Greensboro’s response to the article in the Hardwick Gazette on 3/24/21

Greensboro has some comments about the article titled Police Department, Town React to Greensboro Canceling Contract by Doug McClure that appeared in the 3/24/21 issue of the Hardwick Gazette. We first quote the article and then give our response.

“At the March 18 [Hardwick] select board meeting, the board discussed Greensboro’s cancellation of the $245,053 contract for police services.”

- Greensboro did not cancel a $245,053 contract. However, Greensboro did not renew our current police services contract for $267,938 for fiscal year 2021 (ends 6/30/21).

“At Greensboro’s Town Meeting, voters approved a budget with a $78,000 decrease for police services with a note that ‘As of now, we are unsure what our police services will be starting on 7/1/21.’”

- We want to clarify that the “as of now” statement was written in January 2021 before Greensboro’s Town Report was sent to the printer.

“Select board chair Eric Remick said Greensboro signed with Orleans County for ‘roughly the same amount they would have paid us.’”

- Greensboro does not know what “roughly the same amount means.” The last number Hardwick provided to Greensboro was $245,053, the amount in Hardwick’s Town Report. This suggests that Hardwick was still expecting Greensboro to pay $245,053 as of late January 2021. We note that Greensboro’s Town Report contained $190,000 and that Greensboro publicized that figure for a week or two in January 2021 before our Town Report went to the printer in late January 2021. There were a few additional conversations with Hardwick after that time about how to calculate the amount Greensboro would pay, but no dollar amounts were mentioned.

- Here’s a quick recap of how the numbers evolved:
  o 10/15/20 Greensboro asked a few questions.
  o 10/23/20 Hardwick said about $270,000.
  o 11/4/20 Greensboro asked all of our questions.
  o 11/19/20 Hardwick said $249,486.
  o 12/16/20 Hardwick said $244,683.
  o 1/8/21 Hardwick said $245,053.
  o 1/19/21 After publicizing a draft budget for one or two weeks and having two public meetings, Greensboro formally puts $190,000 in its Town Report for voters at Town Meeting.
  o 1/26/21 Hardwick approves its Warning for voters at Town Meeting containing $245,053.
  o 3/11/21 Greensboro informed Hardwick that we are not renewing the police services contract.
  o 3/24/21 Hardwick said $190,000 is “roughly the same amount they would have paid us.”

“Fielder said, ‘we didn’t get an official written notice, just a call from one of their select board members,’ informing them of the cancelation.”

- There is nothing in the contract stating how Greensboro should notify Hardwick. We thought it would be more polite to notify Hardwick with a telephone call in case Hardwick had any comments or questions.
"[Fielder] said Hardwick had tried to keep ‘an open channel and keep the conversation going’ and did their best to explain costs to Greensboro.”

- This is accurate only if telling Greensboro exactly how much we have to pay without addressing our concerns can be considered an “open channel” and “conversation.” In addition, Hardwick did not explain any costs to Greensboro, nor did we ask them to. We understood the formula Hardwick was using, but we disagreed with the inputs to that formula.

- In an email to Hardwick on 12/1/20, Greensboro wrote: “Do you have any new responses to the issues and concerns raised in the memo and spreadsheet from ...11/4/20? [Greensboro’s] understanding is that most of the items have not been addressed, and the answer to any that have been discussed is 'no.' " Hardwick’s response was "We have nothing more to offer...." We understood this to mean that a final offer had been made, take it or leave it.

Fielder said “We were at a significant disadvantage because we weren’t invited to the table to offer more.”

- Greensboro laid all of our cards on the table in an email with two detailed attachments on 11/4/20. Hardwick never responded until about 2 ½ months later (1/15/21) and essentially denied three of Greensboro’s four ideas for a fair contract in the future (the one idea Hardwick was amenable to was for a 1-year contract).

“Fielder said a ‘line of commentary’ had emerged that Greensboro thought it had been taken advantage of in past years and asked to pay more than their share.”

- We provided data and a list of questions, not a “line of commentary.” To be clear, Greensboro believes that we are still being taken advantage of and we are indeed paying more than our fair share of what it actually costs to run HPD. The current contract allows Hardwick to collect a certain amount from Greensboro for this year, but it doesn’t require Hardwick to collect that amount. Hardwick has received windfall profits lining their pockets (their General Fund) in fiscal year 2020 and is again receiving windfall profits in fiscal year 2021. Greensboro verbally asked for an adjustment to the current contract going forward to account for this discrepancy and was denied. We note that there is no adjustment mechanism specified in the current contract, but we feel one should have been made for the good of the relationship going forward.

“Fielder said ‘In no way, shape, or form were we trying to take advantage of the taxpayers and the community being served.’”

- On 10/23/20, Hardwick proposed amounts for a new 3-year contract for around $270,000 for the first year, around $280,000 for the second year, and around $290,000 for the third year. These amounts were calculated by starting with an inflated base of $267,938 and increasing by about 0.5% in year 1, then 3.5% to 4.0% in year 2, then 3.5% to 4.0% in year 3.

- Greensboro explained the problem to Hardwick, as well as our ideas for a fair contract, on 11/4/20.

- Hardwick’s subsequent amounts of $249,486, $244,683, and $245,053 were based on the cost sharing formula that Greensboro already indicated was not fair.

“[Fielder] added, ‘We looked at this as a negotiation. The other side at no point considered this a negotiation.’”

- Greensboro explained the problem to Hardwick in full and in good faith presented all of our ideas for a fair contract on 11/4/20. Hardwick came back with inflated numbers and “no” or “we have nothing more to offer” in response to our requests.
“Chief Cochran mentioned one officer from the town’s department had moved to another agency and another officer deployed, thus reducing current payroll costs. Remick said not having to pay those two officers got the town within roughly $40,000 of the lost revenue.”

- The actual costs to run HPD have already decreased significantly, but Greensboro’s costs have not decreased at all. This is the crux of the issue and what Greensboro was trying to rectify in the renewal contract. Hardwick benefits from reduced costs to run HPD but Greensboro is stuck paying an elevated amount. HPD’s service levels must have declined compared to what the current contract envisioned when it was signed, although Greensboro is still paying for a fully staffed department.

As far as the reports HPD provides to Greensboro:

- We are aware of only one report. We receive an Incident Report once a month listing the incidents in Greensboro. For February 2021 there were 7 incidents. This Incident Report gives an internal HPD incident number, an up to 4-word description of the type of incident, the exact same date and time stamp that appears 3 separate times per incident (i.e., we can’t tell how much time HPD spent on any incident), a code for which officer responded, and an address where the incident happened. This seems to be a system-generated report. Greensboro receives no information about how much time HPD spends on matters related to Greensboro or what percentage of HPD’s resources Greensboro uses.

“Fielder said he was ‘upset’ by the cancelation.”

- Greensboro was also upset by the renewal process and everyone involved from Hardwick was aware of this. In an email on 1/11/21 from a Greensboro Selectboard member to Hardwick’s Town Manager, Chief of Police, Business Manager, the entire Hardwick Select Board, and the rest of the Greensboro Selectboard, that Selectboard member wrote: “I have found this process to be wholly unsatisfying and completely opposite to what I was expecting before the process started.”

“Fielder said the contract with Greensboro will remain in effect until the end of June. ‘We have an obligation to do this service through June 30 and we damn sure will be doing it,’ he said. ‘That’s our obligation.’”

- By completing its contractual obligation, Hardwick will receive about $15,000 in windfall profits over the last 3 months of this contract.
- Greensboro thanks Hardwick and HPD for any and all efforts to make this transition as smooth as possible for both towns.