

Town of Pomfret
 5218 Pomfret Road
 North Pomfret, VT 05053
 Agenda for November 4, 2015 Regular Selectboard Meeting
 7:00pm at the Pomfret Town Offices

Agenda Item	Presenting Individual	Timeframe
1. Call to Order	Chair	7:00pm-
2. Public Comment	Chair	7:00-7:15pm
3. Review of Agenda	Chair	7:20-7:25pm
4. Recurring items, including items for possible vote: <ul style="list-style-type: none"> a. Review, discussion & approval of October 21st Minutes <i>(see attached pages 2-4)</i> b. Treasurer's Report <ul style="list-style-type: none"> i. Warrants for payment <ul style="list-style-type: none"> a). Accounts Payable <i>(see attached pages 5-10)</i> b). Payroll ii. Fiscal Year 2015 Financial Statements <i>(for report see attached page 11 and for financial statements see Agenda with Attachments pages 8-20 from 10/21/2015 meeting)</i> iii. Employee Health Insurance for Calendar Year 2016 c. Road Foreman's Report <ul style="list-style-type: none"> i. General update ii. Tree removal quotes iii. Salt purchase update 	Chair Treasurer Road Foreman	7:25-7:30pm 7:30-7:45pm 7:45-8:00pm
5. Business items for possible vote: <ul style="list-style-type: none"> a. Fire truck request for proposal <i>(see Agenda with Attachments pages 27-74 from 10/21/2015 meeting)</i> b. Administrative Assistant update c. Delinquent tax collection d. Remote Hub Lease Agreement with EC Fiber for telecommunications equipment located on Town land <i>(see attached pages 12-19)</i> e. Heating Oil f. Ethics/Conflict of Interest Policy <i>(see pages 20-46 for three examples of policies)</i> 	Chair	8:00-8:05pm 8:05-8:10pm 8:10-8:15pm 8:15-8:20pm 8:20-8:25pm 8:25-8:30pm
6. Business items for discussion: <ul style="list-style-type: none"> a. Budget b. Selectboard correspondence c. Next meeting's agenda 	Chair	8:30-8:50pm 8:50-8:52pm 8:52-8:54pm
7. Closing public comments & adjournment	Chair	8:54-9:00pm

Town of Pomfret

5218 Pomfret Road
North Pomfret, VT 05053

Draft Minutes of the October 21, 2015 Regular Selectboard Meeting

Present: Eric Chase (Selectboard Member), Phil Dechert (Selectboard Member), Michael Reese (Selectboard Member), Arthur Lewin, Sr. (Road Foreman), Betsy Siebeck, Ellen DesMeules, Emily Grube, Scott Woodward, Andrew Hutt, Keith and Ona Chase, Sherman Kent, Laura Kent, Bob Merrill, Melanie Williams and Orson St. John.

1. Call to Order: The Chair called the meeting to order at 7:05pm.

2. Public Comment:

- (a) Melanie Williams expressed her concern that last meeting's process for entering executive session was not done according to the law, and she encouraged the Board to follow a better process.
- (b) Town Constable, Ona Chase, reported that after tomorrow all known dogs will have been registered.

3. Review of Agenda: The Board, by informal consensus, approved the following change to the agenda: add to 6.d. the liquor control permit issued by the Town Clerk.

4. Minutes of Prior Meetings: Phil Dechert moved, and Eric Chase seconded, to approve the draft minutes of the October 7, 2015 meeting. The Board unanimously approved the motion.

5. Treasurer's Report:

(a) Warrants for Payment:

- i. Phil Dechert moved, and Michael Reese seconded, that the Board approve the following check warrants:
 - A. Accounts Payable Warrant number 15027 in the amount of \$20,148.44; and
 - B. Payroll Warrant number 15026 in the amount of \$6,839.43.
- ii. The Board unanimously approved the motion.

(b) Fiscal Year 2015 Financial Statements: Board received final FY 2105 statements. Treasurer will post summary on Town website. Board will review the FY 2015 statements at the next meeting. Treasurer noted fund balance at end of FY 2015 was \$24,000 beyond recommended fund balance, but these funds may be necessary for FY 2016 if we continue to experience a slow receipt of delinquent tax payments and an increase in delinquency in general, which left us with \$60,000 less in tax revenue than budgeted for FY 2015.

6. Road Foreman's Report:

(a) General Update:

- i. Ditch work on Webster Hill Road; replaced culvert at end of Rudge Road and end of Hewitt Hill Road from 12 inch to 19 inch;
- ii. Preparing for winter by bringing the snowplows in; still work remaining to prepare winter equipment;
- iii. Fixed mower spindle, so that when tractor returns from repairs, it will be ready to go; tractor will be used to blow out leaves from ditches and ends of culverts to be ready for fall and next spring rains.

- iv. No progress on temporary road employee; Road Foreman and Commissioner will consider options.
 - v. No contact with Nicom for their successful bid on cracksealing. Michael Reese will provide Road Foreman with Nicom's contact information. Board and public discussed timing on cracksealing.
- (b) Disability Insurance Update: Phil Dechert reported that the price of disability coverage will be \$1,266 per year for three employees which price will be good for two years and will start January 1, 2016.
- (c) Salt Purchase: Michael Reese moved, and Phil Dechert seconded, to arrange salt purchase through the state bid from Cargill. The motion was unanimously approved. Road Commissioner will contact Cargill. He will let us know if Cargill offers an alternative.
- (d) Tree Removal: Phil Dechert moved, and Michael Reese seconded, to authorize the Road Foreman to arrange to have the three pine trees in the area of the Pomfret Road and Bunker Hill Road taken down to be partially paid for by a gift of \$1,000 from two landowners (Moore and Azar). The Board unanimously approved the motion.
- (e) Request to Trap on Town Property: Road Foreman forwarded a request to trap. Board took no action.
- (f) Stump Dump Gates: Road Foreman suggested the purchase of two gates to be installed at entrance to Town land off Joe Ranger Road to prevent unauthorized dumping. Board agreed.
- (g) Speed Limit Changes:
- i. The Board and members of the public discussed the advisability and process for reducing the speed limit to 25 mile per hour in certain sections of the Stage Road and Pomfret Road in South Pomfret.
 - ii. The Board discussed the advisability and process for reducing speed limits on the back roads including Cloudland Road. A speed study would be required.
7. Fire Truck Purchase: Consultant, Alan Saulsbury, explained his suggested changes to the Request for Proposal (RFP) following input from the Fire Chief Kevin Rice. The Board discussed identifying potential bidders and holding a pre-bid meeting. The Board will consider approval of the RFP following any additional comments from the Fire Chief.
8. Administrative Assistant: Phil Dechert moved, and Michael Reese seconded, to advertise for the Administrative Assistant position as drafted with the following changes: 1. Replace 2.a. with "relay questions and concerns from the public"; and 2. Delete "and the media" in 3.f. The Board unanimously approved the motion.
9. Delinquent Tax Collection: Phil Dechert will continue to try to contact the current delinquent tax collector.
10. EC Fiber easement for telecommunications "hub":
- (a) Phil Dechert moved, and Michael Reese seconded, that the Board give EC Fiber permission to install underground conduit from the utility pole located southeast of the town hall to the proposed hub location. The Board unanimously approved the motion.
 - (b) Phil Dechert moved, and Eric Chase seconded, that the Board post the notice of terms of proposed conveyance and publish it in paper and post it in three places to start the 30 day period prior to the date of the proposed conveyance. The Board discussed service to the Town Garage and other issues. The Board unanimously approved the motion.
 - (c) The Town's Representative to EC Fiber, Bob Merrill, noted that people living along the new fiber route along Howe Hill Road to Pomfret Road to the Prosper Valley School and the Stage Road to Suicide Six Ski Area can and should, if interested, sign-up for service online

at ECFiber.net.

11. Town Plan: Phil Dechert will prepare the notices and arrange for publication in the newspaper for a public meeting to be held on Monday, November 16th. Phil and Planning Commission Member, Scott Woodward, discussed solar siting.
12. Budget: Phil Dechert has prepared the worksheet and will distribute them along with the Board's instructions to Town Department. Temporary Lister, Laura Kent, raised the issue of staffing the Lister office.
13. Selectboard correspondence: The Board received:
 - (a) Letter from Margarete Pierce regarding speed limits on Cloudland Road; and
 - (b) Letter from Green Up Vermont requesting us to include \$50 in our budget.
14. Next meeting's agenda: Possible items include health insurance, heating oil contract, EC Fiber, budget, new fire truck, update on delinquent tax collection, status on administrative assistant and salt purchase update.
15. Adjournment: Phil Dechert moved, and Eric Chase seconded, to adjourn the meeting. The Board unanimously approved the motion at 9:36pm.

Date: 10/29/2015

Respectfully Submitted,

Michael Reese

10/19/15
12:05 pm

TOWN OF POMFRET Accounts Payable
Check Warrant Report # 15027 Current Prior Next FY Invoices
For checks For Check Acct 01 (General Fund) 10/21/15 To 10/21/15

Page 1
EDesMeules

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
1150	BLUE CROSS & BLUE SHIELD	90000488 health care payable	4669.89	0.00	4669.89	1166	10/21/15
1272	CASELLA WASTE SERVICES	0209652 Trash removal	40.00	0.00	40.00	1167	10/21/15
1305	CITIZENS BANK MASTERCARD	110215 office computer	6.00	0.00	6.00	1168	10/21/15
1430	DEAD RIVER COMPANY	78485 heating oil	24.56	0.00	24.56	1169	10/21/15
1311	E. H. CLEGG AND CO. INC.	2212 restoration head stones	3100.00	0.00	3100.00	1170	10/21/15
1595	FAIR POINT COMMUNICATIONS	10032015 monthly tele bills	427.21	0.00	427.21	1171	10/21/15
1595	FAIR POINT COMMUNICATIONS	289884 raising tele lines	4541.29	0.00	4541.29	1171	10/21/15
1910	IRVING OIL CORPORATION	58518 ULS Diesel	564.09	0.00	564.09	1172	10/21/15
2350	OX HILL CONSTRUCTION, LLC	1099 bldg maint-windows	1367.99	0.00	1367.99	1173	10/21/15
2380	PIKE INDUSTRIES, INC.	835656 120.32 & 65.81 ton cr st	2394.22	0.00	2394.22	1174	10/21/15
2380	PIKE INDUSTRIES, INC.	836666 86.030 cr stone	1036.66	0.00	1036.66	1174	10/21/15
3410	WORKSAFE	8750 Trail Only-Sign	363.60	0.00	363.60	1175	10/21/15
2865	U S TREASURY	PR-10/16/15 Payroll Transfer	1612.93	0.00	1612.93	82364254	10/21/15
Report Total			20,148.44	0.00	20,148.44		

Board of Selectmen

To the Treasurer of TOWN OF POMFRET, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****20,148.44 Let this be your order for the payments of these amounts.

Phil Dechert, Chair

Michael Reese

Eric Chase

10/19/15

TOWN OF POMFRET Accounts Payable

11:57 am

Invoice Edit List-Current-Last-Next FY

EDesMeules

Invoices Up To 10/21/15

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Description	Invoice Amount	Discenc. Amount	Discount Amount
1150	BLUE CROSS & BLUE SHIELD	90000488	10/19/15	10/21/15	01	health care payable			
		100-2-00-00-100.020	Health Ins Payable				4,669.89	0.00	0.00
1272	CASELLA WASTE SERVICES	0209652	10/19/15	10/21/15	01	Trash removal			
		150-7-40-83-410.000	Garage Utilities				40.00	0.00	0.00
1305	CITIZENS BANK MASTERCARD	110215	10/19/15	10/21/15	01	office computer			
		100-7-10-30-641.038	Office 365 software				6.00	0.00	0.00
1311	E. H. CLEGG AND CO. INC.	2212	10/19/15	10/21/15	01	restoration head stones			
		300-7-94-00-450.000	Mics. Cemetery				3,100.00	0.00	0.00
1430	DEAD RIVER COMPANY	78485	10/19/15	10/21/15	01	heating oil			
		150-7-40-83-624.005	Garage Fuel Oil				24.56	0.00	0.00
1595	FAIR POINT COMMUNICATIONS	10032015	10/19/15	10/21/15	01	monthly tele bills			
		100-7-10-30-530.000	Telephone-Internet				109.83	0.00	0.00
		150-7-40-83-530.000	Telephone				72.07	0.00	0.00
		100-7-30-40-530.003	Teago FD phone: 1125				113.09	0.00	0.00
		100-7-30-40-530.001	Pomfret FD phone:3730				132.22	0.00	0.00
Invoice 10032015 Total							427.21	0.00	0.00
		289884	10/19/15	10/21/15	01	raising tele lines			
		100-7-10-30-530.000	Telephone-Internet				4,541.29	0.00	0.00
Total For FAIR POINT COMMUNICATIONS							4,968.50	0.00	0.00
1910	IRVING OIL CORPORATION	58518	10/19/15	10/21/15	01	ULS Diesel			
		150-7-30-80-330.000	Diesel				564.09	0.00	0.00
2350	OX HILL CONSTRUCTION, LLC	1099	10/19/15	10/21/15	01	bldg maint-windows			
		150-7-40-83-424.000	Garage Building & Grounds				950.49	0.00	0.00
		100-7-10-30-424.000	Town Office Building Main				417.50	0.00	0.00
Invoice 1099 Total							1,367.99	0.00	0.00
2380	PIKE INDUSTRIES, INC.	835656	10/19/15	10/21/15	01	120.32 & 65.81 ton cr st			
		150-7-20-75-650.010	Crushed Stone				2,394.22	0.00	0.00
		836666	10/19/15	10/21/15	01	86.030 cr stone			
		150-7-20-75-650.010	Crushed Stone				1,036.66	0.00	0.00
Total For PIKE INDUSTRIES, INC.							3,430.88	0.00	0.00
3410	WORKSAFE	8750	10/19/15	10/21/15	01	Trail Only-Sign			
		150-7-20-75-650.040	Signs, snow Fence & posts				363.60	0.00	0.00

10/19/15
11:57 am

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 10/21/15

Page 2 of 2
EDesMeules

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
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Report Grand Total						18,535.51	0.00	0.00
						=====	=====	=====

Fund Totals	Expenditures	Dis-Encumbrance

100	9,989.82	0.00
150	5,445.69	0.00
300	3,100.00	0.00

	18,535.51	0.00

11/02/15
03:56 pm

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 11/04/15

Page 1 of 3
edesmeules

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
1185	BROOK FIELD SERVICE	2016CONTRACT	11/02/15	11/04/15	01	3 generators ann maint		
		100-7-10-30-424.000	Town Office Building Main			336.67	0.00	0.00
		100-7-30-40-424.000	Buildings Maintenance			673.33	0.00	0.00
Invoice 2016CONTRACT Total						1,010.00	0.00	0.00
1370	D & D EXCAVATING, INC.	3025	10/30/15	11/04/15	01	Screened Sand		
		150-7-20-75-650.005	Sand			756.00	0.00	0.00
		3035	10/30/15	11/04/15	01	Screened Sand		
		150-7-20-75-650.005	Sand			2,025.00	0.00	0.00
		3048	10/30/15	11/04/15	01	Screened Sand		
		150-7-20-75-650.005	Sand			2,322.00	0.00	0.00
Total For D & D EXCAVATING, INC.						5,103.00	0.00	0.00
1466	DESMEULES OLMSTEAD AND OS	59539	10/30/15	11/04/15	01	phone conference		
		100-7-10-45-333.000	Legal & Prof Fees			75.00	0.00	0.00
1652	FIRE SPEC SERVICES, INC	OCT 18, 2015	11/02/15	11/04/15	01	consult Fire Trk RFP		
		400-7-10-00-000.010	Fire truck purchase			300.00	0.00	0.00
1755	GREEN MOUNTAIN POWER	10-28-2015	11/02/15	11/04/15	01	elec for October		
		100-7-10-30-622.000	Town Office Electricity			119.01	0.00	0.00
		100-7-10-65-622.000	Electricity, Town Hall			26.86	0.00	0.00
		100-7-30-40-622.000	Electricity--Pomfret FD			74.31	0.00	0.00
		100-7-30-40-622.005	Electricity--Teago FD			39.95	0.00	0.00
		150-7-40-83-622.000	Garage electricity			64.12	0.00	0.00
Invoice 10-28-2015 Total						324.25	0.00	0.00
1910	IRVING OIL CORPORATION	443548	11/02/15	11/04/15	01	123.4 gal diesel		
		150-7-30-80-330.000	Diesel			234.59	0.00	0.00
		752078	10/30/15	11/04/15	01	ULS Diesel 50.7 gal		
		150-7-30-80-330.000	Diesel			99.07	0.00	0.00
Total For IRVING OIL CORPORATION						333.66	0.00	0.00
2045	LINCOLN FINANCIAL GROUP	10122015 INS	10/30/15	11/04/15	01	Disability Ins		
		100-7-10-25-230.005	Town's cost health ins			105.50	0.00	0.00
2110	MANATRON INC.	INVC052656	10/30/15	11/04/15	01	Lister software		
		100-7-10-20-641.035	Lister software: Proval e			1,557.09	0.00	0.00
2115	MARK C WARNER	JAYPEAKCONF	11/02/15	11/04/15	01	meals, hotel, miles conf		
		100-7-30-46-565.000	Training, conf, mileage			554.37	0.00	0.00

11/02/15
03:56 pm

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 11/04/15

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
2380	PIKE INDUSTRIES, INC.	837202	10/30/15	11/04/15	01	127.7 ton crush stone		
		150-7-20-75-650.010	Crushed Stone			1,538.79	0.00	0.00
		838098	10/30/15	11/04/15	01	44.03 ton crush stone		
		150-7-20-75-650.010	Crushed Stone			530.56	0.00	0.00
		838972	10/30/15	11/04/15	01	108.05 ton crush stone		
		150-7-20-75-650.010	Crushed Stone			1,301.99	0.00	0.00
		839784	10/30/15	11/04/15	01	40.46 ton crush stone		
		150-7-20-75-650.010	Crushed Stone			487.54	0.00	0.00
		841485	11/02/15	11/04/15	01	39.83 tons stone		
		150-7-20-75-650.010	Crushed Stone			479.96	0.00	0.00
Total For PIKE INDUSTRIES, INC.						4,338.84	0.00	0.00
2580	SABIL & SONS, INC.	25685	10/30/15	11/04/15	01	repairs for mower		
		150-7-35-05-680.020	Mower repairs			143.57	0.00	0.00
2691	SULLIVAN, POWERS & CO., P	117738	10/30/15	11/04/15	01	9/30 Acc'ting Support		
		100-7-10-45-333.015	Accounting Support			2,965.00	0.00	0.00
2701	TAD RICHARDSON	1090	11/02/15	11/04/15	01	monthly support		
		100-7-10-30-641.040	Cloud backup & support			37.50	0.00	0.00
2705	TDS LEASING INC.	01052961	10/30/15	11/04/15	01	copier lease		
		100-7-10-30-740.000	Other New Equip/Copier le			94.25	0.00	0.00
2860	U.S. POSTAL SERVICE	P242-230	10/30/15	11/04/15	01	one box envelopes		
		100-7-10-30-531.000	Postage & Envelopes			302.65	0.00	0.00
2865	U S TREASURY	PR-10/30/15	PR01:022	10/30/15	10/30/15	01	Payroll Transfer	
		100-2-00-00-100.000	FWT Payable			542.24	0.00	0.00
		100-2-00-00-100.010	FICA/MEDI Payable			830.08	0.00	0.00
Invoice PR-10/30/15 Total						1,372.32	0.00	0.00
2910	VALLEY NEWS	1243108	11/02/15	11/04/15	01	ECFiber legal notice		
		100-7-20-35-540.005	Notices			59.90	0.00	0.00
2970	VERMONT STATE TREASURER	10-7-2015	11/02/15	11/04/15	01	marriage lic costs		
		100-6-10-10-320.035	Marriage-CU Licenses-Cost			70.00	0.00	0.00
3050	VMCTA	10/1/15 RENW	10/30/15	11/04/15	01	membership renewal		
		100-7-10-10-610.000	Clerk Gen Ex			35.00	0.00	0.00
		100-7-10-15-610.000	Treas Gen Ex			40.00	0.00	0.00
Invoice 10/1/15 RENW Total						75.00	0.00	0.00

11/02/15
03:56 pm

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 11/04/15

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
3260	WELCH'S TRUE VALUE HARDWA	OCT 2015	11/02/15	11/04/15	01	garage items		
	150-7-20-75-650.040		Signs, snow Fence & posts			61.92	0.00	0.00
	150-7-30-80-330.015		Shop, oil, small tools et			214.06	0.00	0.00
Invoice OCT 2015 Total						275.98	0.00	0.00
3320	WINDSOR COUNTY SHERIFF DE	M23-7-15	10/30/15	11/04/15	01	Sheriff's Patrol		
	100-7-30-42-525.000		Sheriff's Patrol			808.50	0.00	0.00
Report Grand Total						19,906.38	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
100	9,347.21	0.00
150	10,259.17	0.00
400	300.00	0.00
	19,906.38	0.00

Treasurer's report for Fiscal year 2015 (July 1, 2014-June 30, 2015)

October 28, 2015

The town's financial reports for the last fiscal year have been reviewed by a municipal accountant from the firm of Sullivan Powers in Montpelier. This does not mean that the records have been fully audited and tested; the town has received accounting support and guidance to bolster the Treasurer's efforts.

General comment: The town is in good financial condition, and ended the year with a "surplus."

The General Fund (meaning town offices and emergency services) ended up relying on the accumulated surplus to pay some of its bills for the fiscal year. After adjusting for the reimbursement by Emergency Services of SCBA gear, the town paid out what had been anticipated for budgeted expenses. However, the town failed to collect budgeted tax income. As of the end of the prior year on June 30, 2014, total delinquent taxes and fees totaled \$48,997.44, an amount that more than doubled to \$107,129.53 by the end of June, 2015. This meant that accumulated "cash reserves" were used to pay bills, with the end result that the General Fund ended the fiscal year with a \$62,000 deficit.

The Highway Fund, with several projects reimbursed by the State, spent exactly what it took in, ending with a net deficit of just \$219.00 after paying total expenses of \$1,186,561.91.

The town is supposed to keep on hand enough cash to pay expenses for 2 months, which is roughly \$240,000 based on the current budget. This assumes that at the end of the fiscal year in June, the budget has been met, all the bills paid, and the coffers essentially empty. The cash reserves are used to pay bills from July 1 to September, when tax payments start coming in. As there are often costly highway projects during the summer, it is crucial that the town maintain appropriate cash reserves to pay these expenses. Cash reserves are vital for funding town costs despite the timing of income from taxes and seasonal or weather-related expenses, and they provide ready money for unexpected but legitimate expenses and emergencies.

To begin the current fiscal year in July, 2015, the town had cash reserves of \$372,872 to cover the \$240,000 noted above, as well as the \$35,500 already earmarked to reduce taxes for the current year. That leaves roughly \$97,000 as a real surplus. Considering that the past fiscal year ate into accumulated reserves by \$62,000 because of lagging tax receipts, it would be prudent to wait until July, 2016 to determine any appropriate uses of whatever surplus exists at the end of the current year. As some reserve accounts have not been funded for several years, the town might consider voting to bolster reserves for highway-related uses or ongoing building maintenance and repair.

As for specific income and expenses, there is a detailed trial balance on the town website that includes comments and notations to highlight particular items. The columns of the report show the budget, an encumbrance column which the town does not use, the actual income or expense for the year, the unencumbered balance which is the difference between budget and actual, and the right-most column is June, 2015 activity. The titles for each line item are brief but hopefully specific enough to make clear what activity is reported.

Respectfully submitted,

Ellen DesMeules, Treasurer

NOTICE OF TERMS OF PROPOSED CONVEYANCE

Nature of Conveyance: The Selectboard of the Town of Pomfret propose to lease a small parcel (64 square feet) of town property to ValleyNet, Inc. for the purpose of housing communications equipment of ECF Holding, LLC. (ECFiber)

Location of parcel: Approximately 140 feet southwest of the Pomfret Town Hall, approximately 66 feet northwest from the centerline of the Pomfret Road and approximately 8 feet northeast of the property line. See Attachment “A”

Term of Lease: 25 years automatically renewed unless notification is given

Compensation: The town will receive Standard EC Fiber Internet Service

See attached draft agreement for details.

24 V.S.A. §1061

(a)(1) If the legislative body of a town or village desires to convey municipal real estate, the legislative body shall give notice of the terms of the proposed conveyance by posting a notice in at least three public places within the municipality, one of which shall be in or near the municipal clerk's office. Notice shall also be published in a newspaper of general circulation within the municipality. The posting and publication required by this subsection shall occur at least 30 days prior to the date of the proposed conveyance. Unless a petition is filed in accordance with subdivision (2) of this subsection, the legislative body may authorize the conveyance.

(2) If a petition signed by five percent of the legal voters of the municipality objecting to the proposed conveyance is presented to the municipal clerk within 30 days of the date of posting and publication of the notice required by subdivision (1) of this subsection, the legislative body shall cause the question of whether the municipality shall convey the real estate to be considered at a special or annual meeting called for that purpose. After the meeting, the real estate may be conveyed unless a majority of the voters of the municipality present and voting vote to disapprove of the conveyance.

TOWN OF POMFRET
NOTICE OF PROPOSED CONVEYANCE

The Town of Pomfret proposes to lease a small parcel (64 square feet) of town property to ValleyNet, Inc. for the purpose of housing communications equipment of ECF Holding, LLC. (ECFiber). The parcel is approximately 140 feet southwest of the Pomfret Town Hall, 66 feet northwest from the centerline of the Pomfret Road and approximately 8 feet northeast of the property line. The 25 year lease will automatically renew unless 12 month notification is given. The town will receive Standard EC Fiber Internet Service as compensation.

If a petition signed by five percent of the legal voters of the municipality objecting to the proposed conveyance is presented to the municipal clerk within 30 days of the date of posting and publication of the notice, the legislative body shall cause the question of whether the municipality shall convey the real estate to be considered at a special or annual meeting called for that purpose.

A draft of the proposed lease agreement is available for inspection at the Pomfret Town Office, 5218 Pomfret Road and on the town website - pomfretvt.us

Phil Dechert, Chair

Pomfret Selectboard

Posted October 23, 2015

HUB LOCATION: 5218 Pomfret Rd, Pomfret, Vermont, 05053 henceforth, "the Property"

Remote Hub Lease Agreement

This Lease is made this 1st day of _____, 2015 by and between ValleyNet, Inc. (hereinafter "Tenant") and the Town of Pomfret, VT (hereinafter "Landlord"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: across the street from the Pomfret Office Building at 5218 Pomfret Rd, southwest of the Town Hall depicted on Exhibit A, attached hereto and incorporated herein.
2. The term of the Lease shall be for twenty-five (25) years, commencing on _____ and ending on _____. This Lease shall be automatically renewed for an renewal term of 25 years unless either party shall notify the other in writing at least 1 year prior to the end date cited above that this lease shall not be so renewed.
3. In consideration for the Lease, Tenant agrees to provide Landlord one business class internet service of "Standard" ECFiber Internet Service (currently 20 Mbps priced at \$91 per month) and ONT Rental (currently priced at \$8 per month) delivered to Landlord for Landlord's use at the Property) pursuant to Tenant's standard Subscriber Agreement appended hereto. No additional rent shall be payable by Tenant to Landlord.
4. Tenant shall use and occupy the premises for the sole purpose of housing ECF Holding, LLC's telecommunications equipment. The housing shall be of the size, color, type, and dimensions as described and depicted and set forth on Exhibit B, attached hereto and incorporated herein.
5. Tenant shall not subsequent to occupancy, other than as depicted on Exhibits A and B, make any alterations, additions or improvements to the premises which affect the property without the prior written consent of the Landlord.
6. Landlord will allow access to the location, 24 hours per day, seven days per week.

7. Tenant shall purchase as its own general liability insurance coverage in the amount of \$2 million and commercial property insurance in the amount of \$2 million for the Premises, shall name the Landlord as an 'also insured' and shall provide satisfactory evidence thereof to the Landlord and shall continue same in force and effect throughout the Lease term hereof.
8. Tenant shall not permit or commit waste to the premises.
9. Landlord and Tenant shall comply with all rules, regulations, ordinances, codes and laws of all governmental authorities having jurisdiction over the premises.
10. Except for those activities that are expressly permitted by the terms of this Agreement, Tenant shall not permit or engage in any activity that will effect an increase in the rate of insurance for the Landlord's property (included but not limited to the town building or buildings) subject to or affected by the terms of this Lease Agreement nor shall the Tenant permit or commit any nuisance thereon.
11. Tenant may assign this Lease upon notice to Landlord to ECF Holding LLC or to an entity that acquires ECF Holding LLC or is wholly owned by Tenant. Tenant shall not sublet or assign this Lease to any other party without the prior written consent of the Landlord, which consent may not be unreasonably withheld.
12. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition as presently exists, reasonable wear and tear excluded.
13. Tenant shall indemnify and hold Landlord harmless for any acts of vandalism, damage or other violations of this contract committed by contractors of Tenant or other third parties who are subject to Tenant's authority or control.
14. In the event of a default under this Lease and in the event that such default is not cured within 30 days from the date of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Lease without further liability to the non-defaulting party and shall have the right to undertake any or all other remedies permitted by

Law. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney fees and court costs including appeals, if any. THE PARTIES HERETO HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY ACTION OR LEGAL PROCEEDING BETWEEN THE PARTIES OR THEIR SUCCESSORS ARISING OUT OF THIS AGREEMENT.

15. This Lease shall be governed under law of the State of Vermont and exclusive jurisdiction shall lie with the courts of that state.
16. This Lease constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.
17. If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
18. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this _____ day of _____, 20__

By:
Tenant

By:
Landlord



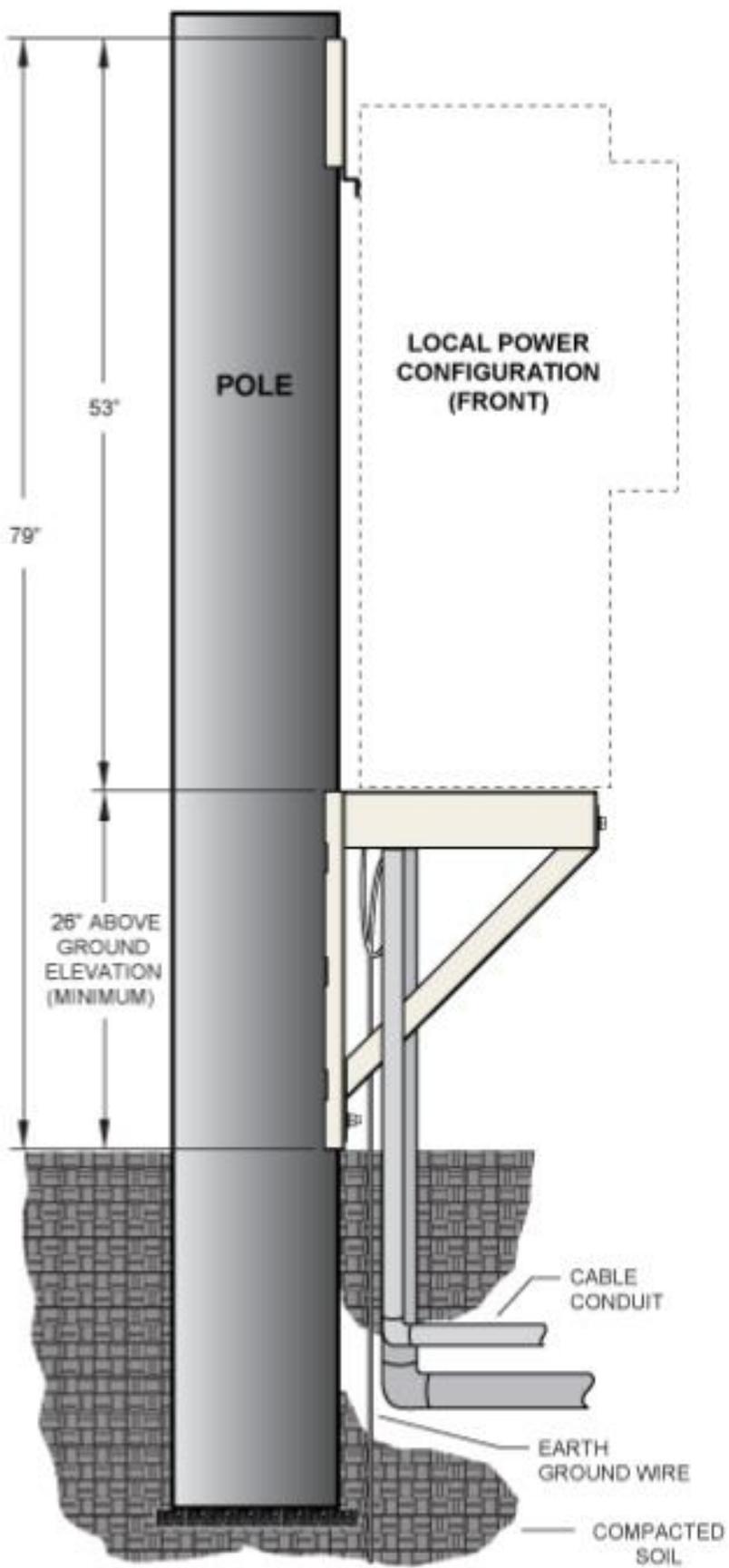


48"

20"

5'7"

24"



VLCT MODEL CONFLICT OF INTEREST POLICY

Town of _____

[For adoption by legislative body as a policy; applies to all public officers and employees]

Article 1. Authority. Under the authority granted in 24 V.S.A. § 2291(20), the selectboard of _____ hereby adopts the following policy concerning conflicts of interest.

Article 2. Purpose. The purpose of this policy is to ensure that the business of this municipality will be conducted in such a way that no public official of the municipality will gain a personal or financial advantage from his or her work for the municipality and so that the public trust in municipal officials will be preserved. It is also the intent of this policy to insure that all decisions made by municipal officials are based on the best interest of the community at large.

Article 3. Definitions. For the purposes of this policy, the following definitions shall apply:

A. **Conflict of interest** means any of the following:

1. A direct or indirect personal or financial interest of a public officer, his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother or sister in law, business associate, employer or employee, in the outcome of a cause, proceeding, application or any other matter pending before the officer or before the public body in which he or she holds office or is employed;
2. A situation where a public officer has publicly displayed a prejudgment of the merits of a particular quasi-judicial proceeding. This shall not apply to a member's particular political views or general opinion on a given issue; or
3. A situation where a public officer has not disclosed ex parte communications with a party in a quasi-judicial proceeding.

B. **Emergency** means an imminent threat or peril to the public health, safety or welfare.

C. **Official act or action** means any legislative, administrative or judicial act performed by any elected or appointed officer or employee while acting on behalf of the municipality.

D. **Public body** means any board, council, commission or committee of the municipality.

E. **Public interest** means an interest of the community as a whole, conferred generally upon all residents of the municipality.

F. **Public officer** or **public official** means a person elected or appointed to perform executive, administrative, legislative or quasi-judicial functions for the municipality.

G. **Quasi-judicial proceeding** means a case in which the legal rights of one or more persons who are granted party status are adjudicated, which is conducted in such a way that all parties have opportunities to present evidence and to cross-examine witnesses presented by other parties, which results in a written decision, the result of which is appealable by a party to a higher authority.

Article 4. Disqualification.

A. A public office shall not participate in any official action if he or she has a conflict of interest in the matter under consideration.

- B. A public officer shall not personally, or through any member of his or her household, business associate, employer or employee, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application or other matter pending before the public body in which the officer holds office or is employed.
- C. In the case of a public officer who is an appointee, the public body which appointed that public officer shall have the authority to order that officer to recuse him or herself from the matter.
- D. Public officers shall not accept gifts or other offerings for personal gain by virtue of their public office that are not available to the public in general.
- E. Public officers shall not use resources not available to the general public, including but not limited to town staff time, equipment, supplies, or facilities for private gain or personal purposes.

Article 5. Disclosure. A public officer who has reason to believe that he or she has or may have a conflict of interest but believes that he or she is able to act fairly, objectively and in the public interest in spite of the conflict of interest shall, prior to participating in any official action on the matter disclose to the public body at a public hearing the matter under consideration, the nature of the potential conflict of interest and why he or she believes that he or she is able to act in the matter fairly, objectively and in the public interest. Nevertheless, the person or public body which appointed that public officer retains the authority to order that officer to recuse him or herself from the matter, subject to applicable law.

Article 6. Recusal.

- A. A public officer shall recuse him or herself from any matter in which he or she has a conflict of interest, pursuant to the following:
 - 1. Any person may request that a member recuse him or herself due to a conflict of interest. Such request shall not constitute a requirement that the member recuse him or herself;
 - 2. A public officer who has recused him or herself from a proceeding shall not sit with the board, deliberate with the board, or participate in that proceeding as a board member in any capacity;
 - 3. If a previously unknown conflict is discovered, the board may take evidence pertaining to the conflict and, if appropriate, adjourn to a short deliberative session to address the conflict; and
 - 4. The board may adjourn the proceedings to a time certain if, after a recusal, it may not be possible to take action through the concurrence of a majority of the board. The board may then resume the proceeding with sufficient members present.

In the case of a public officer who is an appointee, the public body which appointed that public officer shall have the authority to order that officer to recuse him or herself from the matter, subject to applicable law.

Article 7. Enforcement; Progressive Consequences for Failure to Follow the Conflict of Interest Procedures. In cases where the conflict of interest procedures in Articles 5 and 6 have not been followed, the selectboard may take progressive action to discipline an offending public officer. In the discipline of a public officer, the board shall follow these steps in order:

- A. The chair shall meet informally, in private, with the public officer to discuss possible conflict of interest violation.
- B. The board may meet to discuss the conduct of the public officer. Executive session may be used for such discussion, in accordance with 1 V.S.A. § 313(4). The public officer may request that this meeting occur in public. If appropriate, the board may admonish the offending public officer in private.
- C. If the board decides that further action is warranted, the board may admonish the offending public officer at an open meeting and reflect this action in the minutes of the meeting. The public officer shall be given the opportunity to respond to the admonishment.
- D. Upon majority vote, the board may request that the offending public officer resign from the board.

Article 8. Exception. The recusal provisions of Article 6 shall not apply if the legislative body of the municipality determines that an emergency exists and that actions of the public body otherwise could not take place. In such cases, a public officer who has reason to believe he or she has a conflict of interest shall disclose such conflict as provided in Article 5.

Article 9. Effective Date. This policy shall become effective immediately upon its adoption by the _____selectboard/city council/trustees.

Signatures: _____

Date: _____

TOWN OF GRAFTON

CODE OF CONDUCT

Adopted: October 6, 2014

INDEX

I. Policy Statement	Page 1
II. Definitions	Page 1
III. Conflict of Interest	Page 2-4
IV. Unilateral Communications – Public Body	Page 5
V. Incompatibility of Office	Page 6
VI. Standards of Conduct	Page 7
VII. Code Violation	Page 8
VIII. Board of Ethics	Page 8
IX. Board of Ethics – Procedure on Complaint	Page 9
X. Remedies	Page 9
XI. Applicability of Code	Page 9
XII. Severability	Page 9
XIII. Effective Date after Passage	Page 9
XIV. Distribution of Code of Ethics	Page 10

CODE OF CONDUCT

§ I. POLICY STATEMENT

Public service is public trust. The affairs of government must be conducted openly, honestly and impartially, so that the public's confidence in the integrity of its municipal affairs shall be maintained. The purposes of this Code are to set forth standards of ethical conduct; to assist Elected or Appointed Public Officials in establishing policy for their conduct; and to develop and maintain a tradition of responsible and effective public service.

§ II. DEFINITIONS

As used in this section, the following words, unless a different meaning is required by the content or is specifically prescribed, shall have the following meanings:

- A. All references to "Town", unless otherwise specified, refer to the Municipality.
 - B. Public Official (hereinafter "Official") means any person, other than a Justice of the Peace, paid or unpaid, holding a position by election or appointment in the service of the Town of Grafton, including members of any board, committee, commission, or council thereof.
 - C. "Public Body" means all boards, committees, commissions, councils and any other such group elected or appointed.
 - D. "Official Act or Action" means any legislative, administrative, appointive or discretionary act of an Official of the Town or any municipal department, board, committee, commission, or council thereof.
 - E. "Independence" means actual independence or the appearance thereof.
 - F. "Recusal" means stepping aside from public office or duty during discussions and vote when a conflict of interest or lack of independence has been declared. It is required, or in the case of public meetings recommended, that the recused person leaves the room where the discussion and vote are taking place.
-

§ III. CONFLICT OF INTEREST

Town of Grafton's Conflict of Interest Policy

Article 1. Authority. Under the authority granted in 24 V.S.A. § 2291(20), the select board of the Town of Grafton hereby adopts the following policy concerning conflicts of interest.

Article 2. Purpose. The purpose of this policy is to ensure that the business of this municipality will be conducted in such a way that no public official of the municipality will gain a personal or financial advantage from his or her work for the municipality and so that the public trust in municipal officials will be preserved. It is also the intent of this policy to insure that all decisions made by municipal officials are based on the best interest of the community at large.

Article 3. Definitions. For the purposes of this policy, the following definitions shall apply:

A. Conflict of interest means any of the following:

1. A direct or indirect personal interest of a public officer, his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother or sister in law, business associate, employer or employee, in the outcome of a cause, proceeding, application or any other matter pending before the officer or before the public body in which he or she holds office or is employed;

2. A direct or indirect financial interest, as opposed to public interest, of a public officer, his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother or sister in law, business associate, employer or employee, in the outcome of a cause, proceeding, application or any other matter pending before the officer or before the public body in which he or she holds office or is employed;

3. A situation where a public officer has publicly displayed a prejudgment of the merits of a particular quasi-judicial proceeding. This shall not apply to a member's particular political views or general opinion on a given issue; and

4. A situation where a public officer has not disclosed ex parte communications with a party in a quasi-judicial proceeding.

5. "**Conflict of interest**" does not arise in the case of votes or decisions on matters in which the public officer has a personal or pecuniary interest in the outcome no greater than that of other persons generally affected by the decision, such as adopting a bylaw or setting a tax rate.

B. Emergency means an imminent threat or peril to the public health, safety or welfare.

C. Official act or action means any legislative, administrative or judicial act performed by any elected or appointed officer while acting on behalf of the municipality.

D. Public interest means an interest of the community as a whole, conferred generally upon all residents of the municipality.

E. Quasi-judicial proceeding means a case in which the legal rights of one or more persons who are granted party status are adjudicated, which is conducted in such a way that all parties have opportunities to present evidence and to cross-examine witnesses presented by other parties, which results in a written decision, which includes recitation of the law or regulation which forms the basis of the matter being judged, the findings of fact and conclusions of law as the basis of the decision, the result of which is appealable by a party to a higher authority.

Article 4. Disqualification.

A. A public officer shall not participate in any official action if he or she has a conflict of interest, as defined herein, in the matter under consideration.

B. A public officer shall not personally, or through any member of his or her household business associate, employer or employee, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application or other matter pending before the public body in which the officer holds office.

C. In the case of a public officer who is an appointee, the public body which appointed that public officer shall have the authority to order that officer to recuse him or herself from the matter, when the public body has found that the officer has a conflict of interest in the matter.

D. Except for gifts of food or volunteer help or with specific permission of the Selectboard for the gift, public officers shall not accept gifts or other offerings for personal gain by virtue of their public office that are not available to the public in general.

E. Public officers shall not use resources not available to the general public, including but not limited to town staff time, equipment, supplies, or facilities for private gain or personal purposes.

Article 5. Disclosure.

A. A public officer should disclose a perceived conflict of interest, though it does not rise to a true conflict of interest by definition herein, and if he or she believes that he or she is able to act fairly, objectively and in the public interest in spite of this perception, prior to participating in any official action on the matter disclose to the public body at a public hearing the matter under consideration, the nature of the potential conflict of interest and why he or she believes that he or she is able to act in the matter fairly, objectively and in the public interest.

B. A public officer must disclose a conflict of interest, as defined herein, and recuse him or herself from participating in the matter.

C. In the case of a public officer who is an elected member of a board, commission, or other body, the remaining members of that body shall have the authority to inquire of the officer about a possible conflict of interest and to suggest or recommend that the member recuse him or herself from the matter. If the member believes that he or she does not have a conflict of interest or believes that he or she is able to act fairly, objectively and in the public interest in spite of an existing conflict of interest, the member shall, prior to participating in the matter, prepare a statement describing the matter under consideration, the nature of the potential conflict of interest and why he or she believes that he or she is able to act in the matter fairly, objectively and in the public interest. The statement required by this subsection shall be signed by the officer and filed as part of the minutes of the meeting of the public body in which the officer holds office.

Article 6. Recusal.

A public officer shall recuse him or herself from any matter in which he or she has a conflict of interest, pursuant to the following:

1. Any person may request that a member recuse him or herself due to a conflict of interest. Such request shall not constitute a requirement that the member recuse him or herself.

2. A public officer who has recused him or herself from a proceeding shall not sit with the board, deliberate with the board, or participate in that proceeding as a board member in any capacity.

3. If a previously unknown conflict is discovered, the board may take evidence pertaining to the conflict and, if appropriate, adjourn to a short deliberative session to address the conflict.

4. The board may adjourn the proceedings to a time certain if, after a recusal, it may not be possible to take action through the concurrence of a majority of the board. The board may then resume the proceeding with sufficient members present.

5. In the case of a public officer who is an appointee, the public body which appointed that public officer, on a finding by the public body that the officer has a conflict of interest as defined herein, shall have the authority to order that officer to recuse him or herself from the matter, subject to applicable law.

Article 7. Enforcement; Progressive Consequences for Failure to Follow the Conflict of Interest Procedures. In cases where the conflict of interest procedures in Articles 5 and 6 have not been followed, the select board may take progressive action to discipline an offending public officer. In the discipline of a public officer, the board shall follow these steps in order:

A. The chair shall meet informally, in private, with the public officer to discuss possible conflict of interest violation.

B. The board may meet to discuss the conduct of the public officer. Executive session may be used for such discussion, in accordance with 1 V.S.A. § 313(4). The public officer may request that this meeting occur in public. If appropriate, the board may admonish the offending public officer in private.

C. If the board decides that further action is warranted, the board may admonish the offending public officer at an open meeting and reflect this action in the minutes of the meeting. The public officer shall be given the opportunity to respond to the admonishment.

D. Upon majority vote, the board may request that the offending public officer resign from the board.

Article 8. Exception. The recusal provisions of Article 6 shall not apply if the legislative body of the municipality determines that an emergency exists and that actions of the public body otherwise could not take place. In such cases, a public officer who has reason to believe he or she has a conflict of interest shall disclose such conflict as provided in Article S.C.

Article 9. Effective Date. The foregoing Policy was adopted by the select board of the Town of Grafton, Vermont, the 1st day of October 2012 and is effective as of that date until amended or repealed.

§ IV. UNILATERAL COMMUNICATIONS – PUBLIC BODY

In any matter before a Public Body, a member should not communicate with or accept a communication from a person the Public Body has reasonable grounds for believing is a party to the matter outside of a public hearing. The presiding officer of the Public Body may engage in such communications, if and only if, there is notice and opportunity to participate given to all parties in accord with 24 V.S.A. § 1207(a). A member should disclose any such communication at an open meeting of the Public Body prior to any consideration on the matter, and the member should recuse himself or herself, if appropriate.

A “party” as used in this paragraph means a person who:

- A. Holds an interest or has an agreement to acquire an interest in a business entity or the property of a business entity which desires to enter into any agreement with the Town, where the Town’s entering into the agreement depends upon the official action of the Public Body.
- B. Is associated with or has an agreement to associate with such a business entity, whether as employee, director, officer, broker, agent, contractor, subcontractor, purchaser or seller, or in any other capacity where the Town’s agreement with such business entity depends upon the official action of the Public Body.
- C. Holds an interest in any property, real or personal, which is the subject of any preceding or proposed action pending before the Public Body, or any agreement or understanding to acquire such an interest.
- D. Qualifies as a “party” under 24 V.S.A. § 1201(4). Officials are forbidden from communicating with others about a pending matter, but communications to a Public Body member by citizens who are not parties to the matter are not subject to disclosure requirements.

§ V. INCOMPATIBILITY OF OFFICE

In accord with 17 V.S.A. § 2647, it shall be found to be a conflict of duty if a Public Official holds or exercises more than one of the following offices or positions at the same time:

- A. Any Public Official, elected or appointed, shall not be hired as an employee or consultant during that Public Official's term of office without the approval of the Select Board.
- B. An Official, or any member of the Official's immediate family, shall not perform the duties of auditor or attorney for the Town.
- C. A member of the Select Board shall not hold or exercise the office of Town Clerk/ Treasurer or Tax Assessor, or serve on any Public Body that may be established by the Town, with the exception of the Civil Board of Authority.
- D. A Planning Commissioner shall not hold or exercise the office of Town Planner or Zoning Administrator or be a member of the Development Review Board.
- E. A Development Review Board member shall not hold or exercise the office of Town Planner or Zoning Administrator or be a member of the Planning Commission.

§ VI. STANDARDS OF CONDUCT

Every Public Official of the Town of Grafton shall be subject to and abide by the following standards of conduct:

A. Public Property

An Official shall not request or permit the unauthorized use of Town owned vehicles, equipment, materials, or property for personal convenience or gain.

B. Disclosure of Interest in Legislation

An Official who has a financial or material interest in any legislation coming before a Public Body shall publicly disclose on the official record of the Public Body the nature and extent of any financial or material interest the Official has in such legislation.

C. Representation Before One's Own Municipal Department

An Official shall not receive, or enter into any agreement for, expressed or implied, compensation for services to be rendered in relation to any matter before the Town or of any municipal department over which an employee has jurisdiction or to which the employee has the power to appoint any member, officer or employee.

D. Representation Before Any Municipal Department for a Fee

An Official shall not receive, or enter into any agreement, expressed or implied, for compensation for services to be rendered in relation to any matter before any department of the municipality, whereby compensation is to be dependent or contingent upon any action by such municipal department with respect to such matter.

E. Advocacy/Political Activity

An Official shall not orally, by letter, or otherwise, solicit or be in any matter concerned in soliciting any assessment, subscription, or contribution to any political party, nor be a party to such solicitation by others while representing the Town. An Official shall not promise an appointment to any municipal position as reward for any advocacy/political activity.

§ VII. CODE VIOLATION

Any person who believes that a violation of any portion of this Code has occurred as a result of an Official's act or action may send or deliver a signed, written complaint to the Town Administrator, Select Board, or the Town Attorney, whichever is appropriate. The complaint shall include the name of the person alleged to have committed the violation and the specific act or acts which constitute the violation.

- if the complaint alleges a violation of a Public Official it shall be delivered to the office of the Town's Attorney.

§ VIII. BOARD OF ETHICS ESTABLISHED

A. The Select Board shall head the Board of Ethics (the Board). The Board shall consist of not more than five members.

B. The Board shall have the power to interpret the provisions of this Code and other applicable state law; investigate and report on any alleged violation(s) as provided below; summon witnesses and schedule hearings in connection with any matter under investigation or inquiry; recommend sanctions, suspension or removal.

C. The members shall initially serve staggered terms (two or three years). The Town Administrator or Town Attorney may be an ex-officio member of the Board.

D. A majority of the Board shall constitute a quorum. The Board shall meet as frequently as it deems necessary.

E. Members serving on the Board shall serve without compensation, except for the Town Administrator or the Town Attorney, who shall act in an ex-officio capacity when requested by the Board.

F. The Board has the authority to:

1. Review complaints.
2. Conduct hearings and fact finding at the request of the Town Attorney or the Town Administrator.
3. Render opinions on the application of this Code.
4. Report its findings and recommendations to the Town Attorney or the Town Administrator, depending on how the complaint/request originated.
5. At no time shall any requests to the Board be contrary to the jurisdiction and authority provided to the Select Board or the Town Administrator by the Town Charter and as stipulated in Section VIII above.

§ IX. BOARD OF ETHICS – PROCEDURE ON COMPLAINT

- A. Upon receipt of a fact finding request, or in the case of an elected official, a properly filed complaint, the Board will set a meeting date as early as possible to commence the review.
- B. The Board shall conduct its meetings according to Roberts Rules of Order.
- C. The Board is required to comply with the Vermont Open Meeting Law, 1 V.S.A. § 312, et seq.
- D. Any hearings shall be conducted under the Board’s rules and regulations, which shall include the following:
 - 1. oral evidence shall be taken under oath;
 - 2. the complainant and the respondent shall have the right to:
 - a. be represented by legal counsel;
 - b. present evidence; and
 - c. examine and cross-examine witnesses
- E. At the conclusion of any request for fact finding or complaint review, the Board shall determine the validity of any violation of the Code and make their recommendations as to the resolution or disposition of the case to the appropriate party, whoever was the source of the request or per Section VIII above.
- F. In the event the Board or any of its members become a party to any legal procedure, the Town will be responsible to represent the Board or any member and hold them harmless.

§ X. REMEDIES

As part of any decision, the Board shall make a recommendation of disciplinary action based on its findings and any relevant statutory law, regulations, or policy.

§ XI. APPLICABILITY OF CODE

This code shall be operative in all instances covered by its provisions except when superseded by an applicable statutory or policy provision. Should a conflict with present and/or future personnel rules and regulations occur, the more stringent shall prevail.

§ XII. SEVERABILITY

If any section, clause, provision, or portion of the Code of Ethics shall be held to be invalid or unconstitutional by any court, such holding shall not affect or impair any other section, clause, provision, or portion of the Code.

§ XIII. EFFECTIVE DATE AFTER PASSAGE

This Code shall take effect on October 6, 2014. This Code, and all amendments, shall not apply retroactively.

§XIV. DISTRIBUTION OF CODE OF ETHICS

The Town of Grafton shall distribute a copy of this code to every official of the Town within 30 days after the effective date of this code. Each official thereafter shall be furnished a copy before entering upon the duties of the office or employment. Each official shall sign an acknowledgement indicating they have received this code.

Approved by the Grafton Select Board on Monday, October 6, 2014.

**TOWN
OF
COLCHESTER**

CODE OF ETHICS

Approved on October 27, 2009

INDEX

I.	Policy Statement	Page 1
II.	Definitions	Page 1
III.	Conflict of Interest	Page 2
IV.	Unilateral Communications – Public Body	Page 3
V.	Disclosure Procedure – Public Body	Page 4
VI.	Incompatibility of Office	Page 5
VII.	Standards of Conduct	Page 5
VIII.	Code Violation	Page 6
IX.	Board of Ethics	Page 7
X.	Board of Ethics – Procedure on Complaint	Page 7
XI.	Remedies	Page 8
XII.	Applicability of Code	Page 8
XIII.	Severability	Page 8
XIV.	Effective Date after Passage	Page 8
XV.	Distribution of Code of Ethics	Page 9

CODE OF ETHICS

§ I. POLICY STATEMENT

Public service is public trust. The affairs of government must be conducted openly, honestly and impartially, so that the public's confidence in the integrity of its municipal affairs shall be maintained. The purposes of this Code are to set forth standards of ethical conduct; to assist Public Officials, Municipal Employees and Public Members in establishing policy for their conduct; and to develop and maintain a tradition of responsible and effective public service.

§ II. DEFINITIONS

As used in this section, the following words, unless a different meaning is required by the content or is specifically prescribed, shall have the following meanings:

- A. All references to "Town", unless otherwise specified, refer to the Municipality.
- B. Public Official, Municipal Employee or Public Member (hereinafter "Official, Employee, or Member") means any person, other than a Justice of the Peace, paid or unpaid, holding a position by election, appointment or employment in the service of the Town of Colchester, including members of any board, committee, commission, or council thereof.
- C. "Public Body" means all boards, committees, commissions, councils and any other such group elected or appointed.
- D. "Official Act or Action" means any legislative, administrative, appointive or discretionary act of an Official, Employee, or Member of the Town or any municipal department, board, committee, commission, or council thereof.
- E. "Conflict of Interest" means a significant direct, personal, or pecuniary interest of an Official, Employee, or Member or such an interest, known to the Official, Employee, or Member, of a member of his or her immediate family (as defined below) or of a business associate or of a close personal friend (as defined below) in the outcome of any particular matter pending before the Official, Employee, or Member or his or her Public Body. "Conflict of Interest" does not include a pecuniary interest which is no greater than that of other persons generally affected by the outcome of the matter.
- F. "Independence" means actual independence or the appearance thereof.
- G. "Immediate Family" means spouses, Civil Union partners, children, stepchildren, parents, step-parents, brothers, sisters, grandparents, nephews, nieces, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law, brothers and sisters-in-law and any dependent or other persons living in one's household.
- H. "Close Personal Friend" means anyone beyond an Official, Employee, or Member's immediate family with whom the Official, Employee, or Member has or had a strong

friendship, primarily outside of municipal business, such that the involvement of the Official, Employee, or Member in any issue involving the friend's interests would create the appearance of a "conflict of interest" to a reasonable observer.

- I. "Recusal" means stepping aside from public office or duty during discussions and vote when a conflict of interest or lack of independence has been declared. It is required, or in the case of public meetings recommended, that the recused person leaves the room where the discussion and vote are taking place.

§ III. CONFLICT OF INTEREST

An Official, Employee, or Member shall not engage in any act which is in conflict with, or creates an appearance of conflict with, the performance of official duties. An Official, Employee, or Member is deemed to have a conflict of interest, if she/he takes part in any of the following acts or actions:

A. Acceptance of Gifts and Favors

An Official, Employee, or Member shall not accept, receive, take, seek, or solicit, directly or indirectly, any gift or favor if it could be reasonably expected that the gift or favor would influence the action or judgment of the Official, Employee, or Member, or be considered as part of a reward for action or inaction. This provision shall not apply to:

1. Attendance of an employee at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of Town business or where official attendance by the employee as a staff representative is appropriate.
2. An award publicly presented in recognition of public service.
3. Seasonal gifts of nominal value.

B. Appointment of Immediate Family Members or Close Personal Friends

An Official, Employee, or Member shall not participate in the appointment, vote for appointment or discussion of any appointment of an immediate family member or close personal friend to any office of employment with the Town.

C. Supervision of Immediate Family Members

An Official, Employee, or Member shall not supervise, appoint, evaluate or discipline the work or employment status of an immediate family member or the affairs of the organizational unit in which the immediate family member is employed.

D. Influence over Subordinates

An Official, Employee, or Member shall not use his or her position, directly or indirectly, to affect the employment status of an immediate family member.

E. Prior Knowledge of Town Actions

An Official, Employee, or Member shall not receive or have any financial interest in any sale to the Town of any service or property when such financial interest was received with prior knowledge that the Town intended to purchase such property or obtain such service.

F. Other Potential Financial Interests and Agreements

An Official, Employee, or Member shall not influence the Town's selection of, or its conduct of business with a person, organization or business having business with the Town, if the Official, Employee, or Member or an immediate family member, business associate or close personal friend has a financial interest in or with the person, organization or business. The Official, Employee, or Member shall not participate in the discussion, negotiation, or vote on contracts or other business arrangements falling under this section. In all instances disclosure of the conflict and recusal is required.

G. Private Employment

An Official, Employee, or Member shall not engage in, solicit, negotiate for, accept private employment from, or render services for a private interest when such employment or service is incompatible with the proper discharge of official duties or could impair independence of judgment or action in the performance of official duties.

H. Use of Confidential Information

An Official, Employee, or Member shall not disclose or use, without legal authorization, confidential information acquired in the course of official duties to engage, directly or indirectly, in any transactions to further his or her or another person's personal interest or to use such information to the detriment of any person or entity.

I. Conflict with Official Duties

An Official, Employee, or Member who holds an interest or position in any organization who is or may be entering into a financial, business, commercial, or private transaction/arrangement with the Town which creates a conflict with their official duties, shall disclose the conflict. In addition, recusal is required prior to any consideration of the matter.

§ IV. UNILATERAL COMMUNICATIONS – PUBLIC BODY

In any matter before a Public Body, a member should not communicate with or accept a communication from a person the Public Body has reasonable grounds for believing is a party to the matter outside of a public hearing. The presiding officer of the Public Body may engage in such communications, if and only if there is notice and opportunity to participate given to all parties in accord with 24 V.S.A. § 1207(a). A member should disclose any such communication at an open meeting of the Public Body prior to any consideration on the matter, and the member should recuse himself or herself, if appropriate.

A “party” as used in this paragraph means a person who:

- A. Holds an interest or has an agreement to acquire an interest in a business entity or the property of a business entity which desires to enter into any agreement with the Town, where the Town's entering into the agreement depends upon the official action of the Public Body.
- B. Is associated with or has an agreement to associate with such a business entity, whether as employee, director, officer, broker, agent, contractor, subcontractor, purchaser or

seller, or in any other capacity where the Town's agreement with such business entity depends upon the official action of the Public Body.

- C. Holds an interest in any property, real or personal, which is the subject of any preceding or proposed action pending before the Public Body, or any agreement or understanding to acquire such an interest.
- D. Qualifies as a "party" under 24 V.S.A. § 1201(4).

Officials, Employees and Members are forbidden from communicating with others about a pending matter, but communications to a Public Body member by citizens who are not parties to the matter are not subject to disclosure requirements.

§ V. DISCLOSURE PROCEDURE - PUBLIC BODY

If a matter comes before a Public Body as to whether an Official, Employee, or Member is required to make disclosure, the affected member shall make such a disclosure, at an open meeting, prior to any consideration of the matter.

A. Participation after Disclosure

Upon the Official, Employee, or Member's disclosure of an interest, agreement, association, employment or other arrangement, the Official, Employee, or Member shall recuse himself or herself from the matter, and more specifically:

1. Such Official, Employee, or Member shall not, during any part of the Public Body meeting pertaining to the matter requiring such disclosure, represent, advocate on behalf, or otherwise act as the agent of the person or business entity in or with which the member has such interest or relationship, and
2. Such Official, Employee, or Member is recommended to leave the room during any public hearing of the issue, and he or she shall not participate in any consideration of, or vote on the matter before the Public Body. Such Official, Employee, or Member shall not attend or participate in any non-public executive sessions, deliberations, discussions, or votes on the matter.
3. If the Official, Employee, or Member should have an interest in a matter under consideration by any Public Body that may be established by the Town, such Official, Employee, or Member shall not, during any part of a meeting pertaining to the matter, represent, advocate on behalf of, or otherwise act as the agent of the person or business entity in or with which the Official, Employee, or Member has such an interest or relationship.

The foregoing shall not be construed as prohibiting the Official, Employee, or Member from testifying as to factual matters at a hearing of the Public Body, if requested or allowed by said Public Body. Further, this section shall not be construed to limit the right of an individual to represent a personal interest or express an opinion so long as the Official, Employee, or Member

identifies himself or herself as a private citizen with a personal interest in the matter, who is speaking in that limited capacity.

B. Effect of Violation

If a Public Body takes an official action and an Official, Employee, or Member who is required to disclose, fails to do so; or after disclosing, participates in consideration of the matter or vote; and if such official action would not have been taken without the vote of that Official, Employee, or Member, then such official action shall be voidable by the Public Body. In such instance the matter shall, if possible, be properly reconsidered in a timely manner pursuant to this Code and the applicable statutes. The presiding officer or vice-presiding officer shall immediately refer the member who failed to disclose or recuse to the Board of Ethics for appropriate action.

§ VI. INCOMPATIBILITY OF OFFICE

In accord with 17 V.S.A. § 2647, it shall be found to be a conflict of duty if a Public Official or Municipal Employee holds or exercises more than one of the following offices or positions at the same time:

- A. Any Public Official, elected or appointed, shall not be hired as an employee or consultant during that Public Official's term of office without the approval of the Select Board.
- B. An Official, Employee, or Member, or any member of the Official, Employee, or Member's immediate family, shall not perform the duties of auditor or attorney for the Town.
- C. The Town Manager shall not hold or exercise the office of Town Clerk/Treasurer or Tax Assessor.
- D. A member of the Select Board shall not hold or exercise the office of Town Clerk/Treasurer or Tax Assessor, or serve on any Public Body that may be established by the Town, with the exception of the Civil Board of Authority.
- E. A Planning Commissioner shall not hold or exercise the office of Town Planner or Zoning Administrator or be a member of the Development Review Board.
- F. A Development Review Board member shall not hold or exercise the office of Town Planner or Zoning Administrator or be a member of the Planning Commission.

§ VII. STANDARDS OF CONDUCT

Every Public Official or Municipal Employee of the Town of Colchester shall be subject to and abide by the following standards of conduct:

A. Public Property

An Official, Employee, or Member shall not request or permit the unauthorized use of Town-owned vehicles, equipment, materials, or property for personal convenience or gain.

B. Disclosure of Interest in Legislation

An Official, Employee, or Member who has a financial or material interest in any legislation coming before a Public Body shall publicly disclose on the official record of the Public Body the nature and extent of any financial or material interest the Official, Employee, or Member has in such legislation.

C. Representation Before One's Own Municipal Department

An Official, Employee, or Member shall not receive, or enter into any agreement for, expressed or implied, compensation for services to be rendered in relation to any matter before the Town or of any municipal department over which the employee has jurisdiction or to which the employee has the power to appoint any member, officer or employee.

D. Representation Before Any Municipal Department for a Fee

An Official, Employee, or Member shall not receive, or enter into any agreement, expressed or implied, for compensation for services to be rendered in relation to any matter before any department of the municipality, whereby compensation is to be dependent or contingent upon any action by such municipal department with respect to such matter.

E. Advocacy/Political Activity

An Official, Employee, or Member shall not orally, by letter, or otherwise, solicit or be in any matter concerned in soliciting any assessment, subscription, or contribution to any political party, nor be a party to such solicitation by others while representing the Town. An Official, Employee, or Member shall not promise an appointment to any municipal position as reward for any advocacy/political activity.

§ VIII. CODE VIOLATION

Any person who believes that a violation of any portion of this Code has occurred as a result of an Official, Employee, or Member's act or action may send or deliver a signed, written complaint to the Town Manager, Chair of the Select Board or Town Attorney, whichever is appropriate. The complaint shall include the name of the person alleged to have committed the violation and the specific act or acts which constitute the violation.

- A. if the complaint alleges a violation by a Municipal Employee it shall be delivered to the Town Manager and the Chair of the Select Board.
- B. if the complaint alleges a violation by the Town Manager it shall be delivered to the Chair of the Select Board.
- C. if the complaint alleges a violation of a Public Member it shall be delivered to the Chair of the Select Board.

- D. if the complaint alleges a violation of a Public Official it shall be delivered to the office of the Town's Attorney.

§ IX. BOARD OF ETHICS ESTABLISHED

- A. The Select Board shall establish a Board of Ethics (the Board). The Board shall consist of not more than five members.
- B. The Board shall have the power to interpret the provisions of this Code and other applicable state law; investigate and report to the Select Board on any alleged violation(s) as provided below; summon witnesses and schedule hearings in connection with any matter under investigation or inquiry; recommend sanctions, suspension or removal.
- C. The members shall initially serve staggered terms (one to three years) and thereafter three year terms. They shall serve at the pleasure of the Select Board. Appointments shall be in accordance with these Code criteria. The Town Manager may be an ex-officio member of the Board.
- D. A majority of the Board shall constitute a quorum. The Board shall elect a chairperson annually. The Board shall meet as frequently as it deems necessary.
- E. If a complaint is received by the Town Attorney, Select Board or Town Manager, it shall be reviewed with the Board.
- F. Members serving on the Board shall serve without compensation, except the Town Attorney who shall act in an ex-officio capacity and provide guidance when requested by the Board.
- G. The Board has the authority to:
1. Review complaints.
 2. Conduct hearings and fact finding at the request of the Select Board or the Town Manager.
 3. Render opinions on the application of this Code.
 4. Report its findings and recommendations to the full Select Board or the Town Manager depending on how the complaint/request originated.
 5. At no time shall any requests to the Board be contrary to the jurisdiction and authority provided to the Select Board or the Town Manager by the Town Charter and as stipulated in Section VIII above.

§ X. BOARD OF ETHICS – PROCEDURE ON COMPLAINT

- A. Upon receipt of a fact finding request, or in the case of an elected official, a properly filed complaint, the Board will set a meeting date as early as possible to commence the review.
- B. The Board shall elect a chairperson, if applicable, and conduct its meetings according to Roberts Rules of Order.

- C. The Board is required to comply with the Vermont Open Meeting Law, 1 V.S.A. § 312, et seq.
- D. Any hearings shall be conducted under the Board's rules and regulations, which shall include the following:
 - 1. oral evidence shall be taken under oath;
 - 2. the complainant and the respondent shall have the right to:
 - a. be represented by legal counsel;
 - b. present evidence; and
 - c. examine and cross-examine witnesses
- E. At the conclusion of any request for fact finding or complaint review, the Board shall determine the validity of any violation of the Code and make their recommendations as to the resolution or disposition of the case to the full Select Board or the Town Manager, whichever was the source of the request or per Section VIII above.
- F. In the event the Board or any of its members become a party to any legal procedure, the Town will be responsible to represent the Board or any member and hold them harmless.

§ XI. REMEDIES

As part of any decision, the Board of Ethics shall make a recommendation of disciplinary action based on its findings and any relevant statutory law, regulations, or policy. All decisions of the Board of Ethics shall be advisory to the Select Board. The Select Board is not obligated to accept the decisions and recommendations of the Board of Ethics.

§ XII. APPLICABILITY OF CODE

This code shall be operative in all instances covered by its provisions except when superseded by an applicable statutory or policy provision. Should a conflict with present and/or future personnel rules and regulations occur, the more stringent shall prevail.

§ XIII. SEVERABILITY

If any section, clause, provision, or portion of the Code of Ethics shall be held to be invalid or unconstitutional by any court, such holding shall not affect or impair any other section, clause, provision, or portion of the Code.

§ XIV. EFFECTIVE DATE AFTER PASSAGE

This Code shall take effect on October 27, 2009. This Code, and all amendments, shall not apply retroactively.

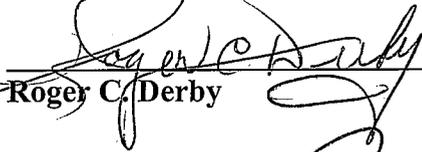
§ XV. DISTRIBUTION OF CODE OF ETHICS

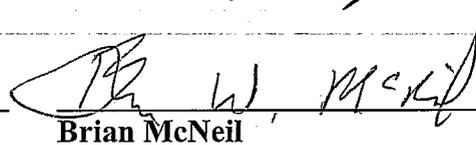
The Town of Colchester shall distribute a copy of this code to every Official, Employee, or Member of the Town within thirty (30) days after the effective date of this code. Each Official, Employee, or Member elected or appointed thereafter shall be furnished a copy before entering upon the duties of the office or employment. Each Official, Employee, or Member shall sign a statement indicating they have read and understand this Code. Annually each Official, Employee, or Member shall sign a Conflict of Interest statement. ■

Approved by the Colchester Select Board this 27th day of October, 2009


L. Richard Paquette


Marc Landry


Roger C. Derby


Brian McNeil


Myron Palmer