

# Norwich Selectboard

Regular Meeting – May 8, 2024 – 6:30 p.m.  
Tracy Hall Multi-Purpose Room

This meeting will be held in-person and via ZOOM

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 being recognized by Chair)

**NOTE: To be admitted to Zoom, you must display a First and Last Name**

Welcome & Introductions

1. Agenda – Discussion/Motion
2. Chair's Report
3. Public Comments for Items not on the Agenda – Discussion
4. Selectboard and Town Manager Goals (1 hour max) – Discussion/Possible Motion(s)
  - a. Selectboard Goals
  - b. Town Manager Goals
  - c. Town Manager's Evaluation
5. Committee Appointments – Interviews/Discussion/Motions
6. Fee Schedule Review for July 1, 2024 – Discussion/Motion
7. Fair & Impartial Policing Policy – Discussion/Motion
8. NPD Request to Purchase Police Department Vehicles – Discussion/Motion
9. Norwich Liquor License Applications – Discussion/Motion
10. Selectboard Committee Handbook 1<sup>st</sup> Read – Discussion/Possible Motion
11. Receipt of Correspondence – Review/Discussion
12. Approval of Minutes – April 10, 2024 – Discussion/Motion
13. Approval of AP Warrant(s) – Discussion/Motion
14. Draft Policy – Resolutions and Letters of Support 3<sup>rd</sup> Read – Discussion/Possible Motion
15. Town Manager's Request – Juneteenth Holiday – Discussion/Possible Motion
16. Adjournment – Motion

## Future Meeting Dates and Potential Topics

Day	Date	Meeting Type	Time & Content	Other Notes
Wednesday	5/22/2024	Regular: in Tracy Hall & Zoom & JAM	6:30 p.m. Selectboard business;	Committee appointments TH Energy Audit Results Prioritize Policy Review(s) Casella Contract Renewal
Wednesday	6/12/2024	Regular: in Tracy Hall & Zoom & JAM	6:30 p.m. Selectboard business	Draft Personnel Policies Fee Schedule Review Norwich/Sharon Boundary

## Ongoing and future work Town Manager's Office

- Personnel Policies – requested completion by March 2024
- H.R. structure, ID nature of assistance, scope/purpose
- Tracy Hall Study
- Energy Audit – completed – awaiting results
- On-going hiring and interviews for open positions
- Rec Dept Summer Camps – SAU 70 decision - Rebate?
- Fire District – Hydrant Rental Costs
- Hemlock Road Update
- Olcott Road Bridge Update
- Casella Contract Renewal

## Selectboard

- Selectboard Goals
- Town Manager Goals
- Committee Appointments
- Develop Charge for Green Procurement Team
- Review and Update Policies
- Tracy Hall Planning
- Updates to Condrey Report
- Walkability Corridor
- Update Fee Schedule
- Update & Adopt Capital Plan
- Website Improvements – New Software?
- Handbook for Committees, Commissions & Boards
- Committees: coordination with overall town priorities
- Town Manager Evaluation
- FY26 Budget Planning

**TOWN OF NORWICH**  
**2024 SELECTBOARD AND TOWN MANAGER GOALS**  
**and TOWN MANAGER ANNUAL PERFORMANCE EVALUATION**

<b>Town Manager:</b> Brennan Duffy	<b>Period of EVALUATION:</b> 9/27/2023 – 9/26/2024
------------------------------------	--

<b>Part I – Governing Parameters for Goals and Evaluation</b>
<ul style="list-style-type: none"> <li>• <b>Statutory:</b> The Selectboard acknowledges the constraints under Dillon’s Rule to not exceed the authority given it by the statutes of the State of Vermont, including but not necessarily limited to: <ul style="list-style-type: none"> <li>○ 24 V.S.A. § 872 Selectboard; general powers and duties</li> <li>○ 24 V.S.A. § 1236 (Town Manager) Powers and duties in particular</li> <li>○ 24 V.S.A. § 1238 (Town Manager) Additional duties</li> <li>○ 19 V.S.A. § 304 (Town Highways) Duties of selectboard</li> </ul> </li> <li>• <b>Contractual:</b> The Selectboard (“Board”) and Town Manager (“Employee”) are bound by the Town Manager Employment Agreement (“Agreement”) as executed by the parties on 09/17/2023. <ul style="list-style-type: none"> <li>○ As to goals and performance objectives, this document represents the written agreement which is required in Section A<sup>i</sup> of the Agreement;</li> <li>○ As to an annual EVALUATION, this document is pursuant to Section B<sup>ii</sup> of the Agreement.</li> </ul> </li> <li>• <b>Personnel Policy:</b> Pursuant to Section XII. B. of the Agreement, Governing Law; Personnel Rules Superseded, the Agreement supersedes Personnel Policies in conflict with the Agreement.<sup>iii</sup></li> </ul>

<b>Part II – Board &amp; Employee Goals/Performance Objectives, Relative Priorities, and Appraisal</b>
--

<b>#1 Goal: Maintain Town Functions</b>	
<p><b>Required: Statutory Duty to perform and execute the duties required of a town.</b></p> <p style="text-align: center;"><i>Anticipated constraints, if any:</i></p>	<p><b>Evaluation</b></p> <p><input type="checkbox"/> Above Expectation</p> <p><input type="checkbox"/> Meets Expectation</p> <p><input type="checkbox"/> Below Expectation</p> <p style="text-align: center;"><i>Board and/or Employee Comments:</i></p>
<b>Agreed: to accomplish before Sept. 2024:</b>	
<p>1. Performance Objective: Identify and contract for Human Resource <b>and/or mediation</b> assistance, <b>as needed.</b></p> <p style="text-align: center;"><i>Anticipated constraints, if any:</i></p>	<p><b>Evaluation</b></p> <p><input type="checkbox"/> Above Expectation</p> <p><input type="checkbox"/> Meets Expectation</p> <p><input type="checkbox"/> Below Expectation</p> <p style="text-align: center;"><i>Board and/or Employee Comments:</i></p>
<p>2. Performance Objective: Complete Draft Personnel Policy for SB review</p> <p style="text-align: center;"><i>Anticipated constraints, if any:</i></p>	<p><b>Evaluation</b></p> <p><input type="checkbox"/> Above Expectation</p> <p><input type="checkbox"/> Meets Expectation</p> <p><input type="checkbox"/> Below Expectation</p> <p style="text-align: center;"><i>Board and/or Employee Comments:</i></p>

**Part II – Board & Employee Goals/Performance Objectives, Relative Priorities, & Appraisal Cont.**

**#1 Goal: Maintain Town Functions Continued**

**Agreed: to accomplish ASAP**

1. Performance Objective: **Develop a plan with goals to recruit and retain employees, as necessary.**

*Anticipated constraints, if any:*  
Availability of qualified applicants.

**Evaluation**

- Above Expectation
- Meets Expectation
- Below Expectation

*Board and/or Employee Comments:*

**#2 Goal: Attend to Disasters and Unforeseen Events Affecting the Town as needed.**

**Agreed: that Unforeseen Disasters/Events may take precedence, use limited time and resources, and otherwise impair achievement of other agreed upon Goals and Objectives**

1. Performance Objectives include: Efficient and timely responses, documented protocols for response and communication with Town and governmental entities

*Anticipated constraints, if any:*

**Evaluation**

- Above Expectation
- Meets Expectation
- Below Expectation

*Board and/or Employee Comments:*

**#3 Goal: Protect Town Management Time**

**Agreed: to Develop a structure to protect Town Manager/town management time for accomplishment of Goals and Performance Objectives**

1. Performance Objective: Develop and adhere to a global protocol for making requests of Town Manager/town management time.

*Anticipated constraints, if any:*

**Evaluation**

- Above Expectation
- Meets Expectation
- Below Expectation

*Board and/or Employee Comments:*

**Part II – Board & Employee Goals/Performance Objectives, Relative Priorities, & Appraisal Cont.**

**#4 Goal: Special Project – Tracy Hall**

**Agreed short-term work to maintain Tracy Hall  
as an office, meeting and community space:**

1. Performance Objective: Completion, Review and analysis of Architectural and Energy Studies.

*Anticipated constraints, if any:*

**Evaluation**

- Above Expectation
- Meets Expectation
- Below Expectation

Board and/or Employee Comments:

**Agreed long-term work to make Tracy Hall  
Energy efficient and structured for 21<sup>st</sup>  
Century work and meeting needs:**

2. Performance Objective: Identification of Projects that can be accomplished in 2024.

*Anticipated constraints, if any:*

**Evaluation**

- Above Expectation
- Meets Expectation
- Below Expectation

Board and/or Employee Comments:

3. Performance Objective: Securing of estimates, development of a timetable and necessary capital budgets for identified projects.

*Anticipated constraints, if any:*

**Evaluation**

- Above Expectation
- Meets Expectation
- Below Expectation

Board and/or Employee Comments:

**Part III – Overall EVALUATION of Employee’s Skills, Knowledge, Abilities**

**A. Leadership and Management**

Ability to communicate with the Selectboard, Town staff, committees/commissions/boards and elected officials as to Town goals, objectives, policies, rules, statutes and regulations pertaining to the work of the Town, to ensure the work of the Town is duly performed and executed.

Board Comments:

**Overall EVALUATION**

- Above Expectation
- Meets Expectation
- Below Expectation

**B. Planning and Quality of Work**

Ability to elicit and assess the needs of the Town and its staff, develop strategies and recommend appropriate budgets to the Selectboard to achieve quality outcomes for the Town.

Board Comments:

**Overall EVALUATION**

- Above Expectation
- Meets Expectation
- Below Expectation

**C. Knowledge, Judgment, and Productivity**

Ability to assess the type of assistance required to address the needs of the Town, weigh reasonable alternatives, keep the Selectboard appropriately apprised, and attend to necessary work in a timely fashion.

Board Comments:

**Overall EVALUATION**

- Above Expectation
- Meets Expectation
- Below Expectation

**Part VI – Employees Comments – Append additional pages as necessary.**

Empty box for employee comments.

<b>Part VII – Signatures</b>	
_____	_____
<b>Brennan Duffy, Town Manager</b>	<b>Date</b>
_____	_____
<b>Selectboard</b>	<b>Date</b>

<sup>i</sup> “A. Annually, the Board and Employee shall define such goals and performance objectives necessary for the proper operation of the Town and the attainment of the Board’s policy objectives, and shall further establish a relative priority among the various goals and objectives, and said goals and objectives shall be reduced to writing. The parties shall endeavor to develop goals and objectives with the good-faith intent that they shall be reasonably attainable within the time limits specified, within the annual operating and capital budgets and appropriations provided by the Town, and within existing circumstances and external conditions affecting the Town.”

<sup>ii</sup> “B. The Board shall annually (i.e., within 14 days of the anniversary of the Effective Date) review and evaluate the Employee’s accomplishment of the goals and objectives referenced above. This review and evaluation process shall be in accordance with specific criteria developed jointly from time to time by the Board and Employee. The review and evaluation each year shall be the basis for step increases and all step increases will be conditional upon satisfactory evaluation, such determination of “satisfactory” being at the Board’s sole discretion. In addition to such annual reviews, upon reasonable request of Employee, the Board or its delegates shall meet from time-to-time with Employee to review performance and progress toward goals.”

<sup>iii</sup> Section XII. B. “This Agreement supersedes the Town’s Personnel Rules and Regulations to the extent said Rules and Regulations are in conflict with the Agreement. Additionally, wherever said Rules and Regulations refer to the Town Manager in a supervisory role, such references shall be read to mean the Board with respect to supervisory authority over the Town Manager.”

**From:** [Pam Smith](#)  
**To:** [Miranda Bergmeier](#)  
**Subject:** Agenda Item #4 - Selectboard & Town Manager Goals & Objectives  
**Date:** Thursday, May 2, 2024 11:29:49 AM

---

Fellow SB Member,

As we continue to discuss the topic of goals and objectives for the coming year, it is my feeling that we cannot limit our discussion to just the goals of the Town Manager. As I explained at the last SB meeting, I envisioned us creating a list of goals for the Selectboard that would be a discreet list of our responsibilities as Board members. These are not included in the list of TM goals, as they are the responsibility of the Selectboard to accomplish. I also envisioned having a separate list of goals for the Town Manager that would be used in conducting an evaluation of his performance on an annual basis.

The order of these goals as stated below should not be interpreted as recommending or establishing any priority of one goal over another. This is something we should discuss and agree upon as a Board.

**Selectboard Goals & Objectives:**

- 1) Establish Town Manager goals and timeline
- 2) Fill all open committee positions and vacant elected official positions
- 3) Review Selectboard policies (as posted on the Town website)
- 4) Selectboard & Committee coordination with overall Town priorities
- 5) Creation of a Green Procurement Team & appointment of committee members
- 6) Update and adopt the Town's Fee Schedule by July 1 of each year
- 7) Complete the Selectboard's Committee Handbook
- 8) Develop and conduct the Town Manager's evaluation annually
- 9) Budget Planning for the next FY

**Town Manager's Goals & Objectives (as stated by the Town Manager on April 10, 2024):**

- 1) HR stability
  - recruitment & retention
  - hiring to fill all open positions
- 2) Personnel Policies Update - working with VLCT model policy
- 3) Tracy Hall improvements - working with consultant and energy audit results
- 4) Beaver Meadow Road Walkability Corridor
- 5) Affordable housing grant
- 6) FEMA clean up and remediation of July 2023 storm
  - Hemlock Road
  - Culvert repair & replacement
- 7) Road & Culvert Work - grant funding & grant management
- 8) Finances (this was added by me during the discussion on April 10 to address audit recommendations)



**Town Manager Goals & Objectives - Proposed Performance Evaluation:**

- 1) Maintain Town functions
  - Identify & contract for HR assistance or mediation as needed
  - Complete draft of Personnel Policy revisions
- 2) Fill open staff positions
  - Develop Recruitment & Retention Plan
- 3) Unforeseen Disasters & Events
  - Efficient and timely responses, documented protocols for response & communication with Town and governmental entities
- 4) Protect Town Management Time
  - Develop & adhere to a global protocol for making requests of Town Manager/town management time.
- 5) Tracy Hall
  - Maintain Tracy Hall as an office, meeting & community space
  - Complete review and analysis of architectural and energy studies
  - Long term work to make Tracy Hall energy efficient and structured for 21st century work and meeting needs.
  - Secure estimates, development of timetable & necessary capital budgets for identified projects.
- 6) Overall Evaluation of Town Manager's Skills, Knowledge & Abilities
  - Leadership & Management
  - Planning and Quality of Work
  - Knowledge, Judgment & Productivity

I look forward to discussing this with you at our next SB meeting on May 8, 2024.

Respectfully,

Pam Smith

-----

Please note that this email message, along with any response or reply, is considered a public record, and thus is subject to disclosure under the Vermont Public Records Law (1 V.S.A. §§ 315-320).

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

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

Name: Joshua Bohar

Address: 31 Loveland Rd

Day phone: 3212988359

Evening phone:

E-mail: jpbohar@gmail.com

Position Applied For: ECFiber Town Representative Alternate

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

Terms: Partial Term in 2021

Years: 1

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

Evening: (Yes  No  Morning: (Yes  No

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

Full time job.

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

Senior Fiber Optic Engineer working in the region.

4. Please include service on other municipal or school district Boards, Commissions, or Committees both in Norwich and elsewhere and indicate whether or not any of those appointments are current ones:

NA

5. Education and Current Employment

Name of Company: GWI

Location: Biddiford ME

Title: Senior Fiber Engineer

Describe your work:

Design, engineer and oversee construction of fiber optic networks.

6. Pertinent Education and/or Experience:

I've worked in the industry for almost a decade and the state of Vermont for the last few years.

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

Potentially my work with other CUDs (not competing with ECF) however I am addressing this concurrently.

Comments:

Just looking to get involved with and assist my community with the skill set and knowledge I currently possess. Thanks

Signature

Joshua Bohar

Date

4/29/2024

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

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

Name: Robert Gere

Address: 1399 Union Village Rd.

Day phone: (802) 280-5192

Evening phone: 802-649-5267

E-mail: rgere@me.com

Position Applied For: ECFiber Governing Board (alternate)

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

Terms: Several

Years: 6 (+/-)

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

Evening: (Yes  No  Morning: (Yes  No

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

Yes for evenings and mornings

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

I have worked in the technology fields for over 20 years doing computer

Consulting and Tech support.

4. Please include service on other municipal or school district Boards, Commissions, or Committees both in Norwich and elsewhere and indicate whether or not any of those appointments are current ones:

Currently serving on the Norwich Energy Committee.

Past service on the Selectboard, Justice of the Peace, Development

Review Board, Past Board Chair at CATV (now JAM)

5. Education and Current Employment

Name of Company: Semi-Retired

Location:

Title:

Describe your work:

part time computer technical support

6. Pertinent Education and/or Experience:

Previous participation on boards and committees

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

No). If yes, please explain:

No Conflict.

Comments:

I have served as the Norwich Alternate to the ECFiber Governing Board for several years and my familiarity with its mission and operation gives me the capacity to fill in (or replace) the Board member (Irv Thomae) if needed. ECFiber is a complex multi-million dollar governmental organization that benefits from having an experienced board.

Signature

Date



4/22/24 (re: 4/17/24)

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

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

Name: Kristin Fauci

Address: 852 New Boston Rd

Day phone: 802 299 6025

Evening phone: 802 649 7181

E-mail: kfit802@gmail.com

Position Applied For:

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

Terms:

Years: 5+

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

Evening: (Yes  No  Morning: (Yes  No

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

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

I participated in youth sports growing up, I have been a youth sports coach for many years, am an avid Norwich trails user and am a personal coach/trainer,

who is committed to athletics and healthy living for all our community members

4. Please include service on other municipal or school district Boards, Commissions, or Committees both in Norwich and elsewhere and indicate whether or not any of those appointments are current ones:

5. Education and Current Employment

Name of Company: Norwich Nursery School

Location: Norwich

Title: Teacher

Describe your work:

I am a preschool teacher

6. Pertinent Education and/or Experience:

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

Comments:

Signature

Kristin Fauci

Date

4/30/24



# 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  
email: [matthew.s.romei@vermont.gov](mailto:matthew.s.romei@vermont.gov)

---

## Memorandum

To: Brennan Duffy  
Town Manager

From: Matthew Romei  
Chief of Police

Re: Fair and Impartial Policing Policy

Date: 25 April 2024

On 23 April 2024 the Vermont Criminal Justice Council (VCJC) adopted an updated Fair and Impartial Policing (FIP) Policy. There are significant updates contained within that deal directly with Law Enforcement Procedures. The updated policy is required to be adopted by Law Enforcement Agencies in Vermont not later than August 01, 2024. I have attached a copy of the policy for your review.

On April 8<sup>th</sup>, 2020 the Town of Norwich Select Board adopted "A Policy for Fair and Impartial Policing in the Town of Norwich" *as a personnel policy*, in response to a Town Meeting Vote in March of 2020. A review of the Select Board minutes (also attached) gives a high view of the debate surrounding the adoption of this policy.

Given that continued use of the Select Board-adopted policy would place us in jeopardy as an agency as well as me in individual jeopardy, I will be adopting the new FIP Policy on behalf of the agency, notwithstanding the Town policy. As part of the extensive discussion around this issue over the past few weeks, Chiefs and other interested stakeholders identified that conflicting policies, even where one is invalid, create a ripe opportunity for error. In that light, I respectfully request the Select Board consider repealing the Town Policy.



VERMONT CRIMINAL JUSTICE COUNCIL  
FAIR AND IMPARTIAL POLICING POLICY

Table of Contents

PURPOSE	2
INTRODUCTION	2
POLICY	3
I. Definitions	3
II. Policing Impartially	3
III. Community Relations	4
IV. Establishing Identity	5
V. State/Local Enforcement Authority/Priorities and Federal Immigration Law	6
VI. Interactions with Federal Immigration Officers	7
VII. Responding to Bias-Based Reports or Reports Regarding Bias from the Community	11
VIII. Training	11
IX. Accountability and Compliance	11

VERMONT CRIMINAL JUSTICE COUNCIL  
FAIR AND IMPARTIAL POLICING POLICY

Effective Date: April 23, 2024

**PURPOSE**

The purpose of this policy is to require that all members of [agency or department] conduct policing in a fair and impartial manner, to clarify the circumstances in which officers can consider personal characteristics or citizenship or immigration status when making law enforcement decisions and to reinforce processes and procedures that enable us to provide services and enforce laws in an equitable and impartial way. [Agency] is required to adopt each component of the Vermont Criminal Justice Council’s model fair and impartial policing policy. [Agency] may adopt additional components.

**INTRODUCTION**

Employees are prohibited from engaging in biased policing. This means no member of [this agency] shall take actions based on any personal characteristics or citizenship or immigration status, except as described below, in the services our employees provide to the community in connection with our law enforcement activities.

Because partnership with Vermont residents is the most effective way to ensure public safety, maintaining the public’s trust is a primary concern. To secure this trust, personal characteristics or citizenship or immigration status should have no adverse bearing on an agency’s interactions with an individual. Enforcement of civil immigration law is a federal responsibility, and agencies should not engage in such enforcement except as otherwise outlined in this policy. Vermont residents are more likely to engage with law enforcement and other officials by reporting emergencies, crimes, and acting as witnesses; to participate in economic activity; and to be engaged in civic life if they can be assured they will not be singled out for scrutiny on the basis of their personal characteristics or citizenship or immigration status.

To achieve these objectives [agency or department] will implement a combination of best practices in areas including but not limited to: hiring, in-service training, policy development, supervision, reporting and investigative processes, appropriate discipline, and community outreach/partnerships.

# **POLICY**

## **I. Definitions**

“Biased policing” is conduct by law enforcement officers motivated by an individual’s actual or perceived or self-identified personal characteristics.

“Personal characteristics”: May include but is not limited to actual or perceived identity, race, ethnicity, national origin, color, gender, sexual orientation, gender identity, marital status, mental or physical disability, age, religion and socio-economic status.

“Citizenship or Immigration status”: Generally refers to the legal rights, if any, of a non-citizen to enter or remain in this country, or to exercise certain rights (e.g., vote in federal elections). Examples of status include, without limitation, “lawful permanent resident,” “temporary worker,” “refugee,” and “undocumented.”

“Reasonable suspicion”: Suspicion, for which an officer can articulate factual reasons, does not need to rise to the level of probable cause.

“Probable cause”: Facts or circumstances that would lead a reasonable person to believe that a crime has been committed, or is being committed, or is about to occur.

“Member” or “employee”: any employee employed by [agency/department], regardless of their assigned tasks or duties.

“Federal immigration authorities”: federal agencies, departments, or employees or contractors thereof, tasked with enforcement of immigration law and border entry, including without limitation the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), and U.S. Customs and Border Protection (CBP).

## **II. Policing Impartially**

- a. As required by law, all law enforcement actions by law enforcement officers, such as investigations, detentions, traffic stops, arrests, searches and seizures, etc., must be based on reasonable suspicion, probable cause or relevant exigent circumstances, supported by articulable facts, circumstances, and conclusions that support the given action.

- b. [Agency members] may take into account reported race, ethnicity or other personal characteristics of persons based on credible, reliable, locally relevant, temporally specific information that links a person of specific description to particular criminal incidents or other matters under investigation and is combined with other identifying information.
- c. Personal characteristics shall not be used as a reason to arrest someone instead of citing them and shall not impact the decision on whether to seek continued custody pursuant to Vermont Rule of Criminal Procedure 3.
- d. Citizenship or immigration status shall not be used as reason to arrest someone instead of citing them and shall not impact the decision on whether to seek continued custody pursuant to Vermont Rule of Criminal Procedure 3, except that criminal liability for offenses where one's citizenship, or immigration status, is an essential element is a factor that may be considered in a Rule 3 determination.
  - 1. (Example: An individual convicted of a violent felony is removed by immigration authorities after serving their sentence. Unlawful re-entry by that individual may result in substantial prison time – 10 years or more. Those factors may be considered because the prospect of long incarceration can be relevant to case-by-case evaluation of flight risk.)
  - 2. Note that per Section V of this Policy, [Agency members] do not have authority to investigate civil immigration laws and that [agency members] shall not ask about or investigate a person's citizenship or immigration status unless information regarding citizenship or immigration status is an essential element of a crime.
- e. Personal characteristics and/or citizenship or immigration status, including the existence of a civil immigration detainer, shall not affect the detainee's ability to participate in pre-charge or police-initiated pre-court processes such as referral to diversion or a Community Justice Center.
- f. Under federal and state law, law enforcement agencies are required to provide qualified interpretation services, either in person or telephonically, to any person in need of it.

### **III. Community Relations**

To cultivate and foster transparency and trust with all communities, each [agency member] shall do the following when conducting pedestrian and vehicle stops or otherwise interacting with members of the public unless circumstances indicate it would be unsafe to do so:

- a. Be courteous and professional;

- b. Introduce themselves to the person (providing name and agency affiliation), and state the reason for the stop as soon as practicable unless providing this information will compromise officer or public safety or a criminal investigation;
- c. Ensure that a detention is no longer than necessary to take appropriate action for the known or suspected offense and the [agency member] conveys the purpose of the reasonable delays;
- d. Provide [agency member's] name verbally when requested. [Agency members] may also provide the information in writing or on a business card;
- e. In addition to the above, officers should answer relevant questions the person may have if doing so will not compromise safety and/or the investigation.

#### **IV. Establishing Identity**

- a. An individual shall not be stopped or detained solely for the purpose of establishing identity. However, if the individual has already been stopped for a lawful purpose, the individual may be subject to objectively reasonable additional detention in order to establish identity (*e.g.*, inquiry into identity during the course of a lawful traffic stop).
- b. Absent reasonable suspicion of unlawful activity, [agency members] shall not require that passengers in motor vehicles provide identification or other documents. If requesting such documents, [agency members] will state that passengers are not required to provide them. A passenger not providing identification does not constitute reasonable suspicion of unlawful activity. In no instance shall the enforcement of civil immigration law be a reason to request identification or other documents (See Section V).
- c. In instances when a standardized form has a field requesting an individual's social security number, [agency members] may request such information for the purposes of establishing identity. An individual not providing a social security number does not on its own constitute reasonable suspicion of unlawful activity. The absence of a social security number is not indicative of citizenship or immigration status. In no instance shall the enforcement of civil immigration law be a reason to request a social security number.
- d. Acceptable forms of identification, which must include a photograph of the individual, include, but are not limited to, driver's licenses from any U.S. state or foreign country, government-issued IDs by a U.S. jurisdiction, foreign passports, and consular ID cards. All identification is subject to reasonable scrutiny and follow-up for authentication consistent with the provisions of this policy. Any contact with federal immigration authorities to determine an individual's identity must comply with guidance regarding Interactions with Federal Immigration Officers in Section VI.

## V. State / Local Enforcement Authority / Priorities and Federal Immigration Law

The trust and cooperation of immigrant communities is essential to prevent and solve crimes and maintain the safety and security of all. The U.S. Constitution's Fourth Amendment and the Vermont Constitution's Article 11 rights against unreasonable search and seizure apply equally to all individuals in Vermont.

- a. [Agency members] do not have authority to enforce federal *civil* immigration law. Mere presence in the United States without authorization – for example, residing in the country with an expired visa – is a *civil* violation and may not be subject to investigation.
- b. Though [agency members] have authority to enforce federal *criminal* law, enforcement of federal criminal immigration law is generally not a priority for [Agency]. Accordingly, [Agency] members should not make warrantless arrests, detain individuals, facilitate the detention of individuals, or otherwise expend resources investigating or enforcing unlawful entry or unlawful reentry cases unless such actions are (1) necessary to ensure public safety or officer safety (imminent risk of physical injury to subject, officer, or third party) or (2) integral to the investigation of criminal offenses unrelated to immigration law.

Comment: Some individuals crossing the border outside of an authorized checkpoint may be seeking asylum and receive federal permission to remain in the United States. Because it is often difficult to determine whether someone is crossing the border to obtain safety and lawful status, [Agency] members should not presume that unauthorized border crossing implicates Vermont, as opposed to federal interests. [Agency] enforcement of alleged “unlawful entry” may create the misconception that the Agency is involved in immigration enforcement and undermine partnerships with local communities.

- c. The following do not on their own establish reasonable suspicion of a criminal offense and are not sufficient to warrant an investigation:
  1. Personal characteristics, including Limited English Proficiency
  2. Citizenship or Immigration status,
  3. Presence in the United States without authorization or formal documentation, and
  4. Proximity to the border.

These elements in combination with others may contribute to reasonable suspicion. As noted in Section II(b), personal characteristics may be taken

into account only where there is credible, reliable, locally relevant, temporally specific information that links a person of specific description to particular criminal incidents and is combined with other identifying information.

- d. In interacting with all people,\* including suspects, crime victims, and witnesses, [agency members] shall **not**:
  - 1. Ask about or investigate a person's citizenship or immigration status unless information regarding citizenship or immigration status is an essential element of the crime (such as human trafficking).
    - i. In so doing, [agency members] will never use individual personal characteristics to ask about, investigate, or presume citizenship or immigration status. For example, they cannot ask someone about citizenship or immigration status merely on the basis of race, color, or perceived national origin.
  - 2. Initiate or prolong stops for the purpose of enforcing civil immigration matters.

\*As explained in Section VI. below, federal immigration law permits a narrow category of voluntary communications with federal immigration authorities — *i.e.*, those regarding citizenship or immigration status.

- e. [Agency members] will ensure that individual immigrants and immigrant communities understand that full victim services are available to documented and undocumented victims/witnesses. [Agency members] may, in appropriate situations, advise an individual that, if they are undocumented, they may be eligible for a temporary visa. For example, an individual might qualify for a U, S, or T visa if they are a victim or material witness to certain serious offenses.

## **VI. Interactions with Federal Immigration Officers**

### **a. Limited Application of Federal Immigration Law.**

[Agency members] have no legal obligation to communicate with federal immigration authorities.

However, two federal statutes, 8 U.S.C. §§ 1373 and 1644, provide that local and state agencies and officials may not prevent or restrict their employees from communicating

with federal immigration authorities regarding an individual’s citizenship or immigration status.<sup>1</sup>

As noted in Section I above, information regarding “citizenship or immigration status” refers *only* to an individual’s legal rights, if any, to enter or remain in this country, or to exercise certain rights (e.g., vote in federal elections).

As a result, Sections 1373 and 1644 permit state and local authorities to decide whether or when to limit communications with federal immigration authorities regarding *other* types of information about individuals, such as:

• Physical appearance;	• Vehicle / license plate information;
• Current whereabouts;	• SSN or lack thereof;
• Places of residence, work, or education;	• Family relationships; or
• Telephone number;	• Custody status, release date/time; or court dates

In this light, [Agency] has determined that certain legally-permitted restrictions on interactions with federal immigration officers will aid in its mission to serve all Vermonters, including immigrant communities, and ensure trust and cooperation. Those lawful restrictions are described below:

- b. Restricted Access to [Agency] facility.** Unless federal immigration agents have a judicially-issued criminal warrant or a legitimate law enforcement purpose exclusive of the enforcement of civil immigration laws, [Agency] members shall not:
- i. grant immigration authorities access to individuals located in otherwise-restricted portions of an [Agency] facility absent a court-approved search or arrest warrant relating to alleged crimes; or
  - ii, permit immigration authorities to use [Agency] facilities for investigative interviews.

- c. Restricted Access to individuals outside of [Agency] facility.** Unless federal immigration agents have a judicially-issued criminal warrant or a legitimate law enforcement purpose exclusive of the enforcement of civil immigration laws, [Agency] members who have an individual in their

---

<sup>1</sup> [Agency members] should note that accurately determining an individual’s citizenship or immigration status can be difficult in the absence of clear documentation and immigration law expertise. Moreover, making a mistake in this arena may undermine community confidence that [the agency] is focused on public safety and state/local enforcement, rather than civil immigration enforcement.



custody shall not grant or otherwise facilitate immigration authorities' access to the individual.

1. However, this section shall not be construed to require members to affirmatively interfere with a federal official's lawful authority to interview, detain, or arrest (with or without a warrant) an individual — e.g., by using force or physically blocking the official.
2. Instead, [Agency], members asked to grant access to an individual in their custody (e.g., requests made during a traffic stop) shall respond to the official that they intend to complete their stop first, without interruption – unless it would be unlawful for them to provide that response (e.g., making such statements in an effort to intentionally facilitate an escape of a person subject to lawful arrest).
3. [Agency] members who are unsure how to proceed in a given situation should immediately contact a supervisor (if available) for guidance, provided they do not unreasonably prolong the stop.

Comment: As noted above, the [Agency] does not participate in civil immigration enforcement and expects its members to try to swiftly and safely complete their law enforcement duties (e.g., issue a traffic citation) and move on, leaving immigration enforcement to the appropriate authorities. Maintaining focus on state or local enforcement serves to build and maintain community confidence in the [Agency.]

**d. Additional Restrictions.** In addition, [agency members] shall not:

1. Initiate or prolong stops to allow federal immigration authorities to investigate suspected civil immigration violations.
2. Hold people for, or transfer people to, federal immigration agents, unless the agents provide a judicial warrant for arrest.
3. Stop, detain, arrest, or transfer someone on the basis of requests from federal immigration agents such as "administrative warrants" and "immigration detainers." Such requests have not been issued or reviewed by a neutral magistrate and do not have the authority of a judicial warrant. They do not meet the probable cause requirements of the Fourth Amendment and Article 11 of the Vermont Constitution and are therefore not a lawful basis to arrest or detain anyone.
4. Request or accept assistance from federal immigration authorities for interpretation services, unless a clear emergency requires it and

qualified interpretation services are not available through any other means.

5. Conduct or participate in enforcement activities intended to locate and detain undocumented immigrants without reasonable suspicion or probable cause of a crime, unless acting in partnership with a federal agency as part of a formal agreement entered into by the governor.
6. Facilitate the detention of individuals by federal immigration authorities for suspected civil immigration violations.
7. Share any information (other than information regarding citizenship or immigration status) about an individual with federal immigration authority, unless
  - a. Public safety or officer safety (articulable risk or physical injury to subject, officer, or third party), and state and local authorities are unable to provide urgent assistance in time; or
  - b. Law enforcement needs that are not related to the enforcement of federal civil immigration law (e.g., individual may be a human trafficking victim, a crime victim, or witness entitled to a T, U, or S visas).

Prior to providing such information [agency] members shall consult with a supervisor if available, unless doing so would unreasonably extend the individual's custodial detention.

8. Contact federal immigration authorities to determine an individual's identity, unless the individual does not present an acceptable form of identification and [agency member] has reason to believe that such authorities will be able to verify the individual's identity.
  - i. The individual's personal characteristics are not a reason to believe that federal authorities will be able to verify the individual's identity.
  - ii. [Agency members] shall not provide any information except information necessary to establish identity. For example, an [agency member] shall not provide the location of the individual.
9. Accept requests by federal immigration authorities to support or assist in civil immigration enforcement.

\*\*Agency members] should understand that disclosures regarding citizenship and immigration status, when unnecessary for state/local law enforcement purposes, may

compromise [the agency's] ability to cultivate and maintain trust with community members and foster positive relationships benefiting all Vermonters.

## **VII. Responding to Bias-Based Reports or Reports Regarding Bias from the Community**

- a. If any [agency member or employee] receives a call for service that appears to be based solely on an individual's perceived personal characteristics or citizenship or immigration status, the [agency member] will attempt to ascertain if there are other circumstances or facts that would constitute reasonable suspicion or probable cause. If the complainant can offer no further information, the complainant will be advised that the shift supervisor will be in contact at the first opportunity.
- b. The shift supervisor should attempt to familiarize the caller with the [agency's] Fair and Impartial Policing policy. If the caller is concerned about the person's perceived citizenship or immigration status, the caller should be advised that [agency] does not have authority to investigate or enforce civil immigration law.
- c. At the conclusion of the call, the shift supervisor will document the contact using [agency's] incident report system.
- d. If an [agency member] receives a report of a potentially biased or hate-motivated incident, [agency] shall either dispatch an officer to evaluate the complaint or refer the caller to the officer in charge.

## **VIII. Training**

- a. The [agency] will ensure that, at a minimum, all members and employees are compliant with Council and legislative requirements regarding fair and impartial policing training.
- b. Additional trainings may include but not be limited to instruction on anti-bias, power and privilege, non-English speaking communities, undocumented communities, and victim/witness services.

## **IX. Accountability and Compliance**

- a. The process for making a complaint shall be readily available to the public. Reasonable efforts should be made to accommodate language barriers.
- b. All [agency members] are required to promptly report allegations, complaints or knowledge of biased policing or suspected violations of this policy to their

supervisor and the department's internal investigation function. Where appropriate, employees are required to intervene at the time the biased policing incident occurs.

- c. State law requires all Vermont law enforcement agencies to conduct valid investigations of alleged biased law enforcement, even if the named member or employee resigns. Effective July 1, 2018, [the agency] is required to report to the Criminal Justice Council instances in which officers have willfully engaged in biased law enforcement or substantially deviated from policies prohibiting such enforcement. The Vermont Criminal Justice Council may, in turn, impose sanctions up to revocation of officers' certification.<sup>2</sup>
- d. Violations of the policy shall result in appropriate disciplinary action as set forth in [the agency's] rules and regulations. Supervisors shall ensure that all employees in their command are familiar and in compliance with the content of this policy. Supervisors will be alert for and respond to indications of potential biased policing.

This Fair and Impartial Policing policy was approved by the Vermont Criminal Justice Training Council on April 23, 2024.

---

<sup>2</sup> VT Act 56 (2016), *codified in* 20 V.S.A. § 2401(2)(D) (biased enforcement as Category B unprofessional conduct), § 2403 (duty to report to Council), § 2404 (duty to investigate), and § 2406 (Council-issued sanctions).

Minutes of the Selectboard Meeting of  
Wednesday, April 8, 2020 at 6:30 pm

Members present: Claudette Brochu, Chair; Roger Arnold, Vice Chair; Robert Gere; John Langhus; Mary Layton; Herb Durfee, Town Manager; Miranda Bergmeier, Assistant to the Town Manager.

There were about 16 people in the audience.

Also participating: Jaci Allen, Doug Wilberding, Linda Cook, Stuart Richards, Bonnie Munday, Pamela Smith, Police Chief Jennifer Frank, Sharon Racusin, Kathleen Shepherd, Juan Quinonez Zapata, George Clark.

The meeting was conducted via Zoom.

1. Approval of Agenda. Roger Arnold explained the meeting ground rules and procedures regarding the Zoom meeting. Brochu welcomed everyone to the meeting and Selectboard (SB) members agreed to proceed with the agenda as drafted.
2. Public Comment. Jaci Allen, Norwich Planning Commission (PC) Chair, asked for SB feedback on the PC's proposal to return to 7 members; she said that at least 5 of 8 PC members are in favor of decreasing the membership to 7. Brochu said they won't be discussing that tonight but can look at putting the issue on a future agenda. Doug Wilberding wants to know the status of EEI letter of intent and contract. He asked about the remuneration for the Tracy Hall project's clerk of the works and asked if the work was put out to bid. Wilberding said the economy is in depression and lots of challenges for town spending; he expressed concern about private financing for the Tracy Hall project. Wilberding wants to see the town return to the Energy Committee's strategic plan they developed in the past. Linda Cook said she wants to know if town committee meetings are being warned and posted as usual; she was told that yes, they are. Stuart Richards asked if the Tracy Hall project notes would be posted on the listserv. Durfee said that yes, they will be. Durfee also said the project's clerk of the works position is unpaid and that there is currently no contract with EEI, and the letter of intent is in the process of being signed by both parties (the town and EEI).
3. Consent Agenda. Arnold **moved** (2<sup>nd</sup> Langhus) to approve the consent agenda. **Motion passed unanimously.** Brochu **moved** (2<sup>nd</sup> Gere) to authorize the Selectboard Chair or Vice Chair to sign the approved warrants during this COVID19 emergency. **Motion passed unanimously.**
4. Reconsider Date of Special Town Meeting. Bonnie Munday, Norwich Town Clerk said that the Vermont Secretary of State suggests postponing public votes until at least August 2020. Munday said she would be much more comfortable with August than with a May vote because of the availability of people to count votes, and there will be clearer instruction from the Secretary of State by then and the peak of the pandemic should hopefully have passed. Under current physical distancing requirements, it would be very difficult to conduct the vote safely. Conducting the vote solely by the mail has its own dangers, as well. Arnold said he is in favor of waiting until August when we'll have more procedures in place from the Secretary of State. Gere asked if we know yet what the warning procedures will be and can we further postpone, if needed. Durfee said we would need to warn the special meeting with the Town Meeting petitioned article in mind. Brochu said we can't push the vote off past 2020. Langhus said he supports postponing the vote until August, as well. Stuart Richards suggested that no further money should be spent on this project beyond what has been authorized. Pamela Smith asked where the \$15,000 authorized come from. Durfee said it can either come from professional services or the Tracy Hall designated fund. Langhus **moved** (2<sup>nd</sup> Gere) to postpone the Special Town Meeting to conduct the Tracy Hall project reconsideration vote regarding

Article 8, originally scheduled for May 12, 2020, and reschedule said Special Town Meeting on August 11, 2020. **Motion passed unanimously.**

5. Article(s) for Special Town Meeting. No discussion or action was conducted on this item.

6. Norwich Representative to Regional Energy Commission. After brief discussion, Langhus **moved** (2<sup>nd</sup> Arnold) to appoint Linda Gray as representative and Rod Francis as alternative representative to the Regional Energy Commission. **Motion passed unanimously.**

7. Enhanced Fair & Impartial Policing Policy (FIPP). Arnold gave a summary of the discussion concerning and advocated for the approval of the FIPP per his memo, which is part of the meeting's SB packet. Norwich Police Chief Jennifer Frank said the and other Norwich Police Department (NPD) members are concerned with the fact that the FIPP is in violation of existing federal statute. Frank said that the SB has the power to enact FIPP as a personnel policy, because the SB cannot require or enact police policy. Frank said that the Winooski Chief of Police told her directly that Winooski has not gotten any Byrne/JAG money since the passage of their city's FIPP. Frank said that asking police officers to go against federal law would cause them to violate their oaths. Layton said she is very bothered by this policy proposal and is feeling very negative about asking police officers to go against their oaths. Layton said she is inclined to vote against it. Langhus said that police officers swear oaths to the state and federal constitutions, not to uphold federal law. Langhus said Norwich voters overwhelmingly voted in favor of the FIPP and he doesn't think the federal authorities should be asking local police to the federal work. Durfee said he doesn't think this is necessarily the best tie during the COVID crisis to tackle this issue and negatively affect morale. Arnold said he is sympathetic to that, but he is thinking about possible harm to the affected community. Brochu asked about Act 41 and what it does. Arnold said that Vermont Act 41 allows towns to add further enhancements to the state's model FIPP. Frank clarified that the agencies and constables can include enhancements to their policies. Act 41 allows police departments to add to their policies. Arnold said he thinks the SB has the power to enact such a policy. Sharon Racusin said this is not a comment on the performance of the NPD; the town voters overwhelmingly voted for this. Racusin strongly supports this enhanced FIPP. Kathleen Shepherd said she sees the adoption of the enhanced FIPP as a moral imperative we need to send a message by adopting this policy. Juan Quinonez Zapata said he is a Dartmouth student and activist and said passing this FIPP would make undocumented people feel safer in this community. What is in place now as a policy is not good enough and we need the enhanced FIPP; now is the right time to approve this policy because the people who would be protected by it are the same people who tend to be essential workers – in food service and farming. Chief Frank said the enhanced FIPP is problematic because we are asking officers to violate section 1373 of the federal statute; Frank recommended that the SB make this a personnel policy. Langhus **moved** (2<sup>nd</sup> Arnold) to adopt a Town Enhanced Fair and Impartial Policing Policy, as advised by the voters at the March 3, 2020 Norwich Town Meeting without amendment. **Motion passed 4 to 1 (yes – Arnold, Brochu, Gere, Langhus; no – Layton).**

8. Social Media Policy Revision. SB members discussed the draft policy, especially how to handle committee websites. Langhus **moved** (2<sup>nd</sup> Arnold) to adopt the Town of Norwich Digital Media Policy (aka the Social Media Policy), as drafted and included in this meeting's packet. **Motion passed unanimously.**

9. Cybersecurity Policy. Layton said that she based the draft policy on a national organization's recommendations. Durfee asked for guidance and deadlines on the actions detailed in the policy. SB members discussed the draft policy. Gere said the breadth of scope might be too much for the town at this time; SB agreed that adopting this policy right now is too soon – more things need to be put into place first. Layton suggested the SB table this issue for the next 6 months and reconsider

adopting the policy at that time. SB members agreed to table this motion until a July meeting.

10. Tigertown Road culverts. Durfee said that VTrans requires a local concerns meeting related to the Tigertown culvert work that need to be upsized. This gives members of the public the opportunity to discuss the plan with town officials; this discussion at this SB meeting will provide that opportunity. Durfee said that an engineer has put together plans for the culvert work – these are in tonight’s meeting packet. The project has gone out to bid on the project, we have received proposals and are evaluating those proposals. The VTrans department governing this project grant has shut down because of COVID19.

11. Fire Dept. Request to Expend Money From Designated Fund. After brief discussion, Langhus **moved** (2<sup>nd</sup> Arnold) to authorize the expenditure of up to \$3,094.03 from the Fire Station Designated Fund for the payment of repairs to Fire Station equipment and building infrastructure. **Motion passed unanimously.**

12. Hazard Mitigation Plan. Layton asked if the bids were received under an FRP. Durfee said that yes, it went out and we received 2 bids. After some discussion, Langhus **moved** (2<sup>nd</sup> Layton) to authorize the Town Manager to execute a contract with TRORC to develop a duly approved FEMA Hazard Mitigation Plan, according to the Town’s RFP dated January 27, 2020, for an amount not to exceed \$10,122.00, 75% of which will be reimbursed by the State via a FEMA grant up to \$7,612.50. **Motion passed unanimously.**

13. COVID19 Update. Layton asked Durfee how it is going in the town offices. Durfee said that town employees are practicing physical distancing. Arnold asked Durfee what things the SB should be considering regarding COVID19 issues. Durfee suggested that the SB take a future meeting to discuss various things the town can do in more detail. Pamela Smith said that Jim Masland had told her that the State of Vermont may not have Vermont property tax credits available in time for our July tax bills. Durfee said he will be coming out with an updated contingency plan soon. Linda Cook said there is no burning in the town until further notice.

14. Town Manger Report. Durfee said that he will put out an updated contingency plan in the next few days. Durfee asked for clarity from the SB about what they want to see happen regarding employee pay when an employee doesn’t work. Town employees are asking why they can’t stay at home and be paid. Langhus said he remembers the SB members agreed at an earlier meeting that employees should be paid while they do what’s necessary to be safe – either staying home or wherever they work; and if we can do without an employee, we should send them home. Layton said she wants anyone who can work at home to work at home. Arnold said the state has classified who is essential and not; so that Durfee doesn’t need to make that determination. Brochu said the money is in the budget, so we should pay people and not have them suffer any loss. Durfee thanked the SB for clarifying. Durfee told the SB that he needs their authorization to submit paving grant requests to the state; the town’s funding match would come out of next fiscal year’s funding. Langhus **moved** (2<sup>nd</sup> Layton) to authorize the Town Manager to submit applications for grant funding from the annual VTrans Structures and Paving Grants programs related to paving a portion of Beaver Meadow Rd (to address the potholing in the interim of completing the sidewalk scoping project), paving Union Village Rd (from Old Coach Rd to Willey Hill Rd), and replacing the Rte. 132 box culvert – engineering only request. **Motion passed unanimously.**

16. Adjournment. Layton **moved** (2<sup>nd</sup> Arnold) to adjourn. **Motion passed (yes – Arnold, Brochu, Gere, Layton; abstain – Langhus).**

Meeting adjourned at 10:14 pm.

By Miranda Bergmeier

Approved by the Selectboard on April 22, 2020

---

Claudette Brochu  
Selectboard Chair

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

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



Town of Norwich, Vermont



CHARTERED 1761

## **A Policy for Fair and Impartial Policing in the Town of Norwich**

### **I. GENERAL ORDER**

A Policy for Fair and Impartial Policing

Effective Date: When adopted

This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard or safety or care in any evidentiary sense, with respect to third party claims. Violations of this directive, if proven, can only form the basis of a complaint by this department, and then only in a non-judicial administrative setting.

---

### **II. PURPOSE AND INTENT**

The purpose of this policy is to require that all employees of the Norwich Police Department conduct policing in a fair and impartial manner, to clarify the circumstances in which officers can consider personal characteristics, or immigration status, when making law enforcement decisions and to reinforce processes and procedures that enable officers to provide services and enforce laws in an equitable and impartial way.

All people within the jurisdiction of Norwich have an inherent, fundamental, and unalienable right to be free from judicially unwarranted profiling, targeting, detention, and deportation on the basis of personal characteristics by any governmental entity. This right shall apply to those who are profiled or targeted based on perceived or actual immigration status.

Due to the Town's limited resources; the complexity of immigration laws; the clear need to foster the trust of and cooperation from the public, including members of the immigrant communities; and to effectuate the Town's goals, and in the interest of the residents, that there is a need to articulate its guidelines regarding the communications and enforcement relationship between the Town of Norwich and the federal government.

The Norwich Police Department is required to adopt each component of the Vermont Criminal Justice Training Council's model fair and impartial policing policy. This enhanced FIPP has additional components beyond the model policy under the terms of H.518 (Act 41). Nothing in the Norwich Police Department Fair and Impartial Policing policy violates federal law.

### **III. INTRODUCTION**

Employees are prohibited from engaging in biased policing. This means no member of this agency shall take actions based on any personal characteristics, or immigration status, except as described below, in the services our employees provide to the community in connection with our law enforcement activities.

Because partnership with Vermont residents is the most effective way to ensure public safety, maintaining the public's trust is a primary concern. To secure this trust, personal characteristics or immigration status, should have no adverse bearing on an individual's treatment in the Norwich Police Department's custody. Enforcement of civil immigration law is a federal responsibility and agencies should not engage in such enforcement except as otherwise outlined in this policy. Vermont residents are more likely to engage with law enforcement and other officials by reporting emergencies, crimes, and acting as witnesses; to participate in economic activity; and to be engaged in civic life if they can be assured they will not be singled out for scrutiny on the basis of the personal characteristics or immigration status.

To achieve these objectives the Norwich Police Department will implement a combination of best practices including but not limited to: hiring, in-service training, policy development, supervision, reporting and investigative processes, appropriate discipline, and community outreach.

### **IV. POLICY**

#### **IV. I Definitions**

"Biased policing" is conduct by law enforcement officers motivated by an individual's actual or perceived or self-identified personal characteristics.

"Personal characteristics": May include but is not limited to actual or perceived identity, race, ethnicity, national origin, color, gender, sexual orientation, gender

identity, marital status, mental or physical disability, age, religion and socio-economic status.

“Immigration status”: Generally refers to the legal rights, if any, of a non-citizen to enter or remain in this country. Examples include, without limitation, “lawful permanent resident,” “temporary worker,” “refugee,” and “undocumented.”

“Reasonable suspicion”: Suspicion, for which an officer can articulate factual reasons, does not need to rise to the level of probable cause.

“Probable cause”: Facts or circumstances that would lead a reasonable person to believe that a crime has been committed, or is being committed, or is about to occur.

“Member” or “employee”: any employee employed by the Norwich Police Department, regardless of their assigned tasks or duties.

“Federal immigration authorities”: federal agencies, departments, or employees or contractors thereof, tasked with enforcement of immigration law and border entry, including without limitation, the Department of Homeland Security (DHS), Immigration Control and Enforcement (ICE), and U.S. Customs and Border Patrol (CBP).

## **V. POLICING IMPARTIALLY**

a. As required by law, all enforcement actions by law enforcement officers, such as investigation, detentions, traffic stops, arrests, searches and seizures, etc. must be based on reasonable suspicion, probable cause or other or relevant exigent circumstances, supported by articulable facts, circumstances, and conclusions that support the given action.

b. Department members may take into account reported race, ethnicity or other personal characteristics of persons based on credible, reliable, locally relevant, temporally specific information that links a person of specific description to particular criminal incidents and is combined with other identifying information.

c. Under federal and state law, law enforcement agencies are required to provide qualified interpretation services, either in person or telephonically, to any person

in need of it. Department members shall not contact federal immigration authorities for interpretation services, unless a clear emergency requires it and qualified interpretation services are not available through any other means. Unless one of the exceptions included in Section XI applies, the NPD department member shall not ask about the immigration status of the person for whom interpretation is sought.

## **VI. COMMUNITY RELATIONS**

To cultivate and foster transparency and trust with all communities each NPD employee shall do the following when conducting pedestrian and vehicle stops or otherwise interacting with members of the public unless circumstances indicate it would be unsafe to do so:

- a. Be courteous and professional;
- b. Introduce him/herself to person (providing name and agency affiliation), and state the reason for the stop as soon as practicable unless providing this information will compromise officer or public safety, or a criminal investigation;
- c. Ensure that a detention is no longer than necessary to take appropriate action for the known or suspected offense and the NPD employee conveys the purpose of the reasonable delays;
- d. Provide NPD member's name verbally when requested. NPD employees may also provide the information in writing or on a business card;
- e. In addition to the above, officers should answer relevant questions the person may have if doing so will not compromise safety and/or the investigation.

## **VII. RESPONDING TO BIAS-BASED REPORTS OR REPORTS REGARDING BIAS FROM THE COMMUNITY**

- a. If any NPD employee receives a call for service that appears to be based solely on an individual's perceived personal characteristics or immigration status, the NPD employee will attempt to ascertain if there are other circumstances or facts that would constitute reasonable suspicion or probable cause. If the

**Fair & Impartial Policing Policy**

Adopted: April 8, 2020 by the Selectboard

complainant can offer no further information, the complainant will be advised that the shift supervisor will be in contact at the first opportunity.

b. The shift supervisor should attempt to familiarize the caller with the Norwich Police Department Fair and Impartial Policing policy. If the caller is concerned about the person's perceived immigration status, the caller should be referred to federal authorities.

c. At the conclusion of the call, the shift supervisor will document the contact using The Norwich Police Department's incident report system.

d. If a Norwich Police Department employee receives a report of a potentially biased or hate-motivated incident, NPD shall either dispatch an officer to evaluate the complaint or refer the caller to the officer in charge

**VIII. TRAINING**

a. The Norwich Police Department will ensure that, at a minimum, all members and employees are compliant with Council and legislative requirements regarding fair and impartial policing training.

b. Additional trainings may include but not be limited to instruction on anti-bias, power and privilege, non-English speaking communities, undocumented communities, and victim/witness services.

**IX. ACCOUNTABILITY AND COMPLIANCE**

a. The process for making a complaint shall be readily available to the public. Reasonable efforts should be made to accommodate language barriers.

b. All Norwich Police Department employees are required to promptly report allegations, complaints or knowledge of biased policing or suspected violations of this policy to their supervisor and the department's internal investigation function. Where appropriate, employees are required to intervene at the time the biased policing incident occurs.

c. State law requires all Vermont law enforcement agencies to conduct valid investigations of alleged biased law enforcement, even if the named member or employee resigns. Effective July 1, 2018, Norwich Police department is required

to report to the Criminal Justice Training Council instances in which officers have willfully engaged in biased law enforcement or substantially deviated from policies prohibiting such enforcement. The regulating authority may, in turn, impose sanctions up to revocation of officers' certification.<sup>1</sup>

d. Violations of the policy shall result in appropriate disciplinary action as set forth in the Norwich Police Department's rules and regulations. Supervisors shall ensure that all employees in their command are familiar and in compliance with the content of this policy. Supervisors will be alert for and respond to indications of potential biased policing.

## **X. ESTABLISHING IDENTITY**

a. Norwich Police Department employees may make attempts to identify any person they detain, arrest, or who come into the custody of the NPD.

b. Acceptable forms of identification, which must include a photograph of the individual, include, but are not limited to; driver's licenses from any U.S. state or foreign country, government-issued IDs by a U.S. jurisdiction, foreign passports, and consular ID cards. All identification is subject to reasonable scrutiny and follow-up for authentication consistent with the provisions of this policy.

c. An individual shall not be stopped or detained solely for the purpose of establishing his or her identity. However, if the individual has already been stopped for a lawful purpose, he or she may be subject to objectively reasonable additional detention in order to establish identity (e.g., inquiry into identity during the course of a lawful traffic stop).

d. In exercising their discretion to use federal resources to establish an individual's identity, NPD employees should remain mindful that (1) their enforcement duties do not include civil immigration enforcement and (2) The Norwich Police Department stands by its mission to serve all Vermonters, including immigrant communities, and to ensure trust and cooperation of all victims/witnesses. Contact with federal authorities made to determine an

---

<sup>1</sup> VT Act 56 (2016), codified in 20 V.S.A. § 2402(2) (biased enforcement as Category B unprofessional conduct), § 2403 (duty to report to Council), § 2404 (duty to investigate) and § 2406 (Council-issued sanctions).

individual's identity is restricted to the purpose of determining his or her identity. See Section XI below.

### **Due Process, Immigration and Citizenship Matters**

#### **XI. FEDERAL CIVIL IMMIGRATION LAW: STOPS, DETENTION, ARRESTS, AND ADMINISTRATIVE WARRANTS / DETAINERS**

Norwich Police Department employees do not have authority to enforce federal civil immigration law. The Constitution's Fourth Amendment and the Vermont Constitution's Article 11 right against unreasonable search and seizure apply equally to all individuals residing in Vermont.

a. NPD employees will not inquire of a person about that person's immigration status unless it is necessary to the ongoing investigation of a criminal offense. Agency members shall not use individual personal characteristics to ask about or investigate immigration status. See Section XIV below.

b. NPD employees shall not facilitate the detention of undocumented individuals or individuals suspected of being undocumented by federal immigration authorities for suspected civil immigration violations. See Section XIV below.

c. NPD employees shall not initiate or prolong stops for the purpose of enforcing civil immigration matters, such as suspicion of undocumented status, nor shall they prolong stops for the purpose of allowing federal immigration authorities to conduct such investigation.

d. NPD employees shall not arrest or detain any individual based on an immigration "administrative warrant" or "immigration detainer." These documents have not been issued or reviewed by a neutral magistrate and do not have the authority of a judicial warrant. In addition, these documents do not meet the probable cause requirements of the Fourth Amendment and Article 11 of the Vermont Constitution.

e. NPD employees shall not hold for, or transfer people to, federal immigration agents unless the federal agents provide a judicial warrant for arrest. An immigration detainer is not a warrant and is not reviewed by a judge, and therefore is not a lawful basis to arrest or detain anyone. Valid criminal warrants

of arrest, regardless of crime, shall not be confused with immigration detainers. This provision does not affect the proper handling of arrests and detentions associated with judicially-issued criminal arrest warrants.

f. Personal characteristics and/or immigration status, including the existence of a civil immigration detainer, shall not affect the detainee's ability to participate in pre-charge or police-initiated pre-court processes such as referral to diversion or a Community Justice Center. Furthermore, personal characteristics and/or immigration status shall not be used as a criteria for citation, arrest, or continued custody under Rule 3 of the Vermont Rules of Criminal Procedure.

## **XII. FEDERAL CRIMINAL LAW: BORDER CROSSINGS**

Norwich Police Department employees shall not make warrantless arrests or detain individuals on suspicion of "unlawful entry," unless the suspect is apprehended in the process of entering the United States without inspection.

## **XIII. VICTIM AND WITNESS INTERACTION**

The cooperation of immigrant communities is essential to prevent and solve crimes and maintain the safety and security of all residents. The following provisions are intended to support crime victims/witnesses and enhance trust between the police and community.

a. NPD employees shall not ask about or investigate immigration status of crime victims/witnesses, except as allowed in subsections (b) and (c) below. Federal law does not require law enforcement officers to ask about the immigration status of crime victims/witnesses.

b. To effectively serve immigrant communities and to ensure trust and cooperation of all victims/witnesses, NPD employees will not ask about, or investigate, immigration status of crime victims/witnesses unless information regarding immigration status is an essential element of the crime (such as human trafficking).

c. If a victim/witness is also a suspect, Norwich Police Department employees should follow the provisions in Section VII related to stops, detention and arrest and Section VIII (a) related to ongoing criminal investigations.



d. NPD employees will ensure that individual immigrants and immigrant communities understand that full victim services are available to documented and undocumented victims/witnesses. NPD employees should communicate that they are there to provide assistance and to ensure safety, and not to deport victims/witnesses. In considering whether to contact federal authorities Norwich Police Department employees shall not share information about crime victims/witnesses with federal immigration authorities, unless it is with the individual's consent.

e. NPD employees may, in appropriate situations, advise an individual that if they are undocumented they may be eligible for a temporary visa.<sup>2</sup>

#### **XIV. COLLABORATION WITH FEDERAL IMMIGRATION OFFICERS**

a. No information about an individual shall be shared with federal immigration authorities unless necessary to an ongoing investigation of a felony, for which there is probable cause, and the investigation is unrelated to the enforcement of federal civil immigration law. Such information includes but is not limited to the individual's custody status, release date/time, court dates, whereabouts, residence, employment, identification numbers, appearance, telephone number, and familial relations.

b. Sweeps intended solely to locate and detain undocumented immigrants without reasonable suspicion or probable cause of a crime shall not be conducted unless acting in partnership with a federal agency as part of a formal agreement entered into by the governor.

c. NPD employees are not permitted to accept requests by ICE or other agencies to support or assist in operations that are primarily for civil immigration enforcement.

d. Unless ICE or Customs and Border Patrol (CBP) agents have a judicially-issued criminal warrant, or NPD employees have a legitimate law enforcement purpose exclusive of the enforcement of civil immigration laws, NPD employees shall not grant ICE or CBP agents access to individuals in NPD's custody.

---

<sup>2</sup> For example, an individual might qualify for a U, S, or T visa if they are a victim or material witness to certain serious offenses.

Adopted by the Norwich Selectboard on April 8, 2020.

By:

**Claudette J Brochu**

Claudette Brochu, Chair

**John Langhus**

John Langhus

**Roger Arnold**

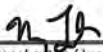
Roger Arnold, Vice-Chair

**Mary Layton**

Mary Layton

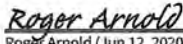
**Robert Gere**


Robert Gere

**Signature:**   
Mary Layton (Jun 11, 2020 21:31 EDT)  
**Email:** marydlayton@gmail.com

**Signature:**   
Claudette J Brochu (Jun 11, 2020 22:00 EDT)  
**Email:** cbrochu30@gmail.com

**Signature:**   
John Langhus (Jun 11, 2020 21:31 EDT)  
**Email:** johnlanghus@gmail.com

**Signature:**   
Roger Arnold (Jun 12, 2020 09:12 EDT)  
**Email:** rogerarnoldvt@gmail.com

**Signature:**   
Robert Gere (Jun 12, 2020 09:20 EDT)  
**Email:** rgere@mac.com

Town of Norwich  
Departmental Request for Spending

Date: 02 May 2024 Department: Police

Request by: Matthew Romei (Name) Chief of Police (Title)

Town Manager Approval Date: \_\_\_\_\_ For Selectboard Meeting Date: 5/8/2024

What is being requested: 2 new police vehicles

Has this request been budgeted by the Selectboard: XX (Yes) \_\_\_\_\_ (No) \_\_\_\_\_ (Partial) \_\_\_\_\_ (Fiscal Year)

How much will the request cost, including any additional expenses such as set-up, decals, customization, etc., explain : First Year Lease Payment: \$32,861.15, subject to minor adjustments

Which fund will be used to pay for this request:

\_\_\_\_\_ TBD (Number of Fund) \_\_\_\_\_ Capital Lease Budget Line Item \_\_\_\_\_ (Name of Fund)

Fund #11 (Number of Fund) \_\_\_\_\_ Fund #11, Cruiser Designated Fund \_\_\_\_\_ (Name of Fund)

How much is in the above-named fund on this date: CLBLI: \$27,000 as of July 1,

#11: \$80,315 as of July 1.

List other items/costs that are expected to be paid from the above-named fund in 2025 (Fiscal Year)

None

Request for Quotes required: XX Already in hand \_\_\_\_\_ (No) To be sent out by Town Manager: \_\_\_\_\_ (Yes) X (No)

Expected Date of purchase, if known: Order needs to be placed ASAP, Delivery in Summer 2024, First Payment due TBD after delivery.

Other information: Extensive supporting documentation attached

Signature of Requestor:  Date: 5/2/2024

Signature of Town Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Action by Selectboard: \_\_\_\_\_ (Approved) \_\_\_\_\_ (Denied) \_\_\_\_\_ (Tabled) Date: \_\_\_\_\_

Concerns of Selectboard: \_\_\_\_\_

---

Quotes: Date sent out \_\_\_\_\_ Due date \_\_\_\_\_ Date selection made \_\_\_\_\_

Date quotes given to selectboard \_\_\_\_\_

Purchase: Date purchased \_\_\_\_\_ Date Received \_\_\_\_\_



# 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  
email: matthew.s.romei@vermont.gov

## Memorandum

To: Brennan Duffy  
Town Manager

From: Matthew Romei  
Chief of Police

Re: Police Vehicle Order

Date: May 02, 2024

BLUF: I am recommending we proceed with ordering two F-150 Responders as attached from MHQ.  
I am recommending we proceed with the lease option proffered by Ford.

As you recall during the FY25 budget development process, we included a line item for capital leases with the intention of leasing two Chevrolet Tahoe's. We selected the Tahoe because of the increased ground clearance and cargo capacity over the Ford Interceptor. The Tahoe also has the required towing capacity for the training trailer we use several times a year, as well as opening up operational opportunities for us. Finally, Ford was (and still is) forecasting limited availability and extended delivery timelines, which are substantially worse in the small-sized fleet such as ours. Model Year 2024 Ford Interceptors are only being made to fill the remaining 2023 orders.

Unfortunately, our vendors have advised that Chevrolet is now forecasting significant delays, on top of significant uncertainty in their ability to deliver Chevrolet Tahoe Police Vehicles. *If* we can get them, they would be early 2025 in delivery and that is a big *if*. This has led us to explore other options. Both Ford and Chevrolet are making pickup truck-based police vehicles, and they appear to be a good choice for our needs. The increased ground clearance, cargo and towing capacity meet our requirements, and the delivery pipeline seems stable for now. Many, if not most, Vermont police agencies have begun buying trucks as part of their regular patrol fleet, as well as administrative functions. Fuel milage is comparable to the Ford Interceptor and Chevrolet Tahoe. The notable difference between the Ford and Chevrolet truck is the delivery timeline. Chevrolet is experiencing the same timing challenges as they are with the Tahoe, with a delivery timeline in early Calendar 2025.

We have received quotes from three sources on the Ford F-150 Responder. The lowest two quotes are \$272 apart, and the high of the three is \$3,773 over the lowest. MHQ/McGovern is a dealer in Massachusetts that sells to a number of Vermont towns. I am recommending we proceed with ordering two F-150 responders as attached from them. We would expect to see these vehicles delivered over the summer.

I have also attached leasing quotes from Ford. The total annual lease payment is \$32,861.15. While this exceeds the \$27,000 in the lease line item that was budgeted, we discussed the rapid and dramatic increase in prices during the budget process. I am honestly surprised that we kept to this minimal of an increase. I will note that this price may change minimally as we finalize options. For instance, Ford offers repair and maintenance plans that would cover everything except glass and tires over the 5-year lease and life of the vehicle. Those plans cost \$4,220 per vehicle. I am working through the due diligence

to see if those plans make sense and see what impact they would have on the lease price. For now, I would suggest pulling any of the overage out of the Cruiser Fund (#11), which is well situated to absorb minor overages.

I have attached a comprehensive document that attempts to answer all of the points in the Vehicle Acquisition and Replacement Police (VRAP) from 2011 and the current Master Financial Policy – Purchasing Policy documents. I will note up front that acquiring these two vehicles will approach getting us into the 5-7 year lifecycle of a police vehicle. We are having considerable difficulty disposing of the 2013 Interceptor due to its age and condition. Additionally, our 2020 Hybrid Interceptor continues to have electrical issues. In order to keep an adequate number of vehicles on the road, we will likely need to stretch the 2017 Interceptor one more year, and look at disposing of it in 2025 with the 2020. After that, I would look to keep us in a 5-year frontline, 1-2 year reserve status on vehicles. This will keep us current on vehicles and technology, and allow us to not cross the point where our vehicles are costing way more than they should in repairs.

The following is intended to provide background to the process and answer questions generated by the Vehicle Acquisition and Replacement Policy (VARP) adopted in 2011, and the Purchasing Policy portion of the Master Financial Policy.

**State of the current Police Fleet:**

- 2013 Ford Taurus Interceptor (Sedan)
  - Out of Service
  - 107K Miles
  - Authorized for disposal. Disposal in progress.
- 2017 Ford Interceptor
  - In Service
  - 97K Miles
  - Major Mechanical Work expected this year
  - Lifetime Service Cost: \$8505.31
- 2020 Ford Interceptor Hybrid
  - Out of Service with electrical issues – In the Shop
  - 34,307 Miles
  - Continued electrical system issues
  - Wrecked in early 2024 snow storm.
  - Lifetime Service Cost: \$3,409.88 (Plus an undetermined amount of warranty work)
- 2023 Ford Interceptor Hybrid
  - In Service
  - 8900 Miles
  - Lifetime Service Cost: \$1,527.70
- 2022 Toyota Rav 4
  - In Service
  - 41K Miles
  - Regular Electrical Issues
  - Lifetime Service Cost: Unknown
  - Difficult for front-line Police Use
    - Light Weight
    - Limited Space
    - Low Clearance
    - Limited Lighting

**Desired End-State of Police Fleet**

- 5 Marked Vehicles
- 1 or 2 Unmarked Vehicles
- Achieve an operational tempo of acquiring one new vehicle per year.
- Limit recycling of equipment.

This fleet size may seem oversized given our department size, however, the intent is to grow to our authorized strength of four full-time officers, and potentially a couple of part-time officers. Five Marked Vehicles allows for a regular cycling of vehicles through for maintenance, as well as the elasticity to absorb issues such as supply chain challenges, and things such as wrecks or major mechanical breakdowns. Two Unmarked Vehicles allows further stretch to the fleet, as well as having vehicles available for training trips and unmarked police activities. (2.1.1, 2.1.4, 2.1.5, 2.2.1, 2.2.2, 2.2.3)

Police Vehicles have a natural arc or lifespan, but it is not just limited to the vehicle chassis lifespan. Also to consider is the lifespan of the accessories and technology incumbent to police work. Marked Police Vehicles should be replaced at around the five-year mark, or when they hit about 85,000-100,000 miles. If replacement is not possible, they should be relegated to reserve status at a minimum. This is, of course, dependent on monitoring maintenance costs, and assumes no or limited major incidents such as wrecks and major maintenance issues. (2.2.2, 2.2.3)

Additionally, there should be additional cushion built into a fleet when considering major changes, such as the move to hybrid and electric vehicles. This pace of one vehicle a year would put us at the seven-year replacement cycle contemplated by the VARP. This cycle also limits the dramatic changes in costs that we have suffered on the past couple of vehicles. My hope is that the supply-chain costs are leveling out. (2.2.4, 2.1.5, 2.1.3)

I am supportive of the move to hybrids and EVs, however, I do not believe that the development state of the vehicles and related infrastructure is appropriate for us to adopt them yet. We are among the smallest agencies in the State and Region, and need to rely on larger agencies to test, evaluate and work out the issues connected with the transition to hybrids and EVs. Larger fleets serve to identify and resolve issues sooner, and with less operational effects. Additionally, hybrids and EVs have increased costs in repair and maintenance, as well as limited options to source those repairs and maintenance. (2.2.5, 2.3)

Technology and related issues in public safety is changing just as rapidly, if not more so, than the general population. At this point, radio, camera, data, less-lethal and radar technologies are undergoing major refreshes less than five years apart. Additionally, "backwards compatibility" in these technologies rarely goes past two cycles. Finally, manufacturers seem to be modifying vehicle physical attributes more often than in the past. This means recycling components is not as fruitful as before. Additionally, specifically in the communications section, the need to stay up-to-date becomes mandated as rules and regulations change. Failure to adopt these updates gradually with each new vehicle will lead to large price tags as we attempt to "catch up." (2.2.3, 2.2.4, 2.2.5)

- Sedan vs SUV vs Truck

All three types of vehicles are in service for law enforcement within Vermont and the Upper Valley. However, there are vast differences in choices from agency to agency, and sometimes within the agency. For instance, most New Hampshire State Troopers use Dodge Chargers, which are wonderful for high-speed, highway use. Most Vermont State Police use Ford Interceptors, which offer a good balance between highway and back-road use. Many VSP units are assigned Chevy Tahoe's or Trucks, and the new generation of trucks are strong competition to the Interceptors and Tahoe's. When you look at local agencies, their choices are all over the map. You will find everything from small compact cars to gigantic SUVs. A Vermont Sheriff's Department just parted with their last Ford Crown Victoria, often called the King of Police Cars. Ford stopped producing them in 2011.

When we prepared the budget for FY25, we were watching a continued meltdown in the supply chain for police vehicles. Vehicle availability and pricing were all over the map. At the time, we were seeing a large portion of Ford Police Vehicle orders being cancelled many months after they were placed. We were informed that Model Year 2024 orders for Ford Interceptors were only going to be accepted to fill out the remainder of the 2023 model year orders. Small orders like ours are often the first to be cancelled. With that in mind, we began to look at other options. After looking around, we looked to acquire two Chevrolet Tahoe's, perhaps in FY24, as we had no vehicle ordered for this year. The Tahoe seemed to be the best fit for our needs, and we were seeing adjacent agencies go the same route. The following key items under consideration in this process:

- Ground Clearance
- Interior Space
- Availability
- Ability to source maintenance and repairs locally.

Additionally, we started looking at Lease vs Purchase. (2.1.2) Even though it is a Chevrolet product, we could lease the vehicles, fully upfitted, through Ford Leasing. We were also able to roll maintenance and repair into the lease cost of the vehicle, which was expected to save significant money over the life of the lease. A \$27,000 line item was inserted into our FY25 budget to lease two vehicles. Then the UAW strike derailed the Chevrolet delivery timelines, not only for the Tahoe but also for the Chevrolet Police Truck, and we went back to the drawing board.

As we spoke with our vendors about what was out there and available that may suit our needs, we settled on acquiring two Ford F-150 Responders. These are police-rated pickup trucks, and address the four key items above. Trucks have also become commonplace among local police agencies in Vermont. They are also about the only thing available in a reasonable timeline. While both vehicles will be functional for front-line police use, one will be fully marked and equipped with a transport cage, and one will be upfitted as an unmarked vehicle. These vehicles will also allow us to accomplish things we have not been able to in the past, such as deploying cones and barricades, and towing a trailer that we borrow from Hartford for training. Finally,



there is a community engagement aspect to a pickup truck. It's a conversation starter and kids love the look.

### **Master Financial Policy/Purchasing Policy**

The Town of Norwich Master Financial Policy identifies this as a Major Purchase and subject to a sealed-bid process. This identification is solely based on a dollar-amount trigger based on the total purchase price. However, this does not apply well when the State-Contract component and limited sources are considered. Additionally, the dollar amounts in the policy seem to be lagging the current fiscal state of the business. Finally, given the public nature of the State Bid process and the intent that it simplifies purchasing processes without the burden of extensive RFP or Sealed Bid processes.

To comply with the spirit of the policy, we solicited quotes from three sources that are regularly used by Vermont police agencies: Key Chevrolet (State Bid), McGovern (MHQ) and Colonial Municipal Group (CMG). MHQ and CMG are in Massachusetts. For the base model of the vehicle, the State Bid from Key Chevrolet does come in \$272 lower. However, I believe that choosing MHQ is an acceptable departure, as I am much more confident in the delivery timeline and upfitting process from MHQ. Acquisition of these two vehicles will get us back on track with the one-vehicle-a-year process, with the next vehicle anticipated for summer 2025.

The total purchase pricing for these two vehicles, fully upfitted, is \$143,286.95.

The annual lease through Ford Credit is \$32,861.15. This means the cost of leasing the vehicles over five years is \$21,018.80 over the purchase cost of the vehicle. The Cruiser Designated Fund will have \$80,315 as of July 1, 2024. If a lease is chosen, I would propose the additional \$5,861.15 to be drawn from the Cruiser Designated Fund.

There is a possibility that we can benefit fiscally from utilizing a repair and maintenance plan through Ford. Five Year maintenance and repair plans through Ford cost \$4,220 and covers everything except tires and glass. This cost can be rolled into the lease price, and would change the annual payment minimally.

**Fleet Forecast:**

Year	Vehicles Acquired	Vehicles Disposed	Vehicles in Service
2024	2 @ F-150's	2013	2017, 2020, 2023, F-150, F-150, Rav
2025	1 Marked	2017	2020, 2023, F-150, F-150, Rav, Marked
2026	1 Marked	2020	2023, F-150, F-150, Rav, Marked, Marked
2027	1 Marked	None	2023, F-150, F-150, Rav, Marked x3
2028	1 Unmarked	Rav	2023, F-150, F-150, Marked x3, 1 Unmarked
2029	1 Marked	2023	F-150, F-150, Marked x4, 1 Unmarked
2030	1 Unmarked	F-150	F-150, Marked x4, 2 Unmarked

In this chart, Marked and Unmarked vehicles are noted generically, as the outlook for makes and models of vehicles is still very much in flux. If the maintenance issues on the 2020 begin to settle out, I could be convinced to dispose of the 2017 before next year. But I suspect I would not feel good about that until early 2025. Of note, the annual input to the Cruiser Designated Fund needs to be increased markedly to keep up with costs to maintain the fleet.

	McGovern		CMG		McGee		Hardwired	
	Base	Upfitted	Base	Upfitted	Base	Upfitted	N/A	Upfit Costs
Interceptor** 2023 Model, '24 not available	43646	68454						
F-150 Marked	47604	74832	51105	74044	47332	5% off items		
F-150 Unmarked	47604	63213						
Chevy Marked	48974	74351	54653	78182				
Chevy Unmarked	48974	64583						



1 American Road, MD 7500  
Dearborn, Michigan 48126  
1-800-241-4199, press 1

## Financing Quote # 103637

April 18, 2024

Municipality: Town of Norwich  
Dealer: McGovern MHQ Inc

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.  
Expiration Date: 6/16/2024

**\*This quote supersedes quote sent on 4/17/24**

Description	Unit Price
2023 Ford Police Interceptor Utility w/equipment	\$68,454.95

Total Asset Cost	\$68,454.95
Underwriting Fee	\$545.00
Amount Financed	\$68,999.95
Number of Payments	5
Payment Timing	Annual
Rate	8.89%
Payment Amount	\$16,244.62

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

*Jessica Olson*

Jessica Olson  
Marketing Coordinator  
jgunn26@ford.com  
1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed ann's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.



1 American Road, MD 7500  
Dearborn, Michigan 48126  
1-800-241-4199, press 1

## Financing Quote # 103636

April 18, 2024

Municipality: Town of Norwich  
Dealer: McGovern MHQ Inc

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.  
Expiration Date: 6/16/2024

**\*This quote supersedes quote sent on 4/17/24**

Description	List Price
2024 Ford F-150 Police Responder w/equipment - MARKED	\$74,832.00

Total Asset Cost	\$74,832.00
Leasing Fee	\$545.00
Amount Financed	\$75,377.00
Number of Payments	5
Payment Timing	Annual
Rate	8.89%
Payment Amount	\$16,616.53

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

*Jessica Olson*

Jessica Olson  
Marketing Coordinator  
jgunn26@ford.com  
1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.



1 American Road, MD 7500  
 Dearborn, Michigan 48126  
 1-800-241-4199, press 1

## Financing Quote # 103635

April 18, 2024

Municipality: Town of Norwich  
 Dealer: McGovern MHQ Inc

Ford Credit Municipal Finance is pleased to provide the following quote for your consideration.  
 Expiration Date: 6/16/2024

- This quote supersedes quote sent on 4/17/24

Description	Unit Price
2024 Ford F-150 Police Responder w/equipment	\$63,213.00

Total Asset Cost	\$63,213.00
Underwriting Fee	\$545.00
Amount Financed	\$63,758.00
Number of Payments	5
Payment Timing	Annual
Rate	8.89%
Payment Amount	\$15,010.51

This quote was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code and is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review.

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact by using the information below.

Sincerely,

*Jessica Olson*

Jessica Olson  
 Marketing Coordinator  
 jgunn26@ford.com  
 1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

# Purchase & Sales Agreement

Company/Dept: Norwich Police Department  
 Contact: Nicole Dernier  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: 802-649-1460  
 E-Mail: nicole.dernier@vermont.gov  
 Job Description: \_\_\_\_\_  
 Vehicle: Contract Number: Active MA

Date: March 27, 2024  
 Valid for: 60 Days  
 Customer #: \_\_\_\_\_  
 Contract: Active MA  
 Sales Rep: Kori Thomas

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
W1P	2024 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box	\$47,604.00	1	\$47,604.00
998	Engine: 3.5L V6 EcoBoost	\$0.00	1	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00	1	\$0.00
UM	Agate Black Metallic	\$0.00	1	\$0.00
PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats	\$0.00	1	\$0.00
<b>Vehicle Total:</b>				<b>\$47,604.00</b>

**Non-Contract Equipment: Contract Number: Active MA**

CONTRACT LINE REFERENCE	NON-CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
ARGES1/ARG***	Whelen Arges 5 Degree Remote Spotlight w/ Mount Model ARGES1 w/ ARG***	\$ 1,150.00	1.00	\$1,150.00
UHF2150A	Whelen Headlamp flasher Model UHF2150A	\$ 135.00	1.00	\$135.00
LINSV2B	Whelen under Mirror Lights Blue	\$ 275.00	2.00	\$550.00
LSVBKT47	Whelen Under Mirror Brackets	\$ 25.00		
BK2017FDT21F150	Setina PB450L2 Aluminum Bumper (2) ION Duo B/W	\$ 1,040.00	1.00	\$1,040.00
M4D*	Whelen M4 DUO w/L bracket (each) front facing on PB M4D*	\$ 335.00	2.00	\$670.00
MLBKT	Whelen M4 L bracket (each) front facing on PB MLBKT	\$ 35.00	2.00	\$70.00
1126339	BAK Industries Tri Fold Tonneau Cover	\$ 1,735.00	1.00	\$1,735.00
TCRWX6	Duo	\$ 1,400.00	2.00	\$2,800.00
TCRB47	Whelen TRACER MTG KIT FORD F-150	\$ 100.00	1.00	\$100.00
TLI2E	Whelen DUO ION T Blue/White ( Under TailGate)	\$ 250.00	2.00	\$500.00
VTX609B	Vertex in Tail Lights (Blue)	\$ 212.00	2.00	\$424.00
3SRCCDCR	PLSW30	\$ 125.00	1.00	\$125.00
TLI2E	Whelen DUO ION T Blue/White Second Row Windows	\$250.00	2	\$500.00
TIONBKT1	Whelen Strip Light 90 Degree Bracket	\$25.00	2	\$50.00
BW/BS Core	DUO XLP WCX Front Inner Edge, DUO RST WCX Rear Inner Edge (8), CenCom Core, OBD Install Kit, Control Head, Speaker & Mounting Bracket	\$ 4,250.00	1	\$4,250.00
BW/BS Core	Whelen Inner Edge FST WCX Duo 10 Lamp w/TD	PKG	1	\$0.00
BW/BS Core	RSTDMHQ*	PKG	1	\$0.00
BW/BS Core	Whelen CORE Siren/Switch Controller C399	PKG	1	\$0.00
BW/BS Core	Whelen CORE 2020+ Ford Utility Gateway Kit C399K4	PKG	1	\$0.00

BW/BS Core	Whelen CORE Control Head CCTL6	PKG	1	\$0.00
CEM16	Whelen 16 Output Expansion Module	\$ 225.00	2.00	\$450.00
GK10342UHK	Dual T-Rail Mount 2 Universal XL Handcuff Key Override	\$ 650.00	1.00	\$650.00
G3-KA-DUAL	G3 Advanced Police Traffic Radar	\$ 2,600.00	1.00	\$2,600.00
PK0355FDT15F150	Setina Horizontal Sliding Window Recessed Panel Partition	\$ 935.00	1.00	\$935.00
TK1338FDT15F150	Cargo Deck W/Drawer Super Max -Dual Poly Wall for Recessed Panel Front Partition -Radio Box -Lower Cargo Deck w/ Rubber Mat -Storage Box -Door Panel 1pc Driver Side ONLY *INCLUDES OPTIONAL ACCESSORIES: -Upper Cargo Deck -TPO Single Replacement Seat w/ Center Pull Seat Belt -Door Panel Aluminum 1pc Passenger Side ONLY -Window Barrier 2pc Set Horizontal Bars -Rear Window Barrier 1pc	\$ 4,529.00	1.00	\$4,529.00
C-2410	Havis #C-2410 & C-TMW-24, 24" console with 24" track mount F150-550/Exped	\$ 650.00	1.00	\$650.00
CUP2-1001	Havis Internal cup holders	\$ 50.00	1.00	\$50.00
C-ARM-102	Havis Armrest for top mount, console, large pad	\$ 150.00	1.00	\$150.00
C-EB40-CCS-1P	Havis, Bracket, Whelen Cencom	\$ -	1.00	\$0.00
C-FP-4	4" Filler Plate	\$ -	2.00	\$0.00
C-FP-3	3" Filler Plate	\$ -	2.00	\$0.00
446971V	Weather Tech Floor Liners	\$ 135.00	1.00	\$135.00
110134-120134	Mud Flaps Weather Tech	\$ 160.00	1.00	\$160.00
MMSU-1	Magnetic Mic	\$ 45.00	3.00	\$135.00
C-MCB	Mic Clip Bracket	\$ 15.00	3.00	\$45.00
75712	UltraStinger LED - 12V DC Smart Charge 77555	\$ 225.00	1.00	\$225.00
94975	Vent Shades	\$ 125.00	1.00	\$125.00
WTFL2	WeatherTech Floor Liners (per row)	\$ 160.00	1.00	\$160.00
Remote Start	Remote Start with 2 Fobs	\$ 395.00	1.00	\$395.00
Customer Supplied	Install Customer Supplied Radio	\$ 295.00	1.00	\$295.00
TINT	Front Door Glass With 20% Windshield Brow	\$ 395.00	1.00	\$395.00
SERVICES	McGovern Graphics Package "C"	\$ 750.00	1.00	\$750.00
SHOP	Shop Supplies	\$ 295.00	1.00	\$295.00
<b>Non-Contract Equipment Total:</b>				<b>\$27,228.00</b>
<b>Vehicle and Equipment Total:</b>				<b>\$74,832.00</b>
<b>Qty:</b>				<b>1</b>
<b>Total:</b>				<b>\$74,832.00</b>

**Trade Vehicle/s:**

CONTRACT LINE REFERENCE	TRADE VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
TRADE	NA	\$0.00	1	\$0.00
<b>Trade Vehicle/s Total:</b>				<b>\$0.00</b>
<b>Quote Grand Total:</b>				<b>\$74,832.00</b>

**TERMS AND CONDITIONS**



Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind McGovern MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non-contract sales, the following McGovern MHQ policy shall prevail.

#### Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items\* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to McGovern MHQ in writing.

McGovern MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, McGovern MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

#### Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis.

Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

NCNR items are not cancellable with our suppliers. McGovern MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

#### Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order\*\* or any part thereof. All cancellation requests must be communicated to McGovern MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

#### Supplier Failure to Perform

McGovern MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. McGovern MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, McGovern MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

#### \*Purchased Items

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

#### \*\*Customer Committed Order

"Customer Committed Order" is defined as any acceptable form of communication that directs McGovern MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

### ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.

x

PRINT NAME

x

TITLE

x

SIGNATURE



# Purchase & Sales Agreement

## CUSTOMER

Company/Dept: Norwich Police Department  
 Contact: Nicole Dernier  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: 802-649-1460  
 E-Mail: nicole.dernier@vermont.gov  
 Job Description: \_\_\_\_\_  
 Vehicle: Contract Number: Active MA

Date: \_\_\_\_\_  
 Valid for: 60 Days\*  
 Customer #: \_\_\_\_\_  
 Contract: Active MA  
 Sales Rep: \_\_\_\_\_

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
K8A/500A	[Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD Gas (99B)	\$ 42,753.00	1	\$42,753.00
UM	Color : Black		1	\$0.00
96	Ebony interior w/cloth front and vinyl rear seating		1	\$0.00
	Full Size Spare Tire, SYNC, LED Headlamps,Trailer Hitch		1	\$0.00
43D	Dark car feature	\$ 24.50	1	\$24.50
52T	Class III Trailer Tow Lighting Package	\$ -	1	\$0.00
52P	Hidden Door Plungers & Rear Interior Door Handles Disabled	\$ 156.80	1	\$156.80
549	Heated mirrors	\$ 58.80	1	\$58.80
76R	Reverse sensing	\$ 266.75	1	\$266.75
87R	Rearview Camera (display in rearview mirror)		1	\$0.00
18D	Global Lock / UnLock		1	\$0.00
51R	Driver Only LED Spot Lamp (Unity)	\$ 387.10	1	\$387.10
<b>Vehicle Total:</b>				<b>\$43,646.95</b>

Equipmet: Contract Number: Active MA

CONTRACT LINE REFERENCE	CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
SERVICES	Fleet Key locally at McGovern MHQ	\$ 375.00	1	\$375.00
VS	VentVisor 4 piece VentShades	\$ 125.00	1	\$125.00
WTFL2	WeatherTech Floor Liners (per row)	\$ 160.00	1	\$160.00
SERVICES	Aftermarket Remote Starter (2 FOBs) inc. Keyless Entry <b>START2</b>	\$ 395.00	1	\$395.00
SERVICES	McGovern Graphics Package "C" (does not include full/high int. chevron)	\$ 750.00	1	\$750.00
36-2125	Westin Utility 2020+ Elite Push Bar	\$ 650.00	1	\$650.00
36-6005**	Westin 4 Light Channel 36-6005C3CH	\$ 50.00	1	\$50.00
I2*	Whelen ION DUO Series LED Lights (Pair) I2*	\$ 500.00	2	\$1,000.00
% off MSRP	Whelen M4 DUO w/L bracket (each) front facing on PB M4D*	\$ 335.00	2	\$670.00
% off MSRP	Whelen M4 L bracket (each) front facing on PB MLBKT	\$ 35.00	2	\$70.00
342	Whelen ION V3 Series LED Warning Lights (each) PB sides IONSV3*	\$ 450.00	2	\$900.00
BW/BS Core	DUO XLP WCX Front Inner Edge, DUO RST WCX Rear Inner Edge (8), CenCom Core, OBD Install Kit, Control Head, Speaker & Mounting Bracket	\$ 4,250.00	1	\$4,250.00
BW/BS Core	Whelen Inner Edge FST WCX Duo 10 Lamp w/TD (20+ Utility)	PKG	1	\$0.00
BW/BS Core	Whelen Inner Edge RST - 8 DUO Lamps - WeCan-X RSTDMHQ*	PKG	1	\$0.00
BW/BS Core	Whelen CORE Siren/Switch Controller C399	PKG	1	\$0.00
BW/BS Core	Whelen CORE 2020+ Ford Utility Gateway Kit C399K4	PKG	1	\$0.00
BW/BS Core	Whelen CORE Control Head CCTL6	PKG	1	\$0.00
427	Whelen WeCanX Expansion Module CEM16 (Pair, 1fr, 1r)	\$ 450.00	1	\$450.00

204	Nova Strobe Dash Mounted Opticom/Emitter MDASHCPE	\$ 375.00	1	\$375.00
428	Whelen WeCanX Expansion Module CEM16 (Pair, 1fr, 1r)	\$ 450.00	1	\$450.00
% off MSRP	Whelen CV2V WeCanX™ Vehicle To Vehicle SYNC Module, Includes Internal Antenna	\$ 450.00	1	\$450.00
% off MSRP	Whelen "Photo-Cell" - CANLITEB	\$ 150.00	1	\$150.00
204	Nova Strobe Dash Mounted Opticom/Emitter MDASHCPE	\$ 375.00	1	\$375.00
hourly	Enable factory wig wag	\$ 120.00	0.5	\$60.00
VTX609*	Whelen Vertex hide away lights, Pair, headlights	\$ 450.00	1	\$450.00
ILINSV2*	Whelen LED Under Mirror System LINSV2* / LSVBKT50 - Pair/Installed	\$ 715.00	1	\$715.00
% off MSRP	Whelen Strip Lite DUO (each, 1/side) 1/4 Glass PS*02FCR	\$ 275.00	2	\$550.00
% off MSRP	Whelen Strip Lite+ "L" Bracket, each	\$ 22.00	2	\$44.00
337	Whelen LED Warning Lights (Pair) hatch btm. TLI* / PLSW15	\$ 550.00	1	\$550.00
VTX609*	Whelen Vertex LED Hide-a-ways, per pair Tail Lights	\$ 450.00	1	\$450.00
TLI2*	Whelen TION DUO (Pair) flank rear plate TLI2*	\$ 500.00	1	\$500.00
% off MSRP	Whelen Red/White Dome Light (3SRCCDCR) w/ (2) PLSW30	\$ 125.00	3	\$375.00
1970	Havis ChargeGuard 12v DC Electronic Timer CGX	\$ 300.00	1	\$300.00
1834	TREMCO Anti-Theft Device TM113INTUTIL	\$ 250.00	1	\$250.00
C-VS-1012-INUT	Havis 2020+ PIU Angled Communications Console CVS1012INUT	\$ 650.00	1	\$650.00
% off MSRP	Dual 12v outlets w/dual USB C-LP2-USB-BL2	\$ 180.00	1	\$180.00
C-USB-2	Havis Dual USB charge only ports C-USB-3	\$ 120.00	1	\$120.00
C-ARM-108	Havis Side Mount Flip Up Style Arm Rest CARM108	\$ 180.00	1	\$180.00
463	Havis Side Mount Arm Rest CARM102	\$ 72.00	2	\$144.00
CUP2-1001	Havis Adjustable Dual Internal Cup Holder	\$ 50.00	1	\$50.00
425-3816	Magnetic Mic Clip(s) #MMSU1	\$ 50.00	2	\$100.00
C-MCB	Mic Clip Bracket	\$ 15.00	3.00	\$45.00
% off MSRP	ProGard Single Prisoner Transport w/Outboard Belts P1000UIN20AOSB	\$ 3,100.00	1	\$3,100.00
1207	Pro- Gard Tri Lock Universal Weapon mount, Pro-Cell mount dual weapon model #GPC4713D-H	\$ 800.00	1	\$800.00
75712	UltraStinger LED - 12V DC Smart Charge 77555	\$ 225.00	1	\$225.00
G3-KA-DUAL	G3 Advanced Police Traffic Radar	\$ 2,600.00	1	\$2,600.00
Customer Supplied	Install Customer Supplied Radio	\$ 295.00	1.00	\$295.00
SS	Shop Supplies	\$ 295.00	1	\$295.00
<b>Contract Equipment Total:</b>				<b>\$24,673.00</b>

**Non-Contract Equipment:**

CONTRACT LINE REFERENCE	NON-CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
	MHQ Equipment Barrier "Large" - MHQ0010	\$ 135.00	1	\$ 135.00
<b>Non-Contract Equipment Total:</b>				<b>\$135.00</b>
<b>Vehicle and Equipment Total:</b>				<b>\$68,454.95</b>
			<b>Qty:</b>	<b>1</b>
<b>Total:</b>				<b>\$68,454.95</b>

**Trade Vehicle/s:**

CONTRACT LINE REFERENCE	TRADE VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY	EXTENDED PRICE
TRADE	N/A			\$0.00
<b>Trade Vehicle/s Total:</b>				<b>\$0.00</b>
<b>Quote Grand Total:</b>				<b>\$68,454.95</b>

**TERMS AND CONDITIONS**

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind McGovern MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non- contract sales, the following McGovern MHQ policy shall prevail.

**Deferrals**

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items\* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to McGovern MHQ in writing.

McGovern MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, McGovern MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

**Special Order and Non-Cancellable/Non-Returnable Items (NCNR)**

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis.

Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

NCNR items are not cancellable with our suppliers. McGovern MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

**Cancellations**

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order\*\* or any part thereof. All cancellation requests must be communicated to McGovern MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities.

McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

**Supplier Failure to Perform**

McGovern MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. McGovern MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, McGovern MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

**\*Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

**\*\*Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs McGovern MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

**ORDER ACKNOWLEDGEMENT**

**By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.**

x

PRINT NAME

x

TITLE

x

SIGNATURE



# Purchase & Sales Agreement

Company/Dept: Norwich Police Department  
 Contact: Nicole Dernier  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: 802-649-1460  
 E-Mail: nicole.dernier@vermont.gov  
 Job Description: \_\_\_\_\_

Date: March 27, 2024  
 Valid for: 60 Days  
 Customer #: \_\_\_\_\_  
 Contract: Active MA  
 Sales Rep: Kori Thomas

Vehicle: **Contract Number: Active MA**

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
W1P	2024 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box	\$47,604.00	1	\$47,604.00
998	Engine: 3.5L V6 EcoBoost	\$0.00	1	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00	1	\$0.00
UM	Agate Black Metallic	\$0.00	1	\$0.00
PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats	\$0.00	1	\$0.00
<b>Vehicle Total:</b>				<b>\$47,604.00</b>

Non-Contract Equipment: **Contract Number: Active MA**

CONTRACT LINE REFERENCE	NON-CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
I2E	Whelen DUO ION Super-LED Blue/White (In Grill)	\$ 250.00	4.00	\$1,000.00
UHF2150A	Whelen Headlamp flasher Model UHF2150A	\$ 135.00	1.00	\$135.00
LINSV2B	Whelen under Mirror Lights Blue	\$ 275.00	2.00	\$550.00
LSVBKT47	Whelen Under Mirror Brackets	\$ 25.00		
1126339	BAK Industries Tri Fold Tonneau Cover	\$ 1,735.00	1.00	\$1,735.00
TCRWX6	Whelen WCX Tracer 6 Lamp Super-LED Light Array Duo	\$ 1,400.00	2.00	\$2,800.00
TCRB47	Whelen TRACER MTG KIT FORD F-150	\$ 100.00	1.00	\$100.00
TLI2E	Whelen DUO ION T Blue/White ( Under TailGate)	\$ 250.00	2.00	\$500.00
VTX609B	Vertex in Tail Lights (Blue)	\$ 212.00	2.00	\$424.00
3SRCCDCR	Whelen Red/White Dome Light (3SRCCDCR) w/ PLSW30	\$ 125.00	1.00	\$125.00
TLI2E	Windows	\$250.00	2	\$500.00
TIONBKT1	Whelen Strip Light 90 Degree Bracket	\$25.00	2	\$50.00
BW/BS Core	DUO XLP WCX Front Inner Edge, DUO RST WCX Rear Inner Edge (8), CenCom Core, OBD Install Kit, Control Head, Speaker & Mounting Bracket	\$ 4,250.00	1	\$4,250.00
BW/BS Core	Whelen Inner Edge FST WCX Duo 10 Lamp w/TD	PKG	1	\$0.00
BW/BS Core	Whelen Inner Edge RST - 8 DUO Lamps - WeCan-X RSTDMHQ*	PKG	1	\$0.00
BW/BS Core	Whelen CORE Siren/Switch Controller C399	PKG	1	\$0.00
BW/BS Core	Whelen CORE 2020+ Ford Utility Gateway Kit C399K4	PKG	1	\$0.00
BW/BS Core	Whelen CORE Control Head CCTL6	PKG	1	\$0.00
CEM16	Whelen 16 Output Expansion Module	\$ 225.00	2.00	\$450.00
C-2410	Havis #C-2410 & C-TMW-24, 24" console with 24" track mount F150-550/Exped	\$ 650.00	1.00	\$650.00
CUP2-1001	Havis Internal cup holders	\$ 50.00	1.00	\$50.00

C-ARM-102	Havis Armrest for top mount, console, large pad	\$ 150.00	1.00	\$150.00
C-EB40-CCS-1P	Havis, Bracket, Whelen Cencom	\$ -	1.00	\$0.00
C-FP-4	4" Filler Plate	\$ -	2.00	\$0.00
C-FP-3	3" Filler Plate	\$ -	2.00	\$0.00
446971V	Wheather Tech Floor Liners	\$ 135.00	1.00	\$135.00
110134-120134	Mud Flaps Weather Tech	\$ 160.00	1.00	\$160.00
MMSU-1	Magnetic Mic	\$ 45.00	3.00	\$135.00
C-MCB	Mic Clip Bracket	\$ 15.00	3.00	\$45.00
94975	Vent Shades	\$ 125.00	1.00	\$125.00
WTFL2	WeatherTech Floor Liners (per row)	\$ 160.00	1.00	\$160.00
Remote Start	Remote Start with 2 Fobs	\$ 395.00	1.00	\$395.00
Customer Supplied	Install Customer Supplied Radio	\$ 295.00	1.00	\$295.00
TINT	Front Door Glass With 20% Windshield Brow	\$ 395.00	1.00	\$395.00
SHOP	Shop Supplies	\$ 295.00	1.00	\$295.00
<b>Non-Contract Equipment Total:</b>				<b>\$15,609.00</b>
<b>Vehicle and Equipment Total:</b>				<b>\$63,213.00</b>
<b>Qty:</b>				<b>1</b>
<b>Total:</b>				<b>\$63,213.00</b>

**Trade Vehicle/s:**

CONTRACT LINE REFERENCE	TRADE VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
TRADE	NA	\$0.00	1	\$0.00
<b>Trade Vehicle/s Total:</b>				<b>\$0.00</b>
<b>Quote Grand Total:</b>				<b>\$63,213.00</b>

**TERMS AND CONDITIONS**

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind McGovern MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non-contract sales, the following McGovern MHQ policy shall prevail.

**Deferrals**

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items\* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to McGovern MHQ in writing.

McGovern MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, McGovern MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

**Special Order and Non-Cancellable/Non-Returnable Items (NCNR)**

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis.

Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

NCNR items are not cancellable with our suppliers. McGovern MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

**Cancellations**

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order\*\* or any part thereof. All cancellation requests must be communicated to McGovern MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. McGovern MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

**Supplier Failure to Perform**

McGovern MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. McGovern MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, McGovern MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

**\*Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

**\*\*Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs McGovern MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

**ORDER ACKNOWLEDGEMENT**

**By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.**

x

\_\_\_\_\_  
**PRINT NAME**

x

\_\_\_\_\_  
**TITLE**

x

\_\_\_\_\_  
**SIGNATURE**



**Application ID:** DLL - Application - 42994  
**Application for:** First Class Restaurant/Bar License  
**Category of Business:** First Class

### Business/ Entity Information

**Business/ Entity Name:** L'Elephant Vert, LLC  
**Business ID:** 0006238

**Business Address:** P.O. Box 1623,  
Norwich, Vermont 05055  
**Entity Type:** Limited Liability Corporation

**Phone:** 802-649-2922  
**Management Type if LLC:**

**Email:** brucemacleod1961@yahoo.com

### People Information

- Person:** Bruce MacLeod

**Business Role:** Business Principal  
**Email:** brucemacleod1961@yahoo.com

**Business Address:** ,  
,  
**US Citizen?**

**Political Position**

**Phone:** **Name:** Bruce MacLeod  
**Office:**  
**Jurisdiction:**

#### Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
--------------	----------------------	---------	-----------------

### Location/ Premises Detail

**Location Name:** **Do you lease this Premises:**



Carpenter and Main Restaurant

**Location Address:**

326 Main Street,  
Norwich, Vermont 05055

**Local Jurisdiction/ Town Clerk:**

Norwich

**Health License:**

Food:3131

Lodging:

**Vermont Tax Department:**

440-208714402F-01

**Education Details**

**Student Name:**

**Training Completion Date:**

**Mode of Training:**

**Type of Training:**

**Foundational License (if applicable)**

**License Type:**

First Class

**License Number:**

LP-015543

**Licensee Name:**

Carpenter and Main Restaurant

**License Status:**

License Active - Ready for Renewal

**Licensee Address:**

326 Main Street ,  
Norwich, Vermont 05055

**License Start Date:**

**License End Date:**

**Documents Attached**

Name	Document Type	Assosicated With
------	---------------	------------------

**Payment and Acknowledgement**

**Signed by:**

Bruce MacLeod

**State of Vermont / DLL Application Fee:**

115.00

**Date of Submission:**

2024-04-23 15:36:21

**State of Vermont / DLL Payment Status:**

**Local Application Fee:**

115

**Local Control Payment Status:**

false



**Application ID:** DLL - Application - 42991  
**Application for:** Outside Consumption Permit  
**Category of Business:** OCP

### Business/ Entity Information

**Business/ Entity Name:** L'Elephant Vert, LLC  
**Business ID:** 0006238

**Business Address:** P.O. Box 1623,  
Norwich, Vermont 05055  
**Entity Type:** Limited Liability Corporation

**Phone:** 802-649-2922  
**Management Type if LLC:**

**Email:** brucemacleod1961@yahoo.com

### Foundational License (if applicable)

**License Type:** First Class  
**License Number:** LP-015545

**Licensee Name:** Carpenter and Main Restaurant  
**License Status:** License Active - Ready for Renewal

**Licensee Address:** 326 Main Street ,  
Norwich, Vermont 05055  
**License Start Date:** 2023-04-30  
**License End Date:** 2024-06-30

### Event Contact/s

**Person:**

**Business Role:** **Phone:**

**Business Address:** **Email:**

,  
, ,

**Violations:**

---

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
--------------	----------------------	---------	-----------------

### Event Premises Details

**Location Name:** Carpenter and Main Restaurant

**Location Address:** 326 Main Street, Norwich, Vermont 05055

**Local Jurisdiction/ Town Clerk:** Norwich

**Start date and time of event**

**End date and time of event**

**Approximate Number of Persons Expected**

**Describe the type of event/ OCP Area:** Front patio 12'x20', cordoned off by fence

### Documents Attached

Name	Document Type	Assosicated With
------	---------------	------------------

### Payment and Acknowledgement

**Signed by:**

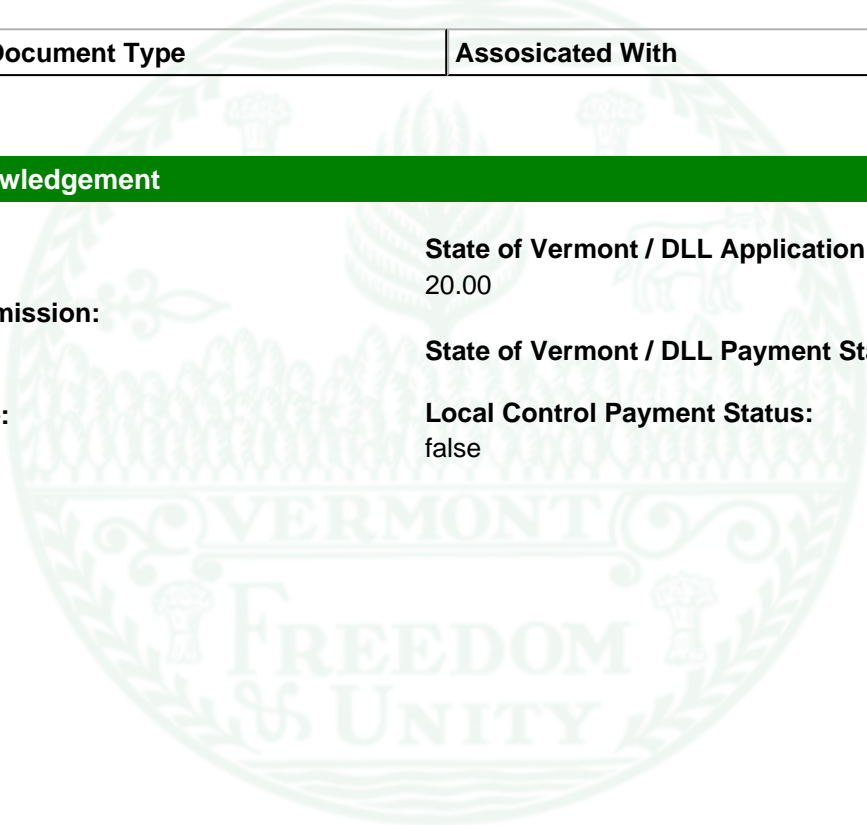
**Date and time of Submission:** 2024-04-23 15:23:45

**Local Application Fee:** 0

**State of Vermont / DLL Application Fee:** 20.00

**State of Vermont / DLL Payment Status:**

**Local Control Payment Status:** false





**Application ID:** DLL - Application - 42992  
**Application for:** Third Class Restaurant/Bar License  
**Category of Business:** Third Class

### Business/ Entity Information

**Business/ Entity Name:** L'Elephant Vert, LLC  
**Business ID:** 0006238  
**Business Address:** P.O. Box 1623,  
Norwich, Vermont 05055  
**Entity Type:** Limited Liability Corporation  
**Phone:** 802-649-2922  
**Management Type if LLC:**  
**Email:** brucemacleod1961@yahoo.com

### People Information

- Person:** Bruce MacLeod

**Business Role:** Business Principal  
**Business Address:** ,  
,  
**Phone:**  
**Email:** brucemacleod1961@yahoo.com  
**US Citizen?**  
**Political Position**  
**Name:** Bruce MacLeod  
**Office:**  
**Jurisdiction:**

#### Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
--------------	----------------------	---------	-----------------

### Location/ Premises Detail

**Location Name:** **Do you lease this Premises:**

Carpenter and Main Restaurant

**Location Address:**

326 Main Street,  
Norwich, Vermont 05055

**Local Jurisdiction/ Town Clerk:**

Norwich

**Health License:**

Food:3131

Lodging:

**Vermont Tax Department:**

440-208714402F-01

**Education Details**

**Student Name:**

**Training Completion Date:**

**Mode of Training:**

**Type of Training:**

**Foundational License (if applicable)**

**License Type:**

Third Class

**License Number:**

LP-015544

**Licensee Name:**

Carpenter and Main Restaurant

**License Status:**

License Active - Ready for Renewal

**Licensee Address:**

326 Main Street ,  
Norwich, Vermont 05055

**License Start Date:**

**License End Date:**

**Documents Attached**

Name	Document Type	Assosicated With
------	---------------	------------------

**Payment and Acknowledgement**

**Signed by:**

Bruce MacLeod

**State of Vermont / DLL Application Fee:**

1095.00

**Date of Submission:**

2024-04-23 15:25:06

**State of Vermont / DLL Payment Status:**

**Local Application Fee:**

0

**Local Control Payment Status:**

false

Town of Norwich

**2024 Selectboard Handbook for Appointed Committees, Boards, Commissions**

[hereinafter referred to as “the Handbook”]

**Table of Contents**

	<u>Page</u>
<b><u>Introduction</u></b> .....	3-5
• Purpose	
• Accessibility of the Handbook, Caveats and Disclaimer	
• Dillon’s Rule	
• Elected Officials	
• Appointments – Committees, Boards, Commissions and Subcommittees	
• Removal of Appointed Individuals and Discharge of Committees.	
• Selectboard Policy Governing Reporting	
<b><u>Open Meeting Law and additional agreements</u></b> .....	5
<b><u>Appointed Standing Committees, Boards, Commissions – Descriptions and Charges</u></b>	
• Conservation Commission .....	6
○ Subcommittee – Trails	
• Development Review Board .....	7
• Energy Committee .....	8
• Finance Committee (Audit?) .....	9
• Historic Preservation Commission.....	10
• Land Management Council .....	11
• Planning Commission .....	12
○ Subcommittee -- Affordable Housing Subcommittee	
○ Subcommittee -- Land Use Subcommittee	
○ Subcommittee – Multi-Modal Transportation Subcommittee	
○ Subcommittee -- Solar Siting	
• Recreation Council .....	14
• Solid Waste Committee .....	15
• Town Service Officer.....	16
<b><u>Appointed Representatives – Descriptions &amp; Charges</u></b>	
• Connecticut River Joint Commissions representatives.....	17
• EC Fiber .....	18
• Greater Upper Valley Solid Waste Management District .....	19
• Health Officer.....	20
• IREC Steering Committee .....	21
<b><u>Temporary Committees</u></b>	
• Article 36 Task Force.....	22
• Childcare Committee.....	23
<b><u>Elected Officials</u></b>	
• Agent to Prosecute and Defend Suits .....	24

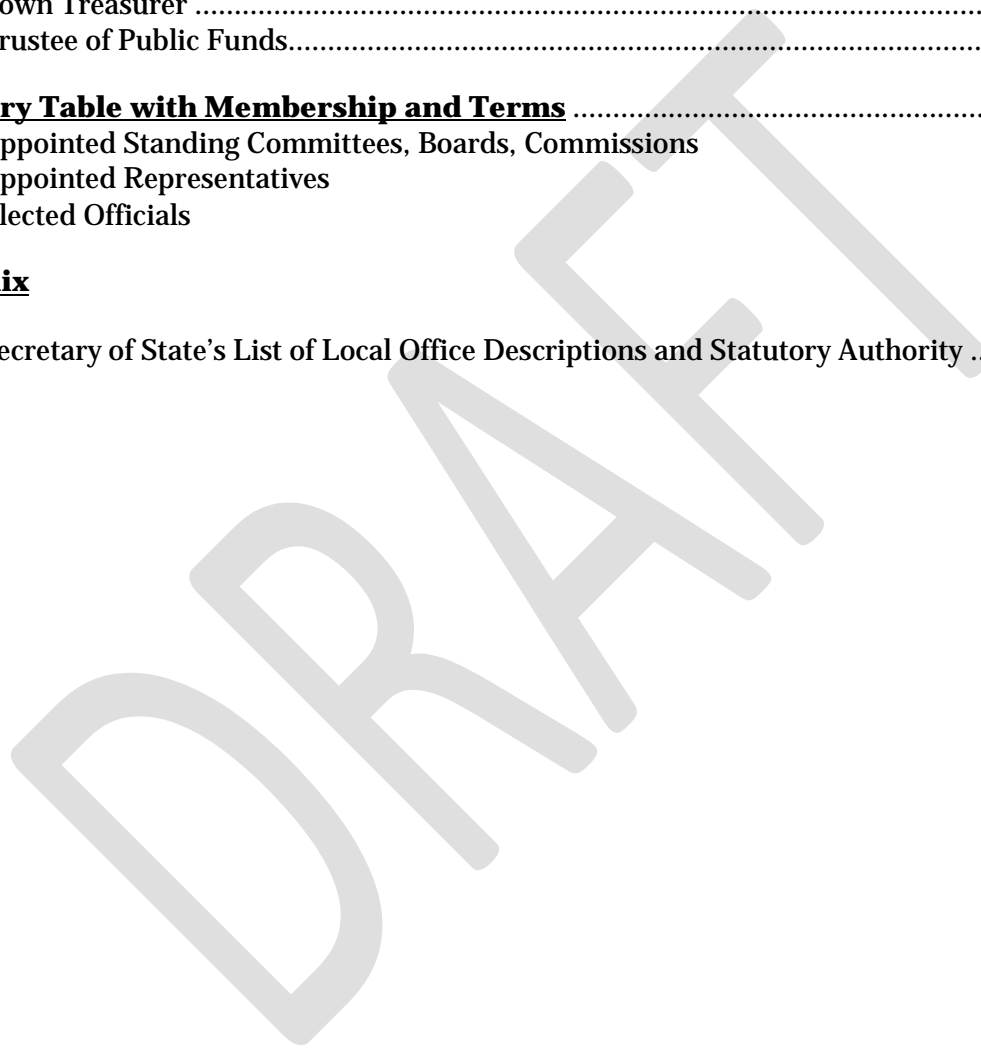
- Board of Civil Authority .....25
- Board of Abatement .....26
- Cemetery Commissioner(s) .....27
- Collector of Delinquent Taxes .....28
- Town Moderator .....29
- Listers .....30
- Selectboard.....31
  - Town Manager.....32
- Town Clerk.....33
- Town Treasurer .....34
- Trustee of Public Funds.....35

**Summary Table with Membership and Terms** .....36

- Appointed Standing Committees, Boards, Commissions
- Appointed Representatives
- Elected Officials

**Appendix**

- Secretary of State’s List of Local Office Descriptions and Statutory Authority .....37



## Introduction

**Purpose of this Handbook.** A host of Norwich residents volunteer to serve their community in a variety of ways. Some are elected and have statutory responsibilities. Some are appointed and may or may not have statutory responsibilities but will have a charge. This effort is to create one document to identify existing groups, current office holders and their terms, the statutory roles and/or Selectboard charges of responsibility, and any pertinent Selectboard policy. The intended audience for this document include:

- Elected and appointed members of our community to ensure that they are:
  - (1) working efficiently and effectively toward the fulfillment of our shared and often changing goals,
  - (2) in compliance within the laws pertaining to town government, such as to Open Meetings, and
  - (3) identified correctly for the furtherance of transparent government.
- Norwich residents to better understand:
  - (1) who is responsible for what town function,
  - (2) what the various offices are authorized to do, and
  - (3) what opportunities exist for future volunteerism and engagement in Norwich.

**Accessibility of the Handbook, Caveats and Disclaimer.** Given the nature of municipal government, this document must be an organic reference source with a Selectboard commitment to keeping it up to date and accessible. To that end the Selectboard hopes to publish and maintain this document on the town website. New and existing, appointed and elected, individuals will be expected to understand its content and remain in compliance with the statutes, rules, regulations and policies referenced herein. Notwithstanding the above, it is understood that laws, rules and policies are not static, and the people in positions change regularly; therefore, this document may not be completely up-to-date at any given moment. However the Selectboard expects that elected and appointed individuals are on notice and will endeavor to keep abreast of their responsibilities, and that they will seek legal assistance through the Town Manager if they are in doubt of same.

**Dillon's Rule.** Formulated in 1872 by a local government legal scholar, Judge John Forest Dillon, and consistently adhered to by Vermont courts, Dillon's Rule

“...means that the town and its voters or selectboard have no authority beyond that which is given by statute, or that which is necessarily implied by a statute. Accordingly, municipal officials must check all relevant statutes before acting to ensure that they will comply with the specific requirements of the enabling legislation.” Vermont Office of the Secretary of State, Municipal Law Basics (2014), p. 2.

**Elected Officials.** Under 24 V.S.A. § 2646 at the annual meeting a town shall choose from among its registered voters certain officers including:

- a moderator;
- a town clerk, unless the town has voted to authorize the selectboard to appoint a town clerk pursuant to 24 V.S.A. § 2651e;
- a town treasurer, unless the town has voted to authorize the selectboard to appoint the treasurer as provided in 24 V.S.A. § 2651f;
- selectboard member(s);
- a lister, unless the town has voted to eliminate the office of lister pursuant to 24 V.S.A. § 2651c;
- an auditor, unless the town has voted to eliminate the office auditor pursuant to 24 V.S.A. § 2651b;



- a first constable, and second constable if needed, unless the town has voted to authorize the selectboard to appoint constables as provided in 24 V.S.A. § 2651a;
- a collector of delinquent taxes;
- a trustee of public funds if the town so votes;
- a cemetery commission if the town so votes.

**Appointments – Committees, Boards, Commissions and Subcommittees.** Consistent with Dillon’s Rule, the Selectboard’s power to appoint must be provided either expressly by statute or is implied in or incident to powers expressly granted and/or is essential to the accomplishment of the declared objects and purposes of the town, “not simply convenient, but indispensable.” See Municipal Law Basics, p. 2 citing Valcour v. Village of Morrisville, 104 Vt. 119, 131-32 (1932). By statute, the Selectboard is authorized or allowed to appoint individuals to fulfill certain town functions, specifically:

- **shall** appoint
  - tree warden – 24 V.S.A. § 871(b)
    - deputy tree warden may be appointed under 24 V.S.A. § 2505
  - local health officer – 18 V.S.A. § 601
- **may** appoint
  - town forest fire wardens – 10 V.S.A. § 2641
  - pursuant to 24 V.S.A. § 871(b):
    - poundkeeper for each pound
    - one or more inspectors of lumber, shingles, and wood
    - one or more weighers of coal
    - one town service officer and
    - one grand juror.
  - deputy tree warden – 24 V.S.A. § 2505:
  - planning commission and development review board– 24 V.S.A. § 4321 and 4323 and 4460
    - including alternates to a planning commission, board of adjustment, or development review board when one or more members of the board are disqualified or are otherwise unable to serve. See 24 V.S.A. § 4460(c)
    - “Members of a planning commission shall be appointed and any vacancy filled by the legislative body of a municipality. The length of the term of planning commission members shall be determined by the legislative body of a municipality. Any member may be removed at any time by unanimous vote of the legislative body. Any appointment to fill a vacancy shall be for the unexpired term. 24 V.S.A. § 4323(a)
    - “A planning commission shall have not less than three nor more than nine voting members....  
“...not more than two elected or appointed officials of an urban municipality who are chosen by the legislative body ...shall be nonvoting ex officio members of a planning commission...”
    - “Notwithstanding subsection (a)...for an appointed planning commission, the legislative body may change the number of members that may be appointed to the commission;....” See 24 V.S.A. § 4322
  - under 24 V.S.A. § 4501
    - conservation commission – “when a municipality votes to create one, or, if the charter of a municipality permits it, when the legislative body of the municipality votes to create one.” Id.

To the extent there is no statutory prohibition:

- Additional named “groups” may be established by a Selectboard. Any such body must abide by Dillon’s Rule and applicable laws, such as the so-called “Open Meeting” law. As authorized in the enumeration of powers of a municipality, a conflict-of-interest policy may be established to apply to all elected and appointed officials. See 24 V.S.A. § 2291
- In compliance with Dillon’s Rule, committees, boards, commissions appointed by the Selectboard cannot exercise authority not found in statute and thus cannot appoint new members or otherwise increase the size of their “body.”
- “Sub-groups” such as “subcommittees” may be established by the “parent body” so long as the members are chosen from the existing “parent group” members. The Selectboard understands that a “subcommittee” is commonly defined as a smaller number of people chosen from the existing “parent” group or committee members, for a particular purpose, to report back to the parent committee with recommendations for the parent committee’s action.
- Based on the above, the Selectboard affirms by virtue of this Handbook, and approval of same, that
  - all appointments to any committee, commission, or other “parent” group, are made by the Selectboard;
  - parent groups appointed by the Selectboard do not have authority to appoint additional individuals or otherwise increase their membership size;
  - all parent groups will
    - immediately inform the Selectboard of the creation of a subcommittee/sub-group, including but not limited to its name and purpose and charge, the parent group members so appointed and the expiration of their parent-group terms;
    - oversee the work of any such subcommittee to ensure compliance with their charge, as well as with law and town policy; and,
  - any subcommittees or sub-groups created by a parent group
    - shall be for the purpose of furthering the work of the parent group;
    - shall be current members of the parent group with unexpired terms; and
    - shall present their work to the parent group for action.

**Removal of Appointed Individuals and Discharge of Committees.** The power to remove appointments is expressly defined for certain appointments:

- “Any member [of a planning commission] may be removed at any time by unanimous vote of the legislative body.” See 24 V.S.A. § 4323(a)
- “Any member of a conservation commission may be removed at any time for just cause by vote of the legislative body, for reasons given to him or her in writing and after a public hearing thereon if he or she so requests.” See 24 V.S.A. § 4503(a)
- “Each member of a board of adjustment or a development review board may be removed for cause by the legislative body upon written charges and after public hearing. If a development review board is created, provisions of this subsection regarding removal of members of the board of adjustment shall not apply.” See 24 V.S.A. 4460 (c)

The Selectboard similarly affirms by adoption of this Handbook that appointed individuals may be removed and/or Selectboard-created committees, boards, commissions, may be discharged by unanimous vote where there is a violation of law or town policy.

**Selectboard Policy Governing Reporting.** The Policy Governing Reporting of Committees, Commissions, Task Force, or Other Groups/Individuals Appointed by the Selectboard, approved May 23, 2018, and as subsequently amended on \_\_\_\_\_, is hereby incorporated by reference and attached hereto as “Appendix A.”

**Open Meeting Law and additional agreements.** The Town of Norwich remains committed to following the requirements of the “Open Meeting Law,” 1 V.S.A. § 312, which requires notice of meetings to be held, the right of public access to meetings, and publication of minutes of those meetings. See also 1 V.S.A. § 310 Definitions. Notwithstanding those statutes, the Vermont Supreme Court decisions have not clarified municipal responsibilities for all situations and gaps can exist and can be debated. To that end, the Town of Norwich has settled a complaint and agreed upon how it will do the work of the Town when statute is otherwise silent or susceptible to differing interpretations. All elected and appointed individuals in the Town of Norwich will follow the “Open Meeting Law” as well as the agreed-upon additional protocols. More specific information will be forthcoming, incorporated by reference, and attached hereto as “Appendix B.” Going forward, the Selectboard shall monitor the compliance of all appointed and elected officials. Where questions of violations or incomplete compliance are found, the Selectboard will review and take appropriate action.

DRAFT



## **Policy Governing Reporting of Committees, Commissions, Task Force, or Other Groups/Individuals Appointed by the Selectboard**

**Background:** The Selectboard has the authority to establish various committees, commissions, boards, task forces, etc. necessary for the functioning of the town (24 VSA §871). The Selectboard appoints members to these groups in accordance with 24 VSA §871, §4323, §4343, and §4502. The Selectboard also appoints individuals to positions (e.g., Tree Warden, TRORC, Solid Waste District, etc.) Vermont's Open Meeting Law dictates that agendas, draft minutes of the meetings, as well as finalized minutes, are publically posted (1 VSA §310-314). All appointed Committees, Commissions, Task Forces, working groups and individuals serving as appointed officials to the Town of Norwich must abide by the Open Meeting Law, Public Records Law, Conflict of Interest Policy, and this Reporting Policy.

**Purpose:** The purpose of this policy is to improve communication/information sharing between appointed Committees/Commissions/Task Forces, working groups, individual appointees, and the Selectboard. The secondary purpose is to assure that the work of the various groups/individuals is aligned with the overall goals of the Selectboard and the Town, the work of the group continues to be relevant, and the work of the group provides an additional means of sharing information with the public.

This policy does **not** apply to those groups who report directly to the Town Manager or to other elected officials (e.g., Town Clerk and Listers).

**Process:** Beginning with the first Selectboard meeting in July, each Committee/Commission/Task Force/appointed individual will prepare quarterly, written reports for the Selectboard. The Selectboard reserves the right to call for an oral presentation.

The report to the Selectboard will, at minimum, include:

- Current work of the group/individual with proposed deadlines for completion.
- Information on any and all subcommittees and/or work groups including the purpose and goals of the subcommittee or workgroup.
- Grant applications.
- Future projects under consideration by the Committee/Commission/work group, etc.

The report should **not** be a submission of meeting minutes.

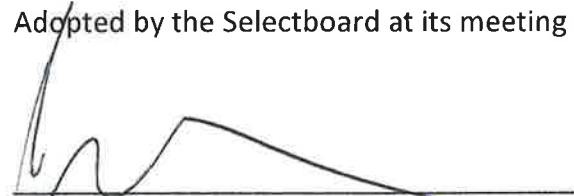
**Policy Governing Reporting of Committees, Commissions, Task Force, or Other Groups/Individuals  
Appointed by the Selectboard  
Adopted May 23, 2018**

The reports will be submitted to the Town Manager's Office no later than 3:00 p.m. on the Thursday prior to the first regular Selectboard meeting after the end of the quarter (i.e., after September 30, December 31, March 31, and June 30). Meeting this deadline allows for the material to be included in the Selectboard meeting packet. Reports can be made more frequently than quarterly.

Yearly submission of bylaws, goals, ordinances, etc. governing the work of the Committee/Commission/work group/ sub-committee/individual will be submitted to the Selectboard for yearly review by the first regular Selectboard meeting in May.

This policy will be shared with all Selectboard appointed Committees/ Commissions and appointed individuals upon adoption.

Adopted by the Selectboard at its meeting on May 23, 2018.




---

John Pepper, Chair



---

John Langhus



---

Claudette Brochu, Vice-Chair



---

Mary Layton



---

Linda Cook

## **Appointment of Selectboard Liaison (or designee) to Norwich Schoolboard and Norwich Prudential Committee**

In effort to establish/improve the communication between those groups outside of the purview of the Selectboard or Town Manager, the Selectboard will appoint a formal liaison to the Norwich Schoolboard and the Norwich Prudential Committee.

The liaison will attend, view meetings via CATV, read meeting minutes, or communicate directly with the Schoolboard Chair or Prudential Chair and report to the Selectboard at least quarterly. Reports should include any substantive issue(s) that could have fiscal or social implications to town residents. The liaison does not speak for the board, but is functioning as a conduit of information from the Schoolboard and Prudential Committee to the Selectboard. As such, the liaison should be free of obvious bias.

The liaison will be appointed by the Selectboard during its re-organizational meeting held after Town Meeting Day.

**Template for Committee/Commission Reports**  
(Use additional sheets, as necessary)

**Committee Name:**

**Members Names:**

**Committee/Commission/Appointee Charge (including subcommittees and workgroups):**

- 
- 
- 
- 
- 

**Current Projects (including work by subcommittees and workgroups) with proposed deadlines:**

- 
- 
- 
- 
- 

**Future Projects:**

- 
- 
- 
- 
- 

**Support Needed by the Selectboard:**

- 
- 
- 
- 
-

**From:** [Sonia Howlett](#)  
**To:** [Select Board](#); [Alex Gottlieb](#)  
**Subject:** Norwich should sign Vermont's Declaration of Inclusion  
**Date:** Friday, April 19, 2024 12:33:23 PM

---

Good morning,

We were recently at a presentation by the Vermont Department of Racial Equity about their work with towns to adopt the "[Vermont Declaration of Inclusion](#)", a statement that town select boards and other ruling bodies agree to sign affirming the town's commitment to inclusion. The VT Office of Racial Equity shared a [list of the 143 towns and cities in Vermont who have signed that declaration](#) and we were astonished to notice that Norwich was not on that list. All of the surrounding towns in our region have signed onto this declaration, so Norwich is a notable gap in the map. We know this community is dedicated to inclusion, so that omission feels like it might be a simple oversight.

This declaration typically reads as follows:

*The Town of \_\_\_\_\_ condemns racism and welcomes all persons, regardless of race, color, religion, national origin, sex, sexual orientation, gender identity and expression, age, disability, or socioeconomic status, and wants everyone to feel safe and welcome in our community.*

*As a town, we formally condemn all discrimination in all of its forms, commit to fair and equal treatment of everyone in our community, and will strive to ensure all of our actions, policies, and operating procedures reflect this commitment.*

*The Town of \_\_\_\_\_ has and will continue to be a place where individuals can live freely and express their opinions.*

*By the \_\_\_\_\_ Selectboard on \_\_\_\_\_ 20\_\_.*

I would like to propose that Norwich adopt the Vermont Declaration of Inclusion and be listed as one of the towns that has signed on to this initiative.

My understanding is that the next steps are as follows:

1. The Selectboard adopts the VT Declaration of Inclusion, following any discussion necessary (Learn more at <https://vtdeclarationofinclusion.org/>)
2. The declaration is listed someplace on the town website.
3. The Selectboard or designee emails [al@wakefield-global.com](mailto:al@wakefield-global.com) to notify them that the town of Norwich has signed on to this initiative.
4. Norwich gets listed as a town that supports inclusion in their town.

In 2021, Governor Scott [proclaimed](#) the 2nd week of May as inclusion week, so the timing would be good for Norwich to sign on to this initiative in advance of Vermont Inclusion Week 2024!



We haven't been terribly involved in town politics, so are not sure if this topic has already been under discussion in Norwich, but it seems like a no-brainer. Please let us know when it goes on your agenda, so at least one of us can try to attend if we are able! And if you would like to discuss more, we are happy to chat outside of the meeting as well.

Thank you,  
Sonia Howlett and Alex Gottlieb  
Norwich residents

**From:** [Cheryl Lindberg](#)  
**To:** [Select Board](#); [Brennan Duffy](#); [Miranda Bergmeier](#)  
**Cc:** [Treasurer](#)  
**Subject:** Fwd: Secure Federal Funds for Your Community's Infrastructure Needs - FREE Training to VLCT Members  
**Date:** Friday, April 26, 2024 10:37:36 AM

---

This sounds beneficial to our Town, so I am sharing it in case others didn't receive it.

Cheryl

Cheryl A Lindberg, Treasurer  
Town of Norwich

Any response to this email is subject to the Vermont Public Records request.

---

**From:** Ted Brady <info@vlct.org>  
**Sent:** Thursday, April 25, 2024 7:29 AM  
**To:** Treasurer <Treasurer@norwich.vt.us>  
**Subject:** Secure Federal Funds for Your Community's Infrastructure Needs - FREE Training to VLCT Members

[View in your browser](#)



Dear VLCT Member,

We know that many small to mid-size local governments like yours do not have the staff capacity or expertise to apply for federal infrastructure grants. We have partnered with the National League of Cities (NLC) on a **FREE** program that will help you address this common challenge. I am reaching out today because **your municipality meets the criteria to participate** in this FREE training program to help you and/or your team **learn to develop and submit winning grant applications in key areas.**

These free trainings are designed for small to mid-size cities, towns, and villages, and no prior grant writing experience is necessary. Communities that participated in prior trainings have collectively secured more than \$200 million. This program works and has helped numerous local governments secure needed resources to advance their local projects.

The free trainings this spring will help communities secure funding in areas like bridge investment, railroad crossing improvements and safety improvements, solid waste infrastructure for recycling, brownfields, and removing transportation structures to increase connectivity in communities.

**Register your city, town, village, or solid waste management district today** at [www.LocalInfrastructure.org/application-bootcamp](http://www.LocalInfrastructure.org/application-bootcamp). Registration ends May 15.

Have questions or want to learn more about the program? Contact Katie Dailinger at [dailinger@nlc.org](mailto:dailinger@nlc.org) or attend an **NLC informational webinar** to learn more and get your questions answered:

**Wednesday, May 1, 4:00-5:00 PM ET**

Zoom link: <https://nlc-org.zoom.us/j/82868590334?pwd=aC9uMlc3VVh1YjdaVE51L3g5S2FUdz09>

Sincerely,

Ted



**Ted Brady**

Executive Director  
Vermont League of Cities & Towns  
89 Main St. Suite 4, Montpelier, VT 05602  
802-316-4475  
[tbrady@vlct.org](mailto:tbrady@vlct.org)

[vlct.org](http://vlct.org)

Email sent to [treasurer@norwich.vt.us](mailto:treasurer@norwich.vt.us)

[Unsubscribe](#)



**From:** [Alka Dev](#)  
**To:** [Select Board](#)  
**Cc:** [Miranda Bergmeier](#)  
**Subject:** Resignation as Town Health Officer due to illness  
**Date:** Saturday, April 27, 2024 8:29:14 AM

---

Dear Selectboard Chair and members,

For the past 5 months. I have been dealing with a major illness, and my treatment will continue for the remainder of this year. I have tried to keep up with Town Health Officer duties but cannot fit even the small requests into my current schedule as my fit days are few.

I am therefore resigning as the Town Health Officer. It would be wise to advertise for a new One, and I am happy to provide training. They will also have opportunities to attend periodic training offered by the State of VT, and there is a listserv to ask questions, which has been very useful. Norwich, fortunately, does not have the issues of many other towns, so the workload is small. I would say no more than 5 hours per month.

Please let me know what other information I can provide.

Sincerely,  
Alka Dev

**From:** [Cheryl Lindberg](#)  
**To:** [Select Board](#)  
**Cc:** [Brennan Duffy](#); [Miranda Bergmeier](#); [Listers](#); [Pam Smith](#)  
**Subject:** Norwich/Sharon boundary line - correspondence for 5/8/24 meeting  
**Date:** Thursday, May 2, 2024 9:54:00 AM  
**Attachments:** [SB Memo Sharon-Norwich Town Line- 2023.pdf](#)

---

Selectboard members,

The Board of Listers are bringing forth a memo and attachments from a year ago with the hopes of beginning a resolution to the Norwich/Sharon boundary line discussion. The minutes from the February 14, 2024 Selectboard meeting do not resolve the matter with proper authority, so the Board of Listers are wanting to discuss this matter at a future meeting. Our availability to meet with you begins with the June 12<sup>th</sup> meeting or thereafter.

Thank you,

Cheryl

Cheryl A. Lindberg, Chair  
Board of Listers  
Norwich, VT

Any response to this email is subject to disclosure under the Vermont Public Records Act.

Town of Norwich, Vermont



CHARTERED 1761

**TO:** Selectboard - Calloway, Layton, Rogers, Smith and Vincent

**FROM:** Board of Listers – Lindberg, Ciccotelli and Vincent

**DATE:** April 3, 2023

**RE:** Norwich/Sharon Municipal Line dispute

There has been a long-standing dispute over the western boundary line of the Town of Norwich. This has recently come to the attention of the Board of Listers due to a property owner on the boundary line wanting to correct their acreage in Norwich so they are no longer double taxed on 8 acres that the Norwich tax maps reflect being in Norwich and the Sharon tax maps reflect being in Sharon. This matter doesn't end with just one property owner and their zoning parcel. The alteration of the Norwich line impacts about 21 zoning parcels with two having residences also impacted.

The Board of Listers cannot adjust a Town boundary. 24 VSA Section 1461 defines the process. We are attaching the Vermont Statute, maps of the current town line according to the Norwich tax maps and a map showing the two residences that will be impacted.

The Board of Listers will be available to discuss this when this topic is added to a future Selectboard agenda.

# The Vermont Statutes Online

## Title 24 : Municipal And County Government

### Chapter 047 : Municipal Lines

(Cite as: 24 V.S.A. § 1461)

#### § 1461. Location or alteration of municipal lines; monuments

(a) When the legislative bodies of adjoining municipalities are able to agree as to the location of a municipal line, each legislative body shall vote in meetings duly warned for the purpose to adopt the location. Prior to the vote, each legislative body shall hold at least one public hearing duly warned for the purpose of informing the public of, and allowing public comment on, the location of the line. Following the meetings, the legislative bodies shall conduct a, or ratify an existing, survey of the municipal line and file certified copies of the minutes of the meetings, and the survey, and a list of property owners, the legal location of whose property is changed by the agreement, with the Secretary of State, the clerk of each of the municipalities, and the Vermont Enhanced 911 Board.

(b) When the legislative bodies of adjoining municipalities are unable to agree as to the location of a municipal line, or in the absence of a clearly definable charter line, the legislative bodies shall sign a written agreement to submit to arbitration pursuant to 12 V.S.A. chapter 192.

(1) If an award of arbitration does not alter a municipal line, the award shall be filed with the Secretary of State and the clerk of each of the municipalities.

(2) If an award of arbitration would result in an alteration of a municipal line, the award shall require that a survey be conducted of the municipal line and apportion the cost of the survey between or among the respective municipalities as deemed appropriate. Following the survey, one or more of the legislative bodies shall petition the General Assembly to adopt the alteration of the municipal line pursuant to the survey. Following enactment of legislation which alters a municipal line, the legislative bodies shall file the survey and a list of property owners, the legal location of whose property is changed by the award, with the Secretary of State, the clerk of each of the municipalities, and the Vermont Enhanced 911 Board. Each legislative body of the adjoining municipalities shall post a notice of the petition to the General Assembly that specifies the nature and extent of the proposed legislation in at least two public places and in the town clerk's office at least three weeks prior to filing the petition.

(c) When the legislative bodies of adjoining municipalities are able to agree as to the location of a municipal line and one or more of the legislative bodies believes that alteration of the existing line or the establishment of a new line is necessary, the legislative

bodies shall conduct a survey of the new municipal line. Following the completion of the survey, one or more of these legislative bodies shall petition the General Assembly to establish the location of the municipal line. Following the enactment of legislation which ratifies the alteration of the municipal line, the legislative bodies shall file the survey and a list of property owners, the legal location of whose property is changed by the legislation, with the Secretary of State, the clerk of each of the municipalities, and the Vermont Enhanced 911 Board. Each legislative body of the adjoining municipalities shall post a notice of the petition to the General Assembly that specifies the nature and extent of the proposed legislation in at least two public places and in the town clerk's office at least three weeks prior to filing the petition.

(d) When the General Assembly enacts legislation which ratifies a survey of a municipal line, it may appropriate funds sufficient to monument those municipal lines at the points on the municipal lines where the lines change direction. If the legislative body of a municipality desires additional monuments, it shall provide funds for those monuments at the expense of the municipality.

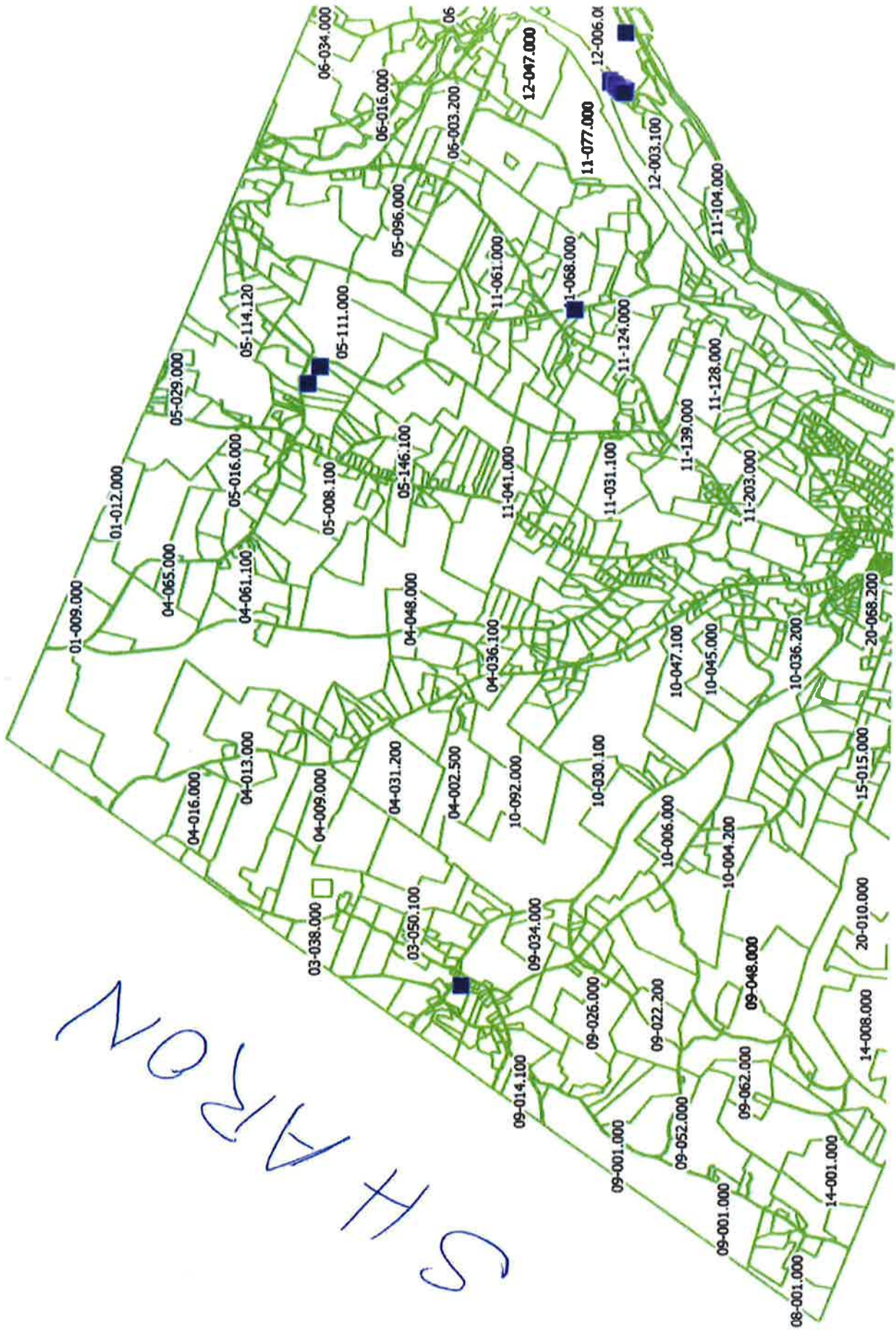
(e) A survey required by this section shall be conducted by a land surveyor licensed in this State.

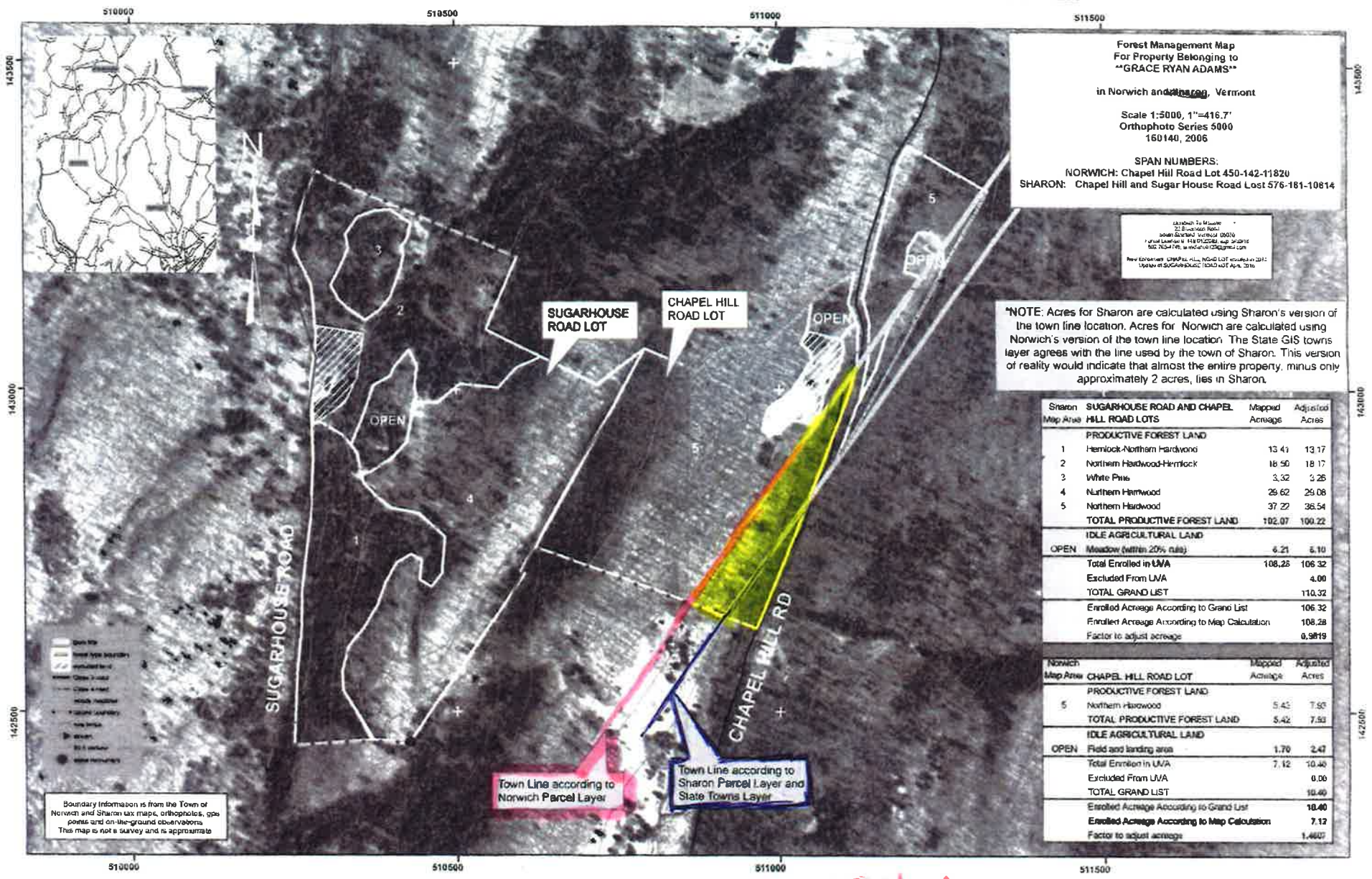
(f) The Secretary of State, in consultation with the Agency of Transportation, shall develop a process for requesting proposals for surveying for use by municipalities.

(g) Upon receipt of a list of property owners filed pursuant to subsection (a), (b), or (c) of this section, a municipal clerk shall file the list in the land records of the municipality and shall place in the grantee index of those records the names of property owners whose land or portion thereof has been added to the municipality and in the grantor index of those records the names of property owners whose land or portion thereof has been subtracted from the municipality. (Amended 1967, No. 241 (Adj. Sess.), § 2, eff. Feb. 13, 1968; 1973, No. 193 (Adj. Sess.), § 3, eff. April 9, 1974; 2005, No. 102 (Adj. Sess.), § 1.)



NORTH





**Forest Management Map  
For Property Belonging to  
"GRACE RYAN ADAMS"**

in Norwich and Sharon, Vermont

Scale 1:5000, 1"=416.7'  
Orthophoto Series 5000  
160140, 2006

SPAN NUMBERS:  
NORWICH: Chapel Hill Road Lot 450-142-11820  
SHARON: Chapel Hill and Sugar House Road Lot 576-181-10814

© 2006 by the Vermont  
Department of Forests,  
Fire and Lands  
100 North Main Street, Room 200  
Waterbury, VT 05671  
www.vermont.gov

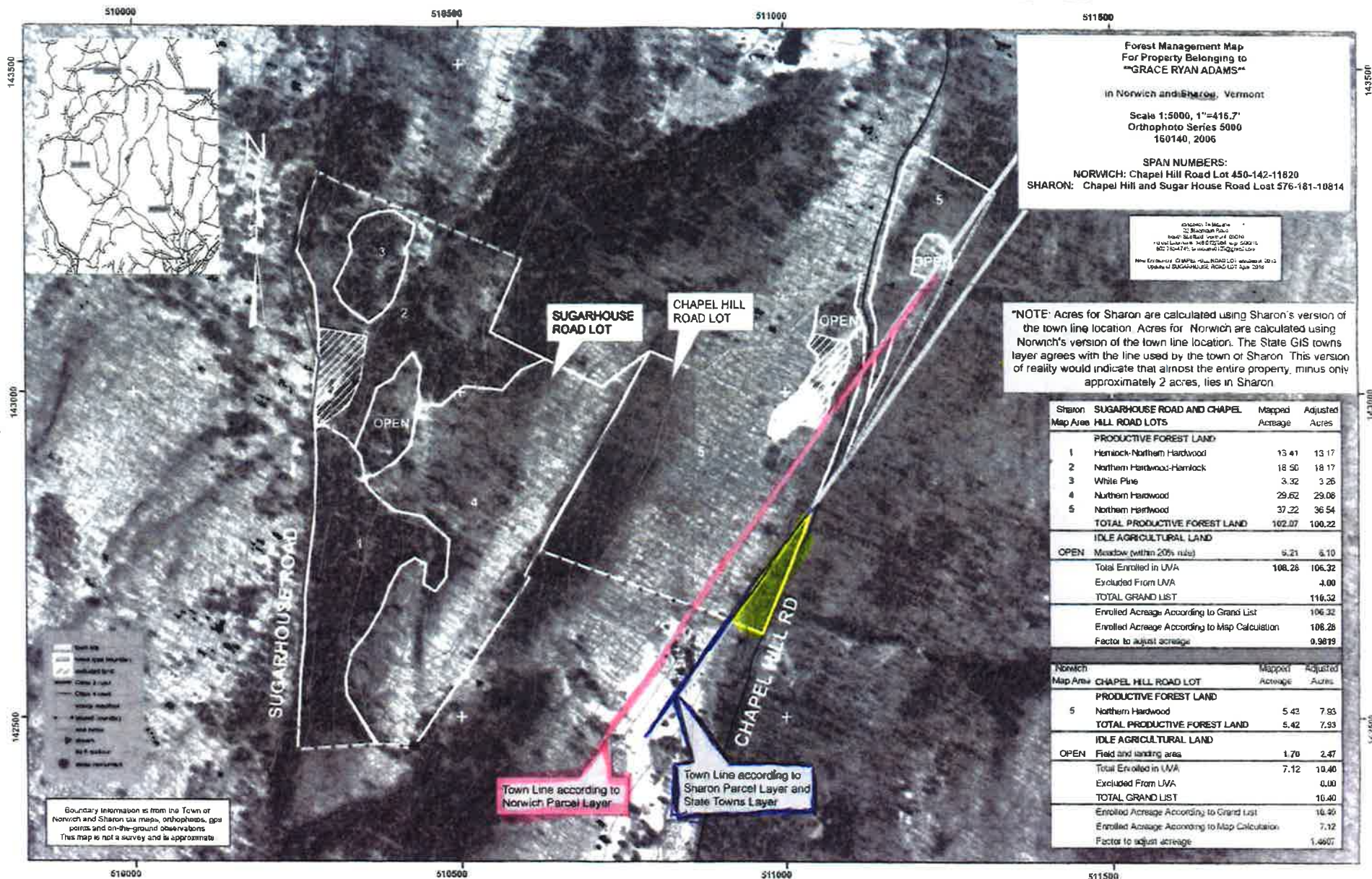
**\*NOTE:** Acres for Sharon are calculated using Sharon's version of the town line location. Acres for Norwich are calculated using Norwich's version of the town line location. The State GIS towns layer agrees with the line used by the town of Sharon. This version of reality would indicate that almost the entire property, minus only approximately 2 acres, lies in Sharon.

Sharon Map Area	SUGARHOUSE ROAD AND CHAPEL HILL ROAD LOTS	Mapped Acreage	Adjusted Acres
<b>PRODUCTIVE FOREST LAND</b>			
1	Hemlock-Northern Hardwood	13.41	13.17
2	Northern Hardwood-Hemlock	16.50	18.17
3	White Pine	3.32	3.28
4	Northern Hardwood	26.62	25.08
5	Northern Hardwood	37.22	36.54
	<b>TOTAL PRODUCTIVE FOREST LAND</b>	<b>102.07</b>	<b>100.22</b>
<b>IDLE AGRICULTURAL LAND</b>			
OPEN	Meadow (within 20% rule)	6.21	6.10
	<b>Total Enrolled in LVA</b>	<b>108.28</b>	<b>106.32</b>
	<b>Excluded From LVA</b>		<b>4.00</b>
	<b>TOTAL GRAND LIST</b>		<b>110.32</b>
	<b>Enrolled Acreage According to Grand List</b>		<b>106.32</b>
	<b>Enrolled Acreage According to Map Calculation</b>		<b>108.28</b>
	<b>Factor to adjust acreage</b>		<b>0.9819</b>

Norwich Map Area	CHAPEL HILL ROAD LOT	Mapped Acreage	Adjusted Acres
<b>PRODUCTIVE FOREST LAND</b>			
5	Northern Hardwood	5.42	7.55
	<b>TOTAL PRODUCTIVE FOREST LAND</b>	<b>5.42</b>	<b>7.55</b>
<b>IDLE AGRICULTURAL LAND</b>			
OPEN	Field and landing area	1.70	2.47
	<b>Total Enrolled in LVA</b>	<b>7.12</b>	<b>10.02</b>
	<b>Excluded From LVA</b>		<b>0.00</b>
	<b>TOTAL GRAND LIST</b>		<b>10.02</b>
	<b>Enrolled Acreage According to Grand List</b>		<b>10.02</b>
	<b>Enrolled Acreage According to Map Calculation</b>		<b>7.12</b>
	<b>Factor to adjust acreage</b>		<b>1.407</b>

Boundary information is from the Town of Norwich and Sharon tax maps, orthophotos, GPS points and on-the-ground observations. This map is not a survey and is approximate.

10.4 Acres



**Forest Management Map  
For Property Belonging to  
"GRACE RYAN ADAMS"**

in Norwich and Sharon, Vermont

Scales 1:5000, 1"=416.7'  
Orthophoto Series 5000  
160140, 2006

SPAN NUMBERS:  
NORWICH: Chapel Hill Road Lot 450-142-11820  
SHARON: Chapel Hill and Sugar House Road Lot 576-181-10814

Orthophoto Series 5000  
Scale 1:5000  
1"=416.7'  
Map Date: 2006  
Map No: 160140  
Map Series: 5000  
Map Sheet: 160140-2006-01  
Map Scale: 1:5000  
Map Date: 2006

**"NOTE:** Acres for Sharon are calculated using Sharon's version of the town line location. Acres for Norwich are calculated using Norwich's version of the town line location. The State GIS towns layer agrees with the line used by the town or Sharon. This version of reality would indicate that almost the entire property, minus only approximately 2 acres, lies in Sharon.

Sharon Map Area	SUGARHOUSE ROAD AND CHAPEL HILL ROAD LOTS	Mapped Acreage	Adjusted Acres
<b>PRODUCTIVE FOREST LAND</b>			
1	Hemlock-Northern Hardwood	13.41	13.17
2	Northern Hardwood-Hemlock	18.50	18.17
3	White Pine	3.32	3.26
4	Northern Hardwood	29.62	29.06
5	Northern Hardwood	37.22	36.54
<b>TOTAL PRODUCTIVE FOREST LAND</b>		<b>102.07</b>	<b>100.22</b>
<b>IDLE AGRICULTURAL LAND</b>			
OPEN	Meadow (within 20% rule)	9.21	8.10
<b>Total Enrolled in UVA</b>		<b>108.28</b>	<b>106.32</b>
Excluded From UVA		4.00	
<b>TOTAL GRAND LIST</b>		<b>116.32</b>	
Enrolled Acreage According to Grand List		106.32	
Enrolled Acreage According to Map Calculation		108.28	
Factor to adjust acreage		0.9819	

Norwich Map Area	CHAPEL HILL ROAD LOT	Mapped Acreage	Adjusted Acres
<b>PRODUCTIVE FOREST LAND</b>			
5	Northern Hardwood	5.43	7.93
<b>TOTAL PRODUCTIVE FOREST LAND</b>		<b>5.42</b>	<b>7.93</b>
<b>IDLE AGRICULTURAL LAND</b>			
OPEN	Field and landing area	1.79	2.47
<b>Total Enrolled in UVA</b>		<b>7.12</b>	<b>10.40</b>
Excluded From UVA		0.00	
<b>TOTAL GRAND LIST</b>		<b>10.40</b>	
Enrolled Acreage According to Grand List		10.40	
Enrolled Acreage According to Map Calculation		7.12	
Factor to adjust acreage		1.4607	

2.4 Acres

NORWICH LINE



Parcel

Town, Address, SPAN, Local ID



SHARON  
LINE

687 Chapel Hill Road

43°47'05"N 72°21'40"W



Sharon Tax map Laid over orthophoto

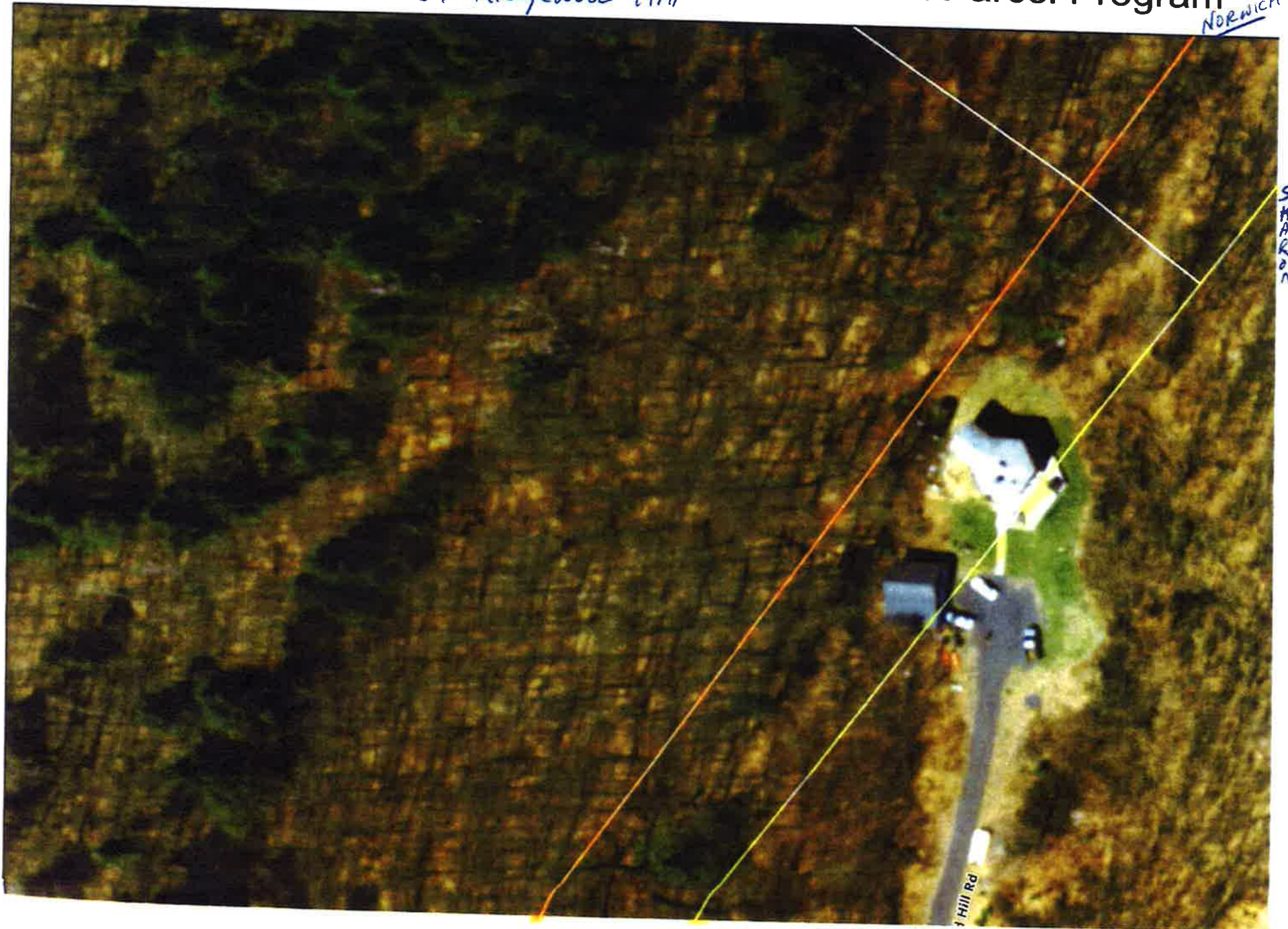
Norwich Tax map ~~with~~ Laid over Orthophoto

Parcel # 03-021,000

66 Ridgewood Hill

# Vermont Parcel Program

NORWICH



**DRAFT Minutes of the Norwich Selectboard Regular Meeting**  
**Wednesday, April 24, 2024**

**Members via Zoom:** Roger Arnold, Marcia Calloway, and Mary Layton and Pamela Smith all attending via Zoom. Priscilla Vincent was understandably absent.

**Others Participating via Zoom:** Brennan Duffy, Town Manager; Chris Kaufman, DPW Director; Linda Gray; Matthew Stuart; Patrick Bradley; Irv Thomae; Gail Torkelson; Jeff Goodrich; Christian Spalding; Kris Clement; Andy Scherer; and Brian Loeb.

The Chair called the meeting to order at 6:32pm. Prior to conducting any Selectboard business, the Chair asked for a moment of silence to honor the passing of Jonathan Vincent, who most recently was serving as a Lister.

**1. Agenda**

Layton moved (2<sup>nd</sup> Arnold) to approve the agenda. Yes – Arnold, Layton, and Smith; No – Calloway.

**2. Chair's Report**

Smith stated that she has met with the Town Manager and Assistant Town Manager to review the agenda.

**3. Public Comments – None**

**4. Selectboard and Town Manager Goals**

The Board reviewed the 2024 Town Manager Annual Performance Evaluation in the packet drafted by Calloway. The discussion centered around Human Resource assistance; recruitment and retention strategies as well as filling open staff positions; recommendations from the auditor; and protection of the Town Manager's time. Smith stated that she felt there are areas of responsibility that lie solely with the Selectboard and that she was anticipating separate Goals and Objectives for the Selectboard, as well as Goals and Objectives for the Town Manager that would be incorporated in a Town Manager's performance evaluation. Layton concurred that there are discreet tasks that are solely the responsibility of the Selectboard. Layton moved (2<sup>nd</sup> Arnold) to accept the 2024 Town Manager Annual Performance Evaluation as a first read. Yes – Arnold, Calloway, Layton and Smith.

**5. Committee Appointments**

The Selectboard interviewed applicants for open positions on committees, commissions and boards.

- Layton moved (2<sup>nd</sup> Calloway) to appoint Linda Gray to the Development Review Board for a 3-year term ending April 30, 2027. Yes – Arnold, Calloway, Layton and Smith.

- Layton moved (2<sup>nd</sup> Arnold) to appoint Matthew Stuart to the Development Review Board for a 3-year term ending April 30, 2027. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to appoint Patrick Bradley to the Development Review Board for a 3-year term ending April 30, 2027. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Arnold) to appoint Sue Pitiger to the Development Review Board for a 3-year term ending April 30, 2027. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to appoint Irv Thomae to the EC Fiber Governing Board for a 1-year term ending April 30, 2025. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to appoint Linda Gray to the Development Review Board for a 3-year term ending April 30, 2027. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to appoint Gail Torkelson to the Historic Preservation Commission for a 1-year term ending April 30, 2025. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to appoint Jeff Goodrich to the Planning Commission for a 4-year term ending April 30, 2028. Yes – Calloway, Layton and Smith; No – Arnold.
- Layton moved (2<sup>nd</sup> Calloway) to appoint Christian Spalding to the Planning Commission for a 4-year term ending April 30, 2028. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to appoint Andy Scherer to the Solid Waste Committee for a 3-year term ending April 30, 2027. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to appoint Matt Hall as Tree Warden for a 1-year term ending March 31, 2025. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Arnold) to appoint Brian Loeb as the Norwich representative to the Two Rivers Ottawaquechee Regional Commission for a 1-year term ending April 30, 2025. Yes – Arnold, Calloway, Layton and Smith.

Smith will work with the Town Manager and Assistant Town Manager to develop a list of unfilled positions to continue the work of advertising and recruiting applicants for all remaining vacancies.

## **6. DPW Grants in Aid**

Duffy explained that this is an annual submission to request State funding for road and culvert work. Chris Kaufman stated that the Grants in Aid and the Better Roads Grant programs will be combined next year, which will simplify the process and reduce the workload.

Layton moved (2<sup>nd</sup> Calloway) to authorize the Town Manager to sign the Letter of Intent to Participate in the SFY25 Municipal Roads Grants-in-Aid Program on behalf of the Town of Norwich. Yes – Arnold, Calloway, Layton and Smith.

## **7. DPW Culvert Bid Recommendation**

Chris Kaufman presented the information regarding culvert work that was put out to bid. SB members commended Kaufman for providing a very detailed summary. Work is expected to start in May and be completed sometime in June 2024. Smith expressed concern about paying for this work from the Culverts Fund prior to its establishment on July 1, 2024, as approved by the voters.

- Layton moved (2<sup>nd</sup> Calloway) to authorize the Town Manager to contract with Daniels Construction in the amount of \$12,500 for the replacement of the Route 132 culvert with funds from the Culverts Fund that will be established on July 1, 2024 with a final cost to the Town of \$2,500 after reimbursement of \$10,000 from the VTrans 2024 Better Roads Grant. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to authorize the Town Manager to contract with Daniels Construction in the amount of \$52,450 for the replacement of 4 Turnpike Road culverts with funds from the Culvert Fund that will be established on July 1, 2024 with a final cost to the Town of \$24,950 after reimbursement of \$27,500 from the VTrans Grants-in-Aid Grant. Yes – Arnold, Calloway, Layton and Smith.

## **8. Police Department Request to Expend Special Equipment Reserve Funds**

Duffy explained that this request is for equipment that needs to be installed to complete the body camera acquisition.

Layton moved (2<sup>nd</sup> Calloway) to authorize the expenditure of \$1,400 from the Police Special Equipment Reserve Fund #21 for 4 Sierra Wireless Modems as part of the body camera installation. Yes – Calloway, Layton and Smith; No – Arnold.

## **9. Receipt of Correspondence**

Correspondence was received from our auditors, Sullivan & Powers, as a function of the single audit conducted for the ARPA funds. Suzannah Ciernia invited residents to attend a free showing of “Kiss the Ground” on April 25, 2024 at 7pm at the Unitarian Universalist Church. Phillip Zea submitted his resignation from the Historic Preservation Commission after 5 years of service. The SB thanks Phillip Zea for his



service. John Farrell submitted a request for reimbursement for replacement of mailboxes damaged during the plowing season. Duffy stated that it is the Town's policy to provide reimbursement. Steven Hepburn submitted an email questioning if the Chair had violated the Conflict of Interest Policy by not recusing when her husband, Will Smith, applied for appointment to the Energy Committee. Smith stated that she had consulted the Town's policy on Conflict of Interest. She felt the standard of "substantial personal or financial gain" did not apply in this instance as the Energy Committee does not receive a stipend and there was nothing to be gained personally from her husband's appointment. Ultimately, Will Smith was not a finalist for appointment and therefore, the Chair did not cast a vote for her husband. Layton moved (2<sup>nd</sup> Calloway) to accept all correspondence. Yes – Arnold, Calloway, Layton and Smith.

#### **10. Approval of April 10, 2024 Minutes**

SB members thanked Layton for drafting the April 10, 2024 minutes and commended her for a job well done. Only one correction was offered on Item #11 - Arnold voted "No" on that motion. Layton moved (2<sup>nd</sup> Calloway) to approve the April 10, 2024 minutes as amended. Yes – Arnold, Calloway, Layton and Smith.

#### **11. Approval of AP Warrants**

- Layton moved (2<sup>nd</sup> Calloway) to approve AP Warrant number 1120 in the amount of \$95,510.83 to be paid from the General Fund. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to approve AP Warrant number 1117 in the amount of \$65,937.85 to be paid from the General Fund. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to approve AP Warrant number 1118 in the amount of \$3,060.10 to be paid from the Police Cruiser Reserve Fund #11. Yes – Arnold, Calloway, Layton and Smith.
- Layton moved (2<sup>nd</sup> Calloway) to approve AP Warrant number 1119 in the amount of \$8,100.00 to be paid from the Operational Development and Performance Reserve Fund #51. Yes – Arnold, Calloway, Layton and Smith.

#### **12. Draft Policy – Resolutions and Letters of Support – 2<sup>nd</sup> Read**

Layton questioned whether we could/should add an option for residents to petition for a resolution of interest to the residents that could be of a political nature to appear as an Article on the Town Warrant. Calloway will research this topic and redraft this policy for consideration at the May 8 SB Meeting.

#### **13. Town Manager's Report**

Duffy provided an outline of his report in the packet. Several applications were received for Planning & Zoning Director, however, none of the applicants were

selected. Chief Romei will be presenting a proposal at the May 8 meeting for acquiring two cruisers that were approved in the FY25 budget. The DPW Director and the TM met with FEMA representatives to discuss current project status and reimbursement process. Work continues on finding an Administrative Assistant for the TM's office shared with DPW, hiring a structural engineer for the Olcott Road bridge and design plans for Hemlock Road and the installation of an inclinometer. The Personnel Policies have been redrafted following the VLCT model that was available last year when the revision process started. The SB expressed a desire to have the draft policies reviewed by Town Counsel. Duffy hopes to have a draft ready for SB review during May with the goal of ratifying the new policies before the start of the new fiscal year on July 1, 2024, if at all possible. The energy audit of Tracy Hall should be ready by mid-May. This audit will be provided to Studio Nexus to incorporate in their overall plan for Tracy Hall improvements. The VCDP grant application, FERC letter, and the annual ARPA report were all successfully submitted. A meeting has been scheduled with a representative of the Fire District's Prudential Committee, the Fire Chief and the TM to discuss the fire hydrant rental charges. An RFP has been issued for design of the proposed walkability corridor on Beaver Meadow Road. The Conservation Commission has issued a statement that the Emerald Ash Borer is now present in Norwich. Work will begin in earnest to establish the extent of the problem and possible solutions.

**14. Committee and Department Head Reports**

Reports were submitted by the Finance office, the Fire Chief, Police Chief and Recreation Director. Smith noted that Town spending of 73.31% as of March 31, 2024 is slightly under the 75% expected at the 9-month mark.

**15. Adjournment**

Layton moved (2<sup>nd</sup> Calloway) to adjourn at 9:42pm. Yes – Arnold, Calloway, Layton and Smith.

Respectfully submitted,

Pamela T. Smith  
Selectboard Chair

Approved \_\_\_\_\_, 2024

05/03/24  
11:39 amTown of Norwich Accounts Payable  
Check Warrant Report # 1121 Current Prior Next FY Invoices For Fund (General)  
For Check Acct 03(General) All check #s 05/08/24 To 05/08/24 & Fund 01Page 1 of 5  
ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ADKINS	04/17/24	ADKINS PRINTING CO., INC. TC-INDEX CARDS 10097	01-5-100610.00 OFFICE SUPPLIES	23.00	14662	05/08/24
AMERICAN	04/23/24	AMERICAN ROCK SALT CO., L DPW-ICE CONTROL SALT 0764283	01-5-703201.00 SALT & CHEMICALS	9545.91	14663	05/08/24
ANYTIME	04/26/24	ANYTIME CARPET CARE & CLE PD-STATION CLEANING 963745	01-5-485304.00 CLEANING	410.00	14664	05/08/24
BETHELMIL	04/09/24	BETHEL MILLS DPW-SPRAY PAINT 225611/7	01-5-703507.00 SUPPLIES	15.98	14665	05/08/24
BETHELMIL	04/02/24	BETHEL MILLS DPW-COLD PATCH 254505/6	01-5-703211.00 ASPHALT PRODUCTS	119.94	14665	05/08/24
BETHELMIL	04/02/24	BETHEL MILLS DPW-ASSRTD SUPPLIES 254520/6	01-5-703513.00 TOOLS	64.97	14665	05/08/24
BETHELMIL	04/12/24	BETHEL MILLS DPW-BATTERIES 256442/6	01-5-703507.00 SUPPLIES	19.99	14665	05/08/24
BETHELMIL	04/15/24	BETHEL MILLS DPW-KEY 256777/6	01-5-703507.00 SUPPLIES	7.98	14665	05/08/24
BETHELMIL	04/16/24	BETHEL MILLS DPW-LIGHTERS 257008/6	01-5-703513.00 TOOLS	3.99	14665	05/08/24
BETHELMIL	04/16/24	BETHEL MILLS DPW-BLUE RHINO TANK 257011/6	01-5-703513.00 TOOLS	21.99	14665	05/08/24
BETHELMIL	04/16/24	BETHEL MILLS DPW-ASSRTD SUPPLIES 257142/6	01-5-703511.00 REPAIRS & MAINTENANCE	26.98	14665	05/08/24
BETHELMIL	04/24/24	BETHEL MILLS DPW-FITTING BRUSHES 258725/6	01-5-703513.00 TOOLS	18.98	14665	05/08/24
BETHELMIL	04/26/24	BETHEL MILLS DPW-TARPS 259251/6	01-5-703403.00 PARTS & SUPPLIES	157.92	14665	05/08/24
BLAKTOP	04/18/24	BLAKTOP INC DPW-GREEN PATCH 32951	01-5-703211.00 ASPHALT PRODUCTS	158.27	14666	05/08/24
BOUNDTREE	04/09/24	BOUND TREE MEDICAL LLC FD-MEDICAL SUPPLIES 85308813	01-5-555424.00 EMS TOOLS/ EQUIP	659.49	14667	05/08/24
SWENBR	04/22/24	BRIE SWENSON P&R-ASSRTD SUPPLIES 422EMPRIEMB	01-5-425211.00 EQUIPMENT	341.18	14668	05/08/24
SWENBR	04/22/24	BRIE SWENSON P&R-ASSRTD SUPPLIES 422EMPRIEMB	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	33.00	14668	05/08/24
BUSINESS	04/11/24	BUSINESS CARD TH-VACUUM BAGS 0132238	01-5-706109.00 BUILDING SUPPLIES	26.65	14669	05/08/24
BUSINESS	03/29/24	BUSINESS CARD P&R-APRONS 4727419	01-5-425211.00 EQUIPMENT	50.99	14669	05/08/24
BUSINESS	04/11/24	BUSINESS CARD TH-LIGHT LAMPS 5017818	01-5-706109.00 BUILDING SUPPLIES	59.32	14669	05/08/24
BUSINESS	04/30/24	BUSINESS CARD PD-STANDARD ANNUAL PLAN INV06984096	01-5-500501.00 ADMINISTRATION	114.35	14669	05/08/24
BUSINESS	04/30/24	BUSINESS CARD PD-STANDARD ANNUAL PLAN INV06984097	01-5-500501.00 ADMINISTRATION	114.35	14669	05/08/24
BUSINESS	04/20/24	BUSINESS CARD TH-APRIL '24 ZOOM INV253501270	01-5-275627.00 Remote Meeting Services	537.81	14669	05/08/24
LINDBERG	04/24/24	CHERYL A LINDBERG TREAS-CHERYL CONF ROOM 424EMPRIEMB	01-5-005615.00 DUES/MTS/EDUC	460.21	14670	05/08/24
COMCAST	04/20/24	COMCAST DPW-MAY '24 INTERNET 0420DPWINT	01-5-703505.00 TELEPHONE	236.80	14671	05/08/24

05/03/24

## Town of Norwich Accounts Payable

Page 2 of 5

11:39 am

Check Warrant Report # 1121 Current Prior Next FY Invoices For Fund (General)  
For Check Acct 03(General) All check #s 05/08/24 To 05/08/24 & Fund 01

ashleyw

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
COOP	04/23/24	COOP SERVICE CENTER	PD-CRUISER MAINTENANCE 22248	01-5-500306.00 CRUISER MAINT	274.30	14672	05/08/24
COOP	04/23/24	COOP SERVICE CENTER	PD-CRUISER MAINTENANCE 22267	01-5-500306.00 CRUISER MAINT	120.00	14672	05/08/24
DEADRIVER	04/16/24	DEAD RIVER COMPANY	TH-HEATING OIL 83889	01-5-706103.00 HEATING	816.04	14673	05/08/24
DELTA DEN	04/15/24	DELTA DENTAL	TH-MAY '24 DENTAL INS MAY24DENTAL	01-5-703125.00 DENTAL INSURANCE	243.40	14674	05/08/24
DELTA DEN	04/15/24	DELTA DENTAL	TH-MAY '24 DENTAL INS MAY24DENTAL	01-5-704125.00 DENTAL INSURANCE	103.71	14674	05/08/24
DELTA DEN	04/15/24	DELTA DENTAL	TH-MAY '24 DENTAL INS MAY24DENTAL	01-5-100125.00 DENTAL INSURANCE	67.73	14674	05/08/24
DELTA DEN	04/15/24	DELTA DENTAL	TH-MAY '24 DENTAL INS MAY24DENTAL	01-5-500125.00 DELTA DENTAL	71.96	14674	05/08/24
DELTA DEN	04/15/24	DELTA DENTAL	TH-MAY '24 DENTAL INS MAY24DENTAL	01-5-555126.00 DENTAL INSURANCE	67.73	14674	05/08/24
DELTA DEN	04/15/24	DELTA DENTAL	TH-MAY '24 DENTAL INS MAY24DENTAL	01-5-005125.00 DENTAL INSURANCE	239.46	14674	05/08/24
DELTA DEN	04/15/24	DELTA DENTAL	TH-MAY '24 DENTAL INS MAY24DENTAL	01-5-100125.00 DENTAL INSURANCE	107.46	14674	05/08/24
DELTA DEN	04/15/24	DELTA DENTAL	TH-MAY '24 DENTAL INS MAY24DENTAL	01-5-200125.00 DENTAL INSURANCE	71.96	14674	05/08/24
ECFIBER	05/01/24	ECFIBER	FD-INTERNET 2405-0259437	01-5-555625.00 TELEPHONE & INTERNET	76.00	14675	05/08/24
EVANSMOTO	04/18/24	EVANS GROUP, INC.	DPW-DIESEL 275 GALS 0062648-IN	01-5-703405.00 PETROLEUM PRODUCTS	791.33	14676	05/08/24
EVANSMOTO	04/24/24	EVANS GROUP, INC.	DPW-DIESEL 150 GALS 0062790-IN	01-5-703405.00 PETROLEUM PRODUCTS	434.43	14676	05/08/24
FIRSTLIGH	04/15/24	FIRSTLIGHT FIBER	TH-APRIL '24 PHONE 16993650	01-5-350531.00 TELEPHONE	2.14	14677	05/08/24
FIRSTLIGH	04/15/24	FIRSTLIGHT FIBER	TH-APRIL '24 PHONE 16993650	01-5-300531.00 TELEPHONE	1.57	14677	05/08/24
FIRSTLIGH	04/15/24	FIRSTLIGHT FIBER	TH-APRIL '24 PHONE 16993650	01-5-705505.00 TELEPHONE	1.02	14677	05/08/24
FIRSTLIGH	04/15/24	FIRSTLIGHT FIBER	TH-APRIL '24 PHONE 16993650	01-5-425127.00 TELEPHONE	0.94	14677	05/08/24
FIRSTLIGH	04/15/24	FIRSTLIGHT FIBER	TH-APRIL '24 PHONE 16993650	01-5-100531.00 TELEPHONE	6.02	14677	05/08/24
FIRSTLIGH	04/15/24	FIRSTLIGHT FIBER	TH-APRIL '24 PHONE 16993650	01-5-275531.00 TELEPHONE	0.94	14677	05/08/24
FIRSTLIGH	04/15/24	FIRSTLIGHT FIBER	TH-APRIL '24 PHONE 16993650	01-5-005531.00 ADMIN TELEPHONE	2.04	14677	05/08/24
FIRSTLIGH	04/15/24	FIRSTLIGHT FIBER	TH-APRIL '24 PHONE 16993650	01-5-200531.00 TELEPHONE	4.82	14677	05/08/24
GMPC	04/17/24	GREEN MOUNTAIN POWER CORP	ACDMY RD LTS 05119200003 0417ACDMYRD	01-5-703307.00 STREETLIGHTS	41.92	14678	05/08/24
GMPC	04/25/24	GREEN MOUNTAIN POWER CORP	MN ST TWR 35066725603 0425MNSTTWR	01-5-575233.00 TOWER POWER	179.62	14678	05/08/24
GMPC	04/25/24	GREEN MOUNTAIN POWER CORP	SS-TRNPK RD 75726000005 0425TRNPKRD	01-5-500204.00 SPEED SIGNS	3.08	14678	05/08/24

05/03/24

## Town of Norwich Accounts Payable

Page 3 of 5

11:39 am

Check Warrant Report # 1121 Current Prior Next FY Invoices For Fund (General)  
For Check Acct 03(General) All check #s 05/08/24 To 05/08/24 & Fund 01

ashleyw

Vendor	Invoice Date	Invoice Description	Invoice Number	Account	Amount Paid	Check Number	Check Date
GMPC	04/25/24	GREEN MOUNTAIN POWER CORP	11 FRHOUSE LN 70966000005	01-5-485233.00	185.11	14678	05/08/24
			42511FRHOUSE	ELECTRICITY			
GMPC	04/25/24	GREEN MOUNTAIN POWER CORP	24 NW BSTN RD 14695000001	01-5-705501.00	74.03	14678	05/08/24
			42524NWBSTN	ELECTRICITY			
GMPC	04/25/24	GREEN MOUNTAIN POWER CORP	300 MN ST BND 95726000003	01-5-706101.00	3.08	14678	05/08/24
			425300MNSTBN	ELECTRICITY			
GMPC	04/25/24	GREEN MOUNTAIN POWER CORP	SS-UNN VLG RD 85726000004	01-5-500204.00	3.29	14678	05/08/24
			425UNNVLLG	SPEED SIGNS			
IRVINGOIL	04/16/24	IRVING ENERGY	DPW-PROPANE 769.7 GALS	01-5-703503.00	1028.17	14680	05/08/24
			650822	PROPANE			
LEAF	04/30/24	LEAF CAPITAL FUNDING, LLC	PD-COPIER LEASE	01-5-500501.00	82.00	14682	05/08/24
			16462051	ADMINISTRATION			
LYNNWOOD	04/30/24	LYNNWOOD ANDREWS	NCC-PLANTING PURCH	01-5-650635.00	489.65	14683	05/08/24
			430EMPREIMB	MILT FRYE NATURE AREA			
NAT'L INS	04/15/24	MADISON NATIONAL LIFE INS	TH-MAY '24 LIFE INS	01-5-555124.00	62.73	14684	05/08/24
			1619294	DISABILITY/LIFE INSURANCE			
NAT'L INS	04/15/24	MADISON NATIONAL LIFE INS	TH-MAY '24 LIFE INS	01-5-703124.00	285.71	14684	05/08/24
			1619294	DISABILITY/LIFE			
NAT'L INS	04/15/24	MADISON NATIONAL LIFE INS	TH-MAY '24 LIFE INS	01-5-500124.00	145.97	14684	05/08/24
			1619294	DISABILITY/LIFE INS			
NAT'L INS	04/15/24	MADISON NATIONAL LIFE INS	TH-MAY '24 LIFE INS	01-5-200124.00	119.53	14684	05/08/24
			1619294	DISABILITY/LIFE INS			
NAT'L INS	04/15/24	MADISON NATIONAL LIFE INS	TH-MAY '24 LIFE INS	01-5-005124.00	149.04	14684	05/08/24
			1619294	DISABILITY/LIFE INSUR			
NAT'L INS	04/15/24	MADISON NATIONAL LIFE INS	TH-MAY '24 LIFE INS	01-5-425124.00	65.52	14684	05/08/24
			1619294	DISABILITY/LIFE INSUR			
NAT'L INS	04/15/24	MADISON NATIONAL LIFE INS	TH-MAY '24 LIFE INS	01-5-100124.00	110.98	14684	05/08/24
			1619294	DISABILITY/LIFE INS			
NAT'L INS	04/15/24	MADISON NATIONAL LIFE INS	TH-MAY '24 LIFE INS	01-5-704124.00	94.35	14684	05/08/24
			1619294	DISABILITY/LIFE			
MAYER	05/03/24	MAYER & MAYER	Payroll Transfer	01-2-001120.00	25.00	14685	05/08/24
			PR-05/03/24	EMPLOYEE JUDGEMENT ORDER			
PBA	05/01/24	NEW ENGLAND PBA, INC	TH-UNION DUES	01-2-001117.00	225.36	14686	05/08/24
			37361	UNION DUES PAYABLE			
NORFIREDI	04/04/24	NFD-WATER DEPT	P&R-TRNPK QRTLRY WATR USE	01-5-425332.00	92.79	14687	05/08/24
			404TRNPKWTR	WATER USAGE			
NRRA	04/25/24	NORTHEAST RESOURCE RECOVE	DPW-RELEASE #708258	01-5-705305.00	207.00	14688	05/08/24
			137937	RECYCLING			
NORWICHCC	04/24/24	NORWICH CONGREGATIONAL CH	P&R-COOKING CLASSES	01-5-425219.00	50.00	14689	05/08/24
			424COOKCLASS	M.CROSS SCHOOL RENTAL FEE			
SABIL	04/08/24	SABIL & SONS INC	DPW-INSPECTION	01-5-703401.00	185.00	14690	05/08/24
			11451	OUTSIDE REPAIRS			
SABIL	04/16/24	SABIL & SONS INC	DPW-INSPECTION	01-5-703401.00	110.00	14690	05/08/24
			11539	OUTSIDE REPAIRS			
SABIL	04/22/24	SABIL & SONS INC	DPW-INSPECTION	01-5-703401.00	75.00	14690	05/08/24
			11589	OUTSIDE REPAIRS			
STANTEC	04/25/24	STANTEC CONSULTING SERVIC	DPW-FEMA HEMLOCK RD	01-5-703703.00	13255.88	14691	05/08/24
			2224490	FEMA GRANT - Hemlock Rd			
STATELINE	04/23/24	STATELINE SPORTS, LLC	P&R-LACROSSE GEAR	01-5-425211.00	298.00	14692	05/08/24
			6998	EQUIPMENT			

05/03/24  
11:39 amTown of Norwich Accounts Payable  
Check Warrant Report # 1121 Current Prior Next FY Invoices For Fund (General)  
For Check Acct 03(General) All check #s 05/08/24 To 05/08/24 & Fund 01Page 4 of 5  
ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
STITZEL	04/23/24	STITZEL PAGE & FLETCHER P TH-MARCH '24 LEGAL 82549	01-5-005305.00 LEGAL	2047.50	14693	05/08/24
HARTFORD	04/18/24	TOWN OF HARTFORD PD-DISPATCH SRVC APR-JUN 13957	01-5-500536.00 DISPATCH SERVICES	16019.75	14694	05/08/24
HARTFORD	04/18/24	TOWN OF HARTFORD PD-MARCH '24 VERIZON 13998	01-5-500536.00 DISPATCH SERVICES	997.05	14694	05/08/24
VTTREASUR	05/01/24	TREASURY OPERATIONS DIVIS TC-DOG LICENSES JAN-APRL 501DOGLICENS	01-2-001121.00 VT ANIMAL RETURN	2205.00	14695	05/08/24
UI INSUR	04/01/24	UI INSURANCE SERVICES, IN FD-INSUANCE POLICY 24-25 10829	01-5-555620.00 FIREFIGHTERS CASUL INS	3610.00	14696	05/08/24
UNIFIRST	04/22/24	UNIFIRST CORPORATION DPW-UNIFORM CLEANING 1070319694	01-5-703311.00 UNIFORMS	277.97	14697	05/08/24
UNIFIRST	04/22/24	UNIFIRST CORPORATION DPW-UNIFORM CLEANING 1070319694	01-5-704311.00 UNIFORMS	80.00	14697	05/08/24
UNIFIRST	04/29/24	UNIFIRST CORPORATION DPW-UNIFORM CLEANING 1070321502	01-5-703311.00 UNIFORMS	277.97	14697	05/08/24
UNIFIRST	04/29/24	UNIFIRST CORPORATION DPW-UNIFORM CLEANING 1070321502	01-5-704311.00 UNIFORMS	80.00	14697	05/08/24
VALLEYNEW	04/23/24	VALLEY NEWS P&Z-LEGAL AD 4434558	01-5-350540.00 ADVERTISING	77.40	14698	05/08/24
VALLEYTUR	04/26/24	VALLEY TURF SERVICES, LLC P&R-FIELD PAINTING 1549	01-5-425200.00 Instructor/Contractor Fee	2200.00	14699	05/08/24
VMERS	04/19/24	VMERS DB Payroll Transfer PR-04/19/24	01-2-001113.00 VMERS GRP C PAYABLE	2575.63	14700	05/08/24
VMERS	04/19/24	VMERS DB Payroll Transfer PR-04/19/24	01-2-001111.00 VMERS GRP B PAYABLE	5227.11	14700	05/08/24
VMERS	05/03/24	VMERS DB Payroll Transfer PR-05/03/24	01-2-001113.00 VMERS GRP C PAYABLE	2548.39	14700	05/08/24
VMERS	05/03/24	VMERS DB Payroll Transfer PR-05/03/24	01-2-001111.00 VMERS GRP B PAYABLE	5050.22	14700	05/08/24
VMCTA	04/23/24	VT MUNICIPAL CLERKS & TRE TC-SPRING TRAINING SESSON 423TRAINING	01-5-100615.00 DUES/MTGS/EDUC	35.00	14701	05/08/24
WBMASON	04/15/24	W.B. MASON CO., INC. TC-STAPLES 245895223	01-5-100610.00 OFFICE SUPPLIES	5.58	14702	05/08/24
WBMASON	04/15/24	W.B. MASON CO., INC. TH-GLOVES 245895223B	01-5-706109.00 BUILDING SUPPLIES	184.14	14702	05/08/24
WBMASON	04/22/24	W.B. MASON CO., INC. PD-OFFICE SUPPLIES 246056881	01-5-485302.00 REPAIRS & MAINTENANCE	177.85	14702	05/08/24
WBMASON	04/26/24	W.B. MASON CO., INC. PD-ASSRTD SUPPLIES 246170778	01-5-485301.00 BUILDING SUPPLIES	61.47	14702	05/08/24
WBMASON	04/26/24	W.B. MASON CO., INC. TS-PRINTER INK 246184589	01-5-705403.00 PARTS & SUPPLIES	35.98	14702	05/08/24
WBMASON	04/29/24	W.B. MASON CO., INC. PD-BINDERS 246199890	01-5-485301.00 BUILDING SUPPLIES	15.77	14702	05/08/24
ZOLL	04/24/24	ZOLL MEDICAL CORP. FD-CPR ELECTRODE PADS 3960413	01-5-555424.00 EMS TOOLS/ EQUIP	482.46	14703	05/08/24

05/03/24  
11:39 am

Town of Norwich Accounts Payable  
Check Warrant Report # 1121 Current Prior Next FY Invoices For Fund (General)  
For Check Acct 03(General) All check #s 05/08/24 To 05/08/24 & Fund 01

Page 5 of 5  
ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
Report Total				78736.10		

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 \$ \*\*\*\*78,736.10  
Let this be your order for the payments of these amounts.

Staff Accountant:

*Ashley Wohler*  
Ashley Wohler

Town Manager:

DocuSigned by:  
*Brennan Duffy*  
D4520EC72DA7484...  
Brennan Duffy

SELECTBOARD:

Pam Smith  
Chair

Mary Layton  
Vice Chair

Priscilla Vincent

Roger Arnold

Marcia Calloway

05/03/24  
11:39 am

Town of Norwich Accounts Payable  
Check Warrant Report # 1122 Current Prior Next FY Invoices For Fund (POLICE CRUISER)  
For Check Acct 03(General) All check #s 05/08/24 To 05/08/24 & Fund 11

Page 1 of 1  
ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
HARDWIRED HARD WIRED AUTO ELECTRONI	04/30/24	PD-INSTALL EQUIPMENT 2874	11-5-500322.00 POLICE CRUISER	468.00	14679	05/08/24
Report Total				468.00		

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 \$ \*\*\*\*\*468.00  
Let this be your order for the payments of these amounts.

Staff Accountant:

*Ashley Wohler*  
Ashley Wohler

Town Manager:

DocuSigned by:  
*Brennan Duffy*  
D4620EC72DA7484...  
Brennan Duffy

SELECTBOARD:

Pam Smith  
Chair

Mary Layton  
Vice Chair

Priscilla Vincent

Roger Arnold

Marcia Calloway



05/03/24

Town of Norwich Accounts Payable

Page 1 of 1

11:39 am

Check Warrant Report # 1123 Current Prior Next FY Invoices For Fund (TOWN REAPPRAISAL FUND)  
For Check Acct 03 (General) All check #s 05/08/24 To 05/08/24 & Fund 12

ashleyw

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
KRT	04/24/24	LISTERS-REAPPRAISAL 2863	12-5-300322.00 REAPPRAISAL	14255.86	14681	05/08/24
Report Total				14255.86		

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 \$ \*\*\*\*14,255.86  
Let this be your order for the payments of these amounts.

Staff Accountant

*Ashley Wohler*  
Ashley Wohler

Town Manager:

DocuSigned by:  
*Brennan Duffy*  
D4520EC72DA7484...  
Brennan Duffy

SELECTBOARD:

Fam Smith  
Chair

Mary Layton  
Vice Chair

Priscilla Vincent

Roger Arnold

Marcia Calloway

Norwich Selectboard Policy on Requests for Statements of Support

Municipalities in Vermont are constrained by law to have no authority beyond that which is given by statute, or that which is necessarily implied by a statute to exercise those granted powers. Therefore, when a municipality is requested to act, it must identify the law that grants the authority and, further, may not conclude that an action is permissible simply because there is no law prohibiting the action. In addition to state law, federal law, including statutes, case law, administrative regulations promulgated by federal or state agencies, and the U.S. Constitution, also often impact the operation of a municipality.

In recognition of these constraints, as well as the purpose of a municipal legislative body to have general supervision of the affairs of the town which are not committed by law to the care of any particular officer, the Norwich Selectboard acknowledges their mandate to abide by the complexity of state and federal laws and to be answerable by vote to the electorate of the town. To that end, and as required by state law, the Selectboard will hear public opinion on matters considered by the public body during meetings, and will hear public comment on other topics as allowed by the Selectboard’s Rules of Procedure. To avoid violation of any protected rights, as well as the appearance of taking a position on any particular topic, the Selectboard will not issue statements of support on any matter not directly related to the work of the town. In cases where exemplary service has been allowed by, and provided to, the town by a citizen, employee or volunteer, the Selectboard may initiate or entertain a request to issue a commendation of thanks and/or acknowledgement for such service.

This policy does not restrict the right of citizens to have a particular issue voted on at an annual town meeting or a special meeting. For such issues, citizens may ask the Selectboard to place an article on the warning on the board’s own motion; or, if the Selectboard decides not to place such an article, it can be done by petition. Information about “Petitioning Your Local Government” for a binding or non-binding article can be found on the Vermont Secretary of State’s website.

Dated this \_\_\_\_\_ day of April, 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notes:** 1. New language pursuant to the SB 4/24/2024 meeting appears as last paragraph, in red font. 2. No website address is provided as they change and have to be updated in documents. 3. This Note will be deleted from any final, approved policy.

Town of Norwich, Vermont



CHARTERED 1761

**MEMO**

**To:** Norwich Selectboard

**From:** Brennan Duffy, Town Manager

**Date:** May 2, 2024

**Re:** Proposal for adding “Juneteenth” as a Town of Norwich holiday

The topic of potentially recognizing Juneteenth National Freedom Day as a Town of Norwich holiday has occurred informally at previous Selectboard meetings. With June 19th quickly approaching I wanted to take this opportunity to formally request the Selectboard review and determine if this holiday should be recognized officially and become a paid day off for Town employees this year and in the future.

For background. “Juneteenth National Freedom Day is a holiday celebrated on June 19 to commemorate the emancipation of enslaved people in the US. The holiday was first celebrated in Texas, where on that date in 1865, in the aftermath of the Civil War, enslaved people were declared free by the U.S. Army under the terms of the 1862 Emancipation Proclamation.” June 19 is also celebrated as Emancipation Day, Freedom Day, Jubilee Day and Black Independence Day across the country.

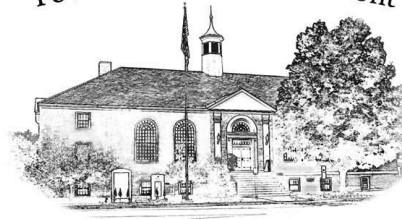
Juneteenth was recognized as a federal holiday in 2021.

In 2007, Vermont designated the third Saturday in June as “Juneteenth National Freedom Day. Title 1 : General Provisions, Chapter 007 : Legal Holidays; Commemorative Days (Cite as: 1 V.S.A. § 375)§ 375. Juneteenth- The third Saturday of the month of June is designated as “Juneteenth National Freedom Day.” (Added 2007, No. 201 (Adj. Sess.), § 2.)

There is currently an initiative in the State legislature to adopt Juneteenth as an official State holiday, with the recent VT Digger article (linked below), providing additional detail. The article references several Vermont communities adopting this locally with Burlington doing so in 2022. <https://vtdigger.org/2024/03/14/vermont-could-become-the-next-state-to-make-juneteenth-an-official-holiday/>

According to our recently completed GovHR Compensation Study, which surveyed comparable Towns, “The number of annual holidays varies from ten (10) to thirteen (13). Norwich provides eleven (11) paid holidays per year.”

Town of Norwich, Vermont



CHARTERED 1761

Should the Selectboard choose to recognize Juneteenth as a new Town holiday, a notice would go out to non-CBA Town employees upon ratification, and a side-letter would be drafted and offered to the NEPBA/CBA employees offering them the opportunity to accept this new paid day off. Prior discussion with the Town's legal counsel indicates that this offer would normally be accepted and should not create any issue or contention.

Due to the time constraints and planning involved, I am proposing that this adoption be considered separately from the ongoing Personnel Policies revision initiative. If approved, the new Juneteenth National Freedom Day holiday would become effective for 2024, and when the entire revised Personnel Policy document is reviewed and ratified, it would become part of the updated Personnel Policies.

Thank you for your consideration of this topic.