and be binding for the full period the Service is active (“Term”).
- 2. Data Presented.** Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information within the Data. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy, completeness or quality of the Customer’s Data passing through, obtained through or resident on the Service. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any Data input errors. Data available consists of records that the Customer has indicated are available for general public viewing via the service. These steps are performed and controlled by the Customer at each individual recording jurisdiction and are not within the control of Cott. Customer will permit Cott to include in the viewable portion of the search site customary terms of use applying to Customer’s Users, and any provisions reasonably required by Cott as needed. Cott acknowledges Data or search results from the Service are not an official record.
- 3. Users.** Use of the Service will be subject to Terms of Use and other conditions set forth on the site. Customer will address support queries from Users as it relates to Data content or explanation of search. Customer is required to designate a primary support contact in their office with whom Cott Customer Support personnel may interact. Cott will support site access queries from Users specifically with subscriptions and purchasing images as it relates to access, financial transactions associated with the Service and delivery of purchased Data, Cott is NOT responsible for addressing queries from Users about searching data or interpreting any Data. Cott is responsible for establishing, managing and

monitoring accounts with such Users and will require all Users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system. Cott and Customer agree that Users are not permitted to copy Data in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect internet bandwidth capacity and the Customer's Data. The payment processing account or internet merchant account which enables Users to pay fees or charges incurred in the use of the Service is provided by an independent vendor. Neither the Customer nor Cott is responsible for the conduct of the vendor including the collection, storage or confidentiality of Users' personally identifiable information. Cott does not store personally identifiable information on its servers.

4. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, domain name for RECORDhub or written materials ("Documentation"). Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's Data stored by the Service. Cott will have sole authority regarding the design, look and feel of the RECORDhub site. Customer grants Cott the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Service and any advertising or associated marketing materials. Customer grants Cott a worldwide right and license to use, reproduce, distribute, transmit and publicly display Data in connection with the RECORDhub Service and operation of the Service. The Service is hosted on behalf of the Customer by Cott.
5. **Disclaimer of Warranty.** RECORDHUB AND THE DATA ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF DATA DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
6. **Service Availability.** Excluding certain conditions such as those listed below, Cott commits to provide 95% uptime for the Service during each calendar quarter of the Term, excluding regularly scheduled maintenance times. Conditions that are not covered under Service Availability include: a) Connectivity provided by User's internet service provider; b) Uptime/reliability of User's network; c) Uptime of User's hardware; d) Scheduled outages or Maintenance; e) Unexpected interruption due to an unauthorized third party intrusion; f) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.

7. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Users and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.
8. **Service Updates.** Updates to maintain and optimize the performance of the Customer's land records software will be scheduled by Cott. These updates may also include software enhancements. The Customer will accept and receive all updates in order to continue using the RECORDhub Service.
9. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's Data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's Data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected Data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
10. **Defect Warranty.** Cott warrants that the Service will perform as intended. Should Customer identify a deficiency, Customer shall give Cott prompt notice. If Cott determines that the Service is not performing as intended, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the error and will not be considered in breach if Cott commences to cure, and diligently proceeds towards the remedy of, the deficiency within such period. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times. The warranty does not apply if malfunctions or errors are caused by defects in User's associated equipment, non-Cott software, networks, or a deficiency in Customer's internet link.
11. **Training.** Cott will make available through the Service online user help instructions and documentation as deemed applicable by Cott in connection with the Service.
12. **Fees.** Any applicable fees for the initial setup will be paid to Cott by Customer. Any banking fees incurred such as a change or return notification will be deducted from the next monthly payment to the Customer. RECORDhub fees will be paid by Users and will be mutually agreed upon by Cott and Customer based on the Exhibit For Subscriptions And Rates. Each RECORDhub fee transaction will include a convenience fee that applies equally to all Users. Cott is responsible for fees associated with maintaining a payment processing account and an internet merchant account.
13. **Revenue.** Revenue is generated by search access subscriptions and search or image print results requested by Users ("Revenue"). Rates for subscriptions and results will be mutually set by Cott and Customer and will comply with any applicable state legislation regarding the amount of revenue a

jurisdiction can collect. Convenience fees are a) applied to each RECORDhub fee transaction, b) are not counted as Revenue and c) are set solely by Cott. Revenue generated by the Service during the Term will be paid to the Customer as outlined on the Order Summary page and Cott will strive to pay the Customer by the 15th business day of the month for activity that occurred the previous month. Cott will have the authority to adjust fees to Users from time to time but will do so in consultation with Customer.

14. **DIS Project.** At the Customer’s discretion, the revenue payable to the Customer may be applied towards future Cott Data and Image Service projects (“DIS Projects”). Any such designation will be specified on the Order Summary page and will show on the Customer’s account at Cott as a credit. DIS Projects include reindexing projects using an existing index, historical indexing projects using original records, backfile conversion projects for records and Online Index Book projects, any of which may involve scanning of hardcopy indexes or record books or digitizing of microfilm, microfilm jackets or aperture cards.
15. **Termination.** In the event of any Service termination, no refunds to Users will be made. Customer is entitled to receive payment for Services through date of service termination.

X Customer Acknowledgement: _____ **Date:** _____

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under the Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Addendum to be effective as of the date it is signed by both Cott and the Customer.

Master Agreement for Products and Services

1/12/2022
(Date Signed)

Norwich, Vermont
(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Deborah A. Ball 7-14-2023
(Signature) (Date)

(Signature) (Date)

Deborah A. Ball
(Print Name)

(Print Name)

Chief Executive Officer
(Print Title)

(Print Title)

Gabriel Green
(Attest)

(Attest)

Customer acknowledgement required on additional page(s.)

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

ADD IMAGES TO RECORDhub ORDER SUMMARY

1. **Implementation, Setup Fees.** Included. \$0.
2. **Software Application Access.** Hosted Resolution3.
3. **Image Print Revenue.**
 - One dollar (\$1.00) per page for *Daily, Monthly, Pay to Print* subscriptions. Disburse to Customer.
 - One dollar (\$1.00) per page for *Pay to Print* subscription. Disburse to Cott.
4. **Subscription Revenue.**
 - Disburse to Cott.
5. **Payment to Customer.** Monthly.
6. **Banking Charges.** Applies to change or return notifications. \$10 each occurrence.

Town Clerk, Norwich, Vermont directs Cott to deposit monies due Customer as follows:

Name of Financial Institution: _____

Name of Account: _____

Routing #: _____

Account #: _____

Email Address: _____

[for receipt of EFT notices]

7. **Term.** Contract term to be coterminous with Land Records System term effective through 6/30/2025.

PLEASE NOTE:

The pricing in this offer is valid through 8/16/2023. After this date, this offer will be priced at the current rate.

X Customer Acknowledgement: _____ Date: _____

EXHIBIT FOR RECORDhub SUBSCRIPTIONS AND RATES

Subscription Plan	Subscription Fee	View Image Rate	For # of Pages	Print / Download Image Rate	For # of Pages	Per Index Search Rate	Print / Download Search Result Rate
Pay to Print	\$0	\$0		\$2		\$0	\$0
Daily	\$4	\$0	each page	\$1	each page	\$0	\$0
Monthly	\$15	\$0		\$1		\$0	\$0
Free Secure Subscription for Other Government Users -included							
Unlimited Government	\$0	\$0	each page	\$0	each page	\$0	\$0

NOTE: Access permissions will be set to match current settings.

X Customer Acknowledgement: _____ Date: _____

License and Support Agreement

This License and Support Agreement (“Agreement”) is made as of 07/01/2023 (the “Effective Date”), by and between KIGO LLC (dba Betterbin), a Wisconsin Limited Liability Company (“Company”) with its principal place of business in Kronenwetter, Wisconsin, and the Town of Norwich, Vermont, a Vermont Municipal Corporation (hereafter “Licensee”). Company and Licensee each are individually sometimes referred to as a “Party,” and collectively sometimes referred to as the “Parties.”

WHEREAS, Company has developed certain mobile applications, designed to educate the public about how to properly recycle and compost various materials and products (collectively with related documentation, revisions, error corrections, enhancements, and updates thereof, the “**Application**”);

WHEREAS, Company has developed intellectual property, including logos, images, and other graphic designs (collectively referred to as “**Images**”) for the purposes of marketing Company’s products and services;

WHEREAS, Company has developed models for providing marketing and support services for licensees implementing Application as described in Exhibit A (collectively referred to as “**Services**”); and

WHEREAS, Licensee desires to make the Application available to residents, to License the Application and Images and to purchase Services to implement the Application (collectively referred to as “**Licenses**”), and Company desires to provide Licenses for Application and Images and Services to Licensee as per the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, covenants, and agreements hereinafter contained, the Parties hereto, subject to the terms and conditions of this Agreement, agree as follows:

1. **License.** Company hereby grants to Licensee, and Licensee hereby accepts from Company, a limited, non-exclusive, non-transferable and non-sublicensable license to use the Application and Images, in a manner consistent with the specifications and limitations set forth in this Agreement and the Documentation.
2. **Term.** This Agreement shall be effective from the Effective Date until Company:
 - a. Completes Services as described in Exhibit A or
 - b. Termination of the Agreement as described in Section 3.
3. **Termination.** Company or Licensee may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other Party. In the event Termination pursuant to this Section, the Licensee shall pay Company on a pro-rata basis any payment due for any Services completed up to and including the date of termination

4. **Quality of Services.** Parties agree that the Services shall be of the same general quality as industry standards and will be provided in a timely manner. If Licensee decides to use a Service listed on Exhibit A that Company causes a third-party provider to provide Services, the Parties agree that such Services will be of a quality provided for in this Agreement. Company alone may determine whether or not to use a third-party provider for Services. Company will use the same standards it would use for itself in such a determination.
5. **Intellectual Property.** During the Term of this Agreement, the Licensee may receive access and use of Company's intellectual property, including (but not limited to) the Company's trademarks and copyrights as described in Exhibit A. The Licensee hereby agrees to only use this intellectual property as explicitly authorized under this Agreement and attached exhibits. Upon completion or termination of this Agreement, Licensee agrees to return all copies of Company's intellectual property to the Company. Licensee further agrees to delete all digital copies of Company's intellectual property Licensee has in its possession upon completion or termination of this Agreement.
6. **Payment.** Licensee shall pay Company an annual fee of \$1,500 for consideration of Licenses and Services described in Sections 2, 4, and 5 of Exhibit A. Licensee shall pay Company via check or direct deposit in the amount of \$1,500 beginning within 30 days of the Effective Date of this Agreement and for the duration of the Agreement's Term.
7. **Assignment.** Neither Party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the other Party. Subject to the limits on assignment stated in this Section, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.
8. **Force Majeure.** This Agreement shall not terminate as a result of any failure of the Parties to perform this Agreement's obligations if such failure is due to circumstances beyond their reasonable control excluding foreseeable risks (an "Event of Force Majeure") provided that at such time as an Event of Force Majeure no longer exists, the respective obligations of the parties hereto shall resume and this Agreement shall continue in full force and effect. The Party affected by an Event of Force Majeure shall give prompt notice thereof to the other Party and each Party shall use good faith efforts to minimize the duration and consequences of the Event of Force Majeure.
9. **Limitation of Liability; Indemnification.** Company, its officers, directors, employees, and agents shall not be liable to Licensee for claims, demands, damages, losses, liabilities, costs or expenses (collectively referred to as "Damages") arising out of rendering Services, except that Company shall be liable to Licensee for negligence or willful misconduct in the rendering of Services. Company shall indemnify and reimburse Licensee promptly upon demand for the cost of Damages sustained relating to rendering of Services, except as a result from Licensee's gross negligence or willful misconduct.
10. **Governing Law.** This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Vermont.

- 11. Dispute Resolution.** In the event of a dispute regarding this Agreement, the Parties shall confer in good faith in an effort to cooperatively resolve their differences. If such efforts fail, the Parties shall engage the services of a qualified Vermont mediator and shall participate in mediation, the costs of which shall be shared equally. Thereafter, if necessary, either Party may commence an action, including for injunctive relief, in the Vermont Superior Court, Civil Division, Windsor Unit. .
- 12. Compliance with Law.** Company represents and agrees that it will provide Services and Licenses only in accordance with all applicable federal, state and local laws and regulations. Licensee represents and agrees that it will use Services and Licenses only in accordance with all applicable federal, state and local laws and regulations and in accordance with the reasonable conditions, rules, regulations and specifications which may be set forth in any written manuals, materials, documents or instructions furnished from time to time by Company to Licensee.
- 13. Severability.** In the event a court found any portion of this Agreement to be unenforceable, that portion of the Agreement will be null and void and the remainder of the Agreement will be binding on the Parties as if the unenforceable provisions had never been contained herein.
- 14. Entire Agreement.** This Agreement and the Exhibits attached constitute the entire agreement of the parties relating to the subject matter of this Agreement. All prior or contemporaneous written or oral agreements are merged herein.
- 15. Amendment or Modification.** This Agreement may be amended or modified only by a writing signed by the Parties.
- 16. Headings.** The headings in this Agreement are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.
- 17. Notices.** Any notices required to be given under this Agreement shall be in writing and shall be validly given or made if (a) personally delivered, (b) delivered electronically (e.g., via email or facsimile), (c) sent by overnight courier delivery service or (d) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested. The parties shall use the contact information provided on the signature page in addressing the notices. Any change of contact information shall be made by providing notice of the change of contact information in compliance with this Section.

EXHIBIT A

Description of Application, Licenses, and Services

This document (“Document”) is provided as “Exhibit A” as referenced in the License and Support Agreement (“Agreement”) between KIGO LLC, dba Betterbin (“Company”) and Town of Norwich, Vermont (“Licensee”) effective as of July 1, 2023 (“Effective Date”). Company and Licensee each are individually sometimes referred to as a “Party,” and collectively sometimes referred to as the “Parties.” Having mutually assented to Agreement, the Parties hereby adopt the proceeding terms and descriptions as a binding supplement to the Agreement.

1. **Application.** Company has developed Betterbin (“Application”), a mobile application designed to educate compost and recycle program participants about how to properly compost, recycle and dispose of various materials and products.
2. **Application License.** Company agrees to provide, and Licensee agrees to utilize, a license for Application (“Application License”) under the following terms:
 - a. Company shall make Application accessible to Licensee for the term of the Agreement (“Term”). The Term of the Agreement is July 1, 2023 to June 30, 2024.
 - b. Company shall make Application accessible to Licensee subscription members for the Term as an App Store download, Google Play store download, as well as a web application accessible via the URL betterbin.app.
 - c. Company shall allow all residents within the Licensee’s jurisdiction to enroll as users of the Application.
3. **Images.** Company has developed its own logos, images, and other graphic designs for Application promotional materials, as well as the logo(s) of local Application sponsor(s) (referred to collectively as “Images”).
4. **Images License.** Company agrees to provide, and Licensee agrees to utilize, a license for Images (“Images License”) under the following terms:
 - a. Company authorizes Licensee to use Images as displayed in all local Application digital and print promotional materials
 - b. Company agrees to sublicense Company’s license to use sponsor(s) name and logo.
5. **Services.** Company agrees to provide Licensee with the following services (“Services”):
 - a. Create one mobile application for Licensee program participants. The goal will be to launch the Application in July of 2023.
 - b. Add, edit, or otherwise update information in the Application. Company shall make such updates within two (2) business days of receiving such request from Licensee.
 - c. Provide documentation to the Licensee to support users to troubleshoot technical issues with the Application. Company will also be available as a direct mechanism of support for user technical troubleshooting.
 - d. Co-create with the Licensee an annual marketing and promotional plan to promote use of the app among Licensee users. While the Company will, within

reason, design (graphics) and generate content (text) to support the Licensee's promotional plans, the Licensee must be willing to execute the intended plans. Plans may include, but are not limited to:

- i. Co-develop content for Licensee website, newsletter and social media
 - ii. Create a QR code graphic unique to the Licensee's Application – note that Betterbin will design the graphic at no extra charge. However, printing and distribution costs will be the responsibility of the Licensee.
 - iii. If the Company is able to procure an external sponsor or advertiser to fill in-app ad space, the Company shall make a good faith effort to ensure Licensee assents to the advertiser procured and the advertiser's intended incorporations of its logo or other promotional information in the Application or other promotional materials.
 - iv. External advertisers or sponsors shall reserve the right to include their logo or other promotional information in the Application or other promotional materials Licensee utilizes for the promotion of Application.
 - e. Company will provide the Licensee with monthly Application user analytics reports. Company will schedule quarterly meetings with Licensee to determine potential changes in usership and content.
 - f. Licensee agrees to provide reasonable estimates of changes in contamination, changes in customer requests for information about how to properly participate in the program, in-app advertisement conversions or other measures that will help show the Company data to understand the usefulness of the app. With approval from the Licensee, the Company will use such information to create publicly available case studies to showcase the efficacy of the Application and success of the Licensee's program.
- 6. Payment.** Licensee shall pay Company an annual fee of \$1,500 for consideration of Licenses and Services described in Sections 2, 4, and 5. Licensee shall pay Company via check or direct deposit in the amount of \$1,500 within 30 days of the Effective Date of this Agreement. At Licensee's request, Company shall provide Licensee with the relevant information to properly execute the method of payments specified in the preceding sentence.
- 7. In-app advertising space.** It is the Company's standard business practice to seek out external advertisers to purchase ad space in the Application. The company will work together in good faith effort with the Licensee to ensure the Licensee is in agreement with any app advertisers.
- 8. Notices.** All communications and notices between the Parties as described in this Document are subject to Section 16 of the Agreement.

From: [Chris Kaufman](#)
To: [Miranda Bergmeier](#)
Cc: [Debi Wade](#)
Subject: FW: Betterbin - app implementation followup
Date: Wednesday, July 19, 2023 12:54:19 PM
Attachments: [NOH23-002 Betterbin - Norwich VT License and Support Agreement AllChangesAcceptedVersion 06 28 23.docx](#)
[KIGO LLC Vermont LLC RegisteredVendor.pdf](#)

From: Michelle Goetsch <mgoetsch@betterbin.app>
Sent: Thursday, July 6, 2023 12:27 PM
To: Andy Scherer <andymischer@gmail.com>; Chris Kaufman <ckaufman@norwich.vt.us>
Subject: Betterbin - app implementation followup

Hi Andy and Chris,

I know everyone's schedules were a little influx over the long holiday weekend, so I wanted to touch base on implementation next steps. Attached is the contract with tracked changes accepted from your counsel, as well as our certificate of registration as a vendor able to do business in Vermont.

Once we get the contract signed on your end, we can officially begin implementation. If I'm missing anything else you may need, please let me know. Thanks!

Michelle

--

Michelle Goetsch
mgoetsch@betterbin.app
715.571.2042
about.betterbin.app



STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

The Office of Secretary of State hereby grants a

Certificate of Authority

to

KIGO, LLC

A Foreign Limited Liability Company, effective June 30, 2023



June 30, 2023



Given under my hand and the seal
of the State of Vermont, at
Montpelier, the State Capital

Sarah Copeland Hanzas
Secretary of State

Business ID: 0430969
Filing Number: 0003106225



VERMONT SECRETARY OF STATE
Corporations Division

MAILING ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104
 DELIVERY ADDRESS: Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104
 PHONE: 802-828-2386 WEBSITE: sos.vermont.gov

CERTIFICATE OF AUTHORITY

****ELECTRONICALLY FILED****

FILING NUMBER: 0003106225

FILING DATE: 6/30/2023

EFFECTIVE DATE: 6/30/2023

BUSINESS INFORMATION	
BUSINESS ID	0430969
BUSINESS NAME	KIGO, LLC
BUSINESS TYPE	Foreign Limited Liability Company
BUSINESS DESCRIPTION	Custom Computer Programming Services
BUSINESS EMAIL	

DESIGNATED OFFICE PHYSICAL ADDRESS			
STREET ADDRESS	145 Pine Haven Shores Rd., #1000A ,	CITY	Shelburne
STATE	Vermont	ZIP CODE	05482
COUNTRY	United States		

DESIGNATED OFFICE MAILING ADDRESS			
ADDRESS	2260 BONNEY DUNE DR ,	CITY	KRONENWETTER
STATE	Wisconsin	ZIP CODE	54455
COUNTRY	United States		

FISCAL YEAR END MONTH	
FISCAL YEAR END MONTH	December

AGENT INFORMATION		
NAME	PHYSICAL ADDRESS	MAILING ADDRESS
NORTHWEST REGISTERED AGENT LLC	145 PINE HAVEN SHORES RD #1000A, SHELBURNE, VT, 05482, USA	145 PINE HAVEN SHORES RD #1000A, SHELBURNE, VT, 05482, USA

DOMESTIC/HOME STATE	
DOMESTIC/HOME STATE	WISCONSIN

MANAGEMENT STYLE
Manager-Managed

MANAGER/MEMBER INFORMATION			
NAME	TITLE	PHYSICAL ADDRESS	MAILING ADDRESS
Michelle Goetsch	Manager	2260 Bonneydune Drive, Kronenwetter, WI, 54455, USA	2260 Bonneydune Drive, Kronenwetter, WI, 54455, USA

CERTIFICATE OF GOOD STANDING	
FILE NAME	DESCRIPTION
KIGO_LLC_dbaBetterbin_CertificateOfGoodStanding_WI.pdf	Certificate of Good Standing

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Michelle Goetsch
AUTHORIZER TITLE	Founder and CEO

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



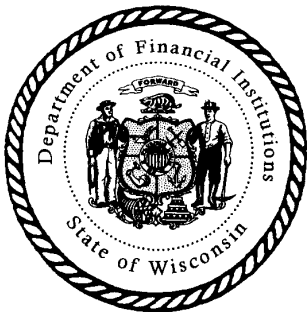
To All to Whom These Presents Shall Come, Greeting:

I, Craig Heilman, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

KIGO LLC

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is July 07, 2018.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.0214 or 183.0212 Wis. Stats., but that it has not filed a statement or articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on June 30, 2023.

A handwritten signature in black ink, appearing to read 'Craig Heilman'.

CRAIG HEILMAN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **365116-32F36A5D**

KIGO LLC (dba Betterbin)

By: _____

Name: Michelle Goetsch

Title: Founder & CEO

Address: 2260 Bonney Dune Dr., Kronenwetter, WI 54455

Email Address: mgoetsch@betterbin.app

Date: _____

Town of Norwich, Vermont

By: _____

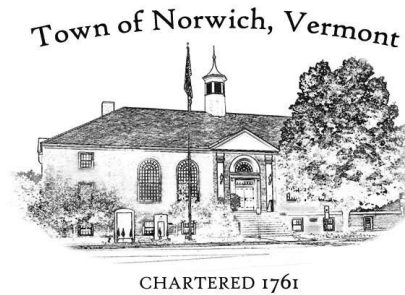
Name:

Title:

Address:

Email Address:

Date: _____



MEMO

TO: Town of Norwich Selectboard

FROM: Brennan Duffy, Interim Town Manager

RE: Fundraising for the "Kids Bridge" Project

DATE: July 19, 2023

As you recall this project, commonly known as the "Kids Bridge", is moving forward with a volunteer group of stakeholders. Part of this initiative will require securing additional funds for purchasing materials and other expenses.

As part of this process, a Norwich resident, Don McCabe, has volunteered to spearhead additional fundraising. In accordance with the Town of Norwich Master Financial Policy which states, "Before applying for or accepting a grant or gift, the Town Manager shall provide the Selectboard with a written request that details the potential source and amount of the grant or gift, the timeframe for receiving and spending the grant or gift, the purpose and conditions of the grant or gift, the impact on Town functions, employees and services and other information that will help the Selectboard review the request for approval for or accepting the grant or gift.", we are seeking Selectboard approval to begin a fundraising campaign via grants or financial donations.

The purpose is to fully fund the completion of the Kids Bridge project. These funds will likely be solicited through various channels, including individuals, local groups, and corporate donations. It is estimated that the amount of additional funds raised will be approximately \$25,000. Fundraising will be initiated as soon as approval from the Selectboard is received and will continue until the goal is met. No impact is anticipated on town functions, employees, or services as this is a self-funded project. The timeframe for spending these funds is anticipated to be this building season but could potentially be Spring of 2024.

A potential motion from the Selectboard could be: Move to approve the solicitation of funds for the Kids Bridge initiative as presented.

Thank you for your consideration.

Memo to the Town Manager

From: Interim Finance Director, J Hasbrouck

July 19, 2023

RE: Scholarship Expense Booking

After completing the reconciliation for FY23 donations for the Scholarship and Recreation Program fees I was able to find more scholarship designations and adjust the scholarship fund (#40) balance to \$2,446.47. The total scholarships awarded in FY23 was \$2,330.00. After the FY23 scholarships awarded are booked, the remaining balance in Fund 40- Scholarships will be \$116.47. We need motions from the SB to 1. expense the scholarship awards for fiscal year 23 and 2. to begin soliciting donations for FY24 awards, and beyond.

In my opinion I'd make the motion to solicit scholarship donations a standing authority so that a new motion does not need to be made each year. The Rec department now has a process drafted for the solicitation and awarding of these scholarships plus we have in place processes for monthly reconciliation of the Rec reports to the GL and a quarterly fund balance report.

Motion- On June 30, 2023 in FY 23, book the total scholarships awarded in FY23 in the amount of \$2,330.00 by debiting GL 40-5-425248.00- Scholarship's and crediting GL Account01-4-000811.10- Trx from Scholarship Fund.

Motion – Authorize the Recreation Department Director to commence fundraising for the recreation scholarship fund #40 effective immediately and continue until revoked. (I assume this will need a motion but will rely on you Brennan for the particulars.)

I would ask that you please add these items to the agenda for the SB meeting on July 26, 2023.

Thank you for your help.

Joyce

Memorandum

TO: Norwich Selectboard
FROM: Marcia Calloway
DATE: December 6, 2022
RE : Town Manager Search

Norwich resident Mary Gorman has volunteered a web search and annotated that search with her own deep background in the area of recruitment. Below are the firms she identified with some helpful questions the Selectboard might include in any RFP the board might choose to draft.

Municipal resources Inc. (<https://www.mrigov.com/>)

Located in Plymouth, NH, this firm has a NE focus and works for many smaller towns as both an adviser and a recruiter. They do a range of searches for police chiefs to town HR to town managers.

Questions should include: What is their practice vis-à-vis identification of talent, placement of advertisements? What is the firm's background and experience with recruitment and assessment in addition to running a hiring process?

Raftelis (<https://www.raftelis.com/>)

This is the firm Hanover used for its recent search; a national rather than a regional firm.

Questions should include: What is the fee structure for smaller municipalities?

Baker Tilly <https://www.bakertilly.com/specialties/public-sector-executive-recruitment>

A large public sector recruitment firm with a strong reputation in recruitment and assessment. Questions should include: What is the fee structure for smaller municipalities?

Colin Baenziger & Associates (<http://www.cb-asso.com/>)

Small, national firm experienced with town manager searches in several northern New England municipalities including Concord, NH, Portland, ME and Norwich, CT.

Questions as you explore search firms:

- 1) Retained or contingency firm - I would recommend you work with a retained firm (you pay regardless of placement) versus contingency firm (you pay only if they place someone). A retained firm will be fully committed to the search whereas a contingency firm may lose interest if the search is too hard or more/easier/better work comes across the transom. All of the best firms are retained.
- 2) Approach to creating the position spec - you'll want to understand how they engaged the public and the town employees in developing the position spec. The spec should focus on competencies, rather than a laundry list of tasks that the person must accomplish. It's good to outline responsibilities or perhaps critical work in the first 18 months, but the spec should focus on the skills, experiences, competencies and attributes that will enable the person to be successful.
- 3) Process and likely timeline
- 4) Candidate development process - what tools and approaches do they use to identify and screen talent? What early references are conducted on emerging candidates?
- 5) Referencing - there are NO shortcuts to referencing. You'll want to know who conducts the references, at what point in the search, and how will the references be delivered to you.
- 6) Guarantees - Most firms will guarantee a placement for a year (with exceptions for situations/behaviors that could not be foreseen).
- 7) Fees for a retained search tend to be 1/3 of the annual compensation with often a minimum fee. There will also be direct costs (e.g. travel of the candidates for interviews) and possible an administrative fee.

Town of Norwich
Request for Proposals for Executive Search Firm / Consultant for Town Manager
Recruitment Services

- I. [Introduction](#)
- II. [About the Town of Norwich](#)
- III. [Town of Norwich Form of Government](#)
- IV. [Ideal Town Manager Candidate](#)
- V. [Scope of Work](#)
- VI. [Proposal Requirements](#)
- VII. Selection Process

Introduction

The Town of Norwich, [Windsor County](#), Vermont requests proposals for an executive search firm or consultant to guide its search for a new Town Manager.

The ~~Board~~ [Selectboard](#) (“Board”) ~~seeks~~ [is seeking to retain](#) a firm or consultant to conduct a [reasonably](#) wide-reaching search and provide a slate of qualified candidates for the [Town Managder](#) position, which will oversee a \$5.3 million budget and a staff of ~~tk- _____ full time equivalents-~~. The ~~Board seeks an~~ [successful firm should be familiar with municipal searches for small towns; -be willing to engage with the Board, town staff, and the public/community stakeholders to develop the position specifications and execute the search. The firm will demonstrate a thoughtful and deliberate approach and explain the tools and processes they employ to identify and screen talent. engaged, thoughtful, and deliberate approach in the search for a new town manager, including a plan for soliciting feedback from community stakeholders.-](#)

The ~~Town Board will~~ [expects to](#) select a search firm or consultant by [October September](#) 2023. Proposals will be accepted from ~~June 28~~ [August 7, 2023](#) through ~~August 4~~ [September 27](#), 2023.

About the Town of Norwich

The Town of Norwich [is a community of approximately 3,300 residents in rural Vermont, located in the area of Dartmouth College.](#) It features a rural area and lifestyle, scenic beauty and natural resources, as well as a quality school system [and an engaged citizenry.-](#)

Town of Norwich Form of Government

The ~~Town of~~ Norwich [voted for](#) ~~is~~ a Town-Manager form of government [some years ago, pursuant to as provided by Vermont Statutes Annotated, Title 24, Chapter 37. under Vermont law. The Selectboard](#) [Under that Chapter the Board required to select a Town Manager with special reference to his or her education, training, and experience.](#)

~~under the direction and supervision the Board. is responsible for hiring a Town Manager with the expertise to oversee and direct the~~
~~The Town Manager oversees the town departments of~~ day-to-day activities of the Town within broad functional areas including, Finance, Public Safety, Recreation, Public Works, Human Resources, and Planning. The Town Manager ~~office also provides some Human Resource functions including hiring, removal and oversight of town employees.. Based on Selectboard budgetary and policy direction, the Town Manager~~ provides leadership on all of the Town's strategic initiatives, ~~including affordable housing, climate action, and organizational improvement. The Town Manager is responsible for hiring, removing, and overseeing all Town employees.~~

The Ideal Town Manager Candidate

The ~~successful~~ Town Manager ~~candidate~~ will be an ~~experienced administrator, and a creative and driven-visionary leader.~~ He or she will be able to multi-task with the routine and unscheduled issues which regularly flow through the Manager's office. ~~Effective communication skills and~~ ~~who~~ ~~effectively collaborates~~ collaborative approach are essential requirements ~~to with the community and the Selectboard to fulfill a shared vision of the t-Town goals and to execute its policies.~~ Critically, the Town Manager ~~must possess and utilize~~ ~~Using a variety of tools, resources, and skill sets, they will to~~ nurture and sustain a healthy work environment for staff, a productive working relationship between staff and elected and appointed officials, and a sense of trust within the community as a whole. ~~He or she will also build and maintain effective working relationships with state and regional partners. sense of belonging among staff, elected and appointed officials, and the community as a whole.~~ The Town Manager will also be ~~a~~ A strategic and fiscally responsible leader demonstrating a solid commitment ~~and ability to obtaining-obtain and maintain grants and increasing-increase revenue streams.~~ ~~the Town Manager will build and maintain trusted, engaged and effective working relationships with the Board, community, and state and regional partners and organizations. They will respond to feedback and direction throughout the year. The Town Manager is invested in responding to the disruptions of climate change within the fiscally-constrained parameters of a small town and has a motivation to address the housing crisis. The Town Manager will focus on investing in the development and empowerment of staff through increased engagement, training, and support and will continue to invest in their own professional development, engaging in training and continuous education. They will create and ensure excellence in the evaluation of the Town's programs, including documentation to meet government and grantor policies, to ideally exceed reporting requirements.~~

~~Qualifications: Candidates must have a~~ B bachelor's degree ~~or above and plus~~ any combination of ~~applicable~~ education and experience that will demonstrate the ability to perform the ~~jobduties of the office.~~ Experience making presentations ~~to board, employees, and groups and managing multiple projects or programs simultaneously.~~ The ~~Applicable~~ experience leading municipal initiatives such as affordable housing programs, climate action plans, or similar programs desirable. ~~Candidate should show a record of demonstrated leadership in one of the town's strategic initiatives: affordable housing, climate action, and organizational improvement.~~

Scope of Work

1. Perform a position analysis and develop a comprehensive position profile, which may be informed by site visits, individual meetings with Board members, focus groups with community stakeholders, and in-person and remote work sessions or workshops with town staff.
2. Review the current compensation and recommend changes, if necessary, based upon market conditions and other factors
3. Review existing recruitment materials to create an opportunity guide or other marketing materials for advertising the position. The Town expects the successful respondent to develop a marketing strategy that utilizes advertising, direct solicitation of known desirable candidates, and the firm's professional contacts.
4. Conduct review and screening of initial candidates, providing periodic status updates to Board
5. Conduct detailed background and professional reference checks on recommended finalists, including but not limited to verification of education background, criminal/civil litigation checks, social media check
6. Implement a screening process that narrows the field of finalist candidates
7. Present a summation of employment background, personal strengths, accomplishments, recommendations, and personal and professional references for top candidates
8. Design and facilitate the interview process
9. Advise Town on establishing performance expectations particular to the selected candidate's profile and qualities

Proposal Requirements

1. A cover letter including the RFP subject, name of proposing firm, contact person at the firm with all the applicable contact information
2. Describe the background, experience, and capabilities of the firm as it relates to the Scope of Work. Highlight any successful placements and discuss the unique benefits the Town is likely to experience in working with the firm.
3. Provide a description of how the recruitment is to be conducted, particularly how the firm will identify and solicit outstanding candidates that are not actively seeking positions.
4. Provide cost proposal for scope of services including fixed costs, expenses (including anticipated advertising expenses), reimbursable costs, and any other anticipated costs
5. If firm offers a performance guarantee, describe the terms and conditions under which the guarantee applies

Selection Process

Montshire Museum Site Visit June 20, 2023

Pam Smith and Priscilla Vincent went to the Montshire Museum on June 20, 2023 to have a tour of the pellet boiler heating system. Hosting us was Gary Collins, the facilities director for the museum. Also present were Jonathan Vincent, a retired LEED certified architect (there as a member of the public) and Thom Burden of Lyme Green Heat. Lyme Green Heat had installed the system in 2017.

The Montshire Museum is a 39,000 square foot building (in comparison with Tracy Hall at 12,300 sf. So it's more than 3 times the volume of Tracy Hall). The total cost of the system in 2017 was approximately \$100,000. However, because Vermont has a robust program to incentivize relinquishing fossil fuels, there were grants and rebates. The museum received additional grants from the Northern Forest Center and Efficiency Vermont. All in all, the total cost of \$100,000 became closer to \$35,000 out of pocket for the museum.

The Montshire Museum has a 20 ton capacity silo for pellets. Trucks come and deliver them on a regular basis, in the same way that oil companies make automatic fuel deliveries. Lyme Green Heat supplies the pellets; and because the Montshire is so conveniently located, LGH trucks will stop to deliver partial loads in order to empty them on the way home. The pellets are sucked up into the silo with a vacuum system; there is also an automatic vacuum system to send the pellets from the silo to the boilers. The distance from silo to boilers is approximately 100 feet; it isn't necessary for them to be adjacent. There are 2 boilers in the Montshire's basement, and they are about the same size as the 2 oil boilers in Tracy Hall. No one is hefting sacks of pellets, as one might do in a residential setting. There is a very small residue of ash from the pellets. During the coldest weeks in winter, the Montshire might have 3 buckets (like those white buckets beloved of contractors and painters) to empty within one week. And apparently the steam is very clean - not actually full of particulates. Thom Burden of LGH has studies and statistics on all of this.

Pam asked about pellet storage. We may or may not be constrained by the historic status of Tracy Hall. The silos come in different shapes: from tall and skinny to round and fat, with others in between. It might also be possible to build a 10x10x8 foot bin inside Tracy Hall, perhaps in the back left/north corner of the stage. This is just an idea that was floated, without Thom Burden having visited Tracy Hall and without any input from an architect or engineer. The distance between the storage and the boilers would not be a problem.

A note about wood pellets. They are not the same as wood chips, and they do not burn the same way. To make wood chips, trees are cut down and put into a chipper. For pellets, about 80% of the material comes from scrap and small branches and other leftovers from forest products. And this is probably one reason the Northern Forest Center has supported the Montshire's pellet burning system.

The Montshire does have an oil furnace for back up and for use during the "shoulder seasons" - the mildness of spring and fall. A newer system now might not need that. The Rutland School District has recently installed a pellet burning system. It was designed so that NO oil back up was needed. Because fossil fuel was entirely taken out of the equation, the school district received about \$100,000 in rebates, I think mostly from the state. If the system had had oil back up, the rebate would have been about a third as much - on the order of \$35,000. This indicates how urgently the state would like us to get rid of fossil fuels.

Gary Collins, the Montshire facilities director, loves his system. Before it was installed, the museum used between 8,000 and 10,000 gallons of oil a year; now it is down to 800 gallons. The new boilers consume approximately 60,000 tons of pellets a year. Everything is tied into a control system which Gary can manage with his phone from home, if necessary.

The payback period was 4 years on the new system. It tied into existing duct work at the museum. The museum has forced hot air, but the radiators at Tracy Hall would work fine too. Gary said they spend between \$22,000 - \$23,000/year on pellets. The price depends on the distance from the source and also on the volume. Gary also estimates that in 2017 when the new system

was installed, the museum put \$45,000 back into the local economy. Now it's more like \$20,000/year back into the local economy.

We would like to make a few more points. Thom Burden said on June 20 that as of that date, it would be possible to install a full pellet heating system at Tracy Hall in time for this year's heating season. And it could be without any oil burners for back up. Obviously time has slid away since then, so this goal would be harder to achieve at this point; and the wheels of government, even town of Norwich government, do not turn rapidly.

Three years ago the town was presented with the EEI proposal for a geothermal system at a cost of \$1.8 million. At the same time, Lyme Green Heat had submitted a bid for a pellet boiler system for Tracy Hall at a cost of \$95,500. The cost difference is staggering. Of course prices would be different today.

Notes taken by Priscilla Vincent

RMS Site Visit
June 29, 2023

Pam Smith and Priscilla Vincent met with Tony Dangle, the head of facilities for all of the Dresden School District, at the Richmond Middle School to tour the wood chip heating system. This was installed in 2005, when the new RMS was built. (There is also a wood chip boiler system at the Hanover High School.). Tony said that when these systems were installed, he recollects it was estimated that they would save the school district about \$180,000/year versus the oil furnaces they had had. At the time, wood chips were state of the art.

RMS is about 105,000 square feet; Hanover High is about 200,000 square feet. (For comparison, Tracy Hall is about 12,300 square feet.) At RMS, tractor trailers pull up with between 20 and 30 tons of wood chips at a time. These are dumped into a huge storage bin. An auger feeds the chips into the boilers. There are two wood chip furnaces and also a back-up oil system. The big system (wood chips) operates about six months of the year, usually from mid-October through mid-April. The rest of the time, the oil furnaces handle what is needed. Tony had mentioned to me, in my initial phone call, that he didn't think you could get a wood chip system small enough for Tracy Hall.

Tony did not have any financial numbers about payback period, cost of the system (as opposed to the whole building project), actual savings, maintenance or annual operating costs. He said wood chips are about \$55/ton right now, and the RMS uses about 300 tons/year. The ash residue is emptied approximately 3 times/week during heating system. The firebox was repaired in 2017.

In New Hampshire, there are a lot of emission requirements that have to be recorded and sent to the EPA and the state. Also, the EPA wants a maintenance report every two years on the system. Depending on BTUs and pounds of emissions generated, there is a fee that the Dresden School District has to pay. It is on the order of \$500 - \$1,000 per year for the entire school system, RMS and HHS. There is a storage drum at RMS for the heavy particulates; it did not look all that large. Tony said it is emptied twice a year. After 40 minutes or so in the huge and high ceilinged furnace room, Priscilla had trouble breathing because of the dust in the air; and of course the wood chip boilers were not operating and the auger was not transporting chips.

Tony noted that the Lyme School and the Lebanon Middle School have pellet boiler systems. He said the maintenance group finds them “finicky”. We have not talked to those schools to get their feedback.

Notes taken by Priscilla Vincent



229 Depot Street, PO Box 724, Bradford, Vermont 05033

June 21, 2023

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Priscilla Vincent
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Proposal # 22-956 R1
Replace One Boiler
Tracy Hall
300 Main St., Norwich, VT

Specifications

Priscilla,
Thank you for the opportunity to provide a quote to replace one boiler at Tracy Hall. I am quoting one V9A Burnham boiler to replace your existing Weil Mclain boiler. I am also providing separate pricing for the replacement of 14 thermostats.

- ARC will
- Disconnect and remove one boiler for disposal.
- Install a Burnham oil boiler with Becket burner in the same location as the existing. The boiler is in sections and we will assemble it in place.
- Pressure test to make sure there are no leaks after the boiler has been assembled.
- Start the piping process after the pressure test has been completed.
- Connect to existing supply and return piping.
- Connect to existing boiler fill; the expansion tank does not need to be replaced.
- Connect to new Tekmar boiler control, which will control both boilers.
- Connect the flue to the existing flue piping.
- Connect to the existing oil lines.
- Start system, perform an efficiency test, and check for proper operation after all connections have been completed.

Total Investment

Thirty-Two Thousand, One Hundred Thirty-One Dollars and 00/100 \$ 32,131.00

Note

14 PurePro Digital Programable Thermostats Add \$ 2,465.00

Respectfully Submitted by
ARC Mechanical Contractors, Inc.

Accepted
The specifications, terms and conditions outlined are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

Handwritten signature of Paul Luciw

Paul Luciw, Sales Associate/Project Manager

Signature

Date

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Print Name & Title

Exclusions

- Cutting, patching, core drilling, painting
• Temporary heat and plumbing
• Line voltage electrical wiring and loose disconnects
• Repairs/modifications to systems beyond this scope of work
• Permits and permit fees
• Premium time labor

Limited Warranty

All products provided and installed by ARC Mechanical Contractors, Inc are warranted to be free from defects in material and workmanship for a period of one year from the original installation unless otherwise noted and unless a product manufacturer's warranty is less than one year in which case the Limited Warranty given herein shall extend only for that period of time covered by the applicable manufacturer's warranty. This Limited Warranty is limited to parts and labor for repair or replacement of defective parts only. This Limited Warranty does not cover consequential damages, including but not limited to loss of income or profits and ARC Mechanical Contractors, Inc shall not be responsible for any such consequential damages. To the extent that a warranty issued by a product manufacturer in some cases may extend beyond the one year period, this Limited Warranty shall extend for the full period of the manufacturer's warranty on the applicable piece of equipment. Except as stated herein, THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

Payment Terms

- Deposit of 33% required upon acceptance of this agreement; balance upon satisfactory completion.
• Due upon receipt - 1% finance charge (allowed by law) on all invoices 30 days past due.
• In the event that ARC Mechanical Contractors, Inc. takes any collection action to collect on any balance due which is 30 days or older, the Customer shall pay all costs and attorney fees associated with any such collection effort.
• We accept Mastercard, Visa and American Express.



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

JUNE 2023

PREPARED BY: Wade Cochran, Chief

DATE: July 5, 2023

The Norwich Police Department responded to 88 calls for service during the month of June. Officers made 18 motor vehicle stops, issuing 5 tickets and 8 written warnings. After a lengthy investigation, Officer Maxham arrested 5 individuals for Retail Theft and Contributing to the Delinquency of a Minor.

Officer Ingraham dropped by the Marion Cross School during their field day on June 14. NPD treated Demo Sofronas to lunch on the last day of school. Demo has been our crossing guard for several years and we appreciate the work he does.

Sgt. Rogers, Officer Ingraham and Officer Maxham each completed several hours of Firearms training this month. Sgt. Rogers is also an instructor which requires him to teach classes throughout the year in order to maintain his certification. Officer Ingraham attended a weeklong course in Crime Scene Processing and Photography. NPD hosted an area Chief's meeting. Speakers from ATF and the US Attorney's office talked about Vermont's growing drug problem and what assistance they can provide.

On June 28th Officer Chelsea Maxham gave her resignation effective July 15, 2023. Officer Maxham will be going to another agency to continue her law enforcement career. This is a huge loss for the Norwich Police Department as well as the Town of Norwich. I personally wish Chelsea the very best and am extremely confident she will be a successful officer who will one day be a leader in this field.

With Chelsea's departure we will be looking to fill her position, however this is a lengthy process and lack of interest makes this process harder. Due to vacations and being down an officer the Police Department has no choice but work a schedule that will mean gaps in coverage and certain calls that we will not be able to respond to. I will do my best to fill this position. Below is a list of services that the police will most likely not be able to respond to:

- Property checks (Private security or property management arrangements would be needed)
- Vehicle lock outs (a towing service would need to be called)
- Vin Verifications. (Department of Motor vehicle provides this service) we do as a courtesy
- Dog complaints
- Filling in as crossing guard
- Details such as parades or marathons
- Civil disputes such as landlord/tenant concerns
- Parking lot crashes

Our next Coffee with a Cop is scheduled for July 24, 2023 at 10 a.m. Please come and join us and bring your questions or concerns. This is a meeting with no agenda and we welcome all that can attend.

Wade Cochran
Chief of Police

NORWICH FIRE DEPARTMENT JULY SB REPORT



PREPARED BY: FIRE CHIEF ALEX NORTHERN

DATE: 7/5/2023

Hello from the desk of the Fire Chief. I hope everyone's summer is off to a good start. This month, I have included a grilling safety tip sheet for your review. Grilling is fun when done safely.

Sincerely,

Alexander Northern

Town of Norwich Fire Chief

Deputy EMD

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.

June FIRE CALLS	14
June EMS CALLS	20
June FIRE MUTUAL AID	0

Grilling Safety

There's nothing like outdoor grilling. It's one of the most popular ways to cook food. But, a grill placed too close to anything that can burn is a fire hazard. They can be very hot, causing burn injuries. Follow these simple tips and you will be on the way to safe grilling.

SAFETY TIPS

- » Propane and charcoal BBQ grills should only be used outdoors.
- » The grill should be placed well away from the home, deck railings and out from under eaves and overhanging branches.
- » Keep children and pets at least three feet away from the grill area.
- » Keep your grill clean by removing grease or fat buildup from the grills and in trays below the grill.
- » Never leave your grill unattended.
- » Always make sure your gas grill lid is open before lighting it.

CHARCOAL GRILLS

- » There are several ways to get the charcoal ready to use. Charcoal chimney starters allow you to start the charcoal using newspaper as a fuel.
- » If you use a starter fluid, use only charcoal starter fluid. Never add charcoal fluid or any other flammable liquids to the fire.
- » Keep charcoal fluid out of the reach of children and away from heat sources.
- » There are also electric charcoal starters, which do not use fire. Be sure to use an extension cord for outdoor use.
- » When you are finished grilling, let the coals completely cool before disposing in a metal container.

PROPANE Grills

Check the gas tank hose for leaks before using it for the first time each year. Apply a light soap and water solution to the hose. A propane leak will release bubbles. If your grill has a gas leak, by smell or the soapy bubble test, and there is no flame, turn off both the gas tank and the grill. If the leak stops, get the grill serviced by a professional before using it again. If the leak does not stop, call the fire department. **If you smell gas while cooking, immediately get away from the grill and call the fire department.** Do not move the grill.

If the flame **goes out**, turn the grill and gas off and wait at least **5 minutes** before re-lighting it.

FACTS

- ❗ July is the peak month for grill fires.
- ❗ Roughly half of the injuries involving grills are thermal burns.



**IREC Progress Report
Town of Norwich
June 2023**

- Organized the Mow Electric [Commercial Electric Lawn Equipment Demo](#) event hosted by the Woodstock Union High School that was held on June 22. Five vendors provided electric grounds maintenance demonstration units that included zero-turn mowers, push mowers, chain saws and leaf blowers that municipal grounds crews and landscaping contractors could try out. The event was very successful as there was a constant hum of electric mowers and equipment in use during the event.
- Began preparing documentation for the upcoming Municipal Energy Resilience Program (MERP) energy assessment for Tracy Hall. The MERP Energy Assessment application is now released and the application for Tracy Hall is expected to be submitted in July.
- A Vermont EV charging grant application was also just released and includes funding to install EV charging equipment at 3 targeted types of locations; multi-family apartments, commercial businesses and community places of interest. This is a good potential opportunity for Norwich and will be an IREC focus in July.
- IRA funding includes 30% to 40% tax credits for replacing fossil fuel heating equipment. This credit can now be applied to municipalities. This together with existing grant opportunities means that funding is now available for facility projects including energy upgrades, weatherization and insulation. I will be working with your town manager and energy committee to identify opportunities.
- Organized a tour and project overview of Vermont's largest solar canopy at Lawson's Finest Liquids in Waitsfield VT. This was a first-hand look at a working solar project with many potential applications. Solar canopies can be installed over existing built environments, can provide power to EV chargers and protection from the elements for vehicles and road maintenance equipment. Sean Lawson provided a project overview and Green Mountain Power, SunCommon, and Aegis Renewable Energy were on hand to explain their role in the project. The solar canopy, rooftop solar and solar field provide nearly 100% of the facility's electrical power.

William B Emmons III, Chair ~ Peter G. Gregory, AICP, Executive Director
128 King Farm Rd. Woodstock, VT 05091 ~ 802-457-3188 ~ trorc.org

**IREC Progress Report
Town of Norwich
May 2023**

- The MERP mini-grant application submitted by Norwich was accepted. The funds are expected to be released to the town by the end of July 2023.
- The next phase of the Municipal Energy Resilience Program (MERP) is a free energy assessment financed by the state of VT. The assessment is required in order to receive MERP grants or funding. The release date for the MERP assessment has been moved out a number of times. I will advise as soon as it is announced.
- Organized the Mow Electric event that will be held on Thursday June 22 at the Woodstock Union High School grounds. Coordinated with 5 vendors to showcase their commercial electric equipment and provide demo units so that grounds crews can try out the equipment for themselves. The electric grounds maintenance equipment available for demonstration includes zero-turn mowers, push mowers, chain saws and leaf blowers. This event is geared toward municipal grounds maintenance crews including schools, and the grounds maintenance contractors that support them. Residential equipment will also be available.
- Reviewed the Living Buildings project summary submitted by Marcus Jones. Recommended that Marcus revise some sections and resubmit the report.
- The VT Department of Housing and Community Development (DHCD) grant with funding for EV charging infrastructure application date was delayed and is now expected to go live in early July 2023.

Gerald Fredrickson, Chair ~ Peter G. Gregory, AICP, Executive Director
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