

Norwich Selectboard

Regular Meeting – October 11, 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 – September 21 and 27, 2023 meeting minutes.....Motion(s) required.

3. Correspondence Motion required.

4. AP Warrant..... Motion(s) possible.

Public Comments for Items not on the Agenda.

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

- Selectboard and Town Manager statutory duties, scope and limits.
- Police Chief information about police fleet status.

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

5. Katucki v. Town of Norwich, 7:00 p.m. Executive Session under 1 V.S.A. § 313(a)(1)(E) regarding pending civil litigation to which the public body is a party Motion(s) possible.

6. DPW bid recommendations for contracts:

a. Winter snow plowing..... Motion(s) anticipated.

b. Road salt.....Motions(s) anticipated.

7. Norwich/Hanover Police Department reciprocal agreement... ..Motion(s) anticipated.

8. Listers’ Office Personnel, Executive Session under 1 V.S.A. § 313(a)(1)(F) for the purpose of discussing confidential attorney-client communications made for the purpose of providing professional legal services to the body... .. Motion(s) possible.

9. Planning Commission discussion... .. Motion(s) possible.

10. Selectboard guidance for appointed groups and development of oversight protocols
..... Motion(s) possible.

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.

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Discussion Items – Issues being framed for future action.

- Fiscal Year 2025 Budget priorities discussion.

Future Meeting Dates and Potential Topics

- Nov. 8, 2023 Regular Meeting

- Ongoing and future work
- **Interim Town Manager's Office**
 - Personnel Policies – work in progress
 - H.R. structure, ID nature of assistance, scope/purpose – work in progress
 - Budget preparation for FY 24 – in progress
- **Selectboard**
 - Committees: coordination with overall town priorities – beginning soon
 - Norwich/Sharon Town Line – to begin
 - Public Safety – on-going hiring
 - Financial Policies & Procedure – on-going review

Adjournment

Norwich Selectboard Special Meeting

September 21, 2023

Time meeting started: 5:06 pm

Active participants: Marcia Calloway, Mary Layton, Priscilla Vincent, Pam Smith, Roger Arnold
(executive session only), Brennan Duffy

Public Comments: None

Minutes taken by Mary Layton

1. Layton moved, second by Vincent to approve the agenda. Vote: Yes-Calloway, Layton, Vincent, Smith
2. Layton moved, second by Vincent to find that premature public knowledge would place the public body or a person involved at a substantial disadvantage pursuant to 1 V.S.A. section 313(a)(1) Vote: Yes-Calloway, Layton, Vincent, Smith
3. Layton moved, second by Vincent to enter Executive Session under 1 V.S.A. section 313 (a)(1)(A) to discuss the Interim Town Manager Contract and to invite the Interim Town Manager as may be necessary. Vote: Yes-Calloway, Layton, Vincent, Smith
4. Time executive session entered: 5:09 pm
5. Vincent moved, second by Layton to enter public session. Vote: Yes-Calloway, Layton, Vincent
6. Time public session entered: 6:44 pm
7. Layton moved, second by Vincent to adjourn. Vote: Yes-Calloway, Vincent, Layton
8. Time meeting adjourned: 6:44 pm

DRAFT Minutes of the Special Selectboard Meeting of
Wednesday, September 27, 2023, at 6:30 pm

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

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

Also participating: Brennan Duffy, Interim Town Manager; Jaan Laaspere; Stuart (Stu) Richards; Jeffrey (Jeff) Goodrich; Garret Heaton, Energy Committee Vice Chair; Cheryl Lindberg, Treasurer; Kris Clement; Chris Kaufman, Director of Public Works; Israel Maynard, Stantec; Shawn Kelley, Project Director, Sanborn, Head & Associates; Charlotte Metcalf; Wilbert C. (Scooter) Hardy; Ernest (Ernie) Ciccotelli

Note that sections are presented here in the order they were addressed at the meeting, which may occasionally differ from their sequential item numbering.

Welcome. Meeting was called to order by Calloway at 6:32 PM. She reminded anyone wishing to join via Zoom® to present with both first and last names to help prevent unwelcome intrusions, commonly known as “Zoom-bombing.”

1. Agenda. Vincent moved, seconded by Layton, to approve the agenda. Prior to the vote, Smith read a statement objecting to the Chair’s having pressed the Board into emergency sessions the previous week. Calloway, Arnold, Layton, Vincent, Yes; Smith, No. **Motion Passed.**

1.5. Appointment or employment of an employee. Layton moved, seconded by Vincent, to enter executive session pursuant to 1 V.S.A. § 313(a)(3) to consider the appointment or employment of an employee. Calloway, Arnold, Layton, Vincent, Yes; Smith, No. **Motion Passed.**

Layton amended the motion to invite Interim Town Manager Duffy into the executive session, which was accepted by Vincent. Calloway, Arnold, Layton, Vincent, Yes; Smith, No. **Motion Passed.**

Entered Executive Session: 6:41 PM

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

Entered Public Session: 6:59 PM.

Layton moved, seconded by Vincent, to ask the Selectboard to approve an offer of employment to Brennan Duffy to serve as Norwich Town Manager from the date of signing for a term of three years ending in 2026 and to authorize the Chair to sign and execute the agreement. Calloway, Layton, Vincent, Yes; Arnold, Smith, No. **Motion Passed.**

2. Minutes. Smith moved, seconded by Vincent, to accept the minutes of September 6 and 20, 2023, with corrections as agreed. **Passed Unanimously.** The minutes of September 21 were tabled until the next meeting.

3. Correspondence. Stu Richards, speaking via Zoom as a member of the Planning Commission, asked the Selectboard, if possible, to retrieve for them an editable electronic copy of the Town Plan.

Duffy commented on a memo in this meeting's packet from Jaan Laaspere, Chair of the Planning Commission, that in part summarizes how the Commission may best be involved in the process to be undertaken toward hiring an individual to serve as the primary staff member in its support, including what might be the most appropriate title for the position. Duffy reported that he has had productive conversations with Laaspere regarding these matters and that they had thus far received inquiries from four potential candidates, of whom two appeared well qualified.

Duffy also drew attention to a memo in the packet from Doug Wilberding concerning potential liabilities associated with a program by which the Energy Committee had been lending out E-bikes for the public to consider possible purchase for personal use. Garret Heaton, Vice Chair of the Energy Committee, via Zoom read a brief statement from Erich Rentz, the Committee's chair, saying in part that they have established liability insurance for all parties involved and that any deficiency had been simply due to an "honest oversight."

Smith moved, seconded by Vincent, that the Chair of the Selectboard send a letter on behalf of the Selectboard congratulating Cheryl Lindberg on being named the 2023 Treasurer of the Year by the Vermont Municipal Clerks and Treasurers Association. **Passed Unanimously.**

Layton moved, seconded by Vincent, to accept the correspondence as submitted. **Passed Unanimously.**

4. AP Warrants. The Board addressed the status of six AP warrants, including two that the Chair had already signed as per direction of the Board in their absence. Cheryl Lindberg joined the discussion via Zoom, asking Duffy to look into a couple issues, to which he agreed.

Layton moved, seconded by Arnold, to approve AP warrant #1050 in the amount of \$4,275,712.99 from the General Fund; warrant #1051 in the amount of \$3,795.89 from the Town Reappraisal Fund; warrant #1052 in the amount of \$12,964.00 from the Police Special Equipment Fund; and warrant #1053 in the amount of \$19,151.00 from the DPW-Paving Fund. **Passed Unanimously.**

Public Comments for Items not on the Agenda. Kris Clement, Jaan Laaspere, Stuart Richards, and Cheryl Lindberg voiced objections regarding the process that led to the appointment of the incumbent Interim Town Manager to a permanent Town Manager position with a three-year contract. They focused especially on the use of emergency sessions and perceived lack of transparency and opportunity for public input. Calloway said they would soon release a public statement regarding the matter and that the concerns expressed were “duly noted.”

5. Womens’ Club request for alcohol ordinance waiver. As liaison from the Women’s Club, Lily Trajman requested a permit for their November 4 “Sock Hop” event. Layton moved, seconded by Arnold, to recess as the Selectboard and reconvene as the Liquor Control Board. **Passed Unanimously.** The Board reconvened as the Liquor Control Board at 7:49 PM.

Layton moved, seconded by Arnold, to waive the Alcohol Ordinance to permit The Norwich Women’s Club to hire a licensed caterer to serve wine, beer, and spirits at their event in Tracy Hall on November 4, 2023. **Passed Unanimously.**

Layton moved, seconded by Vincent, to recess as the Liquor Control Board and reconvene as the Selectboard. **Passed Unanimously.** The Selectboard reconvened at 7:51 PM.

6. Stantec Proposal for Engineering Services for Hemlock Road. Duffy invited Chris Kaufman to join via Zoom. He was joined by Israel Maynard of Stantec and Shawn Kelley of Sanborn Head. The two firms have agreed to work together, with Sanborn Head meeting the requirements for geotechnical analysis. Calloway and Duffy explained that while Stantec will take the lead, they need the expertise brought to the project by Sanborn Head. Kelley said that “we’re geared up to work with Stantec” and that he’s walked the site and they’ve been in touch with local drillers who also may be brought onto the job.

Duffy reported that there has been additional unauthorized interference on the site, including a suspicious fire, someone throwing signs over the embankment, and illicit grading to make the road appear drivable when it is not yet certifiably safe. He said an “active criminal investigation” is underway. Most importantly, he said the illicit filling and grading has only obscured the underlying conditions, which must be assessed with proper soil drilling.

Calloway asked Kaufman to respond to those, including Charlotte Metcalf, who question why the necessary work cannot be accomplished with more local resources. He said the DPW is not equipped to assess the kind of slope issues faced on Hemlock Rd.

Jeff Goodrich said as an engineer himself he has routinely worked with Shawn Kelley and he believes the Town should contract directly with Sanborn Head but not Stantec. He doesn't think FEMA will fund the project and disagrees with the diagnosis of a toe-cut issue, that in fact there is no sheer-plane failure. Said it's actually a "relatively small watershed" and so evidently not a result of any unprecedented inundation event. He is certain, however, that an assessment by Sanborn Head will resolve any uncertainty.

Scooter Hardy said he's been walking the area for a few weeks and has seen no evidence of erosion, though he advised everyone not to dig into the slope. In his opinion, "the road is fine" and Stantec should be removed from the project completely. He characterized the situation as "a complete farce" and asked rhetorically, "who concocted this thing?" Hardy added that he suspects the Interim Town Manager and the Director of Public Works of bad dealings.

Duffy responded, "You've just accused myself and Mr. Kaufman of being in on it." He and Kaufman agreed they've "been defamed" and asked that Hardy present any evidence he might have. Calloway said everyone should move past conspiracy thinking. Goodrich stood to assure that he doesn't suspect Duffy and Kaufman of nefarious intent.

Ernie Ciccotelli via Zoom asked if there's any guarantee FEMA will actually pay for the proposed work. He suggested an "education event" be staged at which Sanborn Head and Stantec would show the public on-site what the evidence is of a purported dangerous undercut on the slope in question. Calloway cautioned in response that such an event might not be safe. Ciccotelli said he didn't think there was any risk to walking the road or kayaking near the slope and that he would be willing to sign a liability waiver.

Arnold moved, seconded by Layton, to authorize the Interim Town Manager to sign the Stantec contract dated September 20, 2023, for completion of the preliminary engineering work outlined in that contract, to be funded by Unanticipated Emergency Fund for an amount not to exceed \$96,000. Calloway, Arnold, Vincent, Layton, Yes; Smith, Abstain. **Motion Passed.**

8. DPW bid recommendations for contracts: (a) winter sand and gravel; (b) winter snow plowing. By consensus, the Board assented to Duffy's request to table the snow plowing topic until a later meeting. Chris Kaufman reported that the two bidders on the sand and gravel work, Pike Industries and Twin State Sand and Gravel, were competitive on the sand but Pike came in much higher on supplying the gravel. He recommended the Board give the contracts for both gravel and sand to Twin State.

Layton moved, seconded by Arnold, to authorize the Interim Town Manager to accept the bids from Twin State Sand and Gravel not to exceed the fiscal year 2024 budgeted amounts for winter sand and gravel. **Passed Unanimously.**

7. RFP for Tracy Hall Improvement Study. Duffy reported the Town has received three responses to the RFP for renovations to Tracy Hall. Their cost estimates vary from \$25,000 in Randall T. Mudge & Associates' proposal to a range of \$35,000 to \$65,000 for Energy Efficient Investments. Studio Nexus Architects + Planners scoped out middle ground at \$33,800.

Duffy recommended contracting with Studio Nexus, which is based in White River Junction. He said their proposal was the most thorough and well thought out, explicitly allowing for potentially bringing in complementary specialists as necessary, and that they have completed similar projects and provided two strong references. The Board reviewed the Studio Nexus proposal in some depth, focusing on the scope of work proposed as well as the potential roles specified for additional consultants.

Layton moved, seconded by Arnold, to authorize the Interim Town Manager to accept the proposal from Studio Nexus Architects + Planners in an amount not to exceed \$34,000 for the Tracy Hall Improvement Study, to be funded by the Operation Performance and Development Fund. **Passed Unanimously.**

9. TRORC contract extension for Kyle Katz, Planning Services. Layton moved, seconded by Smith, to authorize the Interim Town Manager to execute the contract extension with TRORC for Kyle Katz to provide planning services to the Town of Norwich for the period ending December 31, 2023 in the amount of \$9,500. **Passed Unanimously.**

Town Manager's Report. Duffy reported that he and other staff have begun the capital planning process and that he anticipated Joyce Hasbrouck will have completed meetings with the various department heads by the next week. Their focus will then turn to operational budgeting. He hopes to have something for the Board to review at the first meeting in November.

Calloway asked that each member come to the next meeting with a list of what they consider to be "non-negotiable obligations" as a starting point for discussion.

Duffy read a memo from Chief Romei regarding radar speed feedback signs (RSFBs), which said all five of those currently in use will need to be replaced. Direct replacement would take many months according to Green Mountain Power, but since new models are solar powered, GMP need not be involved and hopefully they will all be in place by the end of October. The Chief recommends purchasing a "Speed Tracker Plus," at an approximate cost of \$3,500, which can be easily moved from place to place for additional data collection as well as traffic slowing. Such data may then inform allocation of policing resources for direct enforcement. The idea sparked interest but its discussion led to no particular conclusion.

Duffy noted that Chief Cochran had signed onto an agreement with the Town of Hanover to allow Norwich police to operate as needed in Hanover and vice versa, but that the Selectboard had not given its formal approval as required by statute. He said the decision could be put off until another meeting when it could be put on the formal agenda. Consensus was reached to put relevant documents in the packet for the next meeting.

Duffy said Kaufman meets with FEMA on an approximately weekly basis, though focusing mainly on emergency response rather than the Hemlock Rd. situation.

He also reported that an energy assessment mini-grant has been approved for the Town, whose monies are to be administered by TRORC.

On the heating situation in Tracy Hall, Duffy said the second oil boiler has been brought back to operational condition after approximately \$3,500 worth of repairs.

Smith expressed concern about some details in Hasbrouck's financial report as found in the packet. For example, the line item for Selectboard members' annual stipends should be reported as \$2,500 instead of \$500, which is the amount paid each of the five members. Duffy asked her to put her concerns in writing for him to share with Hasbrouck.

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

Meeting Adjourned: 10:32 PM.

Respectfully submitted,
Ralph C. Hybels
Minutes Taker

Approved by the Selectboard on

Marcia Calloway, Selectboard Chair

PLEASE NOTE: JUNCTION ARTS & MEDIA (formerly CATV) POSTS RECORDINGS OF ALL REGULAR MEETINGS OF THE NORWICH SELECTBOARD.

September 19, 2023

Dear Norwich Select Board,

We own and operate the Norwich Farm Creamery on Norwich Farm, the property owned by the Norwich Farm Foundation. We are writing to correct the public record regarding misinformation in a letter that was sent to the Norwich Selectboard from Jeanie McIntyre of the Upper Valley Land Trust dated August 21st 2023 included in the September 6th 2023 Selectboard Packet.

In the second paragraph of the letter Ms. McIntyre states, “At times the trailhead parking that UVLT constructed in 2015 has been at or near capacity and UVLT has received complaints from a neighboring business owner about spillover impacts of the parking area, including impacts of UVLTs maintenance contractors and users.” While we are not named, Ms. McIntyre is obviously referring to NFC. We were surprised to read this as, in prior responses to neighbors’ questions, the UVLT never mentioned “complaints from a business owner.” For your information, our farm store and creamery area adjoin the trailhead parking area.

We checked our records and we have sent a total of three emails over the past 7 years to UVLT regarding concerns related to parking by their users or use of the lot by their contractors. With the lot having been open over 2,500 days, three communications calculate to a “complaint” free rate of 99.88%.

While popular, the parking area was hardly ever at capacity, as we saw firsthand every day. We never complained about spillover parking because it rarely happened. In the few instances where there was spillover, we allowed users to park on the property but asked them to park clear of our work areas. As all the people that used the trails or shopped our farm store know, we created a welcoming atmosphere for community interaction daily.

For the record, none of our emails to Ms. McIntyre were returned, so we had no awareness of any impact that our communications had on UVLTs decision making. Ms. McIntyre seems to single us out as primary in their decision, which is odd given that UVLT chose to ignore our communications rather than engage in dialogue, as a neighbor normally would have done. If one of the main reasons for the move is not accurate, what of the other reasons given?

The former trailhead was a special Norwich place where neighbors, children, friends, and dogs met to walk and ride the easy trails behind Norwich Farm. For many visitors to the area, this had become a destination. Where else in the world, literally, could one go for a hike, and then top it off with a creamery fresh chocolate milk or shop for local food in a self-serve farm store? Used to be Norwich.

Laura Brown and Chris Gray
Norwich Farm Creamery
Turnpike Rd.

To Norwich Selectboard

Heat Source for Tracy Hall 9.25.23

Elissa Close, Partridge Hill

I am opposed to use of WOOD PELLETS as a heating source for Tracy Hall. CO2 is a problem. We need to commit to using LESS CO2; not installing a CO2-producing heat source as an alternative.

Installation of a wood pellet boiler system contributes to the existing CO2 issue rather than being an effective solution. While there are varying opinions regarding safety and efficacy of burning wood pellets, the number and character of concerns regarding negative aspects are, at a minimum, cautionary if not an emphatic "no" to pellet burner use. Among these issues:

- Standards of evaluating pellets are inconsistent.
- Emission standards in the U.S. often exclude emissions from the ignition phase (the first hour of burn time after ignition). Yet emissions during that phase can be hundreds of times higher than standards permit, thus raising overall emissions.
- Norwich's location in a valley could very likely cause smoke/emissions to linger in the downtown location where population density is highest and elementary school is located. Thus, exposure to any toxins that are emitted will impact greater numbers of people and those more sensitive (children) when air is still or inversion occurs.
- After much of the summer spent under a cloud of smoke from Canada wildfires with forecasts predicting more such summers to come, we should seek means to decrease local and global levels of CO2, smoke, and toxins. Pellet boilers further contribute to this issue.
- Pellets vary greatly in chemicals present. Even between bags of pellets produced by the same company, presence of toxic heavy metals varies.
- Wood pellets release CO2 when burned, but there is also CO2 released during harvesting and processing of pellets. We need to reduce CO2 emissions, not increase them further when there are other options available to us.

I am concerned that pellet use, even on a temporary basis or 'backup,' heat source will become temporarily permanent – for decades, until it finally fails of old age. Given the way such matters evolve in Norwich, we could still be dealing with this polluting carbon source as a means of heating for decades. Far better not to install the wrong 'solution' in the first place and make use of a reasonable alternative with fewer negative characteristics at the outset. We must move away from carbon producing energy sources. Period.

Heat pumps/ mini-splits, installed in strategic locations to protect pipes, present an alternative that meets CO2 reduction target while heating AND cooling the building during and after renovations. By functioning year-round to provide heat and cooling, overall cost would be decreased, in comparison to a pellet boiler that services only one season.

Leave the functional boiler in place as 'back up' for time being. Together with strategically placed heat pumps, the combination could carry Tracy Hall through this transition phase until renovations are complete. The proposed system poses less offsite impact to town and planet than purchase of a "temporary" pellet boiler.

Thank you,

Elissa Close
Partridge Hill





September 27, 2023

Dear Town Leader,

We are reaching out to request an opportunity to come visit with your Conservation Commission and/ or Selectboard to update you on the relicensing of the Vernon, Bellows Falls, and Wilder hydroelectric facilities.

As you may know, these hydro facilities, owned by Great River Hydro, are approaching the home stretch of the Federal Energy Regulatory Commission (FERC) relicensing process. The new license that results from this process will direct operations at these facilities for the next 40+ years. Connecticut River Conservancy (CRC) has been involved in this relicensing process since it started in 2013, advocating for better environmental protections for the river and mitigation of impacts to the river and adjacent communities.

CRC expects that FERC will announce a formal comment period on the final license application over the coming months. We also expect the public process for issuing a 401-water quality certification in both VT and NH will commence soon after this announcement from FERC. **These are the last two opportunities for your concerns to be heard in this once in a lifetime relicensing process.**

Comments by communities are critical to ensure that FERC understands and responds to local concerns and desires. Local community members can provide invaluable knowledge of how town lands, natural resources, and wildlife populations have been and may continue to be affected by hydro operations. We value your knowledge and input!

We are reaching out to request an opportunity to come visit with your Conservation Commission and/ or Selectboard to update you on this relicensing process and next steps. We can provide information on what has happened since the last time we may have talked with your town, share our concerns about the final license application, and discuss how your town can participate in the final stages of this process to ensure you have a voice in how our public trust river is used. **If we can join you for a meeting before the end of November, we think this will provide enough time for your Selectboard to determine any course of action or comments you'd like to submit.**

Please contact Kathy Urffer at the email or phone number below to schedule a time for us to present to your town. You can also visit our webpage for more information (<https://www.ctriver.org/our-work/hydropower/>). We hope to hear from you soon and look forward to working with you to engage in this process.

Sincerely,

Kathy Urffer, River Steward, VT
kurffer@ctriver.org; 802-258-0413



Connecticut River
Conservancy

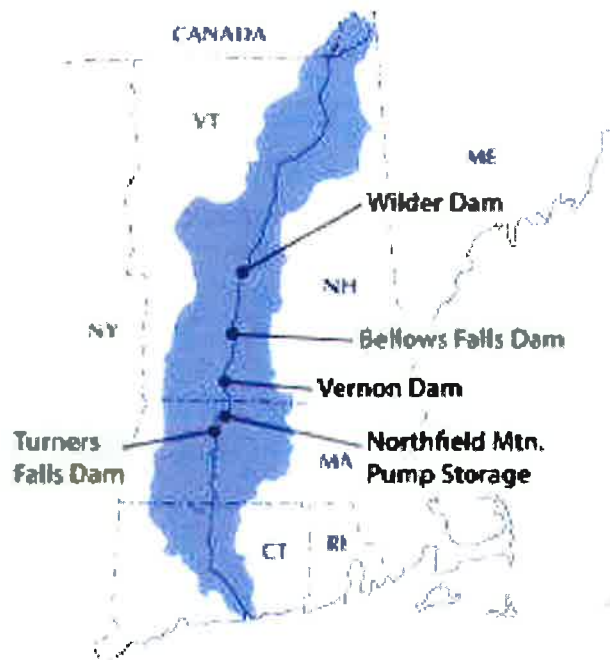
Five Hydro Facilities Now! The heart of the Connecticut River's next 50 years.

Since late 2012, five hydroelectric facilities in the heart of the Connecticut River valley have been in the process of renewing their operating licenses in a process known as relicensing. **The licenses for two facilities in northern MA and three dams in southern VT and NH will endure for the next 30-50 years and impact more than 175 miles of the Connecticut River.** It's critical that we all speak up NOW in this once-in-a-lifetime opportunity to influence these operating licenses.

The three dams at Wilder, Bellows Falls and Vernon in New Hampshire and Vermont are owned by [Great River Hydro](#) (formerly TransCanada), a subsidiary of Hydro-Québec, the largest power utility in Canada whose sole shareholder is the Québec government.

The two Massachusetts facilities, Turners Falls Dam and Northfield Mountain Pumped Storage Project, are now separate LLCs under [First Light Power Services LLC](#), owned by PSP Investments, one of Canada's largest pension investment managers.

The Federal Energy Regulatory Commission (FERC) last issued licenses for these facilities over forty years ago and all five licenses initially expired in April 2018.



Next Steps

Comments by local communities, the states, individuals, and other stakeholders provide a rare opportunity to improve the health of our river. The current relicensing process for these five hydropower facilities will dramatically affect the health of the river and watershed for generations to come. [Anyone with thoughts or concerns can comment](#) and those comments become part of the official record for that project.

Kathy Urffer, VT
kurffer@ctriver.org
802-258-0413

Kelsey Wentling, MA
kwentling@gmail.com
413-772-2020 x216

Kate Buckman, NH
kbuckman@ctriver.org
603-931-2448

CRC river stewards Kelsey Wentling (MA), Kate Buckman (NH), and Kathy Urffer (VT) are participating in all the formal proceedings related to this relicensing effort. They review reports, prepare CRC comments, and are working to engage the public in the process. They would be glad to answer any of your questions or speak to your group about the relicensing.

Both companies submitted revised final applications in December 2020. Since then, the companies engaged in some specific settlement discussions to resolve some of the issues. FERC will review all application documents and issue a request for the public to comment and formally intervene. CRC expects a public comment period sometime in fall of 2023 or winter of 2023-2024.

CRC'S ROLE

CRC's desired outcomes and priority areas where CRC is advocating for change include:

- Safe, timely, and effective upstream and downstream fish passage
- Operational changes at the dams to minimize surface water fluctuations both upstream and downstream to minimize bank erosion and impacts to rare and threatened species
- Healthy aquatic habitat for river critters
- Seasonally appropriate minimum flows in the river channel
- Ecologically compatible and accessible recreational facilities
- Protection and interpretation of historic and archeological resources
- Consideration of Traditional Cultural Properties

YOUR ROLE: YOU have a say!

It is important for the public and municipalities **to submit comments** to make sure that local concerns and desires are voiced and are responded to as part of the new license. The Federal Energy Regulatory Commission (FERC) is interested in maintaining these energy facilities and they are in constant communication with the companies as a course of their relationship as regulators. FERC needs to hear from the public to understand and balance local ecological and public access concerns.

Hydroelectric facilities use a **public trust resource – your river – to produce power**. In exchange for this privilege, FERC requires that hydropower operators provide *direct benefits to the public*, be protective of the ecological health of *the river*, and mitigate for impacts of the dams. The license serves as a public contract that we revisit periodically to examine the impact of the facility on our public trust resource.

There are official comment periods at different stages of licensing, and you can file comments, concerns, or complaints... **AND YOU SHOULD!**

See the instructions on our website about how to submit comments. CRC encourages public participation and our staff is glad to help answer any question that you may have.

www.ctriver.org/hydropower

From: [Pam Smith](#)
To: [Miranda Bergmeier](#)
Subject: Fwd: August 2023 Finance Report Questions
Date: Monday, October 2, 2023 12:51:27 PM

Miranda,

Please include this email in the next SB packet.

Thanks.....Pam

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

From: Pam Smith <pamsmith.sb@gmail.com>
Date: Thu, Sep 28, 2023 at 8:59 AM
Subject: August 2023 Finance Report Questions
To: Brennan Duffy <bduffy@norwich.vt.us>
Cc: Marcia Calloway <msbcalloway@gmail.com>, Mary Layton <marydlayton@gmail.com>, Roger Arnold <rogerarnoldvt@gmail.com>, Priscilla Vincent <priscillavincentsb@gmail.com>, Treasurer <Treasurer@norwich.vt.us>

Good morning Brennan,

At last night's meeting, I had several questions about the Finance Report and memo provided by Joyce. I would greatly appreciate having answers to the following questions:

1) Why were the payments for the School District, Windsor County and Reserve Fund appropriations (referred to as Monetary Articles by the IFD) reclassified to reduce tax revenue? To be properly booked, receipt of revenue and payment of expenses transactions are as follows:

Tax Revenue Received = Debit Cash -- Credit Tax Revenue

Payment of Expenses = Debit Expense -- Credit Cash

In other words, these payments are drawn against our cash account and reduce our cash balance at the bank. Reclassing these payments to reduce tax revenues received makes absolutely no sense to me.

2) Why is the Stipend for Selectboard members only \$500 when it should be the budgeted amount of \$2,500 (\$500 for each SB member x 5 SB members)?

I also noted in the report that FY23 expenditure of the SB stipend exceeded the budgeted amount. If each stipend is based on \$41.67 per month served, the final number for the year would be \$2,500.20 rounded to \$2,500.....not \$2,582.

3) I found checks for legal services cut to Stitzel Page on the July 12 and August 9, 2023 payable warrants totalling over \$19,000. There are no legal expenses booked in FY24 to date. Were these invoices for legal services that were provided prior to June 30, 2023 and booked to

FY23?

4) An earlier memo from the IFD noted her intent to book FY23 invoices received through August 31, 2023. The Master Financial Policy states that the books will be kept open for 45 days to book prior year expenses. What cut off date was used for FY23 expenses?

5) Please provide an explanation of Check #13656 in the amount of \$5,296.29 to Howard P Fairfield, LLC on AP Warrant #1039.

Thank you.

Pam Smith, Selectboard

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

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Pam Smith, Selectboard

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

From: [Pam Smith](#)
To: [Miranda Bergmeier](#)
Subject: Fwd: New Question RE: August 2023 Expenditure Report
Date: Monday, October 2, 2023 12:52:12 PM

Miranda,

Please include this email in the next SB packet.

Thanks.....Pam

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

From: **Pam Smith** <pamsmith.sb@gmail.com>
Date: Mon, Oct 2, 2023 at 8:31 AM
Subject: New Question RE: August 2023 Expenditure Report
To: Brennan Duffy <bduffy@norwich.vt.us>
Cc: Marcia Calloway <msbcalloway@gmail.com>, Mary Layton <marydlayton@gmail.com>, Roger Arnold <rogerarnoldvt@gmail.com>, Priscilla Vincent <priscillavincentsb@gmail.com>, Treasurer <Treasurer@norwich.vt.us>

Brennan,

The August Expenditure Report included in the September 27, 2023 SB packet was the first report you presented to the SB for review since the beginning of FY24 on July 1, 2023 and our first opportunity to review budget vs. actual.

In my last email, I questioned why the FY24 budgeted line item of SB Stipend was understated by \$2,000. A closer review of the August report has uncovered a problem that is much larger than originally thought.

Article 9 on the March 7, 2023 ballot asked the voters to approve a General Town Budget of \$5,522,124. The August Expenditure Report shows a General Town Budget of \$5,468,410.

Which line items are incorrectly stated in the FY24 Budget column that constitutes the difference between the voter-approved budget and this report?

Vermont statute vests the responsibility for all accounting for all departments in the Town Manager. Our reliance on receiving complete and accurate information from the Town Manager is the bedrock of the trust we place in our Town Manager and our ability to make sound decisions.

I look forward to your response to this new question.

Pam

Pam Smith, Selectboard

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

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Pam Smith, Selectboard

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

From: [Stuart Richards](#)
To: [Mary Layton](#); [Roger Arnold](#); [Marcia Calloway](#); [Priscilla Vincent](#); [Pam smith](#)
Cc: [Miranda Bergmeier](#); [Brennan Duffy](#)
Subject: Open Meeting Law Omission
Date: Wednesday, October 4, 2023 4:57:31 PM
Attachments: [SB Min 9-27-23.pdf](#)

Dear Selectboard Members,

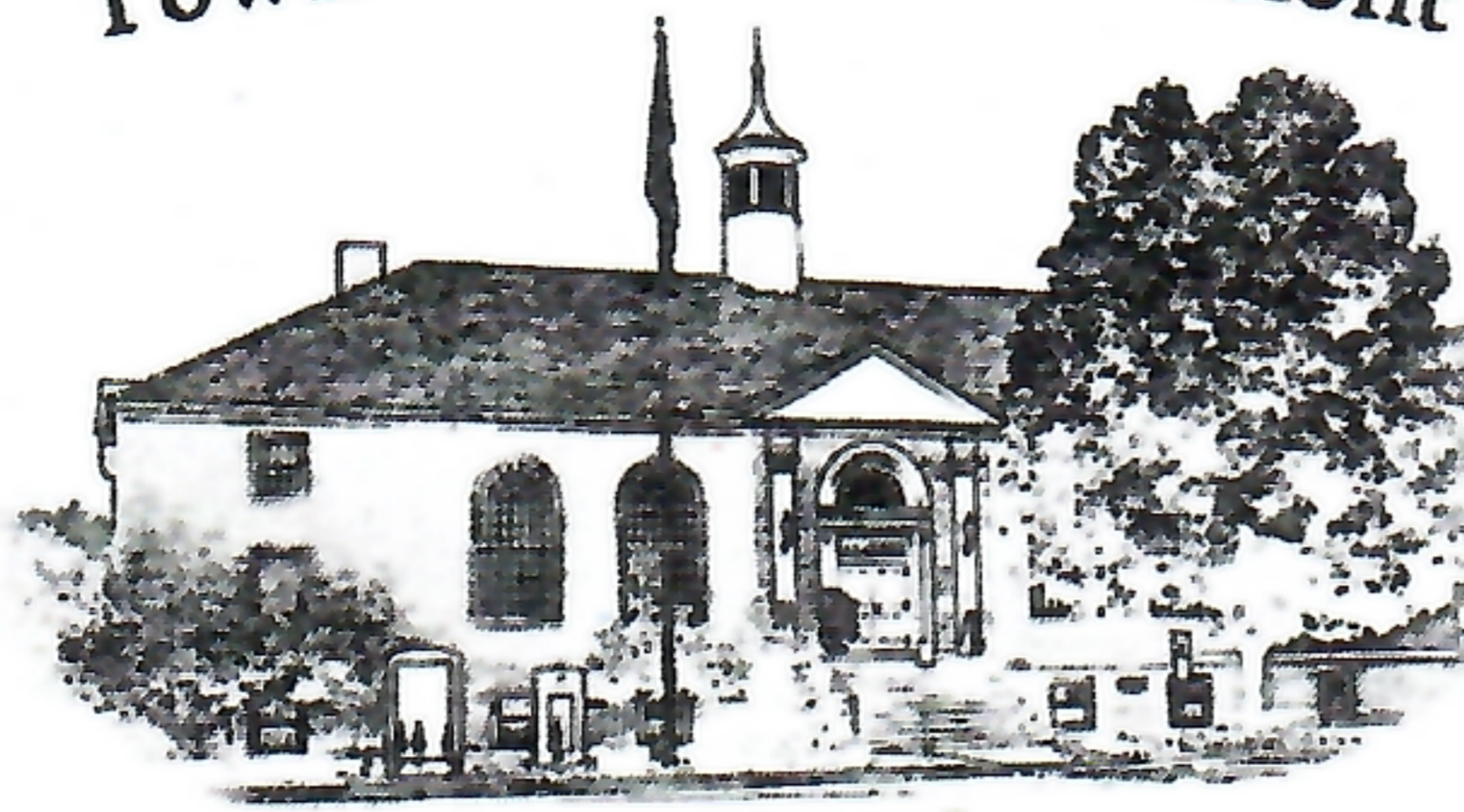
I'm writing to ask you to include comments that I made during the 9/27/23 Selectboard meeting related to the Open Meeting Law lawsuit in the minutes in #4 of the attached. What I said was the expenditure of more than \$100K spent by the Selectboard defending Norwich's actions in the Open Meeting lawsuit was a huge waste of money and that the Selectboard's actions were indefensible in view of the fact that the judge hearing the case said that Norwich's actions were making a "MOCKERY" of the Open Meeting Law. I repeated this twice and it's surprising that my comments were ignored.

Please make this note a part of correspondence for the next Selectboard meeting.

Thank you.

Stuart L. Richards, Senior Vice President
Global Rescue LLC
Ph: Direct 617-459-4199, Main 617-459-4200
Fax: 858-712-1295
<http://www.globalrescue.com>

Town of Norwich, Vermont



CHARTERED 1761

Selectboard
Town of Norwich
October 2, 2023

Cheryl Lindberg
Treasurer
Tracy Hall
Norwich, VT 05055

Re: Municipal Treasurer of the Year Award

Dear Cheryl:

On motion by Pam Smith, and unanimous vote by the Norwich Selectboard at their meeting on September 27, 2023, I am authorized and very pleased to officially convey the congratulations of the Selectboard on your recent receipt of the Municipal Treasurer of the Year Award. The recognition of one's professional association is an honor, and a testament to the esteem in which you must be held by that group. The Town of Norwich has benefited from your dedication and expertise for many years, and we are delighted to know that your work has been similarly appreciated by your state-wide colleagues.

Sincerely,

A handwritten signature in black ink that reads "Marcia S. Calloway". The signature is written in a cursive style with a large, flowing initial "M".

Marcia S. Calloway
Norwich Selectboard Chair

P.O. Box 376, Norwich, VT 05055

10/06/23
12:35 pmTown of Norwich Accounts Payable
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For Check Acct 03(General) All check #s 10/11/23 To 10/11/23 & Fund 01Page 1 of 7
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Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
AAAPOLICE	09/13/23	AAA POLICE SUPPLY	PD-BLAUER JACKET EXCHANGE	01-5-500582.00	12.00	13746	10/11/23
			31328	UNIFORMS			
ANYTIME	09/19/23	ANYTIME CARPET CARE & CLE	PD-STATION CLEANING	01-5-485304.00	410.00	13747	10/11/23
			734160	CLEANING			
ANYTIME	10/01/23	ANYTIME CARPET CARE & CLE	PD-STATION CLEANING	01-5-485304.00	410.00	13747	10/11/23
			734166	CLEANING			
ANYTIME	09/29/23	ANYTIME CARPET CARE & CLE	TH-CARPET CLEANING	01-5-706113.00	1629.00	13747	10/11/23
			734172	REPAIRS & MAINTENANCE			
ARC	09/22/23	ARC MECHANICAL CONTRACTOR	TH-REPLACE CIRC PUMP	01-5-706113.00	3313.80	13748	10/11/23
			44338	REPAIRS & MAINTENANCE			
ARC	09/26/23	ARC MECHANICAL CONTRACTOR	P&R-WATER FOUNTAIN	01-5-425330.00	630.73	13748	10/11/23
			45834	REPAIRS & MAINT			
MISC	10/02/23	ASHLEY WOHLER	FIN-ASHLEY VLCT TOWN FAIR	01-5-200615.00	235.80	13749	10/11/23
			1002EMPREIMB	DUES/MTGS/EDUC			
BETHELMIL	09/22/23	BETHEL MILLS	TS-TAPE	01-5-705403.00	27.98	13750	10/11/23
			197362/7	PARTS & SUPPLIES			
BETHELMIL	09/29/23	BETHEL MILLS	TS-RAGS	01-5-705403.00	15.99	13750	10/11/23
			198583/7	PARTS & SUPPLIES			
BETHELMIL	09/05/23	BETHEL MILLS	TS-MASTER KEY	01-5-705403.00	7.18	13750	10/11/23
			215179/6	PARTS & SUPPLIES			
BETHELMIL	09/07/23	BETHEL MILLS	P&R-STRIPING PAINT	01-5-425324.00	89.01	13750	10/11/23
			215737/6	HNTLY LINE MARKING			
BETHELMIL	09/08/23	BETHEL MILLS	P&R-STRIPING PAINT	01-5-425324.00	98.90	13750	10/11/23
			216004/6	HNTLY LINE MARKING			
BETHELMIL	09/11/23	BETHEL MILLS	PD-ASSRTD TOOLS	01-5-485302.00	279.55	13750	10/11/23
			216256/6	REPAIRS & MAINTENANCE			
BETHELMIL	09/12/23	BETHEL MILLS	PD-TOOS & SUPPLIES	01-5-485302.00	78.67	13750	10/11/23
			216522/6	REPAIRS & MAINTENANCE			
BETHELMIL	09/15/23	BETHEL MILLS	P&R-STRIPING PAINT	01-5-425324.00	59.34	13750	10/11/23
			217316/6	HNTLY LINE MARKING			
BETHELMIL	09/26/23	BETHEL MILLS	P&R-STRIPING PAINT	01-5-425324.00	59.34	13750	10/11/23
			219336/6	HNTLY LINE MARKING			
BETHELMIL	09/29/23	BETHEL MILLS	P&R-STRIPING PAINT	01-5-425322.00	132.50	13750	10/11/23
			220256/6	REC FIELD CARE			
BCBS	09/01/23	BLUE CROSS/BLUE SHIELD OF	TH-OCT '23 HEALTH INS	01-5-500123.00	-4540.06	13751	10/11/23
			168264358	HEALTH INS			
BCBS	09/01/23	BLUE CROSS/BLUE SHIELD OF	TH-OCT '23 HEALTH INS	01-5-703123.00	6417.24	13751	10/11/23
			168264358	HEALTH INSUR			
BCBS	09/01/23	BLUE CROSS/BLUE SHIELD OF	TH-OCT '23 HEALTH INS	01-5-100123.00	-2423.52	13751	10/11/23
			168264358	HEALTH INS			
BCBS	09/01/23	BLUE CROSS/BLUE SHIELD OF	TH-OCT '23 HEALTH INS	01-5-704123.00	1994.39	13751	10/11/23
			168264358	HEALTH INSURANCE			
BCBS	09/01/23	BLUE CROSS/BLUE SHIELD OF	TH-OCT '23 HEALTH INS	01-5-555123.00	1874.69	13751	10/11/23
			168264358	HEALTH INSURANCE			
BCBS	09/01/23	BLUE CROSS/BLUE SHIELD OF	TH-OCT '23 HEALTH INS	01-5-500123.00	5146.93	13751	10/11/23
			168264358	HEALTH INS			
BCBS	09/01/23	BLUE CROSS/BLUE SHIELD OF	TH-OCT '23 HEALTH INS	01-5-005123.00	5667.63	13751	10/11/23
			168264358	HEALTH INSUR			
BCBS	09/01/23	BLUE CROSS/BLUE SHIELD OF	TH-OCT '23 HEALTH INS	01-5-200123.00	1826.06	13751	10/11/23
			168264358	HEALTH INS			

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Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
BCBS	09/01/23	TH-OCT '23 HEALTH INS 168264358	01-5-100123.00 HEALTH INS	3609.99	13751	10/11/23
BCBS	09/01/23	TH-OCT '23 HEALTH INS 168264358	01-5-200123.00 HEALTH INS	938.80	13751	10/11/23
KNIGHTB	09/22/23	BRIAN KNIGHT RESEARCH P&Z-NR DRAFT COMPLETION INV-0142	01-5-350416.00 HIST PRES GRANT	2960.00	13752	10/11/23
SWENBR	10/02/23	P&R-BRIE ASSRTD SUPPLIES 1002EMPREIMB	01-5-425330.00 REPAIRS & MAINT	35.94	13753	10/11/23
SWENBR	10/02/23	P&R-BRIE ASSRTD SUPPLIES 1002EMPREIMB	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	21.45	13753	10/11/23
SWENBR	10/02/23	P&R-BRIE ASSRTD SUPPLIES 1002EMPREIMB	01-5-425211.00 EQUIPMENT	120.56	13753	10/11/23
SWENBR	10/02/23	P&Z-BRIE CONFERENCE TRAVL 1002MLGREIMB	01-5-425180.00 MILEAGE REIMBURSEMENT	109.25	13753	10/11/23
SWENBR	10/04/23	P&R-BRIE CAMP CLOTHES 1004EMPREIMB	01-5-425211.00 EQUIPMENT	121.47	13753	10/11/23
BUSINESS	10/02/23	PD-WALMART TECH SUPPLIES 1002TECHSUPP	01-5-485301.00 BUILDING SUPPLIES	286.99	13754	10/11/23
BUSINESS	10/02/23	PD-WALMART TECH SUPPLIES 1002TECHSUPP	01-5-500501.00 ADMINISTRATION	36.94	13754	10/11/23
BUSINESS	10/05/23	P&Z-PAM ANNUAL ADOBE 1005ADOBE	01-5-350610.00 OFFICE SUPPLIES	239.88	13754	10/11/23
BUSINESS	10/01/23	TH-ANNUAL WEBSITE HOSTING 2744586511	01-5-005300.10 CONTRACTED SERVICES	299.88	13754	10/11/23
BUSINESS	10/02/23	P&Z-PAM MULLEN NAME PLATE 4053815	01-5-350610.00 OFFICE SUPPLIES	6.99	13754	10/11/23
BUSINESS	09/18/23	TM-FLOOR MAT 4195408	01-5-005610.00 OFFICE SUPPLIES	33.56	13754	10/11/23
BUSINESS	09/18/23	TH-LIGHTBULBS 4682610	01-5-706113.00 REPAIRS & MAINTENANCE	38.80	13754	10/11/23
BUSINESS	09/11/23	TC-DESK RISER 7718625	01-5-100611.00 OFFICE EQUIPMENT	139.99	13754	10/11/23
BUSINESS	09/18/23	TC-FLOOR MAT 7917841	01-5-100611.00 OFFICE EQUIPMENT	33.56	13754	10/11/23
BUSINESS	09/15/23	TC-FLOOR MAT 8768243	01-5-100611.00 OFFICE EQUIPMENT	33.56	13754	10/11/23
BUSINESS	09/25/23	TC-WHITE PAGES 925WHTPGS	01-5-100538.00 POSTAGE	22.99	13754	10/11/23
BUSINESS	09/20/23	TH-SEPT '23 ZOOM INV219889755	01-5-275627.00 Remote Meeting Services	503.83	13754	10/11/23
BUSINESS	09/19/23	DPW-FLOOR TAPE WS302292	01-5-706113.00 REPAIRS & MAINTENANCE	373.88	13754	10/11/23
CASELLA	09/01/23	DPW-CREDIT REVERSED 0821275B	01-5-705305.00 RECYCLING	38.00	13755	10/11/23
CASELLA	09/01/23	DPW-AUG '23 RECYCLE 0850698	01-5-705305.00 RECYCLING	3408.84	13755	10/11/23
CASELLA	09/01/23	DPW-AUG '23 RECYCLE 0850698	01-5-705308.00 FOOD WASTE DISPOSAL	2054.52	13755	10/11/23
CASELLA	09/01/23	DPW-AUG '23 TRASH 0850699	01-5-705306.00 C & D WASTE DISPOSAL	1362.77	13755	10/11/23

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CASELLA	09/01/23	CASELLA WASTE SERVICES DPW-AUG '23 TRASH 0850699	01-5-705303.00 MUNICIPAL SOLID WASTE	4375.18	13755	10/11/23
LINDBERG	09/25/23	CHERYL A LINDBERG TH-POSTAGE 925EMPREIMB	01-5-275538.00 POSTAGE	5.01	13756	10/11/23
CINTAS	08/30/23	CINTAS CORPORATION DPW-MED SUPPLY CHCK/STCK 5173361807	01-5-706109.00 BUILDING SUPPLIES	385.28	13757	10/11/23
CINTAS	09/14/23	CINTAS CORPORATION DPW-MED SUPPLY CHCK/STCK 5175340538	01-5-703507.00 SUPPLIES	673.72	13757	10/11/23
COMCAST	09/20/23	COMCAST DPW-OCT '23 INTERNET 920DPWINT	01-5-703505.00 TELEPHONE	236.16	13758	10/11/23
COTT	10/01/23	COTT SYSTEMS INC TC-MONTHLY RESOLUTION 3 155509	01-5-100613.00 SOFTWARE	290.00	13759	10/11/23
LAYNE	10/02/23	CRAIG LAYNE NCC-CRAIG FENCE-HUNTLEY 1002EMPREIMB	01-5-650710.00 PROJECT RESTORATION	158.16	13760	10/11/23
CRYSTAL	09/12/23	CRYSTAL ROCK, LLC DPW-WATER COOLER RENTAL 736065091223	01-5-703507.00 SUPPLIES	52.97	13761	10/11/23
DHMC	09/09/23	DARTMOUTH-HITCHCOCK PD-MATT ROMEI SCREEN 909SCREEN	01-5-500501.00 ADMINISTRATION	75.00	13762	10/11/23
DEADRIVER	09/26/23	DEAD RIVER COMPANY FD-284.5 GAL PROPANE 16554	01-5-555538.00 PETROLEUM PRODUCTS	1151.15	13763	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-500125.00 DELTA DENTAL	-119.73	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-703125.00 DENTAL INSURANCE	35.98	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-500125.00 DELTA DENTAL	171.44	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-555126.00 DENTAL INSURANCE	67.73	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-200125.00 DENTAL INSURANCE	71.96	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-703125.00 DENTAL INSURANCE	243.40	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-100125.00 DENTAL INSURANCE	187.46	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-100125.00 DENTAL INSURANCE	67.73	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-005125.00 DENTAL INSURANCE	275.44	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-200125.00 DENTAL INSURANCE	35.98	13764	10/11/23
DELTA DEN	09/15/23	DELTA DENTAL TH-OCT '23 DENTAL INS OCT23DENTAL	01-5-704125.00 DENTAL INSURANCE	103.71	13764	10/11/23
DYERS	09/15/23	DYERS WELDING AND UPPER V DPW-BLACK NHOU LARGE 007308	01-5-703401.00 OUTSIDE REPAIRS	425.00	13765	10/11/23
DYERS	09/20/23	DYERS WELDING AND UPPER V DPW-BLACK NHOU LARGE 007363	01-5-703401.00 OUTSIDE REPAIRS	425.00	13765	10/11/23
DYERS	09/25/23	DYERS WELDING AND UPPER V DPW-BLACK NHOU LARGE 007409	01-5-703401.00 OUTSIDE REPAIRS	425.00	13765	10/11/23
ECFIBER	10/01/23	ECFIBER FD-OCT '23 INTERNET 2310-0198476	01-5-555625.00 TELEPHONE & INTERNET	76.00	13766	10/11/23

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
EVANSMOTO	09/13/23	EVANS GROUP, INC. DPW-DIESEL 370 GAL 0053029-IN	01-1-004105.00 Inventory-DPW Fueling Sta	1340.07	13767	10/11/23
EVANSMOTO	09/19/23	EVANS GROUP, INC. DPW-REG GAS 460 GAL 0053276-IN	01-1-004105.00 Inventory-DPW Fueling Sta	1597.59	13767	10/11/23
EVANSMOTO	09/27/23	EVANS GROUP, INC. DPW-DIESEL 260 GAL 0053723-IN	01-1-004105.00 Inventory-DPW Fueling Sta	919.47	13767	10/11/23
FERGUSON	09/26/23	FERGUSON WATERWORKS DPW-STORM PIPE 1185777	01-5-703315.00 OTHER PROJECTS	4320.00	13768	10/11/23
FIRSTLIGH	09/15/23	FIRSTLIGHT FIBER TH-AUG '23 FIBER OPTIC 15177663	01-5-705505.00 TELEPHONE	1.70	13769	10/11/23
FIRSTLIGH	09/15/23	FIRSTLIGHT FIBER TH-AUG '23 FIBER OPTIC 15177663	01-5-425127.00 TELEPHONE	1.06	13769	10/11/23
FIRSTLIGH	09/15/23	FIRSTLIGHT FIBER TH-AUG '23 FIBER OPTIC 15177663	01-5-350531.00 TELEPHONE	9.77	13769	10/11/23
FIRSTLIGH	09/15/23	FIRSTLIGHT FIBER TH-AUG '23 FIBER OPTIC 15177663	01-5-300531.00 TELEPHONE	3.98	13769	10/11/23
FIRSTLIGH	09/15/23	FIRSTLIGHT FIBER TH-AUG '23 FIBER OPTIC 15177663	01-5-005531.00 ADMIN TELEPHONE	5.33	13769	10/11/23
FIRSTLIGH	09/15/23	FIRSTLIGHT FIBER TH-AUG '23 FIBER OPTIC 15177663	01-5-200531.00 TELEPHONE	2.39	13769	10/11/23
FIRSTLIGH	09/15/23	FIRSTLIGHT FIBER TH-AUG '23 FIBER OPTIC 15177663	01-5-100531.00 TELEPHONE	6.84	13769	10/11/23
FIRSTLIGH	09/15/23	FIRSTLIGHT FIBER TH-AUG '23 FIBER OPTIC 15177663	01-5-275531.00 TELEPHONE	1.05	13769	10/11/23
FLETCHS	09/21/23	FLETCH'S SANDBLASTING & P DPW-TRUCK REPAIR & MAINTA 24188	01-5-703511.00 REPAIRS & MAINTENANCE	404.74	13770	10/11/23
GMPC	09/15/23	GREEN MOUNTAIN POWER CORP ACDMY RD LTS 05119200003 915ACDMYRD	01-5-703307.00 STREETLIGHTS	39.85	13771	10/11/23
GMPC	09/25/23	GREEN MOUNTAIN POWER CORP 300 MN ST BS 95726000003 925BNDSTND	01-5-706101.00 ELECTRICITY	2.60	13771	10/11/23
GMPC	09/25/23	GREEN MOUNTAIN POWER CORP SS-BVR MDW 24966000002 925BVRMDWRD	01-5-500204.00 SPEED SIGNS	6.34	13771	10/11/23
GMPC	09/25/23	GREEN MOUNTAIN POWER CORP CHRCH ST TAG 55726000007 925CHRCHST	01-5-500204.00 SPEED SIGNS	1.38	13771	10/11/23
GMPC	09/25/23	GREEN MOUNTAIN POWER CORP MN ST TWR 35066725603 925MNSTTWR	01-5-575233.00 TOWER POWER	108.07	13771	10/11/23
GMPC	09/25/23	GREEN MOUNTAIN POWER CORP 24 NW BSTN RD 14695000001 925NWBSTNRD	01-5-705501.00 ELECTRICITY	88.49	13771	10/11/23
GMPC	09/25/23	GREEN MOUNTAIN POWER CORP SS-RTE 10A 65726000006 925RTE10A	01-5-500204.00 SPEED SIGNS	3.38	13771	10/11/23
GMPC	09/25/23	GREEN MOUNTAIN POWER CORP SS-UNN VLG RD 85726000004 925UNNVLGRD	01-5-500204.00 SPEED SIGNS	3.19	13771	10/11/23
GMPC	09/28/23	GREEN MOUNTAIN POWER CORP STRT LTS 24926000001 928STRTLTS	01-5-703307.00 STREETLIGHTS	1126.37	13771	10/11/23
GMPC	09/29/23	GREEN MOUNTAIN POWER CORP 319 MN ST SLR 48815990790 929MNSTSLR	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	23.00	13771	10/11/23
GMPC	09/29/23	GREEN MOUNTAIN POWER CORP 111 TRNPK RD 38951919299 929TURNPKRD	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	162.75	13771	10/11/23
JOESEQUIP	09/20/23	JOE'S EQUIPMENT SEV. INC. B&G-MOWER 4-701621-01	01-5-704403.00 PARTS & SUPPLIES	58.98	13772	10/11/23

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
JORDAN	06/15/23	JORDAN EQUIPMENT CO., DPW-NEW CARBIDE BITS P67493	01-5-703403.00 PARTS & SUPPLIES	732.50	13773	10/11/23
JORDAN	09/15/23	JORDAN EQUIPMENT CO., DPW-NEW BLADE EDGES P68883	01-5-703403.00 PARTS & SUPPLIES	1237.12	13773	10/11/23
LEAF	09/30/23	LEAF CAPITAL FUNDING, LLC PD-COPIER LEASE 15409447	01-5-500501.00 ADMINISTRATION	82.00	13774	10/11/23
LEBFORD	09/27/23	LEBANON FORD PD-VEHICLE REPAIRS 442808/1	01-5-500306.00 CRUISER MAINT	107.80	13775	10/11/23
MISC	09/28/23	LILY TRAJMAN TC-LILY MILEAGE REIMBURSE 928MLGREIMB	01-5-100615.00 DUES/MTGS/EDUC	168.92	13776	10/11/23
MISC	09/28/23	MATT ROMEI PD-UNIFORM ALTERATIONS 928EMPREIMB	01-5-500582.00 UNIFORMS	125.00	13777	10/11/23
MAYER	10/06/23	MAYER & MAYER Payroll Transfer PR-10/06/23	01-2-001120.00 EMPLOYEE JUDGEMENT ORDER	25.00	13778	10/11/23
MODERN	09/30/23	MODERN CLEANERS & TAILORS PD-UNIFORM CLEANING EB8A39	01-5-500583.00 UNIFORMS CLEANING	152.00	13779	10/11/23
NEACTC	09/18/23	NEW ENGLAND ASSOCIATION O TC-ANNUAL MEMBERSHIP 918MMBRSH	01-5-100615.00 DUES/MTGS/EDUC	50.00	13780	10/11/23
NEMRC	10/01/23	NEW ENGLAND MUNI RESOURCE TH-ANNUAL RECOVERY AGREE 53551	01-5-275632.00 SERVER MAINTENANCE	845.20	13781	10/11/23
PBA	10/01/23	NEW ENGLAND PBA, INC TH-UNION DUES 35829	01-2-001117.00 UNION DUES PAYABLE	225.36	13782	10/11/23
NETTC	09/14/23	NEW ENGLAND TRUCK TIRE CE DPW-LOADER TIRE REPAIR 148268-07	01-5-703401.00 OUTSIDE REPAIRS	305.00	13783	10/11/23
NRRA	09/27/23	NORTHEAST RESOURCE RECOVE DPW-RELEASE #703779 134964	01-5-705305.00 RECYCLING	196.80	13784	10/11/23
OFFICESYS	09/26/23	OFFICE SYSTEMS OF VT, INC FD-ANNUAL MAINT CONTRACT 24AR1158562	01-5-555630.00 OFFICE SUPPLIES	549.24	13785	10/11/23
OFFICESYS	09/29/23	OFFICE SYSTEMS OF VT, INC FD-INSTALL FOR SCANNING 24AR1170565	01-5-555630.00 OFFICE SUPPLIES	114.50	13785	10/11/23
PIONEERMA	09/19/23	PIONEER MANUFACTURING CO P&R-WHITE STRIPING INV902335	01-5-425324.00 HNTLY LINE MARKING	907.00	13786	10/11/23
ROBERT HA	09/20/23	ROBERT HALF FIN-JOYCE WK END 9/15 62584975	01-5-200112.10 FINANCE OFFICER WAGE	4357.46	13787	10/11/23
ROBERT HA	09/25/23	ROBERT HALF FIN-JOYCE WK END 9/15 62592305	01-5-200112.10 FINANCE OFFICER WAGE	176.33	13787	10/11/23
ROBERT HA	09/25/23	ROBERT HALF FIN-JOYCE WK END 9/22 62594868	01-5-200112.10 FINANCE OFFICER WAGE	3784.11	13787	10/11/23
ROBERT HA	10/02/23	ROBERT HALF FIN-JOYCE WK END 9/29 62625727	01-5-200112.10 FINANCE OFFICER WAGE	3726.78	13787	10/11/23
ROWELL'S	08/27/23	ROWELL'S GRADING DPW-ROADWAY GRADING 2734	01-5-703207.00 GRAVEL & STONE	1640.00	13788	10/11/23
ROWELL'S	08/27/23	ROWELL'S GRADING DPW-ROADWAY GRADING 2734	01-5-703315.00 OTHER PROJECTS	825.00	13788	10/11/23
SABIL	09/20/23	SABIL & SONS INC DPW-TOWING SERVICE 99209	01-5-703401.00 OUTSIDE REPAIRS	500.00	13789	10/11/23
STATELINE	09/18/23	STATELINE SPORTS, LLC P&R-WHISTLES & GLOVES 6723	01-5-425211.00 EQUIPMENT	66.00	13790	10/11/23
TDS LEASE	09/25/23	TDS LEASING INC PD-WATER COOLER RENTAL 01085786	01-5-500501.00 ADMINISTRATION	90.00	13791	10/11/23

10/06/23

Town of Norwich Accounts Payable

Page 6 of 7

12:35 pm

Check Warrant Report # 1055 Current Prior Next FY Invoices For Fund (General)

ashleyw

For Check Acct 03(General) All check #s 10/11/23 To 10/11/23 & Fund 01

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
WILDER	10/04/23	TIP TOP TIRE/WILDER AUTO FD-REPAIRS & MAINTENANCE 48304	01-5-555528.00 FIRE TRK R & M	403.95	13792	10/11/23
TOP STITC	05/15/23	TOP STITCH EMBROIDERY, IN P&R-EMROIDERED HATS 406384	01-5-425208.00 TEE SHIRT/HAT	860.80	13793	10/11/23
HANOVERIO	09/21/23	TOWN OF HANOVER FD-DISPATCHING-JUL-DEC 01699	01-5-555632.00 DISPATCH SERVICE	13228.64	13794	10/11/23
HARTFORD	08/31/23	TOWN OF HARTFORD PD-VERIZON AUGUST '23 13436	01-5-500535.00 VIBRS	480.16	13795	10/11/23
VTTREASUR	09/02/23	TREASURY OPERATIONS DIVIS TC-MARRIAGE LCNS JUL-SEPT 1002MRGLCNS	01-2-001124.00 DUE TO VT-VITAL RECORDS	910.00	13796	10/11/23
TWORIVERS	09/30/23	TWO RIVERS - OTTAUQUECHEE DPW-TIGERTOWN RD CULVERTS 24-33	01-5-703702.00 Culvert Grant	1622.20	13797	10/11/23
TWORIVERS	09/28/23	TWO RIVERS - OTTAUQUECHEE DPW-BVR MDW RD GRNT AID 24-35	01-5-703710.10 Grants in Aid Project	981.89	13797	10/11/23
UNIFIRST	09/18/23	UNIFIRST CORPORATION DPW-UNIFORM CLEANING 1070261167	01-5-703311.00 UNIFORMS	269.21	13798	10/11/23
UNIFIRST	09/18/23	UNIFIRST CORPORATION DPW-UNIFORM CLEANING 1070261167	01-5-704311.00 UNIFORMS	60.00	13798	10/11/23
UNIFIRST	09/25/23	UNIFIRST CORPORATION DPW-UNIFORM CLEANING 1070262975	01-5-704311.00 UNIFORMS	60.00	13798	10/11/23
UNIFIRST	09/25/23	UNIFIRST CORPORATION DPW-UNIFORM CLEANING 1070262975	01-5-703311.00 UNIFORMS	269.21	13798	10/11/23
UNITEDREN	09/16/23	UNITED RENTALS (NORTH AME DPW-EXCAVATOR RENTAL 224106587001	01-5-703315.00 OTHER PROJECTS	2794.26	13799	10/11/23
USBANK	09/15/23	US BANK TH-FY24 LOAN PAYMENT 915LOANPYMT	01-5-800207.00 PUBLIC SAFTY FACILITY BON	47000.00	13800	10/11/23
USBANK	09/15/23	US BANK TH-FY24 LOAN PAYMENT 915LOANPYMT	01-5-800235.00 DEBT INTEREST	22447.20	13800	10/11/23
USBANK	09/15/23	US BANK TH-FY24 LOAN PAYMENT 915LOANPYMT	01-5-575100.00 DEBT SERVICE TOWER PRINCI	27500.00	13800	10/11/23
USBANK	09/15/23	US BANK TH-FY24 LOAN PAYMENT 915LOANPYMT	01-5-575105.00 DEBT SERVICE TOWER INTERE	469.67	13800	10/11/23
VALLEYNEW	09/06/23	VALLEY NEWS TH-LEGAL ADVERTISING 426786VN	01-5-005540.00 ADVERTISING	108.00	13801	10/11/23
VTFIRE	10/04/23	VERMONT CAREER FIRE CHEIF FD-FY24 MEMBERSHIP 1004MMBRSHP	01-5-555342.00 FIRE DUES/MTGS/EDUC	25.00	13803	10/11/23
VLS	09/08/23	VERMONT LIFE SAFETY, LC PD-FIRE EXTINGUISHER SRVC 48562	01-5-485302.00 REPAIRS & MAINTENANCE	55.75	13804	10/11/23
VLCTCLAIM	09/28/23	VLCT PACIF TH-DEDUCTIBLE DUMP TRUCK 20230723-A01	01-5-800518.00 PROP & CAS INSURANCE	1000.00	13805	10/11/23
VMERS	09/08/23	VMERS DB Payroll Transfer PR-09/08/23	01-2-001111.00 VMERS GRP B PAYABLE	5565.65	13806	10/11/23
VMERS	09/08/23	VMERS DB Payroll Transfer PR-09/08/23	01-2-001113.00 VMERS GRP C PAYABLE	2006.41	13806	10/11/23
VMERS	09/22/23	VMERS DB Payroll Transfer PR-09/22/23	01-2-001113.00 VMERS GRP C PAYABLE	2316.02	13806	10/11/23
VMERS	09/22/23	VMERS DB Payroll Transfer PR-09/22/23	01-2-001111.00 VMERS GRP B PAYABLE	5866.49	13806	10/11/23
VMCTA	10/03/23	VT MUNICIPAL CLERKS & TRE TC-LILY, JUDY MMBRSHPS 1001MMBRSHP	01-5-100615.00 DUES/MTGS/EDUC	70.00	13807	10/11/23

10/06/23
12:35 pm

Town of Norwich Accounts Payable
Check Warrant Report # 1055 Current Prior Next FY Invoices For Fund (General)
For Check Acct 03(General) All check #s 10/11/23 To 10/11/23 & Fund 01

Page 7 of 7
ashleyw

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
VTPOLASSO	09/29/23	VT POLICE ASSOCIATION PD-FY24 MEMBERSHIP 929MMBRSH	01-5-500581.00 DUES/MTGS/EDUC	120.00	13808	10/11/23
WBMASON	09/13/23	W.B. MASON CO., INC. DPW-FLAG 241092329	01-5-706109.00 BUILDING SUPPLIES	8.69	13809	10/11/23
WBMASON	09/19/23	W.B. MASON CO., INC. B&G-ASSRTD SUUPLIES 241243735	01-5-706109.00 BUILDING SUPPLIES	987.68	13809	10/11/23
WBMASON	09/20/23	W.B. MASON CO., INC. B&G-GLOVES 241263606	01-5-706109.00 BUILDING SUPPLIES	89.95	13809	10/11/23
WBMASON	09/20/23	W.B. MASON CO., INC. B&G-BLEACH 241283498	01-5-706109.00 BUILDING SUPPLIES	23.11	13809	10/11/23
WBMASON	09/28/23	W.B. MASON CO., INC. TH-LEGAL SIZE PAPER 241467742	01-5-275610.00 OFFICE SUPPLIES	53.49	13809	10/11/23
WBMASON	09/28/23	W.B. MASON CO., INC. DPW-BINDER CLIPS 241475595	01-5-703507.00 SUPPLIES	3.27	13809	10/11/23
HEALTHEQ	09/02/23	WAGeworks, INC TH-COBRA ADMIN AUG '23 0823TR112178	01-5-005123.00 HEALTH INSUR	40.00	13810	10/11/23
WINDSORCL	02/14/23	WINDSOR COUNTY TREASURER TH-FY24 BOND PAYMENT #2 FY24PYMT2	01-2-001128.00 DUE TO WINDSOR COUNTY	9047.57	13811	10/11/23
WINDSORCL	02/14/23	WINDSOR COUNTY TREASURER TH-FY24 BOND PAYMENT #2 FY24PYMT2	01-2-001128.00 DUE TO WINDSOR COUNTY	21987.28	13811	10/11/23
Report Total				250139.38		

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 \$ ***250,139.38
Let this be your order for the payments of these amounts.

Staff Accountant:  Ashley Wohler
Town Manager:  Brennan Duffy

DocuSigned by:

D4520EC72DA7484...

SELECTBOARD:

Marcia Calloway
Chair

Mary Layton
Vice Chair

Priscilla Vincent

Roger Arnold

Pam Smith

10/06/23
12:35 pm

Town of Norwich Accounts Payable

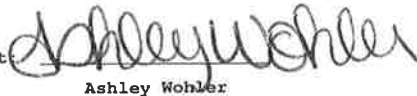
Check Warrant Report # 1056 Current Prior Next FY Invoices For Fund (RECREATION FACILITY & IMP)
For Check Acct 03(General) All check #s 10/11/23 To 10/11/23 & Fund 05

ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
VALLEYTUR VALLEY TURF SERVICES, LLC	06/08/23	P&R-BALL FIELD RENOVATION 1382	05-5-425580.00 J GIRARD FUND EXPENSE	14000.00	13802	10/11/23
Report Total				14000.00		

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 \$ ****14,000.00
Let this be your order for the payments of these amounts.

Staff Accountant:



Ashley Wohler

Town Manager:

DocuSigned by:


D4520EC72DA7484...

Brennan Duffy

SELECTBOARD:

Marcia Calloway
Chair

Mary Layton
Vice Chair

Priscilla Vincent

Roger Arnold

Pam Smith

10/06/23

Town of Norwich Accounts Payable

12:35 pm

Check Warrant Report # 1057 Current Prior Next FY Invoices For Fund (HIGHWAY EQUIPMENT FUND)

ashleyw

For Check Acct 03(General) All check #s 10/11/23 To 10/11/23 & Fund 07

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
FLETCHS	09/21/23	FLETCH'S SANDBLASTING & P DPW-TRUCK REPAIR & MAINTA	07-5-700401.00 Hiway Equip Repairs&Maint	6400.00	13770	10/11/23
Report Total				6400.00		

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 \$ *****6,400.00
Let this be your order for the payments of these amounts.

Staff Accountant: 
Ashley Wenler

Town Manager: 
Brennan Duffy

SELECTBOARD:

Marcia Calloway
Chair

Mary Layton
Vice Chair

Priscilla Vincent

Roger Arnold

Pam Smith

The Vermont Statutes Online

NOTE: The Vermont Statutes Online is an unofficial copy of the Vermont Statutes Annotated that is provided as a convenience.

NOTE: The online version of the Vermont Statutes does NOT yet include the actions of the 2023 legislative session. The 2023 updates should be available by the end of October.

Title 24 : Municipal And County Government

Chapter 037 : Town, City, Or Village Managers

(Cite as: 24 V.S.A. § 1236)

§ 1236. Powers and duties in particular

The manager shall have authority and it shall be his or her duty:

(1) To cause duties required of towns and town school districts and not committed to the care of any particular officer, to be duly performed and executed.

(2) To perform all duties now conferred by law upon the selectboard, except that he or she shall not prepare tax bills, sign orders on the general fund of the town, call special or annual town meetings, lay out highways, establish and lay out public parks, make assessments, award damages, act as member of the board of civil authority, nor make appointments to fill vacancies which the selectboard is now authorized by law to fill; but he or she shall, in all matters herein excepted, render the selectboard such assistance as it shall require.

(3) To be the general purchasing agent of the town and purchase all supplies for every department thereof; but purchases of supplies for departments over which such manager is not given control, and of the town school district, shall be made according to requisition therefor by such departments or school directors.

(4) To have charge and supervision of all public town buildings and repairs thereon, and all building undertaken by the town, unless otherwise provided for by the selectboard, shall be done under his or her charge and supervision.

(5) To perform all the duties now conferred by law upon the road commissioner of the town, including the signing of orders; provided, however, that when an incorporated village lies within the territorial limits of a town which is operating under a town manager, and such village fails to pay to such town for expenditure on the roads of the town outside the village, at least 15 percent of the last highway tax levied in such village, the

legal voters residing in such town, outside such village, may elect one or two road commissioners who shall have and exercise all powers of road commissioner within that part of such town as lies outside such village.

(6) [Repealed.]

(7) To do all the accounting for all of the departments of the town and of the town school districts when the board of school directors so request.

(8) To supervise and expend all special appropriations of the town, as if the same were a separate department of the town, unless otherwise provided for by the selectboard.

(9) To have charge, control, and supervision of the following matters:

(A) the police department, if any, and shall appoint and may remove the officers thereof and shall fix their salaries;

(B) the fire department, if any, and shall appoint, fix the compensation of, and may remove all officers and employees thereof;

(C) the system of licenses, if any, not otherwise regulated by law;

(D) the system of sewers and drainage, if any, except the making of assessments therefor;

(E) the lighting of streets, highways, and bridges;

(F) the sprinkling of streets and highways and laying of dust, except the making of assessments therefor;

(G) the maintenance of parks and playgrounds.

(10) To collect all taxes due the town and to perform all the duties now conferred by law upon the collector of taxes, if the town so votes. Such manager shall continue so to do until the town votes otherwise at a meeting duly warned for the purpose of voting on such question. For the collection of taxes, a town manager may charge and collect the same fees as a collector of taxes, and the fees so collected shall be paid into the treasury of the town. (Amended 1967, No. 147, § 53(b), eff. Oct. 1, 1968; 2011, No. 155 (Adj. Sess.), § 9; 2017, No. 130 (Adj. Sess.), § 12.)

The Vermont Statutes Online

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Title 24 : Municipal And County Government

Chapter 037 : Town, City, Or Village Managers

(Cite as: 24 V.S.A. § 1238)

§ 1238. Additional duties

The powers, duties, and liabilities imposed upon any other departments of the town inconsistent with the provisions of this chapter shall be suspended and shall be conferred and imposed upon the manager.

The Vermont Statutes Online

NOTE: The Vermont Statutes Online is an unofficial copy of the Vermont Statutes Annotated that is provided as a convenience.

NOTE: The online version of the Vermont Statutes does NOT yet include the actions of the 2023 legislative session. The 2023 updates should be available by the end of October.

Title 24 : Municipal And County Government

Chapter 033 : Municipal Officers Generally

Subchapter 003 : Organization Of Selectboard; Appointments; Powers

(Cite as: 24 V.S.A. § 872)

§ 872. Selectboard; general powers and duties

(a) The selectboard shall have the general supervision of the affairs of the town and shall cause to be performed all duties required of towns and town school districts not committed by law to the care of any particular officer.

(b) The selectboard shall annually, on or before July 31, acknowledge receipt of and review the document made available by the Auditor of Accounts pursuant to 32 V.S.A. § 163(11) regarding internal financial controls and which has been completed and provided to the selectboard by the treasurer pursuant to section 1571 of this title.

(c) The selectboard may require any other officer or employee of the town who has the authority to receive or disburse town funds to complete and provide to the selectboard a copy of the document made available by the Auditor of Accounts pursuant to 32 V.S.A. § 163(11). The officer or employee shall complete and provide the document to the selectboard within 30 days of the selectboard's requirement. The selectboard shall acknowledge receipt of and review the completed document within 30 days of receiving it from the officer or employee. (Amended 2011, No. 155 (Adj. Sess.), § 26.)



NORWICH POLICE DEPARTMENT



CHIEF OF POLICE

Matthew S. Romei

P.O. Box 311 ~ 10 Hazen Street ~ Norwich VT 05055 ~ 802-649-1460 ~ FAX 802-649-1775

E-MAIL matthew.s.romei@vermont.gov

Memorandum

To: Brennan Duffy
Town Manager (Interim)

From: Matthew Romei
Chief of Police (Interim)

Re: Fleet Status

Date: 27 September 2023

As you are aware, we recently sent the 2013 Ford Taurus police car for an annual inspection. Results of that inspection were not favorable, with our usual service center quoting over \$5,000 in work for it to pass inspection this year. Follow up opinions from two other service centers quoted \$3,000 and over \$9,000 respectively. The \$3,000 quote, in my opinion, was not an adequate evaluation of the vehicle. The two larger quotes both identified major structural issues due to rust and rot, and recommended that the vehicle not be driven, as it would likely not adequately protect the occupants in the event of a wreck. As such, I have placed that vehicle out of service. I suspect that any sale of the vehicle will not bring much in the way of compensation, but recommend that we proceed to advertise it and sell it quickly.

The remainder of our fleet is not without issues. The 2020 Ford has had charging system issues since we received it, and has been waiting on parts for a year. Recently the officer driving it reported that the lights and siren shut down enroute to an emergency call. Based on our and other departments' experience with the hybrid Ford Interceptors we expect similar problems out of the 2023 as it finishes its break in cycle. The 2017 Ford is over 100K miles, and is trending into the area where repairs and maintenance become extremely expensive.

We have been notified that Ford will not be accepting any orders for Model Year (MY) 2024 Police Interceptors. Further, the order window for MY 2025 will be exceptionally short, and will open in Mid-November. Recent years order windows have been as short as 1 day, and just because you order a vehicle, does not mean Ford will deliver one in that year. Many of the orders in the last 3 years have been cancelled without notice. There is not an estimate on pricing for MY 2025.

Feedback from officers reports that the Fords do not function well in our area, mainly due to ground clearance on the back roads. Additionally, they are space limited, especially when two officers ride together, such as field training etc. Also, the Fords do not have the towing capacity to move the training trailer we borrow routinely from Hartford PD. Finally, police vehicles need to live on a five year replacement in order to have any useful life to recoup at the end.

The odd vehicle in our fleet is the Toyota Rav 4. It is a civilian vehicle that had lights and radios added to it. Unfortunately, not enough attention was paid to the safety and convenience components of

this vehicle when it was purchased. These issues make it inappropriate for public safety use. For instance, it cannot be locked and left while running. So, if the vehicle is parked at a scene and the emergency lights are on, it has to be left unsecured. My plan for this vehicle is to transition it to a reserve and training vehicle, and then to the Community Service Officer and out of regular police use when that position is re-funded.

I am recommending we begin transition to a Chevrolet fleet. The Police Tahoes are superior in ground clearance, interior room and towing capacity. Additionally, they appear to be readily available. I am also looking at this year or next year to add a truck to the fleet. Most Law Enforcement agencies in the State have at least one, and they are very useful for training, and exceptional for back road response. I am awaiting budget quotes for these vehicles and will update you when they arrive.

TO: Brennan Duffy, Town Manager
FROM: Chris Kaufman
RE: Results of Road Salt Bid Results
DATE: October 3, 2023

Results of the 2023-2024 Road Salt RFP Bids

On September 5, 2023, the Norwich Department of Public Works requested pricing for the supply and delivery of road salt for Fiscal Year 2023-2024. The results of the prices received were as follows:

1. American Rock Salt Company - \$86.10/ton including delivery.
2. Cargill Inc. - \$86.50/ton including delivery.

Final Recommendation

Based on a review of the attached price quotes, the recommendation is to award the contract to American Roack Salt Company.



Attn:Chris Kaufman
 Town of Norwich
 PO Box 376
 Norwich, VT 05055

September 13, 2023
 Customer #: 008211-000
 County: Windsor
 ckaufman@norwich.vt.us

2023-2024 Quotation for BULK ICE CONTROL ROCK SALT

<u>Source of Supply</u>	<u>Price/Ton (USD)</u>
West Lebanon, NH	\$86.10/ton delivered

- Please note the rock salt we furnish is produced in the United States with American labor and is treated with anti-caking agent.
- Delivered Pricing is based on full truckload quantity for delivery, normally 22-25 tons (22 ton minimum) and/or weight dependent on local regulations.
- Normal delivery is 3 to 5 working days after receipt of order and is subject to availability.
- Payment Terms are NET 30 days from shipment date after which interest will accrue at 2% per month. No orders will be accepted until account is brought up to date.
- This Quotation is limited to your 2023-2024 Estimated Tonnage as listed below through 05/31/24 and is subject to availability.
- This quote must be accepted and acknowledged within 30 days from the date of this proposal. Quote will not be accepted and will be considered invalid after that date.
- Orders may be placed by calling our toll-free number (888) 762-7258. Normal hours of operation are from 8:00am to 4:30pm. American Rock Salt has made available a website for placing orders on-line, call for details!

Thank you for the opportunity to submit our quotation. We look forward to doing business with you during the 2023-2024 season.

Sincerely,

Jamie A. McClain
 Marketing Manager
 (888) 762-7258

ACKNOWLEDGEMENT: PLEASE COMPLETE THE INFORMATION BELOW AND FAX TO (585) 243-7676. YOU MAY ALSO E-MAIL YOUR RESPONSE TO CUSTOMERSERVICE@AMERICANROCKSALT.COM. **THIS INFORMATION MUST BE FILLED OUT AND RETURNED BACK BEFORE WE CAN PLACE AN ORDER FOR YOU.**

2023-2024 Estimated Tonnage: <u>1800</u> TONS	Name:
Signature:	Title:
Phone:	Date:
Fax:	Mobile #:
Email Address:	



Salt, Road Safety
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

INFORMAL QUOTE LETTER

Wednesday, August 30, 2023

Account Information		*Contact Information	
Account Number	2500020937	Attn:	VALUED CUSTOMER
Name	NORWICH TOWN OF - D4	Title	
Address 1	26 NEW BOSTON RD	Phone	
P O Box		Fax	
City State Zip	NORWICH, VT 05055	Mobile	
County	WINDSOR	e-mail	

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2023/2024 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
DEICER SALT ICE CNTRL BLK DR	\$86.5	1000	WHITE RIVER JCT US CDT
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS –

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from August 30, 2023 through May 31, 2024. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2023, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
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Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Sara Cope <i>Sara Cope</i> 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:



Deicing Technology Business
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.				
Billing Information			Shipping Information	
Name:				
DBA (if applicable)				
Address 1				
Address 2				
City State Zip				
County				
Attn:				
Phone		Fax		e-mail:

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES	
<p>1. TERMS TO GOVERN. The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.</p> <p>2. TITLE/RISK OF LOSS. Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.</p> <p>3. PAYMENT AND CREDIT TERMS. Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.</p> <p>4. WARRANTY AND LIMITATION OF LIABILITY. Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.</p> <p>5. EXCLUSIVE REMEDY. If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.</p> <p>6. FORCE MAJEURE. Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.</p>	<p>7. INCREASES. Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.</p> <p>8. DELIVERY. Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.</p> <p>9. TERMINATION. If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.</p> <p>10. TAXES. Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.</p> <p>11. ASSIGNMENT. The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.</p> <p>12. FORWARD CONTRACT. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.</p> <p>13. CONTRACT AMBIGUITIES. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.</p>

TO: Brennan Duffy, Town Manager
FROM: Chris Kaufman, DPW Director
RE: Snowplow Assistance 2023-2024
DATE: September 6, 2023

Description of Snowplow Assistance Issue

The Norwich DPW released an RFP for snowplowing assistance for the 2023-2024 Winter Season on August 7, 2023. The reason for this request, once again this winter season (and likely for a few more years), is to provide Norwich DPW with critical snow plowing assistance as our equipment operator staff continues to grow and gain experience. Our current staff consists of four equipment operators, all with CDL licenses. Of this staff, we have one senior foreman with many years of snowplowing experience, two staff on their second year of snowplowing, and one newer operator with minimal snowplow experience. We also will be inheriting the Building and Grounds staff person into the DPW this winter, but this person has no snowplow experience.

The Norwich DPW received only one bid for snowplow assistance. The bid received was from Chase Site Services, Inc., who performed this work for the Town last year. Chase Site Services, Inc. performed extremely well for the Town last year, is highly recommended, and performs snowplow work throughout the area. The Town of Sharon also uses Chase to supplement their snowplow work. Chase has been very responsive and has been able to provide a lump sum to the Town of Norwich for snowplow work including the sanding and salting of the roads (salt and sand to be provided by the Town). Chase's price last year was \$20,800 for Section 1, \$28,480 for Section 2, and \$29,280 for Section 3 for a total of \$78,560 (See the attached RFP for road section descriptions). The price for last year as well as for this year, includes providing unlimited snowplow assistance from October 2023 through April 2024.

Due to the Town of Hartford's DPW staff shortages, they will be unable to plow and sand the gravel roads along the southern end of Norwich for us this year, therefore we have added several more snowplow routes in Section 1 for the contractor including Sugartop Rd, Joshua Road, and Podunk Road.

Proposal

I am recommending that the Town of Norwich agree to enter a contract with Chase Site Service, Inc. I am basing this request on the following:

1. Predictable pricing
2. Knowledge of the snowplow routes and local area roads
3. Experience and knowledge of snowplowing requirements
4. Robust equipment (including 6-wheel truck) and experienced staff
5. Meets insurance requirements

The total lump sum seasonal rate would be \$33,175 for Section 1 (including additional roads detailed above), \$30,800 for Section 2, and \$31,600 for Section 3 for a total of \$95,575 (with no fluctuations due to fuel price instabilities).

Recommendation

My recommendation is that the Selectboard elect to award the attached snowplow proposal to Chase Site Services, Inc. for an amount not to exceed \$95,575. A contract will be developed (similar to last year) and ready for signature upon approval.

**TOWN OF NORWICH REQUEST FOR BIDS
SNOWPLOWING ASSISTANCE – Town of Norwich**

Issued: August 7, 2023

Project Location

The Town of Norwich is requesting proposals for snowplowing activities for the Town of Norwich, Vermont. The Town of Norwich intends to enter into a one-year contract for services beginning in October 2023 and expiring after April 2024.

Project Description

Provide plowing of snow, sanding (gravel roads), and salting (paved roads) from October 2023 – April 2024.

Project Work to be Completed

Area No. 1 – This work will be completed with a one-ton style vehicle(s) with a plow and sander.

- (1) Tigertown Road from the Hartford Town line to the intersection of Mitchell Brook Road to be plowed and sanded. Mitchell Brook Road from the Sharon Town line to Beaver Meadow Road is plowed and sanded by the Town of Sharon. Approximately 2.7 miles of gravel road.
- (2) Both South Chapel Hill Rd and North Chapel Hill Roads are to be plowed and sanded. The South Chapel Hill Road Bridge is now closed, and South Chapel Hill Road is now a turnaround. North Chapel Hill Rd should be plowed to the end of the road (into Sharon Township). Approximately 2.5 miles of gravel road.
- (3) Sugarhouse Road from Beaver Meadow Road to the beginning of the Class 4 Road to be plowed and sanded. Approximately 0.2 miles of gravel road.
- (4) Ruella Rd. (essentially a driveway) to be plowed and sanded. Approximately 0.13 miles gravel drive.
- (5) Sugartop Rd. from the Hartford Town line to the end of the Class 3 road to be plowed and sanded. Approximately 0.13 miles gravel road.
- (6) Podunk Rd. from the Hartford Town line to the end of the Class 3 road to be plowed and sanded. Approximately 0.3 miles of gravel road.
- (7) Joshua Rd. from the Hartford Town line to the end of the Class 3 road to be plowed and sanded. Approximately 0.4 miles of gravel road.

Area No. 2 – This work will be completed with a 6-wheel municipal style plow truck with a front plow, wing, and sander.

- (1) Beaver Meadow Road (from Sharon Town Line) to Bragg Hill Rd – 5.2 miles paved. To be snow plowed and salted. This is a bus route and therefore needs to be completed prior to school buses pick up and drop off.
- (2) Bragg Hill Rd (from Beaver Meadow to beginning of gravel – 0.07 miles paved. To be snow plowed and salted. This is a bus route and therefore needs to be completed prior to school buses pick up and drop off.
- (3) Bragg Hill Rd (from end of pavement to Tucker Hill Rd) – 4.1 miles gravel. To be snow plowed and sanded. This is a bus route and therefore needs to be completed prior to school buses pick up and drop off.
- (4) Tucker Hill Rd (from Beaver Meadow Rd to end) – 0.8 miles gravel. Snow plowing and sanding.
- (5) Kate Wallace Rd (from Tucker Hill Rd to end) – 0.1 miles gravel. Snow plowing and sanding.

Area No. 3 - This work will be completed with a one-ton style vehicle(s) with a plow and sander/salt spreader.

(1) In Town:

- (a) Trumble Lane – 0.07 miles paved
- (b) Jones Circle Rd – 0.16 miles paved
- (c) Mill Rd – 0.07 miles paved
- (d) Main St (Tracy Hall to Turnpike Rd) – 0.68 miles paved. The road is approximately 42 feet wide to Firehouse Lane and 24 feet wide to Turnpike Road. The road has some paved parking, and some are gravel parking.
- (e) McKenna Rd – 0.38 miles paved
- (f) Lewiston Rd – 0.09 miles paved
- (g) Carpenter Rd – 0.32 miles paved
- (h) Lary Lane – 0.09 miles paved
- (i) 4 Wheel Drive – 0.25 miles gravel
- (j) Upper Loveland Rd – 0.1 miles paved and 0.4 miles gravel
- (k) Hazen St – 0.23 miles paved
- (l) Cliff St – 0.27 miles paved
- (m) Police Station/Fire Station parking lots.
- (n) Tracy Hall and Library parking lots.
- (o) Elm St – 1 mile paved
- (p) Hopson Rd – 1.3 miles paved
- (q) Hickory Ridge Rd – 0.4 miles paved
- (r) Dutton Hill and Dutton Hill East Rd – 0.96 miles gravel
- (s) Goddard Rd – 0.3 miles gravel
- (t) Cossingham Rd – 0.3 miles gravel
- (u) Happy Hill Rd – 0.6 miles gravel
- (v) Tilden Hill Rd – 0.52 miles gravel

The chosen bidder will be expected to coordinate with the DPW during snowplow events and be ready to respond to within an hour of being contacted by the DPW. During a snowplow event, the chosen bidder will be expected to complete all routes above within a reasonable time and be responsive to the additional winter plowing needs of the DPW.

Operational Requirements - The following is the basic process that will be followed during a snowstorm event:

- (a) Once Norwich DPW is notified of a winter storm call out by police dispatch or decides a snow event requires a response (daytime or evening), the DPW will text (or call as necessary) the Contractor and discuss when and where to start snow plowing operations.
- (b) The contractor will provide an appropriate level of staff and equipment to ensure an adequate level of response can effectively manage each storm event.
- (c) In general, the DPW will be pre-salting the paved roads prior to requesting the plowing services of the Contractor on the paved sections of roadways unless the DPW requires assistance as needed.
- (d) **All sand and salt materials will be stored at the Norwich DPW and supplied to the contractor for use on the roads. Do not include salt or sand supply in this bid.**
- (e) School bus routes and certain areas with safety concerns will take precedence in the mornings.

- (f) In general, snow removal can begin once enough snow fall has occurred to minimize efforts of the contractor. Coordination and decisions will be made with the DPW.

Bidding Notification

If you are considering entering a bid for this work, please notify Chris Kaufman at the following email address: **ckaufman@norwich.vt.us**. The Town will use this notification to contact you or your firm in the event that there is a change to the project or bid schedule.

Site Visit

Although a site visit is not mandatory, it is highly recommended due to the nature of the work. Please reach out to Chris Kaufman directly to schedule a visit.

Questions Due Date

Questions may be submitted by email to Chris Kaufman at the following address: **ckaufman@norwich.vt.us**. The due date for questions is Monday, August 28, 2023, at 3:00 PM.

Bid Submission and Due Date

Bids are due by **Tuesday, September 5, 2023, at 1:00 PM** (prevailing time). Bids shall be submitted in a sealed envelope addressed to the Interim Town Manager and DPW Director, Town of Norwich at PO Box 376, Norwich VT, 05055 or can be hand delivered to the Town of Norwich at 300 Main St, Norwich, VT 05055. The envelope should be plainly marked with the name of the bid. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt by the Town. Any bid may be withdrawn in writing prior to the scheduled time for the opening of the bids. Any bid received after the date and time specified will not be considered and will be returned to the bidder unopened. Any exceptions to the bid specifications or proposed work as described must be noted by the bidder. A bidder submitting a bid certifies that the bid was made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf with connection with or obligation to any undisclosed person or firm.

Project Schedule

The Town intends to open bids on or around **September 5, 2023**, at the Town Office; and the Selectboard intends to select a contractor by mid-September 2023.

Bid Information

Please provide:

- A description of proposed approach to the project
- Completed bid tabulation
- A list with descriptions of similar work performed
- Two references, with contact information, who are familiar with similar work performed

Bid Opening

Every bid received prior to the bid submission deadline will be publicly opened and read aloud and recorded by the Town Manager and the respective Department Head.

Criteria for Bid Selection

In evaluating bids, the Town will consider the following criteria:

- Price
- Bidders' ability to perform the work
- Bidders experience and reputation, including past performance for the Town
- Quality of the materials and services specified in the bid
- Bidder's ability to meet other terms and conditions, including insurance and/or bond requirements

- Bidder's financial responsibility
- Contract provisions that are acceptable to the Town
- Bidder is not on any debarment list related to goods and services the bidder provides
- Any other factors that the Town determines relevant and appropriate in connection with the project

A low bid does not guarantee award of the contract.

Insurance

Prior to starting work the selected bidder will be required to provide a Certificate of Liability Insurance with commercial general liability coverage of no less than \$1,000,000 per occurrence and \$2,000,000 per aggregate, naming the Town of Norwich as an additional insured. The Certificate must also include Workers Compensation Insurance.

Payment Schedule

Monthly invoices are to be submitted at the end of each month. Invoices will be reviewed and approved by the Town's Public Works Director. Payment is made upon final approval by the Town Selectboard that meets twice monthly.

Town Contact

Questions may be directed to Chris Kaufman at the following address:
ckaufman@norwich.vt.us.

The Town reserves the rights to select any bid for any reason, and to reject any or all bids.

The Town also reserves the right to award any portion of the work as listed in the Project Description and Bid Form.

BID FORM
Snowplowing Assistance Project, Town of Norwich

Proposal of _____ (hereinafter called Bidder),
organized and existing under the laws of the State of
_____ doing business as

(a corporation, a partnership, of an individual)

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

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

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

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

Bidder acknowledges receipt of the following Addenda:

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

	ITEM		TOTAL PRICE
1	Area 1 Plowing and Sanding	LS	\$ _____
	Price in Words _____		
2	Area 2 Plowing, Salting, and Sanding	LS	\$ _____
	Price in Words _____		
3	Area 3 Plowing, Salting, and Sanding	LS	\$ _____
	Price in Words _____		

Total Bid (Total of above)

\$ _____

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

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

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

By

Title

Business Address

City State

Phone Number

Email Address

Date

ATTEST _____(Signature)

BID FORM
Snowplowing Assistance Project, Town of Norwich

Proposal of CHASE SITE SERVICES, INC. (hereinafter called Bidder),
organized and existing under the laws of the State of
VERMONT doing business as
A CORPORATION
(a corporation, a partnership, of an individual)

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

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

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is APRIL 2024.

Bidder acknowledges receipt of the following Addenda:

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

	ITEM		TOTAL PRICE
1	Area 1 Plowing and Sanding	LS	\$ <u>33,175</u>
	Price in Words		<u>THIRTY THREE THOUSAND, ONE HUNDRED, SEVENTY FIVE DOLLARS</u>
2	Area 2 Plowing, Salting, and Sanding	LS	\$ <u>30,800</u>
	Price in Words		<u>THIRTY THOUSAND, EIGHT HUNDRED DOLLARS</u>
3	Area 3 Plowing, Salting, and Sanding	LS	\$ <u>31,600</u>
	Price in Words		<u>THIRTY ONE THOUSAND, SIX HUNDRED</u>

Total Bid (Total of above)

\$ 95,575

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

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

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

CHASE SITE SERVICES, INC.
Contractor

ERIC CHASE
By

PRESIDENT
Title

PO BOX 153
Business Address

SHARON VT 05065
City State

802 - 763 - 2900
Phone Number

EXCAVATION @ CHASESITESERVICES.COM
Email Address

9/5/23
Date

ATTEST  (Signature)

- PROPOSED APPROACH TO PROJECT

- CHASE SITE SERVICES WILL WORK CLOSELY WITH DPW, FOLLOWING THE BASIC PROCESS FOR SNOWSTORM EVENTS OUTLINED IN BID PACKAGE.
- CHASE WILL BE PREPARED TO DISPATCH UPTO FIVE PLOW UNITS WITH OPERATORS TO ENSURE EFFECTIVE MANAGEMENT OF EACH EVENT.

- SIMILAR WORK PERFORMED

- TOWN OF NORWICH
 - WINTER PLOWING 2022-2023 SEASON
- TOWN OF SHALON
 - WINTER PLOWING OF SCHOOL ST., BAXTER LIBRARY, SHALON ELEMENTARY SCHOOL TOWN OFFICES, SHALON RD, AND VILLAGE SIDEWALKS

- REFERENCES

- FRANK RODGERS - TOWN OF SHALON
763-7194
- JON MCKENNA - TOWN OF NORWICH



NORWICH POLICE DEPARTMENT



CHIEF OF POLICE

Matthew S. Romei

P.O. Box 311 ~ 10 Hazen Street ~ Norwich VT 05055 ~ 802-649-1460 ~ FAX 802-649-1775

E-MAIL matthew.s.romei@vermont.gov

Memorandum

To: Town of Norwich Select Board

From: Matthew Romei
Chief of Police

Re: Interstate Mutual Aid Agreement

Date: 04 October 2023

As part of the regular turnover of the department, I have been re-executing items that require the current Chief of Police's signature. One of which is the Interstate Mutual Aid agreement between Norwich PD and Hanover New Hampshire Police. This agreement is authorized by 24 V.S.A. 1937, and a reciprocal New Hampshire Statute RSA 105:13-a.

The agreement allows the departments to assist each other across state line in emergencies, and is ubiquitous amongst border communities. Vermont Statute requires the Select Board to approve the agreement once signed by the Chiefs of Police. While I am certain at some point in the past this was accomplished, I cannot find where the Select Board approved this. I have attached a copy of the agreement and the relevant Statute for review and approval.

EXTENDED POLICE AUTHORITY AGREEMENT
BETWEEN THE TOWN OF NORWICH AND TOWN OF HANOVER
UNDER NEW HAMPSHIRE RSA, SECTION 105:13 and 48:11-a

This Agreement made this 22nd day of August, 2023, between the Town of Hanover, a municipal corporation existing in Hanover, County of Grafton, State of New Hampshire ("Hanover"), and the Town of Norwich, a municipal corporation existing in Norwich, County of Windsor, State of Vermont ("Norwich"), provides for extended police authority in accordance with the provisions of New Hampshire RSA, Sections 105:13 and 48:11-a.

WITNESSETH:

WHEREAS, the chief law enforcement officer of Hanover and the chief law enforcement officer of Norwich have agreed that effective law enforcement would be promoted if each municipality extends community-wide law enforcement authority to the Police Department of the other;

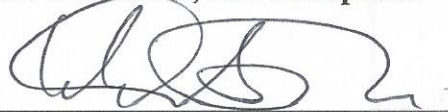
WHEREAS, RSA 105:13 and 48:11-a, authorize the chief law enforcement officers to execute written agreements extending such law enforcement authority;

NOW THEREFORE, the chief law enforcement officer of Hanover and the chief law enforcement officer of Norwich hereby agree as follows:

1. Until this Agreement is terminated as provided herein, the authority of any duly authorized police officer of the Town of Hanover shall extend to the Town of Norwich. Such Extended Authority shall be subject to the terms and conditions of this Agreement.
2. Until this Agreement is terminated as provided herein, the authority of any duly authorized police officer of the Town of Norwich shall extend to the Town of Hanover. Such Extended Authority shall be subject to the terms and conditions of this Agreement.
3. The extended law enforcement authority granted under paragraphs 1 and 2 above may only be exercised upon an oral or written request for assistance. The patrol shift supervisor or higher ranking on-duty law enforcement officer of each municipality is hereby authorized to make an oral or written request for assistance to the ranking on-duty law enforcement officer of the other municipality.
4. It is mutually understood and agreed that the primary duty of the police department of each municipality is to provide adequate police protection within its own boundaries, and therefore, compliance with a request for assistance made under this Agreement is within the sole discretion of the patrol shift supervisor or higher ranking on-duty law enforcement officer of the responding municipality.
5. Officers responding to a request for assistance shall accept direction from the senior on-duty officer of the requesting municipality who is at the scene. Responding officers shall possess the same powers and have the same duties, rights, privileges, and immunities in the requesting municipality as they would ordinarily have in their own municipality.
6. Neither municipality of this agreement shall be required, except by mutual consent, to pay any charge or compensation to any other municipality to this agreement for services rendered hereunder. Any services performed or expenditures made in connection with furnishing mutual aid under this agreement by either party hereto shall be deemed for the direct protection and benefit of the inhabitants and property of the party.

7. Any police officer of a municipality hereto furnishing aid to the other municipality shall, at all times, remain the employee of the municipality that originally employed him/her, and the municipality furnishing aid shall, at all times, be responsible for his/her wages, workmen's compensation, and all other duties and responsibilities pertaining to his/her employment.
8. Each municipality shall be solely responsible for any negligent acts of its own police officers, whether those acts occur within its own jurisdiction or within the jurisdiction of the requesting municipality. Each municipality specifically agrees to hold the other harmless for any lawsuits or other actions brought as a result of any negligent acts of its officers.
9. The requesting municipality shall be responsible for all damages to the responding municipality's equipment, not otherwise covered by the responding municipality's insurance, resulting from rendering aid to the requesting municipality. The requesting municipality shall not be responsible in any manner for any damage caused by the negligence of the responding municipality's employees.
10. This Agreement shall remain in full force and effect until terminated by mutual consent of the parties to this Agreement or until the (10) days after the Chief Law Enforcement Officer of either municipality has received written notification from the other of the latter's intention to terminate.
11. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Hampshire.
12. Nothing in this Agreement is intended to limit in any way, Police Authority granted under RSA 614 (Fresh Pursuit), RSA 106-C (Emergency Police Assistance) or any other provision of law.
13. This Agreement shall become effective upon execution by the Chief Law Enforcement Officer of both municipalities.

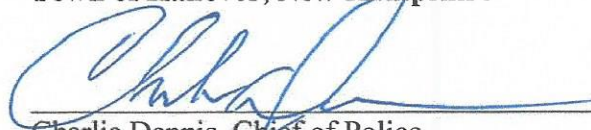
CHIEF LAW ENFORCEMENT OFFICER
Town of Norwich, ~~New Hampshire~~ Vermont



Matthew Romei, Chief of Police
Norwich Police Department

8/22/2023
Date

CHIEF LAW ENFORCEMENT OFFICER
Town of Hanover, New Hampshire



Charlie Dennis, Chief of Police
Hanover Police Department

8/22/23
Date

The Vermont Statutes Online

Title 24 : Municipal And County Government

Chapter 055 : Police

(Cite as: 24 V.S.A. § 1937)

§ 1937. Reciprocal assistance agreements

(a) A reciprocal assistance agreement may be entered into between:

(1) the chief law enforcement officer of a municipality in a county of this State adjacent to a neighboring state, or the sheriff of such a county; and

(2) the chief law enforcement officer of a municipality in an adjacent county of the neighboring state, or the sheriff of such a county.

(b) The authority of a duly authorized and certified municipal law enforcement officer, sheriff, or deputy sheriff in a neighboring state shall extend to a municipality or county in this State if:

(1) reciprocal statutory authority has been granted by the neighboring state to the law enforcement officers, sheriffs, or deputy sheriffs of this State;

(2) a reciprocal assistance agreement under subsection (a) of this section has been executed which sets forth the terms and conditions under which assistance may be requested or rendered;

(3) the agreement is in writing; and

(4) in the case of an agreement by a municipality in this State, the agreement of the chief law enforcement officer of the municipality is approved by its legislative body.

(c) The reciprocal assistance agreement shall constitute authorization for every request for assistance, and for any assistance rendered, in accordance with the terms and conditions of the written agreement, regardless of whether the officer, sheriff, or deputy sheriff is named in the agreement.

(d) In either emergency or nonemergency circumstances, the ranking on-duty law enforcement officer, sheriff, or deputy sheriff may make an oral request for assistance to the ranking on-duty law enforcement officer, sheriff, or deputy sheriff in the responding jurisdiction, subject to the terms and conditions of the reciprocal assistance agreement. The agreement shall state the authority of the responding police officer in such circumstances.

(e) A reciprocal assistance agreement shall remain in full force and effect until terminated by mutual consent of the parties to the agreement, or until ten days after one of the parties has received notification from the other party of intention to terminate the agreement. (Added 1989, No. 92.)

2023 Selectboard Handbook for Appointed Committees, Boards, Commissions

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Summary Table with Membership and Terms

Appointed Standing Committees, Boards, Commissions

<u>Name</u>	<u>Term Length</u>	<u>Membership</u>	<u>Individual Member term</u>
Cemetery Commission			
Conservation Commission			
Development Review Board			
Energy Committee			
Finance Committee			
Historic Preservation Commission.			
Land Management Council			
Planning Commission			
Recreation Council			
Solid Waste Committee			

Summary Table with Membership and Terms

Elected Officials

<u>Name</u>	<u>Term Length</u>	<u>No. of Members</u>	<u>Name(s) of Member(s)</u>	<u>Individual Term Length</u>
Cemetery Commissioner(s)				
Town Moderator	1 year	1	Vacant	
Listers				
Selectboard	X or X years	5	Arnold, Roger Calloway, Marcia Layton, Mary Smith, Pam Vincent, Priscilla	03/2023-03/2026
Town Clerk	X years ¹	1	Lily Trajman	03/2023-03/2026
Town Treasurer				
Trustee(s) of Public Funds				

¹ As allowed by statute and voted by town.