

**Town of Pomfret**  
**5218 Pomfret Road**  
**North Pomfret, VT 05053**  
**Agenda for May 21, 2014 Selectboard Meeting**  
**Meeting to be held at 6pm at the Town Offices**

1. Call to Order **(6:00pm)**
2. Probationary Employee Review of Road Foreman: *Executive Session*
3. Discussion relating to real estate option concerning emergency services antenna/repeater: *Executive Session*
4. Review of Agenda **(7:00pm)**
5. Public Comment
6. Probationary Employee Review of Road Foreman
7. Real estate option concerning emergency services antenna/repeater
8. Constable's Report
  - (a) Runamuck kennel agreement (See attached page 2)
  - (b) Appointment of substitute Constable
  - (c) Possible vote on changes to Dog Ordinance (See attached pages 3-8)
9. Treasurer's Report
  - (a) Review and action on warrants for payment (See attached pages 9-10)
  - (b) ~~Chart of accounts update~~
  - (c) Procedure for fuel and propane contracts
  - (d) ~~Scott Harrington Road Maintenance Fund disbursement of remaining principal~~
10. Road Foreman's Report
  - (a) Paving grant update and review of Vermont Standard Grant Agreement (See attached pages 11-17)
  - (b) Bridge grant update
  - (c) ~~Review of estimates for truck body and implements for new 4wd scraper truck (See attached pages 18-22)~~
  - (d) ~~Roadside mowing update~~
11. Vacancies: Road Commissioner
12. Unfinished Business:
  - (a) Town Hall occupancy limits
  - (b) Grounds maintenance bidding process
  - (c) Computer support services update
  - (d) Short and long term priorities
13. New Business
  - (a) Personnel policy (See attached pages 23-40)
  - (b) Sheriff patrol
  - (c) Library walkway
14. Approval of minutes of prior meetings: 4/16/14, 5/5/14 & 5/7/14

**Town of Pomfret**  
5218 Pomfret Road  
North Pomfret, VT 05053  
802-457-3861

Agreement between the Town of Pomfret (Municipality) and Run-amuck (Kennel) for the period beginning the \_\_\_\_ day of \_\_\_\_\_, 2014.ending December 31, 2015

Run-amuck agrees to accept any dog(s) brought to the shelter by Pomfret (Municipality) Constable and or animal control or Law enforcement officer, **SPACE PERMITTING.**

The dogs, “wolf-hybrid” in accordance with Vermont state statutes **Title: 20** must be held up to 30 day’s but not to exceed, after which they may be up for adoption if not claimed by owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

Any and all fee’s or charges by the kennel (Run-amuck) are payable by the Town of Pomfret (Municipality). If the Kennel, (Run-amuck) must hold a dog beyond the legal holding time for the municipality (Pomfret) because of a pending court case, etc., Run-amuck will have a \$25.00 dollar fee per day per dog payable by the Town of Pomfret.

In the event that a vicious dog is left at the shelter there must be written information from the Constable and or animal control or law enforcement officer pertaining to the dog’s status following the Kennel (Run-amuck) protocol.

\_\_\_\_\_  
Town of Pomfret (Date)  
5218 Pomfret Road  
North Pomfret, VT  
05053  
802-457-3861

\_\_\_\_\_  
Run-amuck (Date)  
1217 Vermont 12,  
Woodstock, VT  
05091  
802-457-3990

**TOWN OF POMFRET  
DOG ORDINANCE  
Originally Adopted May 22, 1984  
Amended December 19, 2012**

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

**SECTION 2. PURPOSE.** It is the purpose of this ordinance to regulate the keeping of dogs to protect public health and safety and to protect the residents' quiet enjoyment of their homes and properties.

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

A. **“Dog”** means any member of the canine species; including wolf hybrid.

B. **“Wolf hybrid”** means:

1. An animal that is the progeny of a dog and a wolf (*Canis lupus* or *Canis rufus*);
2. An animal that is advertised or otherwise described or represented to be a wolf hybrid; or
3. An animal that exhibits primary physical and/or behavioral wolf characteristics

C. **“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.

D. **“Run at large”** means that a dog is not:

1. Under restraint, meaning that the dog is controlled by a leash or is with a competent person and obedient to that person's commands;
2. in a vehicle;
3. on the owner's property;
4. on the property of another person with that person's permission; or
5. hunting with the owner.

E. **“Vicious dog”** means a dog that attacks any person or causes any person to reasonably fear attack or bodily injury from such animal, unless the person is trespassing on the property of the owner of the dog. The term shall also mean any dog that, while running at large, attacks another domestic pet or domestic animal, as defined in 20 V.S.A. § 3541.

-

F. "Municipal Officer" means any constable, police officer, or the Selectboard, or any designee of the Selectboard and the use of any of those terms in this Ordinance shall be deemed to include all others, except where Selectboard is referenced as the adopting authority or appeal authority, where the use of that terms shall be exclusive.

#### **SECTION 4. DISTURBANCES AND NUISANCES.**

The following are declared to be public nuisances punishable under this Ordinance, without intending limitation of availability of remedy of any party to pursue any action for private nuisance or damage to person or property:

- A. No dog owner shall permit his/her dog to run at large in the Town of Pomfret.
- B. No dog owner shall permit his/her dog to harass or attack people or to harass or attack domestic pets or domestic animals unless such people or animals are trespassing on the private property of the owner of the dog.
- C. No person shall permit his/her dog to disturb the quiet, comfort and repose of others by frequent, habitual or persistent barking or howling.
- D. The person in control of a dog that defecates in any public area or on the private property of another person shall immediately remove the fecal material and dispose of it in a sanitary manner.
- E. If a dog causes harm to another domestic animal without provocation, said dog may be ordered by any municipal officer to be impounded or immediately removed from the Town of Pomfret or destroyed depending on the seriousness of the violation. The owner of the dog may appeal such order by delivering written notice of such appeal to the office of the Town Clerk, as representative of the Selectboard within ten (10) days of the date of the order. The appeal shall be heard by the Selectboard at public hearing within fifteen (15) days of the date of delivery of the written notice of appeal. The owner shall be notified of the date of the hearing by written notice addressed to the last known address of the owner. The Selectboard shall issue a written decision on the appeal promptly, but in no event later than fifteen (15) days following the appeal hearing. A copy of the decision shall be sent to the owner.
- F. The dog is causing damage to the property of anyone other than its owner, by, for example and without limitation:
  - a. Turning over garbage containers; or
  - b. Doing damage to gardens, flowers, shrubs, vegetables or lawns; or
  - c. Injuring or worrying people, domestic pets, domestic animals, or other dogs.

## **SECTION 5. COLLAR AND LICENSE.**

- A. The owners of all dogs shall cause said dogs to be licensed according to the laws of this state (20 V.S.A. § 3581) and shall insure that his/her dog(s) wear a collar or harness with the current license attached. An animal that is visiting from out of state must wear a collar or harness with a current license from its home state attached.
- B. A dog that is found without a collar or harness and license may be immediately impounded under authority of 20 V.S.A. § 3806 and shall be managed under the provisions of that statute.

## **SECTION 6. HUMANE CARE OF DOGS.**

All dogs and other domestic pets and animals shall be furnished with clean and safe facilities sufficient to protect the animal and the public health. Any dog determined by the constable or county sheriff to be without such clean and safe facilities may be impounded and the owner charged with a violation of this ordinance.

## **SECTION 7. IMPOUNDMENT.**

- A. Anyone authorized to enforce the ordinance is authorized to impound a dog.
- B. Any dog which the constable or county sheriff has reasonable grounds to believe to be a vicious dog which presents an imminent danger to people or other animals may be immediately impounded.
- C. Any dog that is found to be without a collar and license may be impounded under authority of 20 V.S.A. § 3806 and shall be managed under the provisions of that statute.
- D. The selectboard may enter into an agreement with an individual or business to provide care for impounded dogs.

## **SECTION 8. NOTICE OF IMPOUNDMENT AND RELEASE FROM IMPOUNDMENT.**

- A. The constable or county sheriff who impounds a dog shall, within 24 hours, give ~~written~~ notice to the owner thereof either personally, by telephone call or voicemail, or by written notice at the owner's dwelling or mailed to the last known address of the owner, stating the reason for the impoundment, the location of the animal and the steps that are necessary to have the animal returned to the owner.
- B. The constable or county sheriff who impounds a dog shall report the impoundment to the selectboard at the next public selectboard meeting.
- C. If an impounded dog has no license or other identification, the person who impounds it shall proceed under the provisions of 20 V.S.A. § 3806
- D. Impounded animals shall be released to the owner only after payment of all impoundment costs and after remedial action by the owner. Impoundment costs

shall be set annually by the selectboard and may include but are not limited to boarding costs, veterinary costs and costs incurred by Town officials.

## **SECTION 9. ENFORCEMENT.**

- A. This is a civil ordinance and shall be enforced by the constable or county sheriff in the Vermont Judicial Bureau in accordance with 24 V.S.A. § 1974a et seq.
- B. When the constable or county sheriff has reasonable grounds to believe that a person has violated a provision of this ordinance they may issue a municipal ticket which is prosecuted through the Vermont Judicial Bureau. They shall report shall report the alleged violation and the issuance of municipal tickets to the selectboard at the next public selectboard meeting.

## SECTION 10. INVESTIGATION OF VICIOUS DOGS

A. When a domestic pet has bitten a person while the domestic pet is off the premises of the owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the legislative body 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 legislative body in conducting its investigation.

B. The legislative body, within seven days from receipt of the complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the domestic pet 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 the facts of the complaint.

C. If the domestic pet or wolf-hybrid is found to have bitten the victim without provocation, the municipal officials shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the domestic pet is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 VSA § 3550.

D. In cases where the dog is determined to be vicious through investigation by a municipal officer, the owner (in addition to being subject to any other sanction or penalty reference in or provided by this Ordinance) may be ordered to remove the animal from the Town of Pomfret or to destroy the animal depending on the seriousness of the violation. Such order shall be subject to appeal by the owner pursuant to the procedure in the immediately preceding paragraph. If the animal in question has bitten or broken the skin of a person or other domestic animal, this animal will be required to be confined for ten (10) days (and may be tested for rabies or any other disease) all at the owner's expense.

E. The procedures provided in the section shall only apply if the domestic pet is not a rabies suspect. If a member of the legislative body or a municipal official designated by the legislative body determines that the animal is a rabies suspect, the provisions of Subchapter 5 of Title 20, Chapter 193 and the rules of the department of health shall apply.

**SECTION 10. PENALTIES AND COSTS.**

Except as provided Section 4(E) and Section 10 regarding a vicious dog as defined herein, where additional actions may be imposed, fines and penalties in addition to costs of impoundment may be imposed as follows:

- A. Up to \$100.00 full penalty/ up to \$75.00 waiver penalty (the waiver penalty applies when an alleged violator pays the fine without contesting the violation).
- B. First offense \$100.00 full penalty/\$50.00 waiver penalty
- C. Second offense \$150.00 full penalty/ \$100.00 waiver penalty
- D. Third and subsequent offenses \$200.00 full penalty/\$150.00 waiver penalty

**SECTION 11. OTHER LAWS.** This ordinance is in addition to all other Ordinances of the Town of Pomfret and all applicable laws of the State of Vermont.

**SECTION 12. SEVERABILITY.** 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 13. EFFECTIVE DATE.** This ordinance shall become effective 60 days after its adoption by the Pomfret selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Adopted as amended this \_\_\_\_\_ day of \_\_\_\_\_, 201~~23~~<sup>24</sup>

Pomfret Selectboard

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

**Adoption History**

1. Agenda item at regular selectboard meeting held on \_\_\_\_\_.
2. Read and adopted at regular 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.]

05/21/14  
08:30 am

TOWN OF POMFRET Accounts Payable  
Invoice Edit List-Current-Last-Next FY (Checking Account 01)  
05/15/14 - 05/21/14

| Vendor                              | Invoice Number            | Purchase Order | Invoice Date | Due Date | Ck Acct | Invoice Description       | Invoice Amount | Discenc. Amount | Discount Amount |
|-------------------------------------|---------------------------|----------------|--------------|----------|---------|---------------------------|----------------|-----------------|-----------------|
| 1150                                | BLUE CROSS & BLUE SHIELD  | JUNE 2014      | 05/14/14     | 05/21/14 | 01      | health ins June-3 highway | 2,887.92       | 0.00            | 0.00            |
|                                     | 100-2-00-00-100.020       |                |              |          |         | Health Ins Payable        |                |                 |                 |
| 1272                                | CASELLA WASTE SERVICES    | 91804          | 05/14/14     | 05/21/14 | 01      | trash, May                | 25.00          | 0.00            | 0.00            |
|                                     | 150-7-20-83-410.000       |                |              |          |         | Garage Utilities          |                |                 |                 |
| 1273                                | CASEY PALMER AND SONS, BU | 268340         | 05/21/14     | 05/21/14 | 01      | chimney repairs TH        | 395.00         | 0.00            | 0.00            |
|                                     | 100-7-10-65-430.000       |                |              |          |         | Repairs & Maintenance, TH |                |                 |                 |
| 1305                                | CITIZENS BANK MASTERCARD  | JUN2, 2014     | 05/19/14     | 05/21/14 | 01      | credit card office supply |                |                 |                 |
|                                     | 100-7-10-30-641.042       |                |              |          |         | Maine Host (web site)     | 47.96          | 0.00            | 0.00            |
|                                     | 100-7-10-30-641.048       |                |              |          |         | New web site              | 40.00          | 0.00            | 0.00            |
|                                     | 100-7-10-10-610.000       |                |              |          |         | Clerk Gen Ex              | 43.99          | 0.00            | 0.00            |
|                                     | 100-7-10-30-610.000       |                |              |          |         | Town Officers Supplies    | 289.25         | 0.00            | 0.00            |
| Invoice JUN2, 2014 Total            |                           |                |              |          |         |                           | 421.20         | 0.00            | 0.00            |
| 1430                                | DEAD RIVER COMPANY        | 34228          | 05/14/14     | 05/21/14 | 01      | garage,heat oil 125.1 gal | 433.73         | 0.00            | 0.00            |
|                                     | 150-7-20-83-430.005       |                |              |          |         | Garage Fuel Oil           |                |                 |                 |
|                                     | 4-25-14 TFD               |                | 05/19/14     | 05/21/14 | 01      | Teago FD gas Eng2         | 94.40          | 0.00            | 0.00            |
|                                     | 100-7-10-40-622.000       |                |              |          |         | Utilities                 |                |                 |                 |
| Total For DEAD RIVER COMPANY        |                           |                |              |          |         |                           | 528.13         | 0.00            | 0.00            |
| 1595                                | FAIR POINT COMMUNICATIONS | 1125 APR       | 05/19/14     | 05/21/14 | 01      | Teago FD phone Apr        | 119.84         | 0.00            | 0.00            |
|                                     | 100-7-10-40-622.022       |                |              |          |         | phones Teago & Pom FD     |                |                 |                 |
|                                     | 2767APR2014               |                | 05/14/14     | 05/21/14 | 01      | garage phone april        | 72.19          | 0.00            | 0.00            |
|                                     | 150-7-20-83-410.000       |                |              |          |         | Garage Utilities          |                |                 |                 |
|                                     | 3730 APRIL                |                | 05/19/14     | 05/21/14 | 01      | PomFD phone april         | 134.64         | 0.00            | 0.00            |
|                                     | 100-7-10-40-622.022       |                |              |          |         | phones Teago & Pom FD     |                |                 |                 |
|                                     | 3861APR2014               |                | 05/14/14     | 05/21/14 | 01      | town off, april phone     | 110.99         | 0.00            | 0.00            |
|                                     | 100-7-10-30-530.000       |                |              |          |         | Telephone-Internet        |                |                 |                 |
| Total For FAIR POINT COMMUNICATIONS |                           |                |              |          |         |                           | 437.66         | 0.00            | 0.00            |
| 1910                                | IRVING OIL CORPORATION    | 954471         | 05/19/14     | 05/21/14 | 01      | 248.7 gal diesel          | 841.41         | 0.00            | 0.00            |
|                                     | 150-7-20-80-330.000       |                |              |          |         | Diesel                    |                |                 |                 |
| 2705                                | TDS LEASING INC.          | 1045746        | 05/14/14     | 05/21/14 | 01      | april, copier lease       | 94.25          | 0.00            | 0.00            |
|                                     | 100-7-10-30-740.000       |                |              |          |         | Other New Equip/Copier le |                |                 |                 |
| 2825                                | TWIN STATE STANDING SEAM  | 1863           | 05/19/14     | 05/21/14 | 01      | Town hall roof            | 12,800.00      | 0.00            | 0.00            |
|                                     | 100-7-10-65-430.000       |                |              |          |         | Repairs & Maintenance, TH |                |                 |                 |

05/21/14  
08:30 am

TOWN OF POMFRET Accounts Payable  
Invoice Edit List-Current-Last-Next FY (Checking Account 01)  
05/15/14 - 05/21/14

| Vendor                 | Invoice Number    | Purchase Order      | Invoice Date           | Due Date | Ck Acct | Invoice Amount          | Discenc. Amount | Discount Amount |
|------------------------|-------------------|---------------------|------------------------|----------|---------|-------------------------|-----------------|-----------------|
| 2865                   | U S TREASURY      | 74661231            | 05/14/14               | 05/21/14 | 01      | payroll 5-14 taxes      |                 |                 |
|                        |                   | 100-2-00-00-100.000 | FWT Payable            |          |         | 1,005.68                | 0.00            | 0.00            |
|                        |                   | 100-2-00-00-100.010 | FICA/MEDI Payable      |          |         | 915.09                  | 0.00            | 0.00            |
| Invoice 74661231 Total |                   |                     |                        |          |         | 1,920.77                | 0.00            | 0.00            |
| 3110                   | VT DEPT OF HEALTH | 200145              | 05/14/14               | 05/21/14 | 01      | 20 engraved cert papers |                 |                 |
|                        |                   | 100-7-10-30-610.000 | Town Officers Supplies |          |         | 2.00                    | 0.00            | 0.00            |
| Report Grand Total     |                   |                     |                        |          |         | 20,353.34               | 0.00            | 0.00            |

| Fund Totals | Expenditures | Dis-Encumbrance |
|-------------|--------------|-----------------|
| 100         | 18,981.01    | 0.00            |
| 150         | 1,372.33     | 0.00            |
|             | 20,353.34    | 0.00            |

**STATE OF VERMONT  
STANDARD GRANT AGREEMENT**

Contract # \_\_\_\_\_  
EA# \_\_\_\_\_

1. Parties: This is a Grant Agreement for financial assistance between the State of Vermont, Agency of Transportation (hereinafter called "State"), and \_\_\_\_\_ with principal place of business at \_\_\_\_\_, (hereinafter called "Grantee"). If Grantee does not have a Business Account Number, it is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
  
2. Subject Matter: The subject matter of this Grant Agreement is financial assistance to a municipality under 19 V.S.A. § 306(h) for resurfacing, rehabilitation, or reconstruction of paved or unpaved class 2 town highways. Detailed services to be provided by the Grantee are described in Attachment A.
  
3. Maximum Amount: In consideration of the scope of work to be provided by Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$\_\_\_\_\_.
  
4. Grant Term: The period of Grantee's performance shall begin on July 1, 20\_\_ and end on December 31, 20\_\_.
  
5. Source of Funds: State 100%
  
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
  
7. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
  
8. The Grantee's contact person for this award is: Name \_\_\_\_\_; Telephone Number \_\_\_\_\_; E-mail address \_\_\_\_\_.
  
- The Grantor's contact person for this award is: Name \_\_\_\_\_; Telephone Number \_\_\_\_\_; E-mail address \_\_\_\_\_.
  
9. The Grantee hereby certifies as follows:
  - a. The Grantee has funds available to finance the local share of the project during the Grant period.
  
  - b. The Grantee has\* has not\*\* adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further

certifies that the municipality follows and adheres to those adopted codes and standards.

- c. The Grantee has\* does not have\*\* an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1, 2, and 3 town highways, and estimated cost of repair.
  - d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
  - e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 80% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
  - f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for a 70% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
10. The Town/Municipality has completed the Environmental Resource checklist in Attachment A.
  11. Attachments: This Grant Agreement consists of \_\_\_\_\_ pages including the following attachments which are incorporated herein:
    - Attachment A – Grant Application (Scope of Work and Checklist)
    - Attachment B – Payment Provisions
    - Attachment C – Customary State Grant Provisions
    - Attachment D – Other Provisions

Recommended for Approval:

Date \_\_\_\_\_

\_\_\_\_\_

District Transportation Administrator

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT

AGENCY OF TRANSPORTATION

Signature: \_\_\_\_\_

Name: Brian R. Searles / Susan M. Minter

Title: [Deputy] Secretary of Transportation

Date: \_\_\_\_\_, 20\_\_

GRANTEE:

\_\_\_\_\_

DUNS Number \_\_\_\_\_

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM:

DATE: \_\_\_\_\_

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

**ATTACHMENT A  
SCOPE OF WORK TO BE PERFORMED BY GRANTEE**

See Grant Application and Checklist at end of this grant agreement.

**ATTACHMENT B  
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the maximum amount stated on page 1 of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

Within 45 days of completion of the work, the Grantee must request payment using a written invoice (VTrans TA65 form), to be accompanied by copies of any and all documentation supporting the invoice.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: Vermont Agency of Transportation  
District \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, VT \_\_\_\_\_

**ATTACHMENT D  
OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. ~~**Identity of workers:** The Grantee will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. [cite individuals]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement. [Deliberately omitted]~~
3. ~~**Work Product Ownership:** Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee. [Deliberately omitted]~~
4. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
5. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
6. ~~**Legal Services:** If the Grantee will be providing legal services under this Grant Agreement, Grantee agrees that during the term of the Grant Agreement he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this Grant Agreement, Grantee also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this Grant Agreement. [Deliberately omitted.]~~
7. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
8. ~~**Performance Bond:** The Grantee shall, prior to commencing work under this Grant Agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the Grant Agreement by the Grantee and payment of all subcontractors, suppliers and employees. Applies to subcontractors. [Deliberately omitted]~~
9. ~~**Professional Liability Insurance:** Before commencing work on this Grant Agreement and throughout the term of this Grant Agreement, Grantee shall procure and maintain professional liability insurance for any and all services performed under this Grant Agreement, with minimum coverage of \$\_\_\_\_\_ per occurrence. [Deliberately omitted.]~~
10. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations,

if applicable.

11. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
12. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
13. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
14. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR 225 (for state and local governments including schools), A-122 (for non-profit organizations), or A-21 (for higher education institutions) as appropriate for the Grantee's type of organization.
15. **Compliance with Administrative Regulations:** Grantee shall comply with requirements of OMB Circular A-102 (state and local governments and schools) or A-110 (institutions of higher education, hospitals, and non-profit organizations) as appropriate for the Grantee's type of organization.
16. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
17. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
18. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
19. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
20. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe ([www.digsafe.com](http://www.digsafe.com)). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
21. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
22. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions

each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).



Cives Corporation, dba  
 Viking Cives (USA)  
 14331 Mill Street  
 Harrisville, NY 13648  
 Phone: (315) 543-2321  
 Fax: (315) 543-2366  
 www.vikingcives.com

**QUOTATION**

Quote ID: 90010

Page 1 of 2

Fall '08 Factory Install  
 Catalog

**Customer:** TOWN OF POMFRET  
**Contact:** Art Lewin  
**Address:** 5218 POMFRET ROAD  
 NORTH POMFRET, VT 05053

**Phone:** 802-457-2767  
**Fax:**  
**Attn:** Art Lewin

**Quote Number:** 90010  
**Quote Date:** 04/07/2014  
**Quote valid until:** 07/07/2014  
**For:**  
**Terms:** Net 30 days  
**Salesperson:** Mike Murray  
**FOB:** Williston, VT

| QUANTITY | DESCRIPTION  | UNIT PRICE | AMOUNT |
|----------|--|------------|--------|
| 1        | S75032 VT Power Tilt Hitch & Wing Mount (Full Boxed Tube Construction)           | \$0.00     | \$0.00 |
| 1        | S31400 FAH33 All Hydraulic Front Post Assembly                                   | \$0.00     | \$0.00 |
| 1        | S33002 Standard Hinge – Extended – 10 Degree                                     | \$0.00     | \$0.00 |
| 1        | S75385 Patrol Rear Support w/Quick Release Three Point Attachment                | \$0.00     | \$0.00 |
| 1        | S75634 132WVT RH Wing w/8 Gauge Skin   | \$0.00     | \$0.00 |
| 1        | S75636 HD Timbren Trip Hydraulic Arms (cushion spring lower)                     | \$0.00     | \$0.00 |
| 1        | S60715 Carbide and Cover Blades  | \$0.00     | \$0.00 |
| 1        | S54500 Moldboard Shoes (Pair)  | \$0.00     | \$0.00 |
| 1        | 2654HSE Slotted Compression Trip One Way Moldboard w/8 Gauge Skin                | \$0.00     | \$0.00 |
| 1        | Slotted Compression Trip Reversible Push Frame w/Cushion Valve Relief            | \$0.00     | \$0.00 |
| 1        | S52410 Standard Push Lug Swivel  | \$0.00     | \$0.00 |
| 1        | S52510 Stainless Steel Dead Sheave Level Lift                                    | \$0.00     | \$0.00 |
| 1        | S60720 Carbide and Cover Blades  | \$0.00     | \$0.00 |
| 1        | S52600 Moldboard Shoes (Pair)  | \$0.00     | \$0.00 |
| 1        | Slot Adjustable Drive Frame Shoes  | \$0.00     | \$0.00 |
| 1        | DV04 Low Profile Scraper   | \$0.00     | \$0.00 |
| 1        | Hydraulic Power Reverse  | \$0.00     | \$0.00 |
| 1        | Front Mounted Load Sense Pump w/Low Oil Shut Down                                | \$0.00     | \$0.00 |
| 1        | Behind Cab Oil Reservoir w/Low Oil Sensor  | \$0.00     | \$0.00 |
| 1        | Eight Spool Implement Valve Mounted in an Enclosure                              | \$0.00     | \$0.00 |
| 1        | Arm Rest Mounted Electronic Joystick Actuated Implement Controls                 | \$0.00     | \$0.00 |
| 1        | Electronic Spreader Controls   | \$0.00     | \$0.00 |
| 1        | Stainless Hydraulic Lines to the Front and Rear (Includes Under Body)            | \$0.00     | \$0.00 |
| 1        | Viking PLSD10 Combination Spreader/Dump Body w/Full Remote Lube Kit              | \$0.00     | \$0.00 |
| 1        | 1/4" AR450 Floor w/I-Beam Long Members and Cross Members                         | \$0.00     | \$0.00 |
| 1        | 3/16" Corten Front and Sides with Full Depth Rear Posts and 2 Intermediate Posts | \$0.00     | \$0.00 |
| 1        | Six Panel Tailgate w/Air Release   | \$0.00     | \$0.00 |
| 1        | 1/2 Cab Shield   | \$0.00     | \$0.00 |
| 1        | DA Telescopic Hoist  | \$0.00     | \$0.00 |
| 1        | Ladder   | \$0.00     | \$0.00 |
| 1        | Shovel Holder  | \$0.00     | \$0.00 |
| 1        | Electric Load Cover w/Thirty Degree Aluminum Arms and Mesh Tarp                  | \$0.00     | \$0.00 |
| 1        | Pintle Plate w/25 Ton Hook, Electrical Plug, and Glad Hands                      | \$0.00     | \$0.00 |
| 1        | Front and Rear Mud Flaps w/Front Mounted Anti-Sails                              | \$0.00     | \$0.00 |
| 1        | Shot Blasted, Zinc Primed, Epoxy Primed, and Baked                               | \$0.00     | \$0.00 |

*100000 more  
 FOR AUTO  
 TRANS  
 PUMP*



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 Fax: (315) 543-2366  
 www.vikingcives.com

**QUOTATION**

Quote ID: 90010

Page 2 of 2

Fall '08 Factory Install  
 Catalog

| QUANTITY            | DESCRIPTION  | UNIT PRICE | AMOUNT             |
|---------------------|--|------------|--------------------|
| 1                   | Painted Silver and Baked                                       | \$0.00     | \$0.00             |
| 1                   | Linex Coating on All Horizontal and Forty-Five Degree Surfaces | \$0.00     | \$0.00             |
| 1                   | LED Cab Shield (4) and Corner Post Mounted Strobe System       | \$0.00     | \$0.00             |
| 1                   | LED Stop/Tail/Turns, LED Back Ups, and LED Markers             | \$0.00     | \$0.00             |
| 8                   | LED Spot Lights  | \$0.00     | \$0.00             |
| 1                   | Plow Lights w/Halogen Bulbs                                    | \$0.00     | \$0.00             |
| <b>Quote Total:</b> |  |            | <b>\$75,965.00</b> |

**The following options may be added:**

| QUANTITY | DESCRIPTION   | PRICE EACH | AMOUNT     |
|----------|---|------------|------------|
| OPT      | 304 Stainless Side Dump w/Stainless Floor and Understructure or AR400 Floor | \$9,500.00 | \$9,500.00 |

Customer must fill out the information below before the order can be processed...

|              |  |
|--------------|--|
| Accepted by: |  |
| Date:        |  |
| P.O. number: |  |

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- ◆ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- ◆ Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- ◆ Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.



May 7<sup>th</sup> 2014  
Town of Pomfret  
Attn: Art Lewin

Dear Mr. Lewin,

Tenco New England is pleased to offer the following equipment for your consideration.

- (1) H345-FW tilting front hitch.
- (2) FFH48 hydraulic front post.
- (3) FRH36DS hydraulically detachable rear post with tripod and hydraulic push arm kit.
- (4) TCW-10-H-38 seven gauge wing with thirty degree trip.
- (5) TCO-55-S-REV, reversing one way full trip plow with cable sheave lift mechanism, rubber flap, carbide and cover.
- (6) Roots DV04 Low Profile underbody power reversing scraper, with two section valve and cable controls.
- (7) Hydraulic system to include transmission mount Sauer Danfoss 80cc load sense pump with a "Hot Shift" PTO, eight section PVG32 fully proportional electric over hydraulic valve with electronic proportional joy stick controls, Freedom 2.1 series electronic sander control, stainless steel hydraulic piping to both front and rear, hydraulic couplers for all removable attachments, and 40 gallon combination SS frame mount oil reservoir and valve enclosure.
- (8) Lighting system to include plow lights, LED wing light, LED spinner light, LED feed gate light, two rear LED lights, LED Whelen cab-shield strobes, corner post mount LED strobes, and LED stop/tail/turns and marker lights.
- (9) TCB-10-T All-Season Body.  
Body includes: 1/4" Hardox floor and tailgate, 3/16" steel in the sides and front, #201 stainless steel rear corner posts, air tailgate, double acting hoist, 30" cab shield, 6" channel steel side boards with a roof-top angle, full extended grease kit, Donovan Bullet electric load cover with mesh tarp, shovel holder, pintle plate with 24.5 ton hook, D-rings, and electrical plug, two sets of mud flaps with anti-sails, and painting and undercoating of the body.

Your price for the above equipment on a chassis provided by  
the Town of Pomfret is .....\$75,813.00



*We have attached minimum specifications for the Root Underbody scraper and these must be met, with consideration for deflection when all equipment is installed and loaded.*

*Chassis must be delivered in a manner which allows the above listed equipment to be installed without modification to the chassis or moving or re-positioning of components.*

All equipment is professionally installed and supported by Tenco's factory trained parts and service staff.

Chassis must be delivered in a manner which allows the above listed equipment to be installed without modification to the chassis.

All pricing and freight are F.O.B. Barre, VT.

Quote is valid for 60 days.

Thank you for the opportunity to quote,

Greg Murray  
Sales Representative  
Tenco Industries

I, \_\_\_\_\_, as a representative of

the Town of Pomfret, wish to accept the quotation listed above.

\_\_\_\_\_  
Signature

# H. P. FAIRFIELD, LLC

QUOTE # 134739



**"MUNICIPAL SPECIALISTS"**

PHONE: 802-888-2092 FAX: 802-888-1203

<http://www.hpfairfield.com>

FROM:

Mike Perrigo

254 Wilkins Street

Morrisville, VT 05661

QUOTED TO: Town Of Pomfret  
P. O. Box 286  
Pomfret, VT 05053  
ATTN: Art

DATE: May 12, 2014

CUSTOMER PHONE: 457-2767

CUSTOMER FAX: 457-3861

## COMMENTS:

| QTY | DESCRIPTION  | PRICE       | EXT. PRICE  |
|-----|--|-------------|-------------|
| 1   | EVEREST SDS-10 10' SIDE DUMP BODY WITH 30" SIDES AND 39" TAILGATE<br><b>3/16" CORTEN CONSTRUCTION WITH A 3/16" AR400 FLOOR</b> INNER BODY DESIGN FOR SAFE OPERATION AND BODY RIGIDITY,REPLACEABLE HINGE BLOCKS WITH STAINLESS STEEL PINS,GREASE CYLINDER CHAIN TENSIONER,POLY SPINNER,POLY CHUTE, AIR TRIP TAILGATE, STAINLESS STEEL FOLD UP LADDER,SHOVEL HOLDER, DOUBLE ACTING HOIST,DONAVAN BULLET ELECTRIC TARP SYSTEM,AND CENTRAL LUBE SYSTEM. DONAVAN 3/8" SUPERFINE SIDE DUMP LINER<br>ROOT DV04 UNDERBODY SCRAPER 10' LONG 14" HIGH MOLDBOARD<br>HYDRAULIC REVERSE | \$74,840.00 | \$74,840.00 |

EVEREST PT POWER TILT FRONT PLOW HITCH PLOW LIGHTS AND FRONT PLOW CONTROL

EVEREST ACPF/ACP36/ST/62 HYDRAULIC WING SYSTEM  
36" FRONT AND A FIXED REAR POST FULL HYDRAULIC OPERATION  
SAFETY TRIP WING ARMS AND FRONT TRIP BLOCK

EVEREST W-132 WING BLADE WITH CARBIDE CUTTING EDGE

EVEREST OWSK9-CT-RR85 REVERSIBLE 11' ONE WAY SNOW PLOW WITH CARBIDE CUTTING EDGE

FRONT MOUNTED LOADSENSE HYDRAULIC PUMP WITH VALVES, FRAME MOUNTED HYDRAULIC TANK WITH CLEANABLE SUCTION SCREEN AND REPLACABLE RETURN LINE FILTER WITH A SHUT OFF VALVE LOW OIL SHUT DOWN SYSTEM WITH OVERRIDE CONTROL,CAB MOUNTED JOYSTICK CONTROLS WITH SWITCHES FOR BODY FUNCTIONS, DUAL FLOW CONTROL FOR SANDER WITH STAINLESS STEEL PLUMBING TO THE REAR OF THE TRUCK  
POWER FLOAT FOR THE REAR OF THE WING.

STOP, TURN AND TAIL LIGHTS MOUNTED IN REAR CORNER POSTS WITH BACK-UP SPOTS.(4) LIGHT STROBE SYSTEM WITH (2) CAB SHIELD STROBES AND (2) REAR STROBES BACK-UP ALARM, (2) SETS OF FLAPS 1 WITH ANTI-SAILS,PINTLE PLATE & HOOK, WING,SPINNER LIGHT,INSTALLED AND PAINTED BLACK

SIGNED *Mike Perrigo*

ACKNOWLEDGED

QUOTE TOTAL

\$74,840.00

**Serving New England for over 60 Years**

**Personnel Policies  
Town of Pomfret, Vermont**

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# **Personnel Policies Town of Pomfret, Vermont**

## **Section 1: Title and Authority**

This policy shall be known as the Town of Pomfret Personnel Policy. It has been adopted by the Town of Pomfret Selectboard pursuant to 24 V.S.A. §§ 1121 and 1122.

This personnel policy does not constitute a contract of employment. Employment with the Town of Pomfret is *at will* and not for any definite period or succession of periods of time. The Town or the employee may terminate employment at any time, with or without notice.<sup>1</sup> The Selectboard reserves the right to amend any of the provisions of this personnel policy for any reason and at any time, with or without notice.

This personnel policy will be administered by the Selectboard or its authorized representative.

## **Section 2: Persons Covered**

This personnel policy applies to full-time and part-time employees of the Town of Pomfret. Except as stated herein, elected officers and their statutory assistants, members of Town boards and commissions, volunteers, seasonal employees and persons who provide the Town with services on a contract basis are not covered by this policy. Elected officials desiring benefits shall execute a separate contractual agreement between the elected official and the Selectboard.

For purposes of this policy, a full-time employee is an employee who works at least 35 hours per week on a regular and continuing basis. A part-time employee is an employee who works fewer than 35 hours per week on a regular and continuing basis.

Where a conflict exists between this policy and any collective bargaining agreement or individual employment contract, the latter will control.

## **Section 3: Equal Employment Opportunity**

The policy of the Town of Pomfret is to provide equal opportunity to all employees and applicants without regard to race, color, religion, sex, sexual orientation, age, nationality origin, marital status, disability, veteran's status or any other category under local, state or federal law.

## **Section 4: Probationary Period**

All new employees will be required to complete a six-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. During the probationary period, an employee may be terminated at any time at the sole discretion of the Town. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

## **Section 5: Conduct of Employees**

All employees are considered representatives of the Town and as such are expected to conduct themselves in a courteous, helpful and respectful manner in all their interactions with the public and other employees.

All employees are expected to faithfully execute the duties and responsibilities of their office to the best of their ability and in compliance with the provisions of this personnel policy.

**Section 6: Hours of Service**

Regular work hours for non-exempt persons employed at the Town hall or other town offices shall be set by the Selectboard.

Regular work hours for the road crew shall be set by the Road Foreman.

Regular work hours may be changed and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require.

All employees are expected to be in attendance during regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible.

Employees who are calling in sick are expected to notify their Supervisor as soon as possible, but in any case no later than the time they are expected at work.

**Section 7: Gratuities and Gifts**

Employees may not directly or indirectly ask, demand, exact, solicit, accept or receive a gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the town.

**Section 8: Outside Employment**

The primary occupation of all full-time employees shall be to the Town. Employees may not engage in any outside business activities during their normal working hours. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest.

Prior to accepting any outside employment, employees will disclose their intent to the Selectboard in writing and obtain prior clearance from the Town that such employment does not constitute a conflict of interest.

A conflict of interest means a direct or indirect personal or financial interest of an employee, his or her close relative, household member, business associate, employer or employee. A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

**Section 9: Political Activity**

No employee may use his or her official authority for the purpose of interfering with or affecting the nomination or election of any candidate for public official, or demand or solicit from any individual direct or indirect participation in any political party, political organization or support of any political candidate. Employees are prohibited from using Town facilities, equipment or resources for political purposes and from pursuing political activities while working.

This personnel policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their views on political matters, so long as these views are clearly articulated as being those of the individual and not of the Town, and these

activities do not interfere with the individual's ability to effectively perform his or her duties and take place or are expressed during non-working hours. Nor is this personnel policy to be construed from prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

### **Section 10: Nepotism**

The Town – in recognition of the potential for a conflict of interest to occur in the workplace where a close relative is responsible for supervising or evaluating the work performance of another close relative – prohibits the hiring or transferring of relatives, when doing so will result in a close relative supervising or evaluating another close relative, or a close relative supervising or evaluating the immediate supervision of another close relative.

A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law. The Selectboard may waive this restriction in special situations for a limited time period.

### **Section 11: Alcohol and Drug Use**

Reporting to work or working under the influence of alcohol or drugs is strictly prohibited, unless the drug is prescribed and used in the manner prescribed by a duly licensed physician or dentist. (See Addendum B - *Town of Pomfret Drug & Alcohol Policy for CMV Operators*)

### **Section 12: Tobacco Use**

In recognition of the hazards that tobacco poses to the health of employees, and in accordance with 18 V.S.A. §§ 1421 et seq. and §§ 1741 et seq., the Town hereby prohibits employees' use of tobacco in any form in all publicly owned buildings, offices and enclosed areas, and in all Town vehicles. [See Note #1]

### **Section 13: Performance Evaluations**

Employees may be subject to job performance evaluations at such times and in such manner as the Selectboard or its authorized representative deems reasonable.

The results of such evaluations will be submitted to the employee, the employee's supervisor, the Selectboard and will become a part of the employee's personnel file.

### **Section 14: Personnel Records**

Personnel records will be maintained for each employee of the Town. In accordance with Vermont's Public Records Law, any employee or the employee's designated representative may inspect or copy his or her personnel file at a mutually agreeable time during regular office hours. The Town reserves the right to have its representative present at the time its files are examined or copied.

### **Section 15: Use of Town Equipment**

Except as provided in Section 16, the use of Town equipment or property for personal use is strictly prohibited.

### **Section 16: Use of Town Computer System**

The Town computer system is to be used by employees for the purpose of conducting Town business. Occasional, brief, and appropriate personal use of the Town computer system is permitted, provided it is consistent with this policy and does not interfere with an employee's job duties and responsibilities.

Employees should have no expectation of privacy regarding anything created, sent or received on the Town computer system. The Town may monitor any and all computer transactions, communications and transmissions to ensure compliance with this policy and to evaluate the use of its computer system. All files, documents, data and other electronic messages created, received or stored on the Town computer system are open to review and regulation by the Town and may be subject to the provisions of Vermont's Public Records Law.

Employees may not introduce software from any outside source on the Town's computer system without explicit prior authorization from their supervisor. Employees may be held responsible for any damages caused by using unauthorized software or viruses they introduce into the Town computer system.

Employees who have a confidential password to access the Town's operating system should be aware that this does not mean the computer system is for personal confidential communication, nor does it suggest that the computer system is the property of that person.

Transmission of electronic messages on the Town computer system shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. The following are examples of uses of the Town computer system which are prohibited:

- Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening;
- Communications of sexually explicit images or messages;
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non-job-related solicitations during or after work hours;
- Access to Internet resources, including web sites and news groups, that are inappropriate in a business setting;
- Any other use that may compromise the integrity of the Town and its business in any way.

Email messages that are intended to be temporary, non-substantive communications may be routinely discarded. However employees must recognize that emails sent, received, or stored on the Town computer system are subject to Vermont's Public Records Law and may be covered by the State of Vermont's retention schedule for municipal records.<sup>5</sup>

For purposes of this section, computer system means all computer-related components and equipment including, but not limited to, host computers, file servers, workstation terminals, laptops, software, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, backup systems and the internal and external e-mail systems accessed via the Town's computer equipment.

### **Section 17: Eligibility for Benefits**

The town offers a group health insurance program for the benefit of its eligible full and part time employees. Part-time employees who are regularly scheduled to work at least 20 hours a week are eligible to receive the above benefits on a prorated basis, subject to the eligibility requirements of the insurance carrier.

**[The existing policy includes a provision for full-time employees with their own health insurance to be reimbursed half the premium for a single person paid at the end of the calendar year. This could be prorated for a part-time employee. Woodstock reimburses 50% of premium that would be paid by the town for the employee including dependents, paid quarterly]**

The town reserves the right to change insurance carriers, or to add, delete or amend insurance benefit programs in its sole discretion. The town also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. Employees will be provided with advance notice of any change in the contribution rate.

The Town also offers a retirement pension plan through the *Vermont Municipal Employees' Retirement System (VMERS)*

### **Section 18: Holiday Leave**

Full- and part-time employees will receive the following paid holiday leave:

- New Year's Day (January 1)
- Presidents Day (3<sup>rd</sup> Monday in February)
- Town Meeting Day (1<sup>st</sup> Tuesday in March)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1<sup>st</sup> Monday in September)
- Columbus Day (second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- Friday after Thanksgiving]
- Christmas Day (December 25)

[Note: Underlined holidays are not included in current personnel policy]

Employees will receive holiday leave pay at the employee's regular rate of pay. Part-time employees will receive prorated holiday leave pay based on the number of hours the employee is regularly scheduled to work.

Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

A non-exempt employee who is required to work on a holiday will be compensated at the rate of one and one-half times the employee's regular rate of pay.

If a non-exempt employee is not required to work on a holiday, hours paid for the holiday will not be counted as hours worked when determining overtime compensation.

Holidays that fall during an employee's vacation leave will not be charged as vacation leave.

### **Section 19: Vacation Leave**

Full- and part-time employees will accrue vacation at the following annual rates:

| <b><u>Years of Service</u></b>               | <b><u>Annual Accrual Rate</u></b> |
|--|-----------------------------------|
| 1 <sup>st</sup> through 5 <sup>th</sup> year | 10 days                           |

|   |         |
|---|---------|
| 6 <sup>th</sup> through 10 <sup>th</sup> year       | 12 days |
| 11 <sup>th</sup> year through 18 <sup>th</sup> year | 15 days |
| 19 <sup>th</sup> and subsequent years               | 18 days |

Full-time employees will receive vacation leave pay at the employee’s regular rate of pay. Part-time employees will receive prorated vacation leave pay based on the number of hours the employee is regularly scheduled to work in a week.

Employees are strongly encouraged to take an annual vacation. If an employee does not use all of the employee’s vacation leave in a year, the employee may carry unused vacation leave forward to the next year up to a maximum of 30 vacation days. If an employee has unused vacation leave exceeding this maximum amount, the employee will be compensated for this excess unused leave at a rate equal to the employee’s regular rate of pay on the last day of the year of employment in which vacation leave was received.

An employee who resigns from employment with the Town will be compensated for unused vacation leave, provided that the employee gives at least two weeks written notice of the resignation.

## **Section 20: Sick Leave**

Employees will receive 6 paid sick leave days per year. An employee may use sick leave for an illness or injury that prevents the employee from performing the employee’s job duties. An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

- A medical appointment
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- A funeral not eligible under Section 10.
- A meeting with the employee’s personal attorney.
- An appointment for the closing, purchase, sale, or refinancing of a primary residence.
- Any other appointments authorized in advance by the employee’s supervisor.

Full-time employees will receive sick leave pay at the employee’s regular rate of pay. Part-time employees will receive prorated sick leave pay based on the number of hours the employee is regularly scheduled to work in a week.

If an employee does not use all of the employee’s sick leave in a year, the employee may carry a maximum of 40 sick leave days forward to the next year. If an employee has unused sick leave exceeding 40 days, the employee will not be compensated for that excess unused leave.

Upon separation from employment, an employee will not be compensated for unused sick leave.

### **Section 21: Bereavement Leave**

Employees will receive 3 paid bereavement leave days per year. Employees may use bereavement leave for the death of a close relative or any other relative if the relative was living in the same household as the employee immediately preceding his or her death. Additional leave with pay may be granted by the Selectboard where unusual circumstances arise.

Pay for bereavement leave will be at the employee's regular rate of pay. Part-time employees will receive prorated bereavement leave pay based on the number of hours the employee is regularly scheduled to work in a week.

If an employee does not use all of the employee's bereavement leave in a year, the employee may not carry the unused leave forward to the next year. Upon separation from employment, an employee will not be compensated for unused bereavement leave.

### **Section 22: Parental and Family Leave**

Eligible employees may receive leave as described in the Family and Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (PFLA). These federal and state laws will determine employee eligibility, the qualifying reasons for such leave and the length of leave.

The Town reserves the right to designate any qualifying leave of absence granted under this policy as leave under FMLA or the PFLA. Where an employee's leave request is covered by the PFLA and the FMLA, the Town will adhere to the law that provides the most benefits to the employee. If an employee is entitled to leave under both the PFLA and FMLA, the leave periods will run concurrently.

For the purposes of determining the twelve month period in which an employee may be entitled to PFLA and/or FMLA leave, the Town will use a rolling twelve-month period measured backward from the date an employee uses such leave.

### **Section 23: Short Term Family Leave**

In accordance with the Vermont Short Term Family Leave Law, eligible employees may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve month period for the following purposes:

- To participate in preschool or school activities directly related to the academic educational advancement of the employee’s child, step-child, foster child, or ward;
- To attend or accompany the employee’s child or other family member to routine medical or dental appointments;
- To accompany the employee’s parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; or
- To respond to a medical emergency of the employee’s family member.

The Town may require that leave be taken in a minimum of two-hour segments. At the option of the employee, accrued paid leave may be used. An employee shall make a reasonable attempt to schedule appointments for which leave may be taken outside of regular work hours. An employee shall provide the Town with the earliest possible notice of the intent to take short term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency.

#### **Section 24: Leave of Absence without Pay**

All requests for leaves of absence without pay for any reason other than those covered by federal or state law must be submitted in writing to the employee’s supervisor and must set forth the purpose for which the leave is requested. All leave requests must be for a definite period of time and include a specified date of return.

If a leave of absence without pay is granted, the employee may, at the Town’s sole discretion, continue the employee’s group health plan coverage by paying the required premium in accordance the payment schedule established by the Town. Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue during the unpaid leave period.

#### **Section 25: Military Leave**

The Town will comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4303 et seq., and 21 V.S.A. §§ 491 et seq. Employees who take military leave subject to the provisions of these laws will be granted leave without pay. At the option of the employee, any paid leave accrued prior to the commencement of the leave may be used.

#### **Section 26: Jury Leave**

The Town will compensate employees for their service as jurors or witnesses. In accordance with 24 V.S.A. § 499, employees will otherwise be considered in the service of the Town for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment.

When Town employees are called to serve as a witness in a court proceeding due to their status as an employee of the Town, the Town will compensate the employee for the difference between their regular rate of pay and their compensation as a witness. The Town will pay the difference only when the employees' regular rate of pay exceeds their compensation as a witness.

### **Section 27: Overtime and Compensatory Time Off**

In accordance with the Fair Labor Standards Act, the Town compensates all nonexempt employees at the rate of one and one-half hours for each hour actually worked in excess of forty hours in any workweek. Employees employed in executive, administrative or professional capacities as defined by the FLSA are exempt from this requirement.<sup>ii iii</sup>

In lieu of overtime pay, nonexempt employees may accrue compensatory time off ("comp time") subject to the following conditions:

- Comp time is earned at a rate of one and one half hours for each hour worked in excess of forty hours in any workweek.
- An employee may accrue a maximum of forty hours of comp time (40 hours of comp time represents 26.67 hours of actual overtime work). An employee who has accrued 40 hours of comp time will be paid overtime compensation for additional overtime hours of work.
- An employee may, at the Town's discretion, be paid in cash in lieu of compensatory time off.
- An employee receiving payment for accrued comp time will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.
- Upon termination from employment, an employee will be paid for unused comp time at a rate not less than the average regular rate of pay received by the employee during the last three years of employment or the employee's final regular rate of pay, whichever is higher.

An employee who has accrued comp time and requested use of comp time will be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the Town's operations. Requests for use of comp time must be submitted to the employee's supervisor, who will have sole discretion to grant or deny the request. Requests for use of comp time will not unreasonably be withheld.

### **Section 28: Employment Discrimination**

Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, or national origin, sex or age, or against a qualified individual with a disability with respect to all employment practices. Vermont law also prohibits discrimination based on sexual

orientation, ancestry, HIV status, and place of birth. It is also unlawful to retaliate against employees or applicants who have alleged employment discrimination.

Employees are encouraged to bring any complaints alleging unlawful discrimination to the attention of the employee's Supervisor who will arrange a meeting to discuss the matter. The meeting will take place as soon as reasonably possible, but in no case later than seven calendar days from receipt of notification. If the Supervisor or [his/her] designee is unable to resolve the matter during this meeting, the aggrieved party may submit to the Supervisor or [his/her] designee a written, signed complaint within seven additional calendar days. The Supervisor or [his/her] designee will then have an additional fifteen calendar in which to conduct an investigation and to issue a report with recommendations to the Selectboard. The Selectboard will, within ten calendar days, notify the aggrieved part of its decision.

### **Section 29: Sexual Harassment**

Sexual harassment in the workplace is illegal under federal and Vermont law and is strictly prohibited. The Town is committed to providing a workplace free from this unlawful conduct. All employees have the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of their gender. It is against the policies of the Town for any individual, male or female, to sexually harass another individual in the workplace. In accordance with 21 V.S.A. § 495h, the Town has adopted the following sexual harassment policy. All employees are required to read this policy before signing the employee acknowledgement form.

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
- the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to, the following when such instances or behavior come within one of the above definitions:

- either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- touching or grabbing a sexual part of an individual's body;
- touching or grabbing any part of an individual's body after that party has indicated, or it is known, that such physical contact was unwelcome;

- continuing to ask an individual to socialize on or off-duty when that person has indicated he/she is not interested;
- displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known or should be known that the behavior is unwelcome;
- continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;
- referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;
- retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- derogatory or provoking remarks about or relating to an employee's sex;
- harassing acts or behavior directed against a person on the basis of his or her sex;
- off-duty conduct which falls within the above definition and affects the work environment.

It is also unlawful to retaliate against employees for filing a complaint of sexual harassment or for cooperating in an investigation of sexual harassment.

Any individual who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Any employee who wishes to report sexual harassment should:

Contact the Chair or Clerk of the Selectboard.

Once the Town receives a complaint of sexual harassment, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. If sexual harassment is found to have occurred, the Town will take appropriate action, ranging from a verbal warning up to and including dismissal.

Complaints of sexual harassment or retaliation may also be filed with the following agencies:

Vermont Attorney General's Office  
 Civil Rights Unit  
 109 State Street  
 Montpelier, VT 05609-1001  
 Tel: (802) 828-3171 (voice/TODD)

Equal Employment Opportunity Commission

1 Congress Street  
Boston, MA 02114  
Tel: (617) 565-3200 (voice), (617) 565-3204 (TODD).

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable cause or reasonable grounds to believe sexual harassment occurred, they may take a case to court.

### **Section 30: Employee Discipline**

The Town of Pomfret has adopted a progressive discipline process to identify and address employee and employment related problems. The Town's progressive discipline process applies to any and all employee conduct that the Town in its sole discretion, determines must be addressed by discipline.

The progressive discipline process does not apply to elected officers and their statutory assistants. However, an elected officer may choose to follow the requirements of this policy for discipline and termination of his or her statutory assistants. A statutory assistant means an individual appointed to his or her position by an elected officer of the Town having express statutory authority to appoint an assistant. Statutory assistants include the assistant clerk and the assistant treasurer.

Under the town's progressive discipline process, an employee may be subject to disciplinary action, up to and including termination, for violation of the provisions of this personnel policy and/or failure to maintain an acceptable level of performance. The Town may take prior disciplinary action into consideration when disciplining or terminating an employee. Violations of different rules may be treated as repeated violations of the same rule for purposes of progressive discipline.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance, or violation of the Town's policies, practices, or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. The Town also reserves the right to impose discipline for off-duty conduct that adversely impacts the legitimate interests of the Town. The Town reserves the right in its sole discretion to bypass progressive discipline and to take whatever action it deems necessary to address the issue at hand. This means that more or less severe discipline, up to and including termination may be imposed in a given situation at the Town's sole discretion.

The Town also retains the right to unilaterally eliminate positions or reduce the work hours of a position or positions due to economic conditions, shortage of work, organizational efficiency,

changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons.

Probationary employees are not subject to the Town's progressive discipline process. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

The Town will normally adhere to the following progressive disciplinary process, but reserves the right to bypass any or all steps of progressive discipline when it determines, in its sole discretion, that deviation from the process is warranted: (1) verbal warning; (2) written warning; (3) suspension; and (4) termination.

Employees are prohibited from engaging in conduct listed below and may receive discipline, up to and including termination, for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.

- Refusing to do assigned work or failing to carry out the reasonable assignments of a Supervisor or the Selectboard.
- Being inattentive to duty, including sleeping on the job.
- Falsifying a time card or other record or giving false information to anyone whose duty is to make such record.
- Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorization.
- Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community standards and expectations of public employees.
- Engaging in any form of harassment including sexual harassment.
- Misusing, misappropriating, or willfully neglecting Town property, funds, materials, equipment or supplies.
- Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or drugs when on the job or subject to duty.
- Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence.
- Stealing or possessing without authority any equipment, tools, materials or other property of the Town or attempting to remove them from the premises without approval or permission from the appropriate authority.
- Marking or defacing walls, fixtures, equipment, tools, materials or other Town property, or willfully damaging or destroying property in any way.
- Willful violation of Town rules or policies.

### **Section 31: Employee Termination Process**

The Town of Pomfret has adopted an employment termination process. Most often, employee conduct that warrants termination results from unacceptable behavior, poor performance, or violation of the Town's policies, practices, or procedures. However, termination may result from conduct that falls outside of those identified areas. The Town need not utilize this termination process but may take whatever action it deems necessary to address the issue at hand.

The Town also retains the right to unilaterally eliminate a position and thus terminate employment or reduce the work hours for some or all employees due to economic conditions, shortage of work, organizational efficiency, changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons. In such case, this termination process does not apply.

Probationary employees are not subject to the Town's termination process. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

An employee being considered for termination will be provided with a written notice. The notice will contain a brief statement of the reasons termination is being considered and the date, time and place of a pre-termination meeting with the employee's supervisor.

At the pre-termination meeting, the employee will be afforded an opportunity to present the employee's response to the reasons for termination. If the employee declines to attend the pre-termination meeting, the employee may submit written response to the pre-termination notice not later than the scheduled date of the meeting.

Within seven days of the date of the meeting, the supervisor will provide the employee with a written notice informing the employee whether he/she has been terminated. If the employee has been terminated, the notice will provide the general reasons therefore and will also inform the employee of the opportunity to request a post-termination hearing before the Selectboard by giving written notice of such request to the supervisor within seven days. The employee will be informed that the employee's failure to make a timely request for a post-termination hearing will result in such hearing being waived.

If a request for a post-termination hearing is made, the Selectboard will provide the employee with a notice informing the employee of the date, time, and place of the post-termination hearing before the Selectboard. The notice will inform the employee of his or her right to be represented by counsel, to present and cross-examine witnesses and to offer supporting documents and evidence. The notice of will also inform the employee of his or her right to have the hearing conducted in executive session in accordance with 1 V.S.A. § 313.

At the post-termination hearing, the employee will be afforded the opportunity to address the basis for termination by hearing and examining the evidence presented against the employee, cross-examining witnesses and presenting evidence on his/her behalf. The selectboard will make such determinations as may be necessary in the event of evidentiary objections or disputes. When the hearing is adjourned, the Selectboard, under the authority granted by 1 V.S.A. § 313(e), will consider the evidence presented in the hearing in deliberative session.

The Selectboard will render a written decision within fourteen days after close of the hearing, unless otherwise agreed upon by the parties.

**Section 32: Severability**

If any provision of this personnel policy or the application hereof to any person or a circumstance(s) is held invalid, this invalidity does not affect other provisions or applications of the personnel rules which can be given effect without the invalid provision or application. For this purpose, this personnel policy is severable.

**ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**SIGNATURES of SELECTBOARD:**

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

Note # 1 – **Section 12: Tobacco Use** – Support for tobacco use cessation will be provided if employment pre-existed the date of adoption of this policy **Addendum A: Personnel Acknowledgement**

I, \_\_\_\_\_, acknowledge that:

- A. I received a copy of the Town’s personnel policy on \_\_\_\_\_;
- B. I have been given an opportunity to ask questions about said policy and I have been provided with satisfactory information in response to my questions;
- C. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Town;
- D. I acknowledge that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;
- F. I acknowledge that I understand the Town’s personnel policy and I agree that I will comply with all of its provisions.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

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