

Norwich Selectboard

Regular Meeting: Wednesday, July 9, 2025 – 6:30 p.m.

Tracy Hall Multi-Purpose Room

This meeting is being 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. Animal Control Ordinance – Discussion/Possible Motion (15 mins)
5. Jones Circle Historic District National Register Nomination – Discussion/Possible Motion (5 mins)
6. Hanover Ambulance Contract – Discussion/Possible Motion (5 mins)
7. Tracy Hall Improvements – Discussion/Possible Motion (10 mins)
8. Committee Reporting – Discussion/Possible Motion (10 mins)
9. Selectboard Handbook – Discussion/Possible Motion (20 mins)
10. Strategic Planning – Discussion (15 mins)
11. Lister Contract Extension/Post Reappraisal Listers Budget Implications – Discussion/Possible Motion (15 mins)
12. Half Step Beer & Wine Liquor License Renewal – Discussion/Possible Motion (5 mins)
13. Approve Minutes – June 25, 2025 – Discussion/Possible Motion (5 mins)
14. AP Warrants – Discussion/Possible Motion (5 mins)
15. Receipt of Correspondence – Discussion/Possible Motion (5 mins)
16. Adjournment – Motion

Future Meeting Dates and Potential Topics

Day	Date	Meeting Type	Time & Content	Other Notes
Wednesday	7/23/2025	Regular: Zoom & JAM	6:30 p.m. Selectboard business	• Affordable Housing Subcommittee Discussion
Wednesday	8/13/2025	Regular: Zoom & JAM	6:30 p.m. Selectboard business	• Purchasing Policy

Ongoing and Future Work

Town Manager's Office

- Tracy Hall Improvement Project
- Cellular Service Initiative

Selectboard

- Purchasing Policy Review
- Tracy Hall Planning
- Handbook for Committees, Commissions & Boards
- Conflict of Interest Policy
- Website Policy & Issues

ORDINANCE REGULATING DOGS, WOLF-HYBRIDS, and DOMESTIC PETS
Town of Norwich, Vermont
2025

SECTION 1. AUTHORITY. This ordinance is adopted by the Town of Norwich under authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10), (14), and (15), and 24 V.S.A. Chapter 59.

SECTION 2. PURPOSE. The purpose of this ordinance is to regulate the keeping of dogs and wolf hybrids and to provide for their leashing, muzzling, restraint, impoundment, and destruction, to protect the public health and safety of the Town and preserve the quiet enjoyment of its residents' homes and properties.

SECTION 3. DEFINITIONS. For purposes of this ordinance, the following words and phrases shall apply:

“Dog” means any member of the canine species. For purposes of this ordinance, this term shall also include “wolf-hybrids” and “working farm dogs” except as otherwise stated.

“Domestic animal” means cattle, sheep, goats, equines, deer, American bison, swine, poultry, pheasant, Chukar partridge, Coturnix quail, psittacine birds, ferrets, camelids, ratites (ostriches, rheas, and emus), and water buffalo. The term shall include cultured fish propagated by commercial fish farms.

“Domestic pet” or “pet” means any domestic dog, domestic cat, or ferret.

“Enforcement Officer” means any Police Officer, Animal Control Officer, Humane Officer, or any other person designated as an Enforcement Officer by the Selectboard.

“Impoundment” means being held by the Town at a place designated by the Selectboard. Such a place may or may not be operated by the Town and may or may not be within Town limits.

“Owner” means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.

“Potentially vicious dog” means a dog that, while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.

“Premises” means the home and real property of the dog owner.

“**Running at large**” means that a dog is not:

- a. on a leash; or
- b. in a vehicle; or
- c. on the owner’s premises; or
- d. on the premises of another person with that person’s permission; or
- e. clearly under the verbal or non-verbal control of its owner.

“**Wolf hybrid**” means an animal that:

- a. is the progeny of a dog and a wolf (*Canis lupus* or *Canis rufus*); or
- b. is advertised or otherwise described or represented to be a wolf hybrid; or
- c. exhibits primary physical and/or behavioral wolf characteristics.

“**Working farm dog**” means a dog that:

- a. is bred or trained to herd or protect livestock or poultry or to protect crops; and
- b. is used for those purposes; and
- c. is registered as a working farm dog pursuant to State law.

SECTION 4: GENERAL PROVISIONS: Each person owning and/or keeping Dogs, Domestic Animals or Domestic Pets within the Town of Norwich shall bear sole responsibility for the actions of his or her animal(s).

A. **Prohibitions.** An owner of a Dog, Domestic animal or Domestic Pet shall not allow, permit, or suffer such creature to create a nuisance. The following activities shall be deemed nuisances:

1. Lack of current license and/or rabies tag

A dog, or wolf hybrid without a collar or harness with a current license and/or valid rabies tag securely attached.

2. Running at large: A dog or wolf hybrid running at large in the Town.

3. Failure to remove waste

A dog or wolf-hybrid that defecates in any public area or on the private premises of another person and whose owner does not immediately remove the fecal material and dispose of it in a sanitary manner.

4. Unconfined dog in heat

A female dog or wolf hybrid in heat not confined to a building or other secured enclosure, except while under the direct control of the owner.

5. Disturbing the Peace

A Dog or Domestic Pet that disturbs the quiet, comfort and repose of others by barking, whining, calling, or howling for a continuous period of 60 minutes or more. This specific regulation shall not apply to dogs in a kennel or boarding facility which has received a zoning permit under the Town’s Zoning Regulations. The zoning permit will govern the use of the kennel or boarding facility.

6. Potentially vicious dog

A dog that while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real

property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.

- B. Exemptions for Working Dogs.** The provisions of the sections pertaining to running at large and disturbing the peace shall not apply to working farm dogs if the working farm dog is:
1. barking to herd or protect livestock or poultry or to protect crops; or
 2. running at large to herd or protect livestock or poultry or to protect crops.

SECTION 5. COLLAR AND LICENSE.

General: Each dog shall be licensed according to the laws of this State and shall wear a collar or harness with the current license attached. A dog that is visiting from out of state must wear a collar or harness with a current license from its home state attached. A dog found without a collar or harness and license shall be in violation of this Ordinance and may be immediately impounded.

Licensing: All dogs and wolf hybrids kept within the Town of Norwich must be licensed by the Town Clerk, in accordance with the provisions and fee schedule described in VSA T20, §3581. All animals will be licensed by April 1 each year. A penalty of 50% of the Town Portion of the license fee will be added after April 1. All dogs and wolf hybrids will be licensed as follows:

- A. Licensing fees shall be according to Statute.**
- B. By April 15, the Town Clerk will prepare a list of licenses issued during the current year and a list of those animals licensed in the previous year that have not yet been licensed in the current year (T20, §3590). The Town Clerk will notify each owner of an animal thus identified that the animal is unlicensed and will explain the penalties involved. This notice may be in writing or by telephone.
- C. When a designated animal control officer or Norwich Police find an animal that is unlicensed for the current period, they will inform the owner in writing of the need to license and the penalties that will be collected.
- D. Failure to license by June 1st shall result in a \$100 fine + the License Cost, collected at licensing.

SECTION 6. ENFORCEMENT.

- A. A violation of this Ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in the Windsor County Superior Court, at the election of the Enforcement Officer.

- B. Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer shall have authority to issue tickets and represent the Town at any hearing.
- C. Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The Town may pursue all appropriate injunctive relief.

SECTION 7. PENALTIES AND COSTS.

- A. The Enforcement Officer is authorized to recover civil penalties for violations of this Ordinance in the following amounts for each violation:

Failure to remove waste

1st Offense:	Warning or \$50 Fine	Waiver Fee: \$25
2nd Offense:	\$50 fine	Waiver Fee: \$25
3rd Offense:	\$75 fine	Waiver Fee: \$37.50
4 th and Subsequent Offense:	\$100 fine	Waiver Fee: N/A

Disturbing the peace*

1st Offense:	Warning or \$50 Fine	Waiver Fee: \$25
2nd Offense:	\$50 fine	Waiver Fee: \$25
3rd Offense:	\$75 fine	Waiver Fee: \$37.50
4 th and Subsequent Offense:	\$100 fine	Waiver Fee: N/A

Unconfined Dog in Heat*

1st Offense:	Warning or \$50 Fine	Waiver Fee: \$25
2nd Offense:	\$50 fine	Waiver Fee: \$25
3rd Offense:	\$75 fine	Waiver Fee: \$37.50
4 th and Subsequent Offense:	\$100 fine	Waiver Fee: N/A

Lack of current license and/or rabies tag

\$100 + the cost of the License [See Section 5 for details]

Running at large*

1st Offense:	Warning or \$50 Fine	Waiver Fee: \$25
2nd Offense:	\$50 fine	Waiver Fee: \$25
3rd Offense:	\$75 fine	Waiver Fee: \$37.50
4 th and Subsequent Offense:	\$100 fine	Waiver Fee: N/A

Potentially vicious dog

1st Offense:	Warning or \$50 Fine	Waiver Fee: \$25
2nd Offense:	\$50 fine	Waiver Fee: \$25
3rd Offense:	\$75 fine	Waiver Fee: \$37.50
4 th and Subsequent Offense:	\$100 fine	Waiver Fee: N/A

Confinement in Vehicle*

1st Offense:	Warning or \$50 Fine	Waiver Fee: \$25
2nd Offense:	\$50 fine	Waiver Fee: \$25
3rd Offense:	\$75 fine	Waiver Fee: \$37.50
4 th and Subsequent Offense:	\$100 fine	Waiver Fee: N/A

Recreation Area Violation*

1st Offense:	Warning or \$50 Fine	Waiver Fee: \$25
2nd Offense:	\$50 fine	Waiver Fee: \$25
3rd Offense:	\$75 fine	Waiver Fee: \$37.50
4 th and Subsequent Offense:	\$100 fine	Waiver Fee: N/A

*Plus Impound Fees to Pound and \$100 Impound Fee to Town if impounded.

B. Determining the sequences of offenses for violations of this Ordinance shall be as follows: a subsequent violation that is identical to, and that occurs within 12 months of, a previous violation shall be considered a higher offense (i.e., second, third, or subsequent offense). Any subsequent identical violation that occurs after 12 months of a previous identical violation shall be considered a new first offense. (Rolling 12-month cycle)

C. Reckless Dog Owner. Any owner who has violated this Ordinance 5 times, whether the offenses are identical or not, within a 12-month period shall provide proof to the Enforcement Officer of successful completion of a behavior modification program, pre-approved by the Selectboard, and designed to improve the owner's understanding of dog ownership responsibilities, within 3 months from the date of notification. The Enforcement Officer shall issue a notification of this requirement, in writing by regular mail, postage prepaid, to the owner's last known address. Failure to provide such certification within the time allotted shall subject the offending dog(s) to immediate seizure and impoundment.

SECTION 8. IMPOUNDMENT.

A. Designated Pound

Annually, or more frequently, if necessary, the Town Manager shall designate the place for impoundment.

B. Grounds for Impoundment. Any dog may be immediately impounded if the dog:

1. has been determined by an Enforcement Officer to be a "potentially vicious dog," which presents an imminent danger to people or other animals;
2. has reportedly bitten a person anywhere, including on the premises of its owner;
3. is in violation of State licensing law;

4. has an unknown rabies vaccination history or is suspected of having been exposed to rabies;
5. is running at large;
6. is an unconfined dog in heat; or
7. is found without a collar or harness and license.

C. **Notice of Impoundment.** The officer who impounds a dog shall, within twenty-four (24) hours, give notice to the owner thereof either personally, by telephone call, or by regular mail postage prepaid at the owner's last known address. Such notice shall inform the owner of the nature of the violations, the dog's location, and the necessary steps to have it returned to the owner.

If the owner of the dog is unknown, the officer who impounds a dog shall, within twenty-four (24) hours of impoundment, post a public notice. Notification shall be posted in the town clerk's office and other usual places for public notice for a ten (10) calendar day period. The public notice shall include a description of the dog, including any significant marks of identification, and when and where it was impounded or found by the person placing the dog in the town's custody. The public notice must also declare that, unless the owner 1) claims the dog, 2) pays all expenses incurred by the town for treatment, boarding and care of the dog, and any applicable penalties, and 3) takes all necessary remedial action within ten (10) calendar days following posting, the town may place the dog in an adoptive home or transfer it to a humane society or rescue organization. If the dog cannot be placed in an adoptive home or transferred to a humane society or rescue organization, it may be destroyed in a humane way.

D. **Release from Impoundment.** Impounded dogs shall be released to the owner only after payment of all penalties and impoundment fees (including, but not limited to, boarding, food, and veterinary expenses), the final disposition of a potentially vicious dog or vicious dog hearing if applicable, and after all necessary remedial action, as determined by the enforcement officer in consideration of the violation committed, is taken by the owner. Remedial action shall include, but is not limited to, such actions as providing a collar and current license; verification of certification of current vaccination against rabies; payment of all applicable fines or waiver fees; and proof of satisfactory successful completion of a program designed to improve the owner's understanding and execution of dog ownership responsibilities.

If the owner of a dog impounded under the provisions of this ordinance refuses to take the remedial action necessary to secure the dog's release within ten (10) calendar days following notice of impoundment or gives notice either personally, by telephone call, or in writing to the town of forfeiture of ownership before that time, the dog may be placed in an adoptive home, transferred to a humane society or rescue organization; or, if the town is unable to transfer the dog, it may be humanely destroyed. The owner of a dog transferred or humanely destroyed shall remain liable for all expenses incurred by the Town for treatment, boarding and care of the dog for the duration of its impoundment, and any expenses associated with its transfer or humane disposal.

E. Animal Bites (Protection from Rabies)

Note: These regulations are based on the recommendations of the Vermont Department of Health.

1. When a complaint is received that a dog has bitten a human, the Animal Control Officer, or Police Officer shall identify the dog, if it has a license tag, and will order the owner to confine the dog for 10 days. If no facilities exist for confining the dog at the owner's home, the dog will be placed in the care of a Veterinarian for 10 days and all expenses thus incurred will be the responsibility of the owner.
2. If the dog has a current tag, but the owner can not be found, the dog will be delivered to a veterinarian for the 10 day observation period.
3. In the event the dog has no identification and the owner can not be found, the dog will be delivered to a veterinarian for observation.
4. If any dog appears ill during the 10 day confinement this dog must be evaluated by a Veterinarian. No dog may be destroyed during the 10 day observation period, except on the order of a Veterinarian and after an attempt has been made to contact the owner.
5. The Norwich Health Officer or Deputy will be informed of the bite and he will ensure that the person bitten received medical attention.
6. The Health Officer will determine that the period of confinement is carried out. At the end of 10 days the Health Officer will contact the dog owner and determine if the dog is healthy. The Health Officer may decide that a veterinarian should examine the dog and issue a certificate of freedom from rabies; the cost of such an examination will be paid by the dog's owner.
7. If there is any doubt about the dog's health at the end of the confinement the dog will remain confined and advice will be obtained from the Department of Health.
8. The Health Officer will file an Animal Bite Report Form with the Vermont Department of Health.
9. Should rabies be confirmed in the confined dog the matter shall be handled as directed by the Board of Health with the advice of the Department of Health and after an attempt has been made to contact the owner.

SECTION 9. INVESTIGATION OF VICIOUS DOGS.

- A. Complaint. When a dog has bitten a person while the dog is off or on the premises of its owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the Selectboard of the municipality. The complaint shall contain the time, date, and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the Selectboard in conducting its investigation.

- B. Investigation and Hearing. The Selectboard, within thirty (30) calendar days from receipt of the complaint, shall investigate, or cause to be investigated, the charges and hold a hearing on the matter. If the owner of the dog which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date, and place of hearing and a copy of the complaint.
- C. Protective Order. If, after a hearing on the matter, the dog is found to have bitten the victim without provocation, the Selectboard shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the dog is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested, to the owner. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 V.S.A. § 3550.
- D. Rabies suspect. The procedures provided in this section shall only apply if the dog is not a rabies suspect. If a member of the Selectboard or an Enforcement Officer determines that the dog is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the Vermont Department of Health's rules.
- E. If the dog is deemed healthy, the terms and conditions set forth in the Selectboard's order shall be enforced.

SECTION 10. POTENTIALLY VICIOUS DOGS.

A person claiming a dog is a "potentially vicious dog" may file a written complaint with the Selectboard. The complaint shall contain the time, date, and place where the alleged behavior occurred, an identification of the domestic pet or animal threatened or attacked, the name and address of any victim or victims, and any other facts that may assist the Selectboard in conducting its hearing. Upon receipt of a "potentially vicious dog" complaint, the Selectboard shall proceed as in the case of a "vicious dog" complaint using Section 9 B.-D. above, with the exception that if the Selectboard determines that the behavior classifies the dog as "potentially vicious" the Selectboard may order any protective measures be taken absent the dog being humanely destroyed.

SECTION 11: APPEALS.

- A. Any person receiving an order to restrain or an order to confine an animal may appeal that action in writing to the Town Manager, within twenty-one days of receipt of the notice of violation. Upon receiving such an appeal, the Town Manager will schedule a hearing for the appeal within fourteen days. The owner of the animal, the Animal Control Officer/Norwich Police Officer and the person making the complaint about the animal will be notified to attend the hearing. The Town Manager will hear the merits of the case and shall affirm, reduce or eliminate the order as justice may require. The decision may

be delivered to the respondent immediately following the hearing or shall be delivered no later than five days following the hearing.

- B. If the person making the original complaint about an animal declines to attend the hearing and the Animal Control Officer or Norwich Police Officer affirms the action taken by him was solely upon the information of the complainant and not corroborated by his personal observation, the order shall be dismissed by the Town Manager.

SECTION 12: CONFINEMENT OF ANIMALS IN VEHICLES.

- A. A person shall not leave an animal unattended in a standing or parked motor vehicle in a manner that would endanger the health or safety of the animal.
- B. Any humane officer, law enforcement officer, or member of a fire and rescue service may use reasonable force to remove any such animal from a motor vehicle. The officer so removing an animal shall deliver the animal to a humane society, veterinarian or town or municipal pound. If the owner of the animal cannot be found, the officer shall place a written notice in the vehicle, bearing the name of the officer and the department and address where the animal may be claimed. The owner shall be liable for reasonable expenses associated with the removal, delivery, boarding and disposition of the animal and a lien may be placed on the animal for these expenses. The officer may not be held liable for criminal or civil liability for any damage resulting from actions taken under subsection (a) of this section.
- C. A violation of this section shall be a civil violation subject to the penalties imposed under Section 7.

SECTION 13: RECREATION AREAS.

- A. Dogs are prohibited from all playing surfaces within recreation areas and parks, including but not limited to: Town-owned Athletic Fields while marked and programs are “in season”, Basketball Courts, Tennis Courts, etc.
- B. Unleashed dogs are prohibited from Town-owned recreation areas, except for areas which have been designated by the Selectboard to allow off-leash use, subject to rules as may be adopted by the Selectboard.
- C. The Recreation Department shall publish reasonable notice as to such areas and rules.
- D. Owners are solely responsible for dogs at all times, including during use of designated off-leash areas.
- E. A violation of this section shall be a civil violation subject to the penalties imposed under Section 7.

SECTION 14. OTHER LAWS.

- A. This ordinance is in addition to all other ordinances of the Town of Norwich and all applicable laws of the State of Vermont.
- B. All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 15. SEVERABILITY.

- A. If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance

SECTION 16. EFFECTIVE DATE.

- A. This ordinance shall become effective 60 days after its adoption by the Selectboard.
- B. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Adopted this _____ day of _____, 2025.

SIGNATURES:

Adoption History

1. Agenda item at regular Selectboard meeting held on _____.
2. Read and approved at regular/special Selectboard meeting on _____ and entered in the minutes of that meeting which were approved on _____.
3. Posted in public places on _____.
4. Notice of adoption published in the _____ newspaper on _____ with a notice of the right to petition.
5. Other actions [petitions, etc.]

MEMORANDUM

TO: Selectboard, Town Manager Brennan Duffy
FROM: Marcia Calloway, Selectboard
DATE: 7/2/2025
RE: Animal Control Ordinance, V.8

Further to your redraft of the ACO, V.8, I reprint the restructured Section 13, paragraphs A.B.C.D. below for reference.

If we are going to break down paragraph B so that it becomes B.C.D., a couple of things occur to me:

1. We want to ensure that it is clear that (a) the Selectboard makes the rules and (b) the Rec Dept. just publishes the rules the SB makes. So I think C might be more clear if it reads:

C. The Recreation Department shall publish reasonable notice as to such areas and rules **as designated by the Selectboard pursuant to paragraph 13.B. above.**

2. Does the definition of "owner" clearly capture dog walkers and how the word "owner" is used in paragraph 13.D.

- The definition of "Owner" in the ordinance is
 - "...any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog."
- I understand the definitions as follows:
 - "actual possession" means having direct physical control; versus
 - "constructive possession" means not being in direct control of, or actually present, but having both the power and the intention to exercise control.
- I can imagine an argument being made that the legal owner was not present when an animal caused harm. The existing definition might be enough to counter that argument, but it seems odd to me that the definition of "Owner" specifically includes people who provide food and shelter. I'm wondering about whether it should be amended e.g.:

"Owner""any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog, **exercise, or other services.**"

SECTION 13: RECREATION AREAS.

A. Dogs are prohibited from all playing surfaces within recreation areas and parks, including but not limited to: Town-Owned Athletic Fields while marked and programs are "in season", Basketball Courts, Tennis Courts, etc.

B. Unleashed dogs are prohibited from Town-Owned recreation areas, except for areas which have been designated by the Selectboard to allow off-leash use, subject to rules as may be adopted by the Selectboard.

C. The Recreation Department shall publish reasonable notice as to such areas and rules.

D. Owners are solely responsible for dogs at all times, including during use of designated off-leash areas



CHARTERED 1761

June 25, 2025

To: Mary Layton, Chair of the Selectboard
Brennan Duffy, Town Manager

Re: Jones Circle Historic District National Register Nomination
Recommendation Report

Dear Ms. Layton,

A Grant for the Jones Circle Historic District National Register Nomination was executed on April 23, 2023, between the Town of Norwich and the Vermont Department of Housing and Community Development to recognize the Jones Circle Historic District as part of the National Register of Historic Places.

The nomination for the Jones Circle Historic District will be considered by the Vermont Advisory Council on Historic Preservation (ACHP) at its meeting **on July 24, 2025**.

As part of the nomination process, the Vermont Division for Historic Preservation is required to notify in writing the Certified Local Government (CLG) Commission of the intent to bring the nomination before the Vermont Advisory Council on Historic Preservation.

The attached form has been signed and approved by Jess Phelps, CLG Commission Representative. Please also approve and sign the attached form so we may proceed with the hearing.

Thank you.

A handwritten signature in blue ink, appearing to read 'Steven True', written in a cursive style.

Steven True

**CERTIFIED LOCAL GOVERNMENT
NATIONAL REGISTER NOMINATION
FINAL REVIEW & RECOMMENDATION REPORT**

Please scan and email the completed form to Elizabeth Peebles at elizabeth.peebles@vermont.gov.

<u>NORWICH HISTORIC PRESERVATION COMM'N</u> <i>Name of CLG</i>	For completion by CLG Commission: Was nomination distributed to CLG members? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Did CLG members make a Site Visit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date nomination received by CLG: <u>Dec - 2023</u> Date reviewed by CLG: <u>Jan. 2024</u> Date comments sent to Division: <u>integrated into version submitted by consultant</u>
<u>JONES CIRCLE HISTORIC DISTRICT</u> <i>Name of Property being Nominated</i>	
<u>NORWICH, VT</u> <i>Address</i>	
<u>MULTIPLE</u> <i>Owner</i>	
<u>NHPC</u> <i>Nomination Requested by</i>	

1. Did the CLG seek the Division's assistance in evaluating the eligibility of this property? Yes No

2. National Register Criteria Met:

- Criterion A: Event Criterion C: Design/Construction
 Criterion B: Person Criterion D: Information Potential

3. Criteria Considerations Apply:

- A: Religious Properties D: Cemeteries G: Less Than 50 Years Old
 B: Moved Property E: Reconstructed Properties
 C: Birthplaces or Graves F: Commemorative Properties

4. Level of Significance: Local State National

5. Retains Historic Integrity: Yes No

6. Additional Comments: N/A

7. How was the public invited to participate in the National Register nomination process?

- Commission's agenda was published in newspaper 15 days prior to meeting.
 Copies of the proposed nomination were made available to the public.

CLG recommendation: <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny (explain) _____	
<u>[Signature]</u> <i>CLG Commission Representative</i>	<u>6/19/25</u> <i>Date</i>
Local Government Official recommendation: <input type="checkbox"/> Approve <input type="checkbox"/> Deny (explain) _____	
_____ <i>Chief Elected Official</i>	_____ <i>Date</i>



From: Alexander Northern JD, MPA CFO
Town of Norwich Fire Chief
Deputy EMD

To: Town of Norwich Selectboard

Re: FY26 Ambulance Contract

Date: 7/2/25

Members of the Selectboard:

Before you is the annual ambulance contract that the town needs to approve for FY 26. Traditionally, it was common practice that this contract was signed by both the Norwich and Hanover fire chiefs only. This year, a slight modification has the signature page with both Hanover and Norwich TM's signing.

There was a small "glitch" in the contract pricing this year, which has been resolved and is explained in the cover memo from Hanover Chief Gilbert. Thanks for considering.

Sincerely,
Alexander Northern
Town of Norwich Fire Chief



HANOVER FIRE DEPARTMENT

Office of The Fire Chief

Michael W. Gilbert
Fire Chief/EMD



Norwich Fire Department
Attn: Chief Northern
11 Firehouse Ln
Norwich, VT 05055

June 24, 2025

Chief Northern -

I am writing this letter as a follow up to our conversation regarding the discrepancy in the total per capita cost in Hanover's Ambulance contract with the Town of Norwich for fiscal year 2026. During Norwich's budget preparation, the Town of Hanover indicated there would be a 7% per capita increase for fiscal year 2026, with which you figured the total cost for the year to be \$170,664.90 based upon a fiscal year vs calendar year. Upon completion of the FY26 ambulance contract the total cost to Norwich was actually \$176,402.60.

To meet the approved Norwich budget for FY26, the Town of Hanover will credit the Town of Norwich \$5,737.70 on the first quarter bill due on July 1st, to ensure the Town of Norwich will only pay the amount budgeted and approved of \$170,664.90.

Please let us know if this meets with your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Gilbert".

Michael Gilbert
Fire Chief

Town of Hanover Schedule of Rates and Fees for FY2026 (July 1, 2025-June 30, 2026)

<u>Type of Fee</u>	<u>Adopted</u> <u>FY2021-22</u>	<u>Adopted</u> <u>FY2022-23</u>	<u>Adopted</u> <u>FY2023-24</u>	<u>Adopted</u> <u>FY2024-25</u>	<u>Adopted</u> <u>FY2025-26</u>
AMBULANCE DIVISION					
Per Capita - Hanover	\$40.22	\$41.31	\$43.38	\$45.55	\$48.74
Per Capita - Lyme	\$40.22	\$41.31	\$43.38	\$45.55	\$48.74
Per Capita - Norwich	\$40.22	\$41.31	\$43.38	\$45.55	\$48.74
Community Contributions Adjustment to Cover Insurance Contractual Obligations for Ambulance Calls Originating in Community	Pro-Rated Share of Lost Revenues	Pro-Rated Share of Lost Revenues	Pro-Rated Share of Lost Revenues	Pro-Rated Share of Lost Revenues	Pro-Rated Share of Lost Revenues
Report Copy (Flat Fee)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Treatment with Transport - Basic Life Support – (plus mileage)	\$900.00	\$900.00	\$ 990.00	\$ 990.00	\$ 1,060.00
Treatment with Transport - Advanced Life Support Level 1 – (plus mileage)	\$900.00	\$900.00	\$ 990.00	\$ 990.00	\$ 1,060.00
Treatment with Transport - Advanced Life Support Level 2 – (plus mileage)	\$1,300.00	\$1,300.00	\$ 1,430.00	\$ 1,430.00	\$ 1,530.00
Treatment with Transport - Special Care Transport	\$1,300.00	\$1,300.00	\$ 1,430.00	\$ 1,430.00	\$ 1,530.00
Mileage Rate	\$20.00/mile	\$20.00/mile	\$22.00/mile	\$22.00/mile	\$23.50/mile
Treatment and Release Fee	\$150.00	\$150.00	\$165.00	\$165.00	\$175.00
Emergency Services Paramedic Intercept Charge	\$350.00	\$350.00	\$385.00	\$385.00	\$410.00
Ambulance - Special Event Standby	\$225.00/hour	\$225.00/hour	\$250.00/hour	\$250.00/hour	\$265/hour

**HANOVER EMERGENCY AMBULANCE SERVICE
AND EMS TRANSPORT AGREEMENT
BETWEEN HANOVER FIRE DEPARTMENT
TOWN OF HANOVER, NEW HAMPSHIRE
AND
NORWICH FIRE DEPARTMENT
TOWN OF NORWICH, VERMONT**

Agreement dated this _____ day of _____, 2025, by and between the Town of Hanover, a municipal corporation existing in Hanover, New Hampshire (hereinafter referred to as “HANOVER”) and the Town of Norwich, a municipal corporation existing in Norwich, Vermont (hereinafter referred to as “NORWICH”).

WHEREAS, the undersigned NORWICH desires to obtain emergency ambulance services provided by HANOVER so as to provide such services to residents of NORWICH.

WHEREAS, HANOVER has the personnel, equipment and facilities to provide emergency ambulance services to NORWICH.

IN CONSIDERATION of the mutual undertakings set forth below, the parties agree as follows:

1. **TERM OF THIS AGREEMENT:** The term of this Agreement shall be for one year, effective beginning July 1, 2025 and terminating June 30, 2026 (hereinafter referred to as “service year”).

2. **HANOVER RESPONSIBILITIES:**
 - A. **EMERGENCY AMBULANCE SERVICES:** HANOVER shall provide emergency ambulance service to NORWICH in exchange for payment by NORWICH of an annual Per Capita charge defined below. This Per Capita charge shall be in addition to direct billing charges billed to patients for using the service.

HANOVER is duly licensed to provide emergency ambulance service in the State of New Hampshire.

HANOVER provides personnel with the requisite training and experience to render properly the services required.

HANOVER has and will continue to conduct emergency ambulance service activities in accordance and compliance with any and all laws, regulations, ethical and professional standards applicable thereto.

It is understood and agreed that HANOVER will provide emergency ambulance services to any person requesting such service within the physical boundaries of NORWICH whether a resident or non-resident.

- B. **TRANSER OF CARE:** It is agreed by both parties that when NORWICH Fast Squad or First Responders respond to a scene, the NORWICH Fast Squad or other NORWICH First Responders will remain in charge of the patient until HANOVER arrives and until a patient report and transfer of care is provided to HANOVER. Change of patient care can take place any time after HANOVER arrives and the patient report is provided.

The patient report needed prior to transfer of care to HANOVER shall be a written record of the patient that includes, at a minimum, the patient's condition, the mechanism of injury (if any), the patient's chief complaint, all vital signs and any treatment administered. NORWICH first responders will retain a copy of this patient care record for their files.

Should patient care be started at an advanced level, NORWICH Fast Squad or first responders will transfer care of the patient to HANOVER emergency personnel having the same level of certified personnel or above. Should HANOVER not have such certified personnel, NORWICH Fast Squad or first responders will remain in charge of the patient until the patient is accepted by the receiving facility.

3. **INVOICING FOR COSTS:**

- A. **ANNUAL PER CAPITA CHARGE:** HANOVER shall bill NORWICH on a quarterly basis for the Per Capita fees. Each year NORWICH shall pay to HANOVER a per capita fee, in accordance with HANOVER's Schedule of Rates and Fees attached to this Agreement as Exhibit A, which fee shall be based upon the estimated population of NORWICH as determined annually by the Office of State Planning or other appropriate state agency. This fee shall be due and payable on the first day of each quarter in the year in which service is provided, beginning on July 1 of each year and following thereafter on October 1, January 1 and April 1. In the event of termination for non-appropriation or otherwise set forth below, the amount paid for the per capita

charge will be prorated and an amount refunded in proportion to the number of days left in the service year when service will not be provided.

The Per Capita Fee for FY2026 is $\$48.73 \times 3620$ residents = \$176,402.60 payable in four installments of \$44,100.65 as outlined above.

HANOVER reviews and updates its Schedule of Rates and Fees annually and the updated Schedule of Rates and Fees goes into effect on July 1st of each year. In addition, HANOVER reserves the right to update and amend their Schedule of Rates and Fees as necessary throughout its fiscal year and in response to legislative changes that impact billable rates.

In addition, HANOVER shall bill patients and/or their insurance carriers for any such ambulance services provided.

B. **NON-APPROPRIATION:** If, for any reason, funds are not appropriated at NORWICH's annual meeting for the purpose of services under this Agreement, NORWICH shall notify HANOVER then and this Agreement shall terminate on June 30th following the annual Town Meeting of NORWICH. HANOVER shall have no further obligation to provide services under this Agreement following termination on June 30th and NORWICH shall have no further obligation to HANOVER.

4. **NON-DISCRIMINATION:**

HANOVER agrees to comply with the provisions of the Civil Rights Act of 1964. All requirements of these or other applicable statutes, to the end that no person shall, on the grounds of race, color, sex, sexual preference, national origin, or religious creed be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provisions of any care, goods or services under this Agreement.

5. **INSURANCE:**

HANOVER has and will maintain, at its own expense: a) basic professional liability insurance coverage with limits of \$1,000,000 per occurrence, b) Worker's Compensation insurance for any employee of HANOVER in accordance with New Hampshire State law; for any claims arising out of the provision of professional services by HANOVER and pursuant to this Agreement.

HANOVER will provide a copy of any written notice of cancellation or proposed cancellation to NORWICH within (3) business days after receiving such notice.

6. INDEPENDENT CONTRACTORS:

The parties acknowledge that NORWICH and HANOVER are independent contracting parties. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant, lessor/lessee or partnership or joint venture relationship between NORWICH and HANOVER. HANOVER shall have no claim under this Agreement or otherwise against NORWICH for Worker's Compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, all of which shall be the sole responsibility of HANOVER. NORWICH will not withhold on behalf of HANOVER pursuant to this Agreement any sums for income tax, unemployment insurance, Social Security, or any other withholding pursuant to any law or requirement of any government agency. All such withholding shall be the sole responsibility of HANOVER.

7. TERMINATION OF AGREEMENT:

In the event of a failure by NORWICH to pay as required herein, HANOVER shall have the right to notify NORWICH, in writing, that service under this Agreement shall be terminated thirty (30) days after receipt of such notice. After the expiration of such thirty (30) day period, HANOVER shall be under no obligation whatsoever to continue to provide service to users in NORWICH. In the event of the failure to pay by NORWICH, HANOVER shall be entitled to all costs of collection including reasonable attorney's fees.

If HANOVER does not provide acceptable service, NORWICH shall give written notice to HANOVER and describe the unacceptable service. If NORWICH determines that the service is still not acceptable after the expiration of thirty (30) days from the receipt of that notice, then NORWICH shall have the right to terminate this Agreement. NORWICH shall give written notice to HANOVER of the termination and termination shall be effective on the date set forth in such written notice, but not prior to the date of receipt. After the termination of the Agreement, NORWICH shall pay according to its guaranty, for all services rendered by HANOVER prior to termination.

8. **OWNERSHIP OF PROPERTY:**

HANOVER is providing employees and all equipment and supplies needed to perform its obligations under this Agreement and nothing in this Agreement shall change ownership. In the event of the termination of this Agreement, all equipment and supplies provided by HANOVER shall remain the sole property of HANOVER.

9. **ADMINISTRATOR:**

The Administrator of this Agreement for HANOVER shall be the Town Manager of Hanover and the Administrator for NORWICH will be the Norwich Fire Chief. Notice is effective on the date it is sent to the Administrator by the email at the addresses below.

10. **NORWICH'S RESPONSIBILITIES:**

- A. NORWICH will timely pay their Per Capita fee on July 1, October 1, January 1 and April 1 of each in accordance with the Schedule of Rates and Fees attached to this Agreement as Exhibit A.
- B. In the event that a user (patient) does not pay any owed fees to HANOVER within ninety (90) days of the original billing date, then HANOVER will bill the Town for such unpaid charges. NORWICH agrees to pay any unpaid charges within thirty (30) days of receipt of the invoice from HANOVER detailing unpaid fees. Following NORWICH's payment of any such unpaid charges, NORWICH shall have the sole and exclusive right to collect payment from the user (patient), and any payment received by HANOVER from such user (patient) after such date shall be promptly remitted by HANOVER to NORWICH.
- C. **HIPPA:** Each of the parties hereto shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPPA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the services provided hereunder.

11. DISPATCH:

Dispatch services are not included in this Agreement. HANOVER may provide dispatch services for the Town of Norwich, Norwich Fire Department, Fire/Rescue and EMS Divisions on all calls. Any such dispatch services are covered under a separate Agreement.

12. NOTICE AND BILLING:

Any notice, billing or other communications required pursuant to this Agreement shall be made as follows:

- A. To Norwich: Norwich Fire Chief Alex Northern at anorthern@norwich.vt.us
- B. To Hanover: Hanover Fire Chief Michael Gilbert at Michael.Gilbert@hanovernh.org

TOWN OF HANOVER

Dated: _____

By: _____
Robert Houseman, Town Manager
Robert.Houseman@hanovernh.org

TOWN OF NORWICH

Dated: _____

By: _____
Brennen Duffy, Town Manager
BDuffy@norwich.vt.us

Fire Chief _____

Email _____

Memorandum

To: Norwich Selectboard

From: Mary Layton

Subject: Review of Policy Governing Reporting of SB appointed public bodies

Date: June 17, 2025

CC: Brennan Duffy, Miranda Bergmeir, Brita Vallens

The full title of the policy under review is **“Policy Governing Reporting of Committees, Commissions, Task Forces, or Other Groups/Individuals Appointed by the Selectboard , dated May 23, 2018.**

I suggest retaining the Background section as written.

I agree with the four elements included in the Purpose section, paragraph two. I think they could be presented to the “public bodies” as a checklist with comments, for example:

Checklist with comments

1. The work of the public body will include communication and shared information with the Selectboard.
2. The work of the public body is aligned with the overall goals of the Selectboard and the Town.
3. The work of the public body is currently relevant.
4. The work of the public body provides additional information to the public.
5. The work of the public body complies with current VT statute

The checklist is intended to be presented as guide to these groups as they set up or continue their goals after Town Meeting and after new appointments are made. Receipt of the completed checklist by the Selectboard would be in June as a statement of goals, and again as an update in February to serve as a status report to the Selectboard regarding goals and practice that had been set earlier in the year.

The sentence regarding non “public bodies” should be deleted, because by definition these groups would not be subject to this policy.

All sections under “Process” would be deleted as they would be replaced by the Checklist procedure.

The section that includes “yearly submission of bylaws, goals, ordinances, etc.... to be submitted to the Selectboard for yearly review...” should be deleted. This would be replaced by the initial and final checklist.

The section of the policy that includes a template for reports should be deleted. The deadlines for submission of the template should be deleted. The current policy was written before the

draft of the Selectboard Handbook, which will include links to an updated list of members and a charge for each public body. Current and future projects could be mentioned as comments in the above checklist.

The section that is titled **Appointment of Selectboard Liaison (or designee) to Norwich Schoolboard and Norwich Prudential Committee**, should be amended in the first sentence, the first sentence of the second paragraph, and the last sentence to change the word **“will” to “may”**. I think it is beneficial to appoint a liaison for this purpose but not always possible due to time constraints of Selectboard Members. Changing this language will provide flexibility.

If approved as a policy element I would suggest that it be included in the Selectboard “Rules of Procedure” It would be less likely to be overlooked in that case.

The last two sentences of the current policy concerning sharing the policy with public bodies upon adoption, plus date of adoption of an amended policy should be retained.

Memorandum

To: Norwich Selectboard and Town Manager Brennan Duffy

From: Marcia Calloway, Selectboard

Date: June 18, 2025

Re: Reporting Policy and Form for Norwich Selectboard-Appointed Committees, Commissions, Boards, Individuals, and any other form of Group Designated to Serve the Town of Norwich, together with a cover memo.

Attached please a draft of the above-captioned Policy and Form. My approach to this activity is to

- (I) create a form which provides reminder information to each group and
- (II) capture information about how the group is functioning and what they are doing – to ensure they are following Open Meeting Law, their charge, etc.

Summary of each page.

- Page 1 – General and specific information about the reporting, and instructions.
 - Text from The Selectboard Handbook as to the Selectboard’s Authority to Appoint, Remove and Dissolve such groups.
 - An explanation of why reporting is important and a process:
 - To ensure coordination of groups and their consistent work in furtherance of the goals, objectives and policies of Norwich;
 - To be assigned a reporting date by the Selectboard in March each year – when the Selectboard will fill in the second page with (a) the name of the group, (b) the date their report is due – to be determined in concert with agenda planning, and (c) the existing charge copied and pasted from The Selectboard Handbook.
 - Reference – refers the group to The Selectboard Handbook for information about (a) their charge and/or statutory requirements, (b) the OML requirements, and (c) the FAQ for general questions.
 - Instructions for completion and return of the form.
- Page 2 – the reporting form
 - Requests the group provide information about the group including (a) how it is functioning, (b) what budget it may require and why, (c) what programs it is planning/completing, (d) whether the group is collaborating with other groups [open-ended question to capture any relevant information], and (e) a space to provide the Selectboard with anything else the Selectboard should know.

Reporting Policy and Form for Norwich Selectboard-Appointed Committees, Commissions, Boards, Individuals, and any other form of Group Designated to Serve the Town of Norwich

Authority to Appoint, Remove and Dissolve: By statute, the Selectboard is authorized or allowed to appoint individuals to fulfill certain town functions. The Selectboard’s authorization must be provided either expressly by statute, or be 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).

The Selectboard cannot delegate those granted authorities to another body unless the Legislature specifically permits it to do so. “It contravenes the deep-rooted principle of law that the delegate of power from the sovereign cannot without permission recommit to another agent or agency the trust imposed upon its judgment and discretion.” Thompson v. Smith, 119 Vt. 488, 501, 129 A.2d 638 (1957).

The power to remove appointments is expressly defined for certain commissions/boards:

- Planning Commission. “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)
- Conservation Commission. “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)
- Board of Adjustment or Development Review Board. “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)

As affirmed in The Selectboard Handbook, appointed individuals may be removed and/or Selectboard-created committees, boards, commissions, may be dissolved by unanimous vote where there is a violation of law or town policy or when the purpose of a specially created group has been fulfilled.

Reporting: To ensure the seamless coordination of people and appointed groups working in concert and consistent with the goals, objectives and policies of the Town of Norwich, all appointed groups or individuals will make an annual report to the Selectboard. In March each year, the Selectboard will issue forms to each such group or individual with a date certain for return of the completed form for inclusion in the next Selectboard meeting packet.

Reference: The Selectboard Handbook contains information about each appointed individual, committee, board, commission or other group including the charge and/or statutory requirements, information about Open Meeting Law requirements and an FAQ for general questions. Reporting groups may find it useful to review prior to completing the Reporting Form.

Instructions: The chair or individual appointee shall complete the form on the reverse side of this page. Return the completed form to the Town Manager’s Office by the Reporting Due Date shown at the top of the page.

Adopted: By the Town of Norwich Selectboard, by:

_____ Chair _____ Vice Chair

_____ Effective Date: _____

Reporting Form for Town of Norwich Selectboard-Appointed Committees, Commissions, Boards, Individuals, and any other form of Group Designated to Serve the Town

Name of Group: Name of group & due date to be inserted prior to distribution Reporting Due: Same

Name of chair or individual making the report: _____

Number of seats filled: _____ Number of seats vacant: _____ Number of voting members: _____

Website address: _____ **Attach a copy of the website content.**

Charge: The charge should be inserted here for every group prior to distribution.

Per Open Meeting Law: This is a Advisory group Non-Advisory group (hybrid meetings required)

Frequency and form of meetings: _____ (e.g. biweekly) Hybrid (Non-Advisory) In person

Recordings required: Yes No. If Yes: maintained for 30 days (Nonadvisory) where: _____

Notice of Meetings and Agenda are provided:

48 hours before regular meetings: Yes No; and,

24 hours before any special or emergency meetings: Yes No.

Minutes taken: Yes No. Minutes include all members present; all other active participants; all motions, proposals, resolutions made, offered, considered, and disposition of same; and results of any votes with a record of individual votes of each member if roll call is taken or if a member(s) are remote: Yes No.

Minutes are posted within five (5) calendar days of any meeting: Yes No.

Budget: Yes No. Budget requested: _____. How budgeted funds are used: _____

Programs (planned): _____

(In progress): _____

(Completed): _____

Collaboration with other groups (describe): _____

Anything else the Selectboard should know: _____

Kimo Griggs Memorandum regarding Proposed changes/additions to Committee Reporting Policy
For June 25 2025 Norwich Selectboard meeting

General Comments:

The existing Committee Reporting Policy adopted May 23, 2018 is a comprehensive, detailed document providing strict reporting requirements along with useful, standardized forms allowing Committees, Commissions, Task Forces, or Other Groups/Individuals Appointed by the Selectboard to submit reports to the Selectboard in a consistent format.

Process: As far as I know, these policies are not being followed (report submissions were required at the end of each quarter which would include March 31 of this year, for example, for inclusion in Selectboard packets. “Yearly submission of bylaws, goals, ordinances, etc. governing the work of the Committee/Commission/work group/sub-committee/individual...” were required to “...be submitted to the Selectboard for yearly review by the first regular Selectboard meeting in May”. I’m not sure any reports have been included in any packet since I joined the Selectboard, and when I asked earlier in the year how our committees report to us there seemed to be some confusion).

I am not aware that we have appointed a member of the Selectboard to be a formal liaison to the Norwich School Board or the Prudential Committee (although Priscilla Vincent attends the Prudential Committee meetings).

Our policies do not appear to be functioning as they should. I don’t think they will. Why?

Much has transpired since adoption of The Policy in 2018. I believe we have had three Town Managers since the Reporting Policy was adopted, continuing a run of short-term Town Manager employment since Norwich moved to that form of government in 2002 (Pavlicek, Soares, Webster, Fulton, Durfee, Francis, Duffy?), and certainly the limited continuity could have influenced the adoption and regulation of the Reporting Policy. Covid came along and scrambled all sorts of things, some of which might have not come fully back... Selectboard members have retired and been elected so attention to regulations/deadlines might have slipped. It is not clear (to me) from the policy whether the Selectboard or the Town Manager is responsible for tracking the receipt of Committee Reports. There are simply requirements that our body voted into place that are not being followed.

The policy might just be too much for volunteer members of committees to manage. While the effort to write a comprehensive report has to be applauded, it probably requires that every committee has an individual dedicated to the quarterly reporting and required yearly submission, as we don’t allow meeting minutes to satisfy those requirements. Currently, every committee is required to schedule meetings, document those meetings with minutes and Zoom recordings (where applicable), submit agendas, draft minutes and final, edited minutes – all while following requirements of the recently updated Open Meeting Laws. Oh – and they need to get their work done as well (plus pick up kids, pay their Dan & Whit’s Bill, prepare dinner, hit the gym...). There appear to be no negative consequences when reports are not submitted (public shame?)

Kimo Griggs Memorandum regarding Proposed changes/additions to Committee Reporting Policy For June 25 2025 Norwich Selectboard meeting

so it seems natural they would be among the first things to fall by the wayside as groups try to get work done.

I think the policies, as written, are optimistic in terms of what we ought to be expecting.

Could we simplify requirements while making it easier for all of us to understand, and responde to what everyone is doing, and why?

Purpose: The improved communication/information sharing between appointed Committes/Commissions/Task Forces, Working Groups, Individual appointees and the Selectboard proposed by the existing policy

Process: I don't see any advantage to quarterly reporting to the Selectboard – three month periods are not significant, and our regular meeting are already long enough. Reporting alone will not “assure that the work of various groups” etc.. would be “...aligned with the overall goals of the Selectboard and the town...”. I would suggest adding a quarterly requirement for Committees to discuss, within their own regular meetings, the work they are doing, asking the questions of themselves that are on our form so that it appears in their minutes, where it is accessible to everyone in context. I would suggest a yearly, possibly every-six-month meeting of the Selectboard with all Committee Chairs (and any other members who choose to attend) during a special meeting – a “retreat” that is open to the public during which every committee chair can present their work, other chairs and the public can hear what other committees are doing, and the Chairs members of the Selectboard, The Town Manager and members of the Public can ask questions that might apply to more than one committee. Standards can be discussed, common areas of interest found, and it can all be recorded via one note-taker rather than having to assemble multiple reports. That/those meeting(s) could occur during the daytime and perhaps end at the Norwich Inn (or maybe it all happens at The Inn - or the Grange).

There is no better way for the people of Norwich to communicate and share ideas than to meet in person, and in public.

I'd like to rethink the current policy, retaining the intent and requirements for open-ness and public sharing but using simpler, less onerous and more effective methods.

Kimo Griggs, June 19 2025 from Denmark!

Re: Beaulieu contract for 7/1/2025

From Pam Smith <psmith.lister@gmail.com>
Date Thu 6/26/2025 8:18 AM
To Brennan Duffy <BDuffy@norwich.vt.us>
Cc Listers <Listers@norwich.vt.us>; Select Board <selectboard@norwich.vt.us>

Brennan,

I am writing to correct the record. At last night's SB meeting, I stated that you have had Amanda's contract renewal since May 19. My statement was not correct. As you can see from this email thread, Cheryl wrote to you on June 5, 2025, stating that she had placed 2 copies of Amanda's renewal contract in your mailbox for signature. It is important to note this date because it is clear that you had this contract renewal in your possession when you prepared your TM's for the June 25 SB packet. This was not a last-minute submission that you received from the Listers when you returned to the office on Monday, June 23.

I would also note that you stopped by the Listers office on the morning of June 12 to check in with us prior to the commencement of the informal hearings. During that conversation, Cheryl asked about this contract. I also recall that Cheryl explained that this was a 6-month contract to have Amanda available during the completion of the reappraisal and our search for a professional assessor through the RFP process, which we hope to have completed by the end of 2025. At that point, you said it was on your desk and that you would get it signed and returned. Cheryl followed up with you on Monday, June 23. There has been no response to either email and you did not inform the Listers at any point that you were withholding your signature until you could take this to the SB at their June 25 meeting.

Respectfully,

Pam Smith, Lister

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](#)).

On Mon, Jun 23, 2025 at 11:50 AM Cheryl Lindberg <CLindberg@norwich.vt.us> wrote:

Hi Brennan,

It's been over two weeks since I emailed you and we have not received the two copies of Amanda's contract back. When should we expect them?

Thanks,

Cheryl

Cheryl A. Lindberg, Chair

Norwich Board of Listers

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](#)).

From: Cheryl Lindberg <CLindberg@norwich.vt.us>

Sent: Thursday, June 5, 2025 10:06 AM

To: Brennan Duffy <BDuffy@norwich.vt.us>

Cc: Listers <Listers@norwich.vt.us>

Subject: Beaulieu contract for 7/1/2025

Hi Brennan,

I have placed two copies of the new contract for Amanda Beaulieu's services beginning July 1, 2025 in your mailbox for your review and signature. This is a 6-month contract to get us through the reappraisal work beginning in July and until the RFP is issued for Assessor services. Please return both copies to our office.

Thank you,

Cheryl

Cheryl A. Lindberg, Chair

Norwich Board of Listers

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](#)).

RE: Clarifying information from the 6/19 meeting minutes and recording

From Brennan Duffy <BDuffy@norwich.vt.us>

Date Fri 6/27/2025 12:55 PM

To Cheryl Lindberg <CLindberg@norwich.vt.us>

Cc Listers <Listers@norwich.vt.us>; Select Board <selectboard@norwich.vt.us>

Hello Cheryl, et al,

As the last response from Cheryl yesterday seemed so very strange and unexpectedly unhelpful, after waiting out the morning for another reply, I am following up on this request for clarification again today. I am including the Selectboard@ address as well to this response as this general topic will likely be an agenda item at the 7/9 Selectboard meeting as the board has requested.

As stated yesterday, my purpose in seeking clarification from the Board of Listers is to confirm my understanding of the current Listers pay rate, and specifically how this will relate to the Amanda Beaulieu Lister Services contract (the Contract) for her outside lister services to the Town in FY '26 that I have been asked to approve and sign as the Town Manager.

Having an accurate and complete understanding of what transpired at the Listers 6/19/25 Special Meeting will, I hope, allow me to make an informed decision around the approval for the Contract currently under consideration.

I hope my thoughts and suggestions below may also be considered useful to the Board of Listers in planning their FY '26 work schedule.

Related to confirming my understanding from the 6/19 public meeting I will make this as simple as possible, with only a yes or no answer required from the Listers, to the following two questions.

My understanding, again from reading the meeting motion and attempting to decipher the dialog from this meeting's audio recording, is that the current pay rates approved by the Listers, for the Listers, for FY '26 are: Cheryl, Grade 18 Step G = \$32.68/hour (was Grade 15 Step G = \$28.16), Ernie, Grade 18 Step E = 31.41/hour (was Grade 15 Step E = 27.07), Pam, Grade 18 Step E = 31.41/hour (was Grade 15 Step E = 27.07). Please verify this is accurate with a Yes or No answer please.

The Listers on 6/19/25 have agreed that Grade 18 is where any newly elected Lister would start in the future. FY '26 Grade 18 Step A = \$29.60/hour. Again, please verify this is accurate with a Yes or No answer please.

The proposed Amanda Beaulieu Lister Services Contract that was provided to me on June 5th sets Ms. Beaulieu's rate of pay at \$28.50/hour with the max amount payable of \$5,130. The current proposal would cap her contracted hours available at 180 hours in a six-month period ending 12/31/25.

The Town's FY'26 budget allows \$31,500 for Listers Wages. At the new FY '26 Lister pay rates, and the FY'26 Listers budget threshold, there would be a best-case scenario of approximately 1,003 hours available for the coming year, this divided by 52 weeks allows approximately 19 hours per week for the office. A worst-case scenario at the highest rate would allow approximately 964 hours available, this divided by 52 weeks allows approximately 18.5 hours per week for the office. With multiple individuals

working at the two different rates the total will likely be somewhere in the middle, but in effect there would be approximately 19 hours per week for the Listers for the entire year. With the current number of hours being worked, and overtime hours being incurred related to the current reappraisal work, I am concerned this average weekly allotment could be greatly diminished before we even hit August.

Assuming these factors are confirmed, a few of my thoughts for the Board of Listers possible consideration.

With Ms. Beaulieu's outside services being originally presented as providing the Town with a more experienced and sophisticated Lister, it remains unclear to me how her contracted pay rate is now so much lower than the FY '26 Norwich Listers rates. Prior to the 6/19 Lister's vote Ms. Beaulieu was the highest paid Lister at \$28.50/hour, which made some sense due to her higher qualifications for the job. With the newly voted pay rates in effect for FY '26 should the contracted hours actually be increased, as Ms. Beaulieu's services now presents a much better value to the Town? Conversely, should her hourly rate be increased in the proposed Contract to keep up with the Listers increase?

I will also add that much of Item #4's audio discussion seemed to center around creating compensation parity with the Norwich Town Clerk. This seems quite strange to me as the Clerk is currently an exempt full-time employee with employee supervisory responsibilities.

Again, my intent in confirming these details and offering my thoughts is to assist the Lister's office to the best of my limited capacity. I hope these suggestions are considered helpful to further consideration and planning as they are intended.

Sincerely,

Brennan Duffy, CEcD
Town of Norwich
Town Manager
(802) 649-1419 x117

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

From: Brennan Duffy
Sent: Thursday, June 26, 2025 3:35 PM
To: Cheryl Lindberg <CLindberg@norwich.vt.us>
Cc: Listers <Listers@norwich.vt.us>
Subject: RE: Clarifying information from the 6/19 meeting minutes and recording

Hi Cheryl,

So, just to be clear. You are refusing to answer my simple questions for clarification?

Brennan Duffy, CEcD
Town of Norwich
Town Manager
(802) 649-1419 x117

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

From: Cheryl Lindberg <CLindberg@norwich.vt.us>
Sent: Thursday, June 26, 2025 3:33 PM
To: Brennan Duffy <BDuffy@norwich.vt.us>

Cc: Listers <Listers@norwich.vt.us>

Subject: RE: Clarifying information from the 6/19 meeting minutes and recording

The draft minutes are clear in our opinion as to what we discussed and voted. Additional information is available on the recording.

As stated in the draft minutes, the Listers went into deliberative session to decide on the PVR-317s.

Cheryl

Cheryl A. Lindberg, Chair
Norwich Board of Listers

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).

From: Brennan Duffy <BDuffy@norwich.vt.us>

Sent: Thursday, June 26, 2025 2:43 PM

To: Listers <Listers@norwich.vt.us>

Subject: Clarifying information from the 6/19 meeting minutes and recording

Hello Listers,

I note that meeting minutes for the Norwich Board of Listers Special Meeting on 6/19/25 have been received by the Town Manager's office yesterday at 9:12pm and were posted on the TON website as of today, 6/26.

After reading the minutes and having reviewed the audio recording, I am still trying to understand some specific information.

Two questions are specific to Item #4.

From the minutes it is clear that the Listers have voted unanimously to move all three individuals from Grade 15 to Grade 18. Not specified in the motion was whether the individual's current Step level from FY '25 Grade 15 were to be maintained. From the recording this was discussed, and I believe affirmed, but it was not part of the actual motion voted. Please confirm if current FY '25 Steps of Cheryl @ Step G and Pam and Ernie @ Step E are being maintained at Grade 18.

Another confusing component not mentioned in the motion, but alluded to in the audio recording, was future Grade/Step for a newly elected Lister. Please confirm if a new Lister is elected in the future, with minimal or no experience, is it the intent that they would start with a pay rate of Grade 18 Step A.

One more question relates to Item #7. Was there a formal decision or motion to adopt the Norwich Fire Districts request for PVR-317 exemptions for their two parcels?

I want to be accurate in my understanding of what transpired, so thanks for clarifying.

Sincerely,

Brennan Duffy, CEcD
Town of Norwich
Town Manager

(802) 649-1419 x117

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

RE: Beaulieu contract for 7/1/2025

From Brennan Duffy <BDuffy@norwich.vt.us>

Date Tue 7/1/2025 3:53 PM

To Pam Smith Gmail <psmith.lister@gmail.com>

Cc Listers <Listers@norwich.vt.us>; Select Board <selectboard@norwich.vt.us>

Dear Pam, et al,

As you have chosen to send this message to the Selectboard@ address for public posting I will reply all. As you are aware, I would always prefer an in-person or phone conversation to discuss issues like this. I will also include the related documents and/or links to this response for public posting in the next Selectboard meeting packet as has been requested.

Let me start this response by saying that I truly appreciate the work of the Board of Listers and the efforts being made to complete the Townwide reappraisal. As I have expressed publicly in the past, my responsibilities as the Town Manager require me to try and make the best decisions I can for the long-term best interest of Norwich, and these decisions can be complex and are not always to everyone's liking. With no direct authority or management over the Board of Listers decisions my role here is really quite untenable when a decision requiring my signature is required yet I have some uncertainty or concerns about the ultimate outcome. As I mentioned at the 6/25 meeting, I am reluctant to ever just blindly sign off on something if there are complexities that I do not understand. Expressing this concern was my intent in seeking guidance from the Norwich Selectboard who serve as my supervisor.

Next, I appreciate you being willing to acknowledge your mistake related to the allegation that I had received something related to the Amanda Beaulieu Listers Services contract (the Contract) on May 19th. As I had already mentioned to the Selectboard prior to your misstatement, I had indeed received the request from Cheryl several weeks ago. In the period leading up to the 7/1 renewal deadline I had been deliberating on a response, likely just a decision to sign off on the Contract as I had in the past. That timing is not in dispute. What changed substantively on 6/19, and to which I was unaware until my return to the office on Monday, 6/23, was the Listers Special Meeting and subsequent pay rate vote which then changed the original equation.

While on the topic of correcting the record, I also want to point out several other false or inaccurate statements that you made publicly during the meeting of 6/25, which I feel should also be acknowledged and corrected. You accused me of violating the VT Open Meeting Law, by seeking guidance from the Selectboard, my supervisor, related to this signature request issue. I believe you were alleging that because this specific topic was not in my written Town Manager's report, it was somehow improper. You then stated that the Lister's 6/19/25 meeting minutes were posted on the Town website. This was untrue as these minutes were not submitted or received by appropriate staff until Wednesday night at 9:12pm. More troubling, you then attempted to place blame on a member of the Town Manager's office staff for this missed deadline of the Listers. After review, my understanding is that the 6/19 Listers Meeting warning, and then the meeting minutes, were consecutively sent to an incorrect email address and were thus not received and posted timely. This false public accusation against individual Town staff is the kind of behavior that continually harms our employee morale and retention, and I hope it will be corrected for the record and more importantly avoided in the future.

I would next like to address my underlying concerns with the proposed Contract and current situation which seems to be at the heart of this issue. Primarily, that since losing our previous professional Assessor back in October 2023 I have not seen any attempt to solicit a new contracted Assessor. Again, I have no direct say or authority over the Listers office in the matter, but I believe this lack of movement and urgency has been a mistake and that hiring a competent professional Assessor to serve the Town is critical. Had this occurred in FY '24 or FY '25 it likely would have led to better management and less dysfunction and confusion during the past two years of the Townwide reappraisal work.

When the first contract with Ms. Beaulieu was executed in November 2023 it was presented to the Town Manager and Selectboard as a temporary and stop-gap measure and that Ms. Beaulieu, while not an Assessor, had a higher skill set, level of sophistication, and professional experience than any of the elected Norwich Listers. At the Lister's request the first Contract was renewed again on July 1, 2024, and, after another discussion at the Selectboard level, I signed the agreement as the Town Manager for another year. I believe this most recent contracted period could have allowed a full year for solicitation of a professional Assessor to occur during the long period where the Townwide reappraisal was consuming minimal time and effort. While we obviously can't go back in time, I think the Town is at a point where prioritizing a contracted Assessor hire in the very first part of FY '26 is essential.

Lastly, during the previous contracts and current proposal Ms. Beaulieu is paid at a rate of \$28.50/hour for her time with a stipulated maximum payout for the term. I assume both the Listers and Ms. Beaulieu had agreed to this hourly rate as being at fair market value for her level of expertise and that amount seemed reasonable to me as it was slightly higher than the most senior elected Lister when the Lister's set their hourly rate last Fall. What has now changed since the initial request of 6/5, and what remains unclear to me, is the now large disparity between the self-approved pay increase of the current Board of Listers and the proposed Contract's rate of compensation. With clarity of purpose and a sound decision required here, it seems reasonable that this alteration should necessitate some additional thought and planning around the annual hours available for the Listers office, and how this could relate to the proposed Contract at hand.

Sincerely,

Brennan Duffy, CEcD
Town of Norwich
Town Manager
(802) 649-1419 x117

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

From: Pam Smith <psmith.lister@gmail.com>
Sent: Thursday, June 26, 2025 8:18 AM
To: Brennan Duffy <BDuffy@norwich.vt.us>
Cc: Listers <Listers@norwich.vt.us>; Select Board <selectboard@norwich.vt.us>
Subject: Re: Beaulieu contract for 7/1/2025

Brennan,

I am writing to correct the record. At last night's SB meeting, I stated that you have had Amanda's contract renewal since May 19. My statement was not correct. As you can see from this email thread, Cheryl wrote to you on June 5, 2025, stating that she had placed 2 copies of Amanda's renewal contract in your mailbox for signature. It is important to note this date because it is clear that you had this contract renewal in your possession when you prepared your TM's for the June 25 SB packet. This was not a last-minute submission that you received from the Listers when you returned to the office on Monday, June 23.

I would also note that you stopped by the Listers office on the morning of June 12 to check in with us prior to the commencement of the informal hearings. During that conversation, Cheryl asked about this contract. I also recall that Cheryl explained that this was a 6-month contract to have Amanda available during the completion of the reappraisal and our search for a professional assessor through the RFP process, which we hope to have completed by the end of 2025. At that point, you said it was on your desk and that you would get it signed and returned. Cheryl followed up with you on Monday, June 23. There has been no response to either email and you did not inform the Listers at any point that you were withholding your signature until you could take this to the SB at their June 25 meeting.

Respectfully,

Pam Smith, Lister

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](#)).

On Mon, Jun 23, 2025 at 11:50 AM Cheryl Lindberg <CLindberg@norwich.vt.us> wrote:

Hi Brennan,

It's been over two weeks since I emailed you and we have not received the two copies of Amanda's contract back. When should we expect them?

Thanks,
Cheryl

Cheryl A. Lindberg, Chair
Norwich Board of Listers

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](#)).

From: Cheryl Lindberg <CLindberg@norwich.vt.us>

Sent: Thursday, June 5, 2025 10:06 AM

To: Brennan Duffy <BDuffy@norwich.vt.us>

Cc: Listers <Listers@norwich.vt.us>

Subject: Beaulieu contract for 7/1/2025

Hi Brennan,

I have placed two copies of the new contract for Amanda Beaulieu's services beginning July 1, 2025 in your mailbox for your review and signature. This is a 6-month contract to get us through the reappraisal work beginning in July and until the RFP is issued for Assessor services. Please return both copies to our office.

Thank you,
Cheryl

Cheryl A. Lindberg, Chair
Norwich Board of Listers

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](#)).

Memorandum

To: Norwich Selectboard

From: Mary Layton

Subject: Listers Compensation

Date: July 2, 2025

CC: Brennan Duffy, Miranda Bergmeier

At a Special Meeting on May 19, 2025 the Listers voted to raise their levels of compensation by three Grade levels, and in the process have elevated their pay level above that proposed for their paid assistant Amanda Beaulieu in a prospective contract. Ms. Beaulieu was hired with the understanding that although not an assessor, she had technical knowledge that the Listers do not have, and could provide her services during a transitional phase while the Listers searched for a professional assessor.

I am concerned about the timing of the Lister's vote to raise their pay, which occurred outside of the budget formation process which starts in the fall and is completed by early January. My perception is that Norwich voters, although willing to support many services, want evidence for the value that they receive for their tax dollars. Perhaps they are more likely to pay attention during budget season to changes in compensation. It certainly would be a more widely publicized forum for discussion than a midsummer special meeting of the Listers.

In addition, I do not see the logic in a sudden three grade increase in pay for the Listers that is not the result of an increase in technical knowledge or supervision of employees.

In general there is an awkwardness in the relationship structure between the Town Manager's Office and the Listers Office. The Listers have not signed off on the Personnel Policy. The Town Manager is not charged with supervision or evaluation of the Listers. The Town Manager is under the supervision of the Selectboard. The Listers are answerable to the voters, which to my mind puts an extra responsibility on the Listers Office to be transparent in their actions and communication, so that voters can decide whether the office is fulfilling their obligations competently and at market value.

I also urge the Listers to immediately issue an RFP for a professional assessor to provide support for the office. I believe it would help ease the Listers workload as well as current tensions and would provide assurance to the taxpayers that the office is being run in a professional manner.

**Amanda Beaulieu Lister Services
593 Old West Newbury Rd
Newbury, Vermont 05051
(802)-866-5460**

**To: Town of Norwich, VT. / Listers Dept.
300 Main Street
PO Box 376
Norwich, VT 05055**

July 1, 2025

Amanda Beaulieu Lister Services offers to the Town of Norwich any and all Lister duties provided by the contractor and scope of work determined by the Town Listers office with both parties in agreement.

The following details and descriptions are as follows:

Scope of work – Data entry/Property Transfers/Current Use and possible other duties within the scope of Listers duties, agreed upon.

Time / Schedule – one or two days per week. Hours – 8:30 a.m. – 2:00 p.m. Travel time of one way per day (30 minutes) included. Additional hours may be added when duties are requested and upon both parties agreeing. The day selected may be flexible depending upon circumstances.

Mileage – Once at the Town office, if the contractor is asked to use their personal vehicle for Town work, the current federal mileage rate will be billed.

Compensation - The contract agreement is the sum of the hours worked each week and will be billed monthly. The rate of pay is \$ 28.50 / hour for 180 hours. The contract will be capped at \$5,130.00 for the period July 1, 2025 to December 31, 2025.

Liability Insurance – a certificate of insurance has been supplied to the Town each year.

Termination: This agreement may be voided at any time for any reason by either party with 30-days' notice.

Contractor: Amanda Beaulieu Amanda Beaulieu Date: 6-3-2025

Norwich Board of Listers: Cheryl A. Fennellberg Date: 6/5/2025

Norwich Town Manager: _____ Date: _____

**Amanda Beaulieu Lister Services
593 Old West Newbury Rd
Newbury, Vermont 05051
(802)-866-5460**

**To: Town of Norwich, VT. / Listers Dept.
300 Main Street
PO Box 376
Norwich, VT 05055**

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Mileage – Once at the Town office, if the contractor is asked to use their vehicle for Town work, the current federal mileage rate will be billed.

Compensation - The contract agreement is the sum of the hours worked each week and will be billed monthly. The rate of pay is \$ 28.50 / hour. The contract will be capped at \$9,500.00.

Liability Insurance – a certificate of insurance will be supplied to the Town each year.

Termination: This agreement may be voided at any time for any reason by either party with 30-days' notice.

Contractor: Amanda Beaulieu Amanda Beaulieu Date: 6-20-2024

Norwich Board of Listers: Clifford A. Lundberg, Chair Date: 6/20/2024

Norwich Town Manager: [Signature] Date: 6/27/24

Application ID: DLL - Application - 61454
Application for: Second Class License
Category of Business: Second Class

Business/ Entity Information

Business/ Entity Name: Uncle Jam Industries
Business ID: 0430079
Business Address: PO Box 539, Norwich, Vermont 06055
Entity Type: Limited Liability Corporation
Phone: 5129379607
Management Type if LLC: Member-managed
Email: cole.flannery@halfstep.beer

People Information

- Person:** Cole Flannery
 - Business Role:** Business Principal
 - Business Address:** PO Box 707, norwich, Vermont, 05055
 - Phone:**
 - Email:** halfstepbeerandwine@gmail.com
 - US Citizen?**
 - Political Position**
 - Name:** Cole Flannery
 - Office:**
 - Jurisdiction:**

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

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

Half-Step Beer and Wine

Location Address:

289 Main Street,
Norwich, Vermont 05055

Local Jurisdiction/ Town Clerk:

Norwich

Health License:

Food:
Lodging:

Vermont Tax Department:

MRT-11274790

Education Details

Student Name:

Cole Flannery

Training Completion Date:

Tue Aug 08 00:00:00 GMT 2023

Mode of Training:

DLC Online Training

Type of Training:

Second Class (Off Premise)

Foundational License (if applicable)

License Type:

Second Class

License Number:

LP-032027

Licensee Name:

Half-Step Beer and Wine

License Status:

License issued-renewed application

Licensee Address:

289 Main Street ,
Norwich, Vermont 05055

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-08046	Federal Employee Identification #	Uncle Jam Industries
D-08047	Articles of Organization	Uncle Jam Industries
D-08505	Operating Agreement	Uncle Jam Industries
D-08506	Lease or proof of ownership	LN-027432
D-09297	Sales and Use tax documents	LN-027432
D-09299	Proof of Worker Compensation Insurance	LN-027432
D-09298	Other	LN-027432
D-08506	Lease or proof of ownership	LN-027432
D-09297	Sales and Use tax documents	LN-027432
D-09299	Proof of Worker Compensation Insurance	LN-027432
D-09298	Other	LN-027432

Payment and Acknowledgement

Signed by:
Cole Flannery

State of Vermont / DLL Application Fee:
70.00

Date of Submission:
2025-06-04 19:16:30

State of Vermont / DLL Payment Status:

Local Application Fee:
70

Local Control Payment Status:
false



**Town of Norwich, Vermont
Minutes of the Selectboard Meeting
Wednesday, June 25, 2025**

Active Participants at Tracy Hall: Mary Layton (SB Chair), Priscilla Vincent (SB member), Marcia Calloway (SB member), Brennan Duffy (Town Manager), Cheryl Lindberg (Lister), Peter Orner (Town member), Karen Kayen (Town member), Alexa Manning (Town member)

Active Participants on Zoom: Kimo Griggs (SB Vice Chair), Matthew Romei (Police Chief), Brie Swenson (Recreation Director), Jaan Laaspere (Planning Commission), Pam Smith (Lister)

Matt Swett (SB member) was not present.

Key: *Motions noted in italics.*
Public comment noted in blue.

The meeting was called to order by Chair Mary Layton at 6:30 pm.

YouTube Timestamp: 43:47

1. Agenda

Timestamp: 44:12

I move to approve the agenda as presented. – Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Vincent, Layton)

2. Chair's Report

Timestamp: 45:17

The Chair (1) received an update from VLCT about the passage of Act 51 and noted associated Selectboard meeting requirement updates, (2) attended a meeting with Homes for Norwich, and (3) met to establish the agenda.

3. Public Comments for Items not on the Agenda

Timestamp: 48:02

Vincent praised Administrative Assistant Brita Vallens for her proactive efforts to alert citizens about work being done on Kate Wallace Road. The Chair added appreciation for Brita and Miranda's support for the new Finance Committee.

Cheryl Lindberg gave an update on the reappraisal process, including the receipt of the informal hearing results from KRT, the coordination for upcoming updates to the website, and the target of Monday, June 30th for the filing of the abstract and the mailing of the change of assessment and change of land use letters.

Peter Orner noted his appreciation for the pedestrian corridor on Beaver Meadow Road but requested further work to paint fog lines along the road and publicize the purpose of the walkway among citizens.

Karen Kayen asked that pedestrians wear brighter colors to increase visibility for drivers.

4. Animal Control Ordinance

Timestamp: 57:12

Selectboard members reviewed version seven of the draft animal ordinance, which the Chair acknowledged was not in the packet but included minimal changes to the previous version. Calloway initiated a virtual screen-share of the version seven draft ordinance, which can be seen in the YouTube recording.

The Chair suggested discussion of section three on definitions, section five on collars and licenses, and section thirteen on leashing, and referenced correspondence from citizens that informed her ideas.

Selectboard members debated the meaning of “voice control” and “running at large.” Calloway shared concern over the ability to enforce subjective terms. Griggs and Calloway questioned how Huntley Meadows would fit into the definition of “running at large.”

The Chair shared feedback from Town Counsel on section five regarding licensing language and section thirteen regarding flexibility in off-leash hours and designated dog areas.

Vincent highlighted concerns about damage from dogs to the playing turfs, which Griggs had raised in his memo. Vincent further noted that there are more constituencies than sports players and residents who are pro-off leash dogs.

Selectboard members contemplated the various stakeholders in the ordinance discussion and recognized the likelihood of not meeting everyone’s interests completely.

The Town Manager suggested adopting the proposed edits from Town Counsel, returning to the conversation at the next meeting, and voting on it at that meeting. He highlighted that the ordinance would not take effect immediately upon the Selectboard's vote.

Griggs asked that "in season" be removed from section thirteen.

The Town Manager countered that it would be difficult to limit access to playing fields outside of the playing season given the lack of sustained clearly marked boundaries.

Selectboard members and Recreation Director Brie Swenson discussed the forms of activity across seasons at Huntley Meadows, including cross country skiing.

[Alexa Manning asked for clarification on what would stay in the ordinance from section 13 in the draft ordinance adjusted to Town Counsel's guidance.](#)

The Chair read through the updated language and shared that it would be included in the next Selectboard packet. She noted a lack of reference to a dog park in the updated language.

[Manning described the broad footprint of athletic fields and playing courts on Huntley Meadows and asked for clarity on where dogs could run free in the area.](#)

Calloway acknowledged the possibility that it could be impossible to have dogs off leash during sports season if they are not under voice control enough to stay in a certain area.

The Chair recognized the strict nature of the draft ordinance language.

Swenson noted that the Recreation Department would not manage restrictions on Huntley Meadows.

[Kayen asked "what is considered to create the problem" and shared that there needs to be more education for dog owners and dog-meeters on how to handle encounters.](#)

Calloway noted that she was contacted by a townsperson five years ago asking for support on the matter of dogs at Huntley Meadows during weekends. Calloway further referenced an instance of a child being bitten at a playing event and requiring rabies shots.

I move to incorporate and adopt the changes discussed and language recommended by Counsel, and to review a clean copy of draft #8 at the next meeting. – Calloway (2nd Vincent) Vote: yes (Calloway, Griggs, Vincent, Layton)

5. Approval of Audit Scope and Objectives

Timestamp: 2:07:05

The Town Manager shared that this was the annual agreement to engage with the auditing firm to do their annual audit for FY25.

Vincent shared that she had requested feedback on the document from a member of the Finance Committee, who confirmed that it was standard.

I move to approve the Audit Scope and Objectives as presented and authorize the Chair to sign. – Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Vincent, Layton)

6. DPW FY26 Annual Financial Plan and Certificate of Compliance

Timestamp: 2:09:22

The Town Manager shared that this was standard and would allow Norwich to have access to the State's grant funding for roads.

I move to approve the Annual TA-60 Financial Plan and Certificate of Compliance as presented. – Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Vincent, Layton)

7. DPW Bid Evaluation and Recommendation: Engineering Services for Route 132 Culvert 18

Timestamp: 2:10:55

The Town Member explained that this request was for approval to move forward with the bid for preliminary engineering for the project.

Vincent pointed out errors in dates in the memo.

The Chair highlighted the prevalence of culverts on Route 132.

I move to approve the bid from Hammond Engineering in the amount of \$27,280.00 as presented. – Calloway moved (2nd x) Vote: (2nd Vincent) Vote: yes (Calloway, Griggs, Vincent, Layton)

8. NPD Request for Designated Fund Expenditure: Radio Equipment

Timestamp: 2:13:39

Vincent noted increasing discomfort with recent town requests and her difficulty with understanding the relevant numbers.

Calloway suggested updates to the Department Request for Spending form to more thoroughly capture a department's financial standing.

I move to authorize the expenditure of up to \$12,000 from Fund #11 to purchase radio equipment for the Norwich Police Department and up to \$17,000 from Operational Line Item 1-5-500536 for in-vehicle dispatch services. – Calloway moved (2nd Griggs) Vote: yes (Calloway, Griggs, Layton), no (Vincent)

9. NPD Request for Designated Fund Expenditure: Enclosed Cargo Trailer

Timestamp: 2:17:49

The Town Manager shared that this proposed purchase would be a more efficient way to transport equipment.

I move to authorize the expenditure of up to \$12,500 from Fund #21, to purchase an enclosed cargo trailer. – Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Vincent, Layton)

10. Planning for Hearing on Proposed Zoning and Subdivision Regulations

Timestamp: 2:19:20

The Chair noted that it was necessary to have a planning hearing before passing the Planning Commission's recommended regulations.

The Town Manager clarified that the earliest possible meeting to do this at would be the July 23rd meeting.

Jaan Laaspere explained that the changes proposed are the relatively uncontroversial ones to clean things up and be in line with state statute, and that there is a running list of more in-depth changes for the next bundle of proposals.

Selectboard members and Laaspere discussed jurisdiction of town boundary lines, as well as subdivision of lots. Calloway suggested edits to language and the attachment of relevant maps due to possible issues arising from inconsistencies.

I move to hold the statutorily required Selectboard hearing on the proposed bylaw amendments and subdivision regulations on July 23, 2025. – Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Vincent, Layton)

11. Town Manager Report

Timestamp: 2:45:49

The Town Manager shared that (1) the auditor letter has been signed, (2) the annual Town of Norwich COLA increase has been calculated, (3) planning bylaw updates are in progress, (4) DPW roadway work is in progress or completed, (5) the Hemlock Road project is on target for completion in mid-July, (6) the culvert replacement will start next month, (7) an equipment operator has been hired, (8) a building and grounds technician has been promoted to an equipment operator position, (9) a building and grounds position is being advertised, (10) summer camps are beginning, (11) the RFP for tennis court resurfacing and basketball court did not receive any responses, (12) Swenson is reissuing the RFP for just the tennis court resurfacing, (13) the Tracy Hall boiler bid package has been issued, (14) the cell tower RFP did not receive any responses but will be reissued, and (15) he wants guidance on the contract renewal for Amanda's position in the Lister's Office.

The Town Manager explained his concern over signing off on a contract for a role in the Lister's Office. He further questioned the new wage scale being proposed for the Lister's Office, which would be higher than the rate of the contract position, despite the contract position having been established to provide a skillset not covered by others in the office. The Town Manager highlighted the suggestion to keep Amanda on contract for another six months, and his preference for a shorter contract to get through the reappraisal, followed by a shift to find an interested assessor.

Calloway questioned the timing of the three-grade salary hike for the listers given the ongoing reappraisal and advocated for considering the budgeting of the office once the budget season arrives.

The Chair shared Calloway's surprise at the raises.

Griggs requested the matter be added to the next meeting's agenda and noted that the subject has "come out of nowhere."

Lindberg shared that the listers had provided the document "weeks ago" and had tried to have a conversation with the Town Manager but "it didn't end up going down this path."

Lindberg expressed her frustration and disappointment that the matter was not in the Town Manager report before the packet was distributed.

The Town Manager explained that the listers held a special meeting last Thursday that changed his approach to the matter and requested guidance from the Selectboard on how to proceed.

Pam Smith asked what the topic of the discussion was given the lack of reference to the contract or listers in the meeting agenda.

The Town Manager, Smith, and Lindberg debated the details of communications surrounding the contract renewal.

Selectboard members, the Town Manager, and Smith debated the appropriateness of discussing the matter at that night's Selectboard meeting and the allowance for discussion of matters arising after the creation of the Town Manager's report.

Vincent suggested discussing updates to Tracy Hall beyond the boiler project.

12. Department Reports

Timestamp: 3:07:33

Vincent thanked the Finance Department for their overview in the packet.

13. Approve Minutes

Timestamp: 3:07:54

On #15, Calloway thought she said pejorative, not abusive.

I move to approve the minutes for June 11, 2025 as amended. – Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Vincent, Layton)

14. AP Warrants

Timestamp: 3:09:03

I move to approve AP Warrant #1341 in the amount of \$344.72 to be paid from the General Fund; AP Warrant #1342 in the amount of \$185.00 to be paid from the General Fund; and AP Warrant #1343 in the amount of \$106,180.34 to be paid from the General Fund.– Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Layton), abstain (Vincent)

15. Receipt of Correspondence

Timestamp: 3:10:03

The Chair asked for confirmation from the Selectboard as to whether they would like to add strategic planning to the next meeting's agenda. Calloway requested the Selectboard invite the Affordable Housing Subcommittee to the next meeting. Vincent requested a discussion of the next steps for Tracy Hall improvement.

I move to receive all correspondence. – Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Layton, Vincent)

16. Adjournment

Timestamp: 3:24:20

I move to adjourn the meeting. – Calloway moved (2nd Vincent) Vote: yes (Calloway, Griggs, Layton, Vincent)

Meeting adjourned at 9:11 pm.

Minutes taken by Jenny Tolman.

Fwd: Routine Summer Speeding/ 40-45 in 25 MPH Zones

From Peter Orner <peterorner@gmail.com>

Date Sat 6/28/2025 12:52 PM

To Select Board <selectboard@norwich.vt.us>; Miranda Bergmeier <MBergmeier@norwich.vt.us>

Hi Miranda,
Could you include in the next packet? Many thanks,
Peter

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

From: **Peter Orner** <peterorner@gmail.com>

Date: Sat, Jun 28, 2025 at 12:51 PM

Subject: Routine Summer Speeding/ 40-45 in 25 MPH Zones

To: <norwich@lists.vitalcommunities.org>

Cars and trucks doing 15-20 over the speed limit in 25 MPH zones shouldn't be acceptable, especially in summer when more folks are walking and kids are out riding their bikes. Yet we all know, it's routine. Even worse on summer weekends when our population expands and there is no Norwich police coverage. For years residents have suggested inexpensive ways to calm traffic. These include the laudable Beaver Meadow pedestrian corridor project, a step in the right direction but currently left unfinished. No signs identify the path as a place for pedestrians to walk and to many drivers, given the color of the gravel, it appears to be a widening of the road, an invitation to drive faster. Fog lines would provide at least some demarcation between the gravel path and the road. There also needs to be a commitment to maintain this seasonal path. Other cheap options: more and rationally placed crosswalks, including restoration of the one that used to be across from the Ballard Trail (the sign indicating the presence of a crosswalk remains, leaning into the trees, a kind of phantom from a time when we could walk safely up to Ballard) mobile speed signs strategically deployed rather than fixed, plastic barriers, speed bumps, etc. Traffic calming is a quality of life issue that needs creative and sustained attention from town leadership. The Selectboard should consider placing traffic calming on the agenda so it might hear directly from residents.

Peter Orner

Listers Update - 2025 Reappraisal Abstract and Property Record Cards on available

From Cheryl Lindberg <CLindberg@norwich.vt.us>

Date Wed 7/2/2025 5:19 PM

To norwich@lists.vitalcommunities.org <norwich@lists.vitalcommunities.org>

Cc Listers <Listers@norwich.vt.us>; Select Board <selectboard@norwich.vt.us>

Norwich Property Owners,

The 2025 ABSTRACT is filed with the Town Clerk and the Change of Assessment letters are in the mail along with the Change of Land Use Value letters. Please watch for your letter to arrive as it has all the information needed to submit a grievance should you want to grieve.

BEST UPDATE NEWS – The Listers have succeeded in getting the more detailed 2025 property record cards onto the Town’s website !!!! The link for the 2025 Property Record Cards can be found on the Town of Norwich, VT website on the Board of Listers page. To find the detailed record card, follow these steps. Click on the link and once you have reached the HOME page stating “2025 Abstract Property Assessment Data”, enter the owner’s last name and click on SEARCH. The property will be listed below and you click on the property link. Then click on the tab in the upper left of the screen titled ASSESSOR RECORD CARD and you have accessed your detailed property card. [Board of Listers | Official Website of the Town of Norwich, Vermont](#)

Though we aren’t finished with the Reappraisal process until the grievances are over and the 2025 Grand List is lodged, we would appreciate any feedback that you wish to give us at our email address listers@norwich.vt.us We have received some kind words from many and if there is something we can do better, please let us know.

We want to take this opportunity to thank the three Norwich residents who helped us get those COA letters in the mail !!! You got us home earlier than anticipated Tuesday night.

Cheryl A. Lindberg, Pamela T. Smith and Ernie Ciccotelli
Norwich Board of Listers

Cheryl A. Lindberg
Treasurer
Town of Norwich, VT

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](#)).

MEMORANDUM

TO: Selectboard
FROM: Marcia Calloway, Selectboard
DATE: 7/2/2025
RE: Zoning bylaw approval

Issue: Zoning bylaws determine what will or can happen to a town. They impact the way town's intend to develop, where housing and businesses are placed, what land/landscapes must be protected, etc. They should be working in conjunction with an approved and active town plan. Perhaps most critically in the 21st century, bylaws should be forward-thinking: cognizant of population needs, geographical realities and challenges, climate change evidence and threats, and available town resources to provide protection and resilience planning. The Planning Commission and Planning Office are charged with preparation of the bylaws. As it stands, the five (5) Selectboard members approve the bylaws.

Statutes: Vermont statutes give the Selectboard the authority to allow voters to vote on bylaws/amendments. The Selectboard can take action to warn the adoption of bylaws/amendments by Australian ballot at a special or regular meeting of the town.

- 24 V.S.A. 4442 (c) "Routine adoption. A bylaw, bylaw amendment, or bylaw repeal shall be adopted by a majority of the members of the legislative body at a meeting that is held after the final public hearing, and shall be effective 21 days after adoption **unless, by action of the legislative body, the bylaw amendment is warned for adoption by the municipality by Australian ballot at a special or regular meeting of the municipality.**"

Given the significance and effects of bylaws, I would move to have the bylaw amendments warned for vote by Australian ballot.

I would also note that, if voters disagree with a vote by the Selectboard, they can petition within 20 days of the Selectboard vote for a meeting to vote by Australian ballot.

- 24 V.S.A. § 4442 (d) "(d) Petition for popular vote. **Notwithstanding subsection (c) of this section, a vote by the legislative body on a bylaw, amendment, or repeal shall not take effect if five percent of the voters of the municipality petition for a meeting of the municipality to consider the bylaw, amendment, or repeal, and the petition is filed within 20 days of the vote. In that case, a meeting of the municipality shall be duly warned for the purpose of acting by Australian ballot upon the bylaw, amendment, or repeal.**

Summary:

I think bylaws and bylaw amendments are critical and deserve the attention of Norwich citizens, and the Selectboard should allow them to vote by Australian ballot.

From: [Alexa Manning](#)
To: [Select Board](#)
Subject: Edits to Draft Animal Ordinance
Date: Thursday, July 3, 2025 11:41:10 AM

To the Norwich Selectboard:

I am writing to express my concern with the edits voted into the Draft Animal Ordinance at the Selectboard Meeting on June 25th. I have three main concerns, as outlined below:

1) The information leading up to the edits, and the edits themselves, should have been part of the Meeting Packet prepared and made available to the public prior to the meeting. Members of the public at the meeting and on the Zoom did not have a chance to read and consider the amendments prior to the meeting, and thus were at a disadvantage to engage in informed discussion and ask informed questions.

2) The proposed wording of Section 13, sub-section A, which prohibits all dogs (on-leash or off-leash) from all playing surfaces, parks, and fields while the fields are marked an in-season needs an amendment. When I asked at the meeting "What about incidental use, such as a dog chasing a ball who runs across the marked field while no on is using it," Brie Swenson, Recreation Director, spoke up and assured me that was not the intent of the ordinance, and that of course a dog running to chase a ball who incidentally crossed an unoccupied field would not be an issue. But that wording needs to be codified into the ordinance. Brie could move on to another position at some point, and the next Rec Director might feel differently. Wording is needed that permits incidental use.

3) The proposed wording of Section 13, sub-section B, which prohibits off-leash dogs from all town-owned areas other than as in posted rules is, I realize, and as discussed at the Meeting, an attempt to get an ordinance passed while kicking down the road the sticky issue of off-leash use at Huntley, and addressing that issue via "Rules" to be put together at a later date via the Selectboard Open-Meeting process. However, this sub-section also needs an amendment. The current language does not REQUIRE the creation of any rules. So, even though the Selectboard has stated that this language allows the off-leash issue to be addressed down the line so that the rest of the Ordinance can be passed, this current language prohibits all off-leash dogs at all times, and does not REQUIRE the creation of any rules amending that prohibition. This effectively removes all leverage for members of the public in favor of sharing time at Huntley and creating both on-leash and off-leash time. If Section B as currently written becomes part of the passed Ordinance, off-leash dogs are not allowed until some undefined and not mandated time in the future when some people MIGHT make some additional rules. This is not a compromise (and the Selectboard has consistently said the final Ordinance will be a compromise). This is ban, with the possibility there might (or might not) be changes down the line.

Thank you for your continued attention to this important issue, and to your service to the Town of Norwich.

Sincerely,
Alexa Manning



Virus-free www.avast.com

From: [Jenny Barba](#)
To: [Select Board](#)
Subject: For the Selectboard
Date: Thursday, July 3, 2025 11:59:14 AM

To the Norwich Selectboard:

I strongly support that dogs should be allowed off-leash at Huntley other than on the playing fields when sports teams are practicing and playing games, and anytime on town trails and other town properties.

Jenny

Jenny H. Barba
cell: 415.215.3558
email: jennyhbarba@gmail.com

Agenda Items for next Selectboard Meeting

From Steven Hepburn <stevenjhepburn@gmail.com>

Date Sat 6/28/2025 10:05 PM

To Select Board <selectboard@norwich.vt.us>; marydlayton@gmail.com <marydlayton@gmail.com>

 3 attachments (48 KB)

6-24-25 Memo rules of procedure.docx; 6-24-25 Memo ex-officio.docx; Finance Committee Rules of Procedure Draft.docx;

Dear Selectboard Members,

On behalf of the Norwich Finance Committee, I respectfully request that the following items be added to the agenda for an upcoming Selectboard meeting:

1. A memo expressing concern about the designation of the Town Treasurer as a non-voting ex-officio member.
2. Submission of the Committee's adopted 2025 Rules of Procedure for review and feedback.

The attached documents provide further detail. We look forward to your guidance and continued collaboration.

Sincerely,
Steven Hepburn
Chair, Norwich Finance Committee

To: Norwich Selectboard

From: Norwich Finance Committee

Date: 6/24/2025

Subject: Finance Committee Concern Regarding Ex-Officio Voting Rights of Town Treasurer

Dear Selectboard Members,

At our most recent meeting, the Norwich Finance Committee unanimously voted to express concern over the recent decision to designate the Town Treasurer as a *non-voting* ex-officio member of the Committee.

While we understand the Selectboard's desire to maintain an odd number of voting members, we are concerned that this approach diminishes the Treasurer's ability to contribute as a full and equal member of the committee - a role that has historically included voting rights. We also noted that ex-officio status does not typically imply non-voting rights.

We respectfully request reconsideration of this change.

Sincerely,

Steven Hepburn, Chair

Norwich Finance Committee

To: Norwich Selectboard

From: Norwich Finance Committee

Date: 6/24/2025

Subject: Submission of 2025 Rules of Procedure for Review and Feedback

Dear Members of the Selectboard,

The Norwich Finance Committee respectfully submits the attached adopted **Rules of Procedure (2025)** for your review and feedback.

These procedures were developed in alignment with the committee's advisory role as defined by the Selectboard and reflect our understanding of the committee's scope and responsibilities. We have taken to heart the direction and discussion expressed in recent meetings that the Selectboard wishes to be highly directive in shaping the Finance Committee's work. As such, the document includes clear language affirming that research and recommendations will be initiated at the request of the Selectboard, through a memo process from the Chair, and that any independent proposals from the committee will require prior Selectboard approval before proceeding.

Our intention in adopting these procedures is to ensure that the committee operates transparently, efficiently, and in close coordination with the Selectboard's priorities. We welcome any suggestions or modifications you may have and look forward to your guidance to ensure that our work continues to support the fiscal well-being of the Town.

Although various ideas have been mentioned during Selectboard meetings as potential topics for the Finance Committee to explore, we have not yet received a clear consensus and a formal request to proceed with any of them.

Thank you for your time and consideration.

Sincerely,

Steven Hepburn, Chair

Norwich Finance Committee

Norwich Finance Committee - Rules of Procedure (2025)

1. Purpose The Norwich Finance Committee is an advisory body established by the Selectboard to provide non-binding recommendations and research related to:

- The annual budgets for the Town of Norwich, the Norwich School District, and the Dresden School District.
- Other financial matters as requested by the Selectboard.

Requests for recommendations and research from the Selectboard to the Finance Committee should be made through a memo issued by the Selectboard Chair. Each memo should clearly outline the scope and details necessary for the committee to begin its work, along with guidance on how and where the Selectboard wishes to receive the committee's findings and recommendations.

The Finance Committee may also, from time to time, propose areas of financial research or analysis it believes would benefit the Town. These proposals will be submitted to the Selectboard for consideration, and the committee will proceed only with Selectboard approval.

2. Membership and Terms

- The Committee shall consist of up to 5 Norwich residents plus the Town Treasurer.
- Members are appointed by the Selectboard to serve staggered 3-year terms.
- The Town Treasurer serves as a non-voting ex-officio member.
- Appointments shall follow the **Selectboard Appointment Policy (2019)**.

3. Officers and Duties

- At the first meeting each year, members shall elect a Chair and Vice-Chair. A Secretary may also be elected or assigned.
- **Chair:** Schedules and facilitates meetings, coordinates with the Selectboard or staff.
- **Vice-Chair:** Acts as Chair when the Chair is absent.
- **Secretary** (optional): Keeps minutes and distributes agendas unless this is handled by staff or as a rotating position.

4. Meetings

- Meetings are open to the public and must comply with Vermont's Open Meeting Law. It is recommended but not required that Committee Members review Open Meeting Law training and Frequently Asked Questions made available by the Vermont Secretary of State.
- A minimum of 48 hours' notice must be given for regular meetings, with agendas publicly posted.

- The Committee may meet in person, remotely, or in a hybrid format.
- Meetings must comply with the **Digital Media Policy (2020)** if using Town digital platforms.

5. Quorum and Voting

- A quorum is required to conduct business:
 - A quorum shall consist of a majority of currently appointed voting members. A motion passes with a simple majority of voting members present.

6. Basic Decision-Making Process (Simplified Procedure)

- Any member may make a suggestion by saying: "I motion that we..."
- Another member must say: "Second" to move forward with discussion.
- The Chair ensures that everyone has a chance to speak (once each, then again if needed).
- After the discussion, the Chair asks: "All in favor? All opposed?" and announces the result. When a meeting is being held remotely or in a hybrid format, a rollcall vote must be held.
- Amendments can be made by saying: "I propose a change to the motion..."

7. Ethics and Conduct

- All members must comply with the **Conflict of Interest Policy (2019)**.
- Members must treat each other and the public respectfully and avoid dominating discussions.
- Members shall act in line with the **Vision and Guiding Principles (2017)** adopted by the Selectboard.

8. Minutes and Records

- Meeting minutes must be taken and posted publicly in a timely manner.
- If meetings are recorded (not required), recordings should be posted online for at least 30 days after minutes are approved.
- All public records and recordings must comply with the **Digital Media Policy (2020)** and Vermont's Public Records Law.

9. Reporting to the Selectboard

- The Committee shall submit quarterly written reports to the Selectboard per the **Policy Governing Committee Reporting (2018)**.
- Reports are due to the Town Manager's office by 3:00 p.m. on the Thursday before the first regular Selectboard meeting following each quarter.

- A yearly submission of this Rules of Procedure and committee goals shall be submitted by the first regular Selectboard meeting in May.

10. Amendments to Rules of Procedure

- These rules may be amended by majority vote of the committee at any duly warned meeting.