

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
December 4, 2024, 6:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	6:00 pm
2. Possible Executive Session – <i>Contracts; Confidential Attorney-Client Communications; Employment of Public Employees; Appointment of Public Officers</i>	
3. Agenda Review	7:00 pm
4. Public Comment	
5. Road Foreman Report	7:05 pm
6. Items for Discussion or Vote a. Employment of Public Employees b. Cintas Uniforms Service c. Town Health Benefits Provider d. 2024 Annual Report Deliverables e. FY 2026 Budget Discussion f. VLCT Drug Testing Policy g. VLCT Cyber Security Grant h. Selectboard Meeting Scheduling i. Town Hall Anonymous Donations j. Town Highway Access Permit (Dinsmoor Road) k. Appointment of Public Officials l. Warrants m. Approval of November 20, 2024 Minutes	7:30 pm
7. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	9:00 pm
8. Adjournment	
<i>Time frames are approximate. Members of the public wishing to attend for specific business items are encouraged to arrive before the time indicated.</i>	

Zoom Instructions

- Computer or Smartphone
<https://zoom.us/j/95395079923?pwd=ZjBEed3ZuZWgvWmx2M0tpOE8zbjg2dz09>
- Mobile Phone +19292056099,,95395079923#,,#,306922#
- Landline or Mobile Phone (301) 715 8592, then Meeting ID 953 9507 9923 and Passcode 306922



**BlueCross
BlueShield**
of Vermont

An Independent Licensee
of the Blue Cross and
Blue Shield Association.

Questions? Contact us at:
(800) 255-4550 (TTY/TDD: 711)
consumersupport@bcbsvt.com
bluecrossvt.org/smallbusiness

2025 SMALL GROUP QUALIFIED HEALTH PLANS & PREMIUMS CHART

Blue numbers indicate a change for 2025 plans

	BENEFITS		MEDICAL										PHARMACY				2025 MONTHLY PREMIUMS			
	Financial accounts*		Deductible		Out-of-pocket maximum	Medical cost-share(s)					Deductible	Out-of-pocket maximum	Prescription drugs cost-share(s)		Employee-only	Employee + Spouse	Employee + Child(ren)	Family		
	Health Reimbursement Arrangement (HRA)	Health Savings Account (HSA)	Medical deductible is doubled for two-person and family plans	Deductible type	Medical out-of-pocket maximum is doubled for two-person and family plans	Preventive care ⁵	Primary care, mental health, or provider visits for substance use disorder treatment	Specialist visits with diagnosis of heart disease or diabetes ⁴	Specialist visits ³	Urgent care	Emergency room care	Outpatient & inpatient hospital services	Prescription drug deductible is doubled for two-person and family plans	Prescription drug out-of-pocket maximum is doubled for two-person and family plans					Wellness drugs ⁷ (generic/preferred/non-preferred brands)	Prescription drugs (generic/preferred/non-preferred brands)
Vermont Preferred Plans	GOLD	●	\$1,250	Aggregate ^a	\$5,150 ²	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$20	Four, zero dollar office visits per member, then deductible, then \$40	Deductible, then \$40	\$60	Deductible, then \$250	Deductible, then \$750	Combined with medical	\$1,650	\$5/\$50/60% ⁷	Deductible, then \$5/40%/60%	\$1,129.14	\$2,258.28	\$2,179.24	\$3,172.88
	SILVER REFLECTIVE ○	●	\$3,250	Aggregate ^a	\$8,750 ²	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$30	Four, zero dollar office visits per member, then deductible, then \$50	Deductible, then \$50	\$70	Deductible, then \$450	Deductible, then \$1,750	Combined with medical	\$1,650	\$5/\$50/60% ⁷	Deductible, then \$5/40%/60%	\$926.86	\$1,853.72	\$1,788.84	\$2,604.48
	BRONZE	●	\$9,200	Aggregate ^a	\$9,200 ²	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$0	Four, zero dollar office visits per member, then deductible, then \$0	Deductible, then \$0			Combined with medical	Combined ¹	\$15/\$50/60% ⁷	Deductible, then \$0	\$816.91	\$1,633.82	\$1,576.64	\$2,295.52	
Vermont Select Plans	GOLD CDHP	●	\$2,950	Aggregate ^a	\$2,950	\$0	Deductible, then \$0					Combined with medical	\$1,650	\$5/\$50/60% ⁷	Deductible, then \$0	\$1,146.17	\$2,292.34	\$2,212.11	\$3,220.74	
	SILVER CDHP REFLECTIVE ○	●	\$5,400	Aggregate ^a	\$5,400 ²	\$0	Deductible, then \$0					Combined with medical	\$1,650	\$15/\$50/60% ⁷	Deductible, then \$0	\$937.14	\$1,874.28	\$1,808.68	\$2,633.36	
	BRONZE CDHP	●	\$7,700	Aggregate ^a	\$7,700 ²	\$0	Deductible, then \$0					Combined with medical	Combined ¹	\$25/65%/85% ⁷	Deductible, then \$0	\$810.79	\$1,621.58	\$1,564.82	\$2,278.32	
Standard Plans	PLATINUM	●	\$450	Stacked ^a	\$1,600 ⁶	\$0	Three, zero dollar office visits per member, then \$15	\$40	\$50	Deductible, then \$100	Deductible, then 10%	\$0	\$1,600 ⁶	\$10/\$50/50%		\$1,337.35	\$2,674.70	\$2,581.09	\$3,757.95	
	GOLD	●	\$1,400	Stacked ^a	\$5,600 ⁶	\$0	Three, zero dollar office visits per member, then \$20	\$55	\$65	Deductible, then \$150	Deductible, then 30%	\$200 individual/\$400 family	\$1,600 ⁶	\$15/deductible, then \$60/50%		\$1,138.18	\$2,276.36	\$2,196.69	\$3,198.29	
	SILVER REFLECTIVE ○	●	\$3,500	Stacked ^a	\$9,200	\$0	Three, zero dollar office visits per member, then \$40	\$90	\$100	Deductible, then \$250	Deductible, then 50%	\$500 individual/\$1,000 family	\$1,600	\$15/deductible, then \$70/50%		\$937.80	\$1,875.60	\$1,809.95	\$2,635.22	
	BRONZE	●	\$6,450	Stacked ^a	\$9,200	\$0	Deductible, then \$35	Deductible, then \$90	Deductible, then \$100	Deductible, then 50%		\$1,100 individual/\$2,200 family	\$1,600	\$15/deductible, then \$85/60%		\$795.67	\$1,591.34	\$1,535.64	\$2,235.83	
	BRONZE INTEGRATED	●	\$9,200	Stacked ^a	\$9,200	\$0	Three, zero dollar office visits per member, then \$40	\$100	Deductible, then \$0		Combined with medical	Combined ¹	\$25/deductible, then \$0		\$845.64	\$1,691.28	\$1,632.09	\$2,376.25		
	SILVER CDHP REFLECTIVE ○	●	\$2,100	Aggregate ^a	\$7,050 ²	\$0	Deductible, then 10%	Deductible, then 35%			Combined with medical	\$1,650	\$10/\$40/50% ⁷	Deductible, then \$10/\$40/50%	\$981.98	\$1,963.96	\$1,895.22	\$2,759.36		
	BRONZE CDHP	●	\$5,800	Aggregate ^a	\$7,100 ²	\$0	Deductible, then 50%					Combined with medical	\$1,650	\$12/40%/60% ⁷	Deductible, then \$12/40%/60%	\$844.49	\$1,688.98	\$1,629.87	\$2,373.02	

Cost-share for each health plan above is based on the employee-only coverage type. Plan benefits may change if the coverage type is different than employee-only coverage.

*To learn more about our integrated financial accounts, visit bluecrossvt.org/mymoney

○ Reflective Silver plans are available for small organizations who enroll directly through Blue Cross® and Blue Shield® of Vermont.

Pediatric vision and dental benefits are available on all plans for members 21 and younger. Hearing aid services are eligible for coverage. Additional plan details can be found in each plan's Summary of Benefits and Coverage (SBC).

¹This plan does not include a separate prescription drug out-of-pocket maximum. All covered medical & pharmacy expenses accumulate to the overall combined out-of-pocket maximum. ²Regardless of all other cost-share, if one person's out-of-pocket cost reaches \$9,200 in a year, we begin paying 100% of the allowed amount for that person's covered services and supplies. ³Cost-share may vary for chiropractor & outpatient physical therapy. See the Summary of Benefits and Coverage at bluecrossvt.org/smallbusiness

⁴Specialists visits include cardiologist, endocrinologist, nephrologist, ophthalmologist, or podiatrist only. ⁵Visit bluecrossvt.org/preventive for the full list of preventive services covered at no cost to you. ⁶Medical and prescription drug out-of-pocket maximums are separate. ⁷Deductible is waived for wellness drugs on our Vermont Preferred and Consumer-Directed Health Plans (CDHP). Visit bluecrossvt.org/formulary-lists and click on NPF Wellness List to view our wellness drugs. ⁸Stacked deductible plans pay benefits for an individual once the individual deductible is met, even on a two-person or family plan. Aggregate deductibles, the full individual or family deductible must be satisfied before benefits are paid.

Vermont Small Group 2025 Plans

Open enrollment begins November 1, 2024 for coverage starting January 1, 2025!



MVP VT Plus Plans (Non-Standard)					
Non-Standard plans contain unique features that enhance the value of the benchmark benefits.					
Gold		Reflective Silver ¹		Bronze	
3 QHDHP	4 NEW!	1	2 QHDHP	1	5

MVP VT Plans (Standard)							
Standard plans are based on what the state dictates must be included in benefit details.							
Platinum	Gold	Reflective Silver ¹		Bronze			
1	1	3	4 QHDHP	2	3 QHDHP	4	

Cost-share amounts below are the co-pay or co-insurance after the deductible is met, unless noted as not subject to deductible (NoDD). All plans include dependent care coverage until the end of the year the dependent turns 26. Cost-shares in red indicate a change from the 2024 plan.

Plan Deductible Individual/Family	\$3,000/\$6,000 AGG	\$5,000/\$10,000 EMB	\$2,500/\$5,000 EMB	\$5,800/\$11,600 EMB	\$7,250/\$14,500 EMB	\$9,200/\$18,400 EMB
Out-of-Pocket Maximum Individual/Family	\$3,000/\$6,000 AGG	\$8,000/\$16,000 EMB	\$7,600/\$15,200 EMB	\$5,800/\$11,600 EMB	\$8,400/\$16,800 EMB	\$9,200/\$18,400 EMB

\$450/\$900 EMB	\$1,400/\$2,800 EMB	\$3,500/\$7,000 EMB	\$2,100/\$4,200 AGG	\$6,450/\$12,900 EMB	\$5,800/\$11,600 AGG	\$9,200/\$18,400 EMB
\$1,600/\$3,200 EMB	\$5,600/\$11,200 EMB	\$9,200/\$18,400 EMB	\$7,050/\$14,100 AGG	\$9,200/\$18,400 EMB	\$7,100/\$14,200 AGG	\$9,200/\$18,400 EMB

Medical						
Primary Care/Specialist Visit	0%/0%	\$0 NoDD/\$0 NoDD	3 PCP visits per member \$0 NoDD, then \$30/\$60	0%/0%	3 PCP visits per member \$0 NoDD, then \$40/\$100	3 PCP visits per member NoDD, then 0%/0%
Hospital Facility Inpatient/Outpatient	0%/0%	20%/\$1,000	50%/\$1,500	0%/0%	50%/50%	0%/0%
Urgent Care/Emergency Room	0%/0%	\$0 NoDD/\$500	\$60/\$400	0%/0%	\$100/50%	0%/0%
Gia Virtual Care Services	0% ²	\$0 NoDD	\$0 NoDD	0% ¹	\$0 NoDD	\$0 NoDD
Ambulance	0%	\$150	\$105	0%	\$100	0%
Chiropractic	0%	\$25 NoDD	\$45	0%	\$50	0%
Acupuncture	Get up to \$500 per member, per contract for acupuncture services rendered by a licensed provider					
Pediatric Dental Class 1/Class 2/Class 3 and Orthodontia Two Dental Exams per Year	0%/0%/0%	\$0 NoDD/30%/50%	\$0 NoDD/30%/50%	0%/0%/0%	\$0 NoDD/30%/50%	0% NoDD/0%/0%
Pediatric Vision Annual Exam/Set of Eyewear	0%/0%	\$20 NoDD/\$20 NoDD	\$20 NoDD/\$20 NoDD	0%/0%	\$20 NoDD/\$20 NoDD	\$20 NoDD/\$20 NoDD
Hearing Aid Office Visit/Equipment	0%/0%	\$0 NoDD/20%	\$60/50%	0%/0%	\$100/50%	0%/0%

3 PCP visits per member at \$0, then \$15 NoDD/\$40 NoDD	3 PCP visits per member at \$0, then \$20 NoDD/\$55 NoDD	3 PCP visits per member at \$0, then \$40 NoDD/\$90 NoDD	10%/35%	\$35/\$90	50%/50%	3 PCP visits per member at \$0, then \$40 NoDD/\$100 NoDD
10%/10%	30%/30%	50%/50%	35%/35%	50%/50%	50%/50%	0%/0%
\$50 NoDD/\$100	\$65 NoDD/\$150	\$100 NoDD/\$250	35%/35%	\$100/50%	50%/50%	0%/0%
\$0 NoDD	\$0 NoDD	\$0 NoDD	0% ¹	\$0 NoDD	0% ¹	\$0 NoDD
\$60 NoDD	\$75 NoDD	\$105 NoDD	40%	\$100	50%	0%
\$20 NoDD	\$35 NoDD	\$50 NoDD	35%	\$45	50%	\$50 NoDD
Not covered						
\$0 NoDD/30%/50%	\$0 NoDD/30%/50%	\$0 NoDD/30%/50%	\$0/30%/50%	\$0 NoDD/30%/50%	\$0/30%/50%	\$0 NoDD/0%/0%
\$20 NoDD/\$20 NoDD	\$20 NoDD/\$20 NoDD	\$20 NoDD/\$20 NoDD	\$20/\$20	\$20 NoDD/\$20 NoDD	\$20/\$20	\$20 NoDD/\$20 NoDD
\$40 NoDD/10%	\$55 NoDD/30%	\$90 NoDD/50%	35%/35%	\$90/50%	50%/50%	\$100 NoDD/0%

Pharmacy						
Prescription Deductible Individual/Family	Integrated with Medical	\$250/\$500 Brand Deductible	\$850/\$1,700	Integrated with Medical	\$700/\$1,400 Brand Deductible	Integrated with Medical
Prescription Out-of-Pocket Maximum Individual/Family	\$1,650/\$3,300 AGG	\$500/\$1,000 EMB	\$1,600/\$3,200 EMB	\$1,650/\$3,300 AGG	Integrated with Medical	Integrated with Medical
Prescription Cost-share Tier 1/Tier 2/Tier 3	Preventive Drugs \$10/\$15/5% NoDD All Other Drugs 0%/0%/0%	\$0 NoDD/\$40/\$80	\$5/\$30/\$60 VBID: \$1	0%/0%/0% Preventive Drugs NoDD	\$10 NoDD/\$50/\$80 VBID: \$1	\$10 NoDD/0%/0% VBID: \$1
Diabetic Supplies	0%	\$80	\$60	0%	\$80	0%

None	\$200/\$400 Brand Deductible	\$500/\$1,000 Brand Deductible	Integrated with Medical	\$1,100/\$2,200 Brand Deductible	Integrated with Medical	Integrated with Medical
\$1,600/\$3,200 EMB	\$1,600/\$3,200 EMB	\$1,600/\$3,200 EMB	\$1,650/\$3,300 AGG	\$1,600/\$3,200 EMB	\$1,650/\$3,300 AGG	Integrated with Medical
\$10 NoDD/\$50 NoDD/50% NoDD	\$15 NoDD/\$60/50%	\$15 NoDD/\$70/50%	\$10/\$40/50% Preventive Drugs NoDD	\$15 NoDD/\$85/60%	\$12/40%/60% Preventive Drugs NoDD	\$25 NoDD/0%/0%
50% NoDD	50%	50%	50%	60%	60%	0%

Premium Monthly Rates Rates effective January 1, 2025–December 31, 2025.

Single	\$1,052.10	\$1,003.03	\$810.02	\$826.68	\$722.72	\$717.83
Single + Spouse	\$2,104.20	\$2,006.06	\$1,620.04	\$1,653.36	\$1,445.44	\$1,435.66
Single + Child(ren)	\$2,030.55	\$1,935.85	\$1,563.34	\$1,595.49	\$1,394.85	\$1,385.41
Single + Spouse + Child(ren)	\$2,956.40	\$2,818.51	\$2,276.16	\$2,322.97	\$2,030.84	\$2,017.10

\$1,203.09	\$1,009.01	\$810.90	\$819.12	\$713.04	\$719.42	\$728.15
\$2,406.18	\$2,018.02	\$1,621.80	\$1,638.24	\$1,426.08	\$1,438.84	\$1,456.30
\$2,321.96	\$1,947.39	\$1,565.04	\$1,580.90	\$1,376.17	\$1,388.48	\$1,405.33
\$3,380.68	\$2,835.32	\$2,278.63	\$2,301.73	\$2,003.64	\$2,021.57	\$2,046.10

¹ Reflective Silver plans are only available through purchase directly from MVP Health Care.
² This plan features an aggregate deductible and out-of-pocket maximum (OOPM). Each member on a family plan will pay toward the family OOPM. No individual will pay more than the government mandated OOPM of \$9,200. The term embedded is used in Vermont Health Connect materials to define this deductible and OOPM structure.
³ Gia telemedicine services will be \$0 after the deductible is met on MVP QHDHPs beginning January 1, 2025, unless the Affordable Care Act 2023 QHDHP/MSA safe harbor is further extended.
QHDHP: Qualified High-Deductible Health Plan. All MVP QHDHP plans are Health Savings Account qualified.

NoDD: Not subject to deductible.
VBID: Value-Based Insurance Design. VBID maintenance medications are not subject to the deductible.
 All Vermont Small Group QHDHPs can be paired with a Health Savings Account.
 MVP VT Small-Group plans are pending approval for Medicare Creditable Coverage qualification.
 These plan overviews are intended to provide a general outline of coverage. For comprehensive benefit details, please review your Certificate of Coverage (COC), Summary of Benefits and Coverage (SBC), and any applicable Rider(s). Your COC, SBC, and Rider(s) will be controlling. These documents can be found in your MVP online account, or are available by request.

Aggregate (AGG): For any policy with two or more members, the family deductible must be met by any member or any combination of members before the plan will make payment. **Embedded (EMB):** Each member one or more combination of members before the plan will make payment. **Embedded (EMB):** Each member one or more combination of members before the plan will make payment. **Embedded (EMB):** Each member one or more combination of members before the plan will make payment. **Embedded (EMB):** Each member one or more combination of members before the plan will make payment.

\$600 Well-Being Reimbursement
 Included on all MVP VT Plus plans! Members can get reimbursed up to \$600 per contract, per calendar year for well-being items, programs, and activities.
Questions? We're here to help!
 Call 1-844-865-0250 or visit mvphealthcare.com/vermont to learn more.
 For subsidy information, visit VermontHealthConnect.gov.



MVP Vision Plans for Small Groups



MVP Health Care's vision plans are powered by EyeMed, which means every doctor in our network is carefully selected to ensure our members have the flexibility to choose from the right mix of independent, national retail, and regional retail providers, including LensCrafters, Target Optical, and Pearle Vision. Plus, we offer online, in-network options through LensCrafters.com, Ray-Ban.com, Glasses.com, and ContactsDirect.com. To learn more about MVP vision plans, contact your Broker or MVP Sales Representative.

Summary of Benefits	MVP Vision 1		MVP Vision 2		MVP Vision 3	
	In-Network Provider (Member Responsibility)	Out-of-Network Provider (Reimbursement to Member)	In-Network Provider (Member Responsibility)	Out-of-Network Provider (Reimbursement to Member)	In-Network Provider (Member Responsibility)	Out-of-Network Provider (Reimbursement to Member)
Routine Eye Exam One exam every 12 months	\$10 co-pay Lenses or contact lenses every 12 months, frames every 12 months	Up to \$25	\$10 co-pay Lenses or contact lenses every 12 months, frames every 24 months	Up to \$25	\$10 co-pay Lenses or contact lenses every 12 months, frames every 24 months	Up to \$25
Frames	20% off after \$170 allowance	Up to \$85	20% off after \$150 allowance	Up to \$75	20% off after \$130 allowance	Up to \$65
Lenses, Single Pair						
Single Vision	\$25 co-pay	Up to \$7	\$25 co-pay	Up to \$7	\$25 co-pay	Up to \$7
Bifocal	\$25 co-pay	Up to \$21	\$25 co-pay	Up to \$21	\$25 co-pay	Up to \$21
Trifocal	\$25 co-pay	Up to \$46	\$25 co-pay	Up to \$46	\$25 co-pay	Up to \$46
Standard Progressive	\$90 co-pay	Up to \$21	\$90 co-pay	Up to \$21	\$90 co-pay	Up to \$21
Premium Progressive Tier 1/Tier 2/Tier 3/Tier 4	\$110/\$120/\$135/\$90 co-pay, then 20% off after \$120 allowance	Up to \$21	\$110/\$120/\$135/\$90 co-pay, then 20% off after \$120 allowance	Up to \$21	\$110/\$120/\$135/\$90 co-pay, then 20% off after \$120 allowance	Up to \$21
Lens Options, Per Pair						
Standard Polycarbonate Adult to age 19	\$40/\$0	Not covered/Up to \$28	\$40/\$0	Not covered/Up to \$28	\$40/\$0	Not covered/Up to \$28
Scratch Resistant Coating	\$0	Up to \$11	\$0	Up to \$11	\$0	Up to \$11
UV Coating	\$15	Not covered	\$15	Not covered	\$15	Not covered
Solid or Gradient Tint	\$15	Not covered	\$15	Not covered	\$15	Not covered
Standard Anti-Reflection Coating	\$45	Not covered	\$45	Not covered	\$45	Not covered
Additional Add-Ons and Services	20% off	Not covered	20% off	Not covered	20% off	Not covered
Contact Lenses						
Conventional	15% off after \$170 allowance	Up to \$136	15% off after \$150 allowance	Up to \$120	15% off after \$130 allowance	Up to \$104
Disposable	\$170 allowance	Up to \$136	\$150 allowance	Up to \$120	\$130 allowance	Up to \$104

Rates Effective January 1, 2025–December 31, 2025 (Non-Voluntary–Employer contributes 80% or more to their employees' vision premium)

Single	Voluntary: \$8.01	Non-Voluntary: \$6.58	Voluntary: \$6.70	Non-Voluntary: \$5.24	Voluntary: \$6.20	Non-Voluntary: \$4.84
Single + Spouse	Voluntary: \$15.22	Non-Voluntary: \$12.50	Voluntary: \$12.73	Non-Voluntary: \$9.96	Voluntary: \$11.78	Non-Voluntary: \$9.20
Single + Child(ren)	Voluntary: \$16.02	Non-Voluntary: \$13.16	Voluntary: \$13.40	Non-Voluntary: \$10.48	Voluntary: \$12.40	Non-Voluntary: \$9.68
Family	Voluntary: \$23.55	Non-Voluntary: \$19.35	Voluntary: \$19.70	Non-Voluntary: \$15.41	Voluntary: \$18.23	Non-Voluntary: \$14.23

No benefits will be paid for services or materials connected with or charges arising from: orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; medical and/or surgical treatment of the eye, eyes or supporting structures; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; plano (non-prescription) lenses; non-prescription sunglasses; two pair of glasses in lieu of bifocals; services or materials provided by any other group benefit plan providing vision care; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Member receives a 20% discount on items not covered by the plan at EyeMed In-Network locations. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine

which participating providers have agreed to the discounted rate. Discounts on vision materials may not be applicable to certain manufacturers' products EyeMed Vision Care reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Service and amounts listed above are subject to change at any time. Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider. Such fees or materials are not covered under the Policy. Benefit allowances provide no remaining balance for future use within the same Benefit Frequency. These plan overviews are intended to provide a general outline of coverage. In the event of any conflict between this document and your Certificate of Coverage, Schedule, or any applicable Rider(s), your Certificate of Coverage, Schedule, or any applicable Rider(s) will be controlling. Health benefit plans are issued or administered by MVP Health Plan, Inc.; MVP Health Insurance Company; MVP Select Care, Inc.; and MVP Health Services Corp., operating subsidiaries of MVP Health Care, Inc. Not all plans available in all states and counties.

Item 6E
FY 2026 Budget Discussion

available at

<https://pomfretvt.us/index.php/boar/sel/budget/>

Guidance

Draft – November 20, 2024

PACIF has developed the attached model policy to assist municipalities that are regulated by the U.S. Department of Transportation (DOT). A municipality is a DOT-regulated employer if any of its employees operate commercial motor vehicles (CMVs). Even among the employees of a DOT-regulated municipality, the provisions of this policy only apply to those municipal employees who operate or are expected to be able to operate CMVs as part of their municipal employment. The policy also applies to potential CMV operators during the pre-employment process. Municipal employees who hold CDLs but are otherwise not expected to operate CMVs are not subject to this policy.

*This policy has been developed based on the requirements articulated by DOT in Title 49, Part 40 of the Code of Federal Regulations (CFR). Your municipality is responsible for editing this document so that it reflects the practices and policies that have been adopted by your municipality which conform to federal and state requirements. Your opportunities for editing are limited to the sections within this policy that are marked with **guidance** and are accompanied by **bolded text**. You must replace this guidance language with language that reflects your municipality's policies.*

We suggest that you have your municipal attorney review the final language in the document to ensure that the choices you have made regarding personnel and other issues do not conflict with any federal or state law, other municipal personnel policies or otherwise place the municipality in an adverse position relative to employment practices liability or other risks or legal issues.

***Please note:** Federal regulations provide little guidance in regard to the consequences of a positive test. Under Vermont law, an employee may not be terminated for a positive test if s/he agrees to participate in and then successfully completes the municipality's employee assistance program (EAP). Until there is more clarity about whether state law applies in the context of testing for CMV operators, PACIF recommends that municipalities take a conservative approach and assume that they are bound by the restrictions of state law.*

Because of the various and significant compliance issues regarding testing and because of the risk of a claim for wrongful termination, we recommend that a municipality take only the following action after receiving notice of a confirmed positive test result: immediately suspend the employee with pay while the municipality consults with PACIF to request an employment practice liability (EPL) referral. As always, please call us if you have questions about this policy or if you would like to arrange for some onsite training on these matters.

Note: Please delete this italicized guidance section during final editing

~~[Name of municipality] Drug & Alcohol Policy for CMV Operators~~

DRUG & ALCOHOL POLICY FOR CMV OPERATORS TOWN OF POMFRET, VERMONT

Approved [REDACTED], 2024

Introduction

This policy applies to employees and prospective employees of ~~[Name of Municipality]~~Pomfret who operate commercial motor vehicles (CMVs) or who will operate CMVs if they are hired, transferred or promoted. Employees and prospective employees are not subject to this policy by virtue of holding a CDL unless their job duties may require them to operate a CMV.

All other municipal employees are subject to the provisions of the municipality's personnel policy regarding alcohol and drug use and testing, if applicable.

The policy was developed based on the requirements articulated by the U.S. Department of Transportation (DOT) in Title 49, of the Code of Federal Regulations (CFR).

This personnel policy does not constitute a contract of employment. Employment with ~~[Name of Municipality]~~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. 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.

Section 1: Applicability

This policy applies to all ~~[name of municipality]~~Pomfret employees and prospective employees who operate commercial motor vehicles (CMVs) while engaged in any municipal business. This policy supersedes any provisions in the town's personnel policy regarding the consequences of the possession or use of drugs and alcohol as they pertain to CMV operators.

For purposes of this policy,

Commercial motor vehicle or CMV means a motor vehicle or combination of motor vehicles as follows:

- Any single vehicle with a gross vehicle weight rating (GVWR) of 26,001 pounds or more.
- A combination vehicle with a gross combination weight rating (GCWR) of 26,001 or more pounds, provided the GVWR of the vehicle(s) being towed is in excess of 10,000 pounds.
- A vehicle designed to transport 16 or more passengers (including the driver).

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- Any size vehicle which requires hazardous material placards or is carrying material listed as a select agent or toxin in 42 CFR part 73.

Individuals operating the above vehicles must have a valid commercial driver's license (CDL). Note that emergency vehicles (e.g. fire apparatus) are not CMVs).

Each employee who is subject to this policy is required to sign an acknowledgement that he or she has been provided a copy of this policy. This acknowledgement will be maintained in the town's personnel files as part of the driver qualification file. An acknowledgement form is included as Appendix C.

Given the varied nature of municipal needs, employees who are employed to operate CMVs have the potential to serve in safety-sensitive functions during any part of their job. Therefore, employees are subject to this policy at all times while they are actively working and during periods when they may be called into work (e.g. to respond to weather-related incidents, respond to emergency situations, etc.). Safety-sensitive functions and other terms are defined in Appendix A: Definitions.

~~**Guidance: Insert here a reference to the page or section of your personnel policy that addresses being on call for duty, if such a policy exists. As a minimum, address the issue that CMV operators will need to remain substance-free during expected winter events and other anticipated emergency incidents, given the likelihood that they will be called in to work and thus must be in compliance with elements of this Drug & Alcohol Policy.**~~

Section 2: Responsibility for Employee Information

The [Name of Municipality] Pomfret has assigned [responsible person's name here] [redacted] as the individual who can provide employees with information regarding this Drug & Alcohol Policy and answer related questions on the pertinent issues. Employees may also obtain information about applicable Federal regulations from 49 CFR. Sources of information are provided in Appendix B of this policy.

~~**Guidance: It is important that this person's name be updated whenever a new individual assumes these responsibilities. This individual may or may not be the same person as your designated employer representative (DER). The DER is the person that receives the calls from the vendor that performs the testing pursuant to this policy. It is important that the person named above understand the municipality's drug & alcohol policy and also have access to the FMCSA requirements online. One document that may be helpful to download from DOT/FMCSA is entitled "A Motor Carrier's Guide to Improving Highway Safety".**~~

Section 3: Prohibited Conduct

Conduct listed in this section is prohibited.

- Having a verified positive, adulterated or substituted drug test result.
- Performing safety-sensitive functions after notification of a verified positive, substituted or adulterated drug test result or an EBT alcohol test result indicating a measured alcohol concentration of 0.02% or greater, regardless of when the drug or alcohol was ingested and

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regardless of whether or not the driver is under the influence of alcohol or using drugs, as defined in federal, state or local law.

- Reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
- Consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. -An on-call employee who has consumed alcohol must acknowledge the use of alcohol at the time that he/she is called to report for duty.
- Consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- Misusing or being impaired by authorized or prescribed use of drugs or over-the counter medications which may affect work performance or pose a danger to the safety of the driver or to others. Drivers are required to inform the employer's designated representative of any therapeutic drug use that has the potential to impact the safe operation of equipment or motor vehicles.
- In cases where prescribed medication labeling suggests that machinery operation or driving may be compromised in any way, the driver shall obtain written authorization from the prescribing physician indicating that the driver is able to safely operate a CMV while using the substance. -This must be provided to the municipality prior to operation of said CMV while using the prescribed substance(s).
- Reporting to work or remaining on duty requiring the performance of safety sensitive duties while having an alcohol concentration of 0.02% or greater regardless of when the alcohol was consumed.
- Consuming alcohol for eight (8) hours following involvement in an accident or before submitting to any required post-accident drug/alcohol testing, whichever occurs first.
- Engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the ~~work place~~workplace including municipal premises, vehicles, while in uniform or while on municipal business.
- Refusal to submit to alcohol or drug testing, as defined in Section 4, below.

Section 4: "Testing Refusal" Defined

Under federal law, a test refusal is considered as a positive test and has the same consequences. An employee or prospective employee is considered to have refused a test when s/he does any of the following:

- Fails to appear for any test within a reasonable time, as determined by the employer or testing pool administrator, after being directed to do so by the employer;
- Fails to remain at the testing site until the testing process is complete;
- Fails to provide a urine specimen for any drug test required by Part 40 or DOT agency regulations;
- In the case of an observed collection in a drug test, fails to permit the observation or monitoring of the collection of a specimen;

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- Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Fails to provide an adequate amount of saliva or breath for any alcohol test required, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Fails or declines to take a second test that the employer or collector has directed the employee to take;
- Fails to undergo a medical examination or evaluation, as directed by the medical review officer (MRO) as part of the verification process, or as directed by the DER as part of the “shy bladder” procedures;
- Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process);
- If the MRO reports that there is verified adulterated or substituted test result.

Section 5: Testing

All testing and specimen collection prescribed under this policy will be done in accordance with federal requirements. -Prescribed testing includes: pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up, if applicable.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (DHHS). -All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. -The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

Section 5a: The Drug Testing Process

The drug testing process will screen for drugs including marijuana, cocaine, opioids, amphetamines, and phencyclidine. The use of certain over-the-counter medications and other substances may result in a positive test.

After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection procedure. -Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. -The specimen analysis will be conducted at a DHHS certified laboratory.

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An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

Guidance: ~~If a drug test produces a result of negative-dilute, the employer may require the donor to submit to another, a second specimen collection. The re-collection cannot be done under direct observation. If the employer adopts a policy of re-collection for negative-dilute results, all employees must be treated the same. However, the employer may elect to treat different types of tests differently (e.g. re-collect for pre-employment tests, but not for random tests). If a second test is performed and is also negative-dilute, the employer must accept that result and cannot continue re-collections.~~ required. The second test ~~is~~ will become the test of record. ~~even if the second test is also negative-dilute.~~ Under federal law, an applicant/employee's refusal to submit to a ~~re-collection~~ re-collection for a negative-dilute result is considered a refusal to test. ~~You should state your municipal policy on this issue here.~~

The test results from the DHHS certified laboratory will be reported to a Medical Review Officer (MRO). The MRO is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a verified positive, substituted, or adulterated test result. The MRO will:

- Attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result.
- Review any medical history and/or medical records that have been offered by the employee to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be confirmed as a verified positive or a refusal to test and reported to ~~the [Name of Municipality]~~ Pomfret's Designated Employer Representative (DER). If a legitimate explanation is found, the MRO will report the test result as negative to the DER and no further action will be taken. If the test is invalid without a medical explanation, a retest will be conducted under direct observation.

Any covered employee who questions the results of a required drug test performed under this policy may request that the split specimen be tested. The employee's request for a split specimen test must be made to the MRO within 72 hours of notice of the original specimen verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts beyond the control of the employee.

The original collected urine specimen is split into 2 specimens (primary specimen and split specimen) prior to testing, expressly for this purpose. The split specimen test must be conducted

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at a second DHHS-certified laboratory with no affiliation with the laboratory that analyzed the primary specimen. -The test must be conducted on the split specimen that was provided by the employee at the same time as the primary specimen. -The method of collecting, storing, and testing the split specimen will be consistent with the procedures set forth in 49 CFR Part 40, as amended.

~~Guidance: The municipality should decide who will pay for the cost of the split specimen test and may require the employee to cover these costs. Federal guidance suggests that an employee's inability to fund the cost of the split sample test upfront should not impact the timeline for testing. It also states that employers may recoup the cost of the test. An example of policy language that reflects option is provided below:~~

Any covered employee, who elects to have a split specimen tested, agrees to fully reimburse the municipality for all costs associated with the [split specimen](#) testing. - Reimbursement may be recouped via payroll deduction, or any other mutually agreeable method(s).

~~Whether the municipality adopts this language, or some other reimbursement or cost sharing arrangement, this policy language should be clearly stated here.~~

- If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled and will direct a retest of the employee under direct observation. -The retest must occur as quickly after notification as possible.
- The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. -If the primary specimen tests negative, the split specimen will be discarded. -If the primary specimen tests positive, the split specimen will be retained for testing if so requested by the employee through the MRO. -If the primary specimen is positive, both the primary and split specimens will be retained in frozen storage for one year.

Section 5b: Observed Collections

Consistent with 49 CFR Part 40, collection under direct observation by a person of the same gender with no advance notice will occur in any of the following circumstances:

- The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the municipality that there was not an adequate medical explanation for the result;
- The MRO reports to the municipality that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;

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- The test is a return-to-duty test or a follow-up test;
- The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- The temperature of the original specimen was out of range; or
- The original specimen appeared to have been tampered with.

Section 5c: The Alcohol Testing Process

Tests for breath alcohol concentration will be conducted by a trained Breath Alcohol Technician (BAT) using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT).

If the initial test results indicate that alcohol is present, a confirmatory test will be conducted at least fifteen minutes after the completion of the initial test and will be performed by a trained BAT using a NHTSA-approved EBT. -The EBT will identify each test with a unique sequential identification number. -This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the testing, all results, and to attribute the test to the correct employee.

The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. -The procedure will be followed as prescribed to protect the employee, to maintain the integrity of the alcohol testing procedures and ensure the validity of the test result. -An employee who has a confirmed alcohol concentration of 0.04% or higher will be considered to have a positive alcohol test and will be in violation of this policy. -The consequences of a positive alcohol test are described in

Section 6: Consequences of a Positive Test.

An employee undergoing alcohol testing who does not provide a sufficient amount of breath to permit a valid breath test will be directed to obtain an evaluation within 5 days, from a licensed physician who has expertise in the medical condition raised by the employee's failure to provide a sufficient specimen. -The results of this evaluation will be reviewed by the MRO to determine the result of the test.

Even though an employee who has a confirmed alcohol concentration of 0.02% to 0.039% is not considered to have had a positive test, the employee shall still be removed from safety-sensitive duties for twenty-four hours.

~~Subsequent to~~After the required 24-hour removal, the employee will:

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- ~~Meet with [list representatives appropriate for your municipality here e.g. selectboard member, HR Mgr, DPW director, Road Foreman, etc.] Meet with [] to review the need to avoid alcohol use from any source during or proceeding work hours.~~
- ~~If the employee has an alcohol test result of 0.02% to \leq 0.039% two or more times within a six-month period, the employee will again meet with a municipal representative from the list above to review the need to avoid alcohol use. -The employee will be provided with contact and related information for the EAP program (currently Invest EAP). There is no requirement that the employee access those services.~~

~~**Guidance: The above bullets are a recommended risk management practice, as they attempt to educate the employee and provide a conduit for substance abuse assistance.**~~

An alcohol concentration of less than 0.02% will be considered a negative test.

The municipality affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. -If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. -Minor inconsistencies or procedural flaws that do not affect the test result will not result in a cancelled test.

Section 5d: Pre-employment Testing

~~**Guidance: There are some circumstances in which an employer is not required to administer a controlled substances pre-employment test. See 49 CFR Part 40. However, given the complexity of assuring the compliance with those conditions and the fact that PACIF will cover the cost of pre-employment drug testing, we strongly encourage the adoption of a policy that requires pre-employment drug testing for all new hires.**~~

~~**An employer may conduct, but is not required to conduct pre-employment alcohol testing. If an employer chooses to conduct pre-employment alcohol testing, it must comply with the provisions of 40 CFR 382.301(d) and include applicable policy language here. The model policy proposes that only pre-employment drug testing be performed.**~~

When an individual applies to work for the town in a position that involves the operation of a CMV, or when a municipal employee is under consideration for a position that involves the operation of a CMV, that person will be required to undergo pre-employment urine drug testing. -All offers of employment and offers for transfer for covered positions shall be conditional upon the applicant passing the drug test. -Pre-employment testing must be completed prior to the individual working in the new position.

Pre-employment drug testing will be accomplished by providing advance notice of the test schedule and location to the position applicant. -The length of the advance notice period will be kept as short as is reasonably feasible to coordinate and complete the test.

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If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded. Prior to future consideration for employment performing safety sensitive duties, the municipality must receive evidence from a substance abuse professional that meets with the requirements 49 CFR part 40 as amended, regarding the absence of drug dependency. -A negative pre-employment drug test will also be required.

If a drug test produces a result of negative-dilute, a second specimen collection may be required. The second test will become the test of record even if the second test is also negative-dilute. Any applicant who fails a pre-employment drug test will be provided the results of the test along with the current Invest EAP brochure. -This serves to provide the individual with information about substance abuse treatment opportunities.

~~**Guidance: If you have chosen to require job applicants that have a negative dilute drug test to undergo a second test as outlined in this section 5a, you must add that policy language here.**~~

When an existing employee is being placed, transferred, or promoted into a position that is covered by this policy and that person submits a drug test with a verified positive result, the employee may be subject to disciplinary action as outlined in the municipal personnel policies. -That employee will also be eliminated from consideration for the position which triggered the need for the pre-employment test.

If a pre-employment/pre-transfer test is canceled for any reason, the applicant will be required to take and pass a pre-employment drug test before the individual is placed into a covered CDL position or performs safety sensitive duties.

Section 5e: FMCSA Clearinghouse

Effective January 6, 2020 in accordance with 49 CFR, all drivers shall be subjected to a query of the FMCSA Clearinghouse prior to employment as well as yearly throughout the driver's employment with this company. This is an employer responsibility.

Drivers should also note that the following information will be reported to the Clearinghouse by both the Medical Review Officer, the Consortium/TPA and/or the employer. -Drivers who fail to provide the necessary authorization to complete the initial or annual query will be subject to termination.

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to a drug or alcohol test;
- An employer's report of actual knowledge, as defined at 49 CFR § 382.107;
- On -duty alcohol use pursuant to 49 CFR § 382.205;
- Pre-duty alcohol use pursuant to 49 CFR § 382.207;

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- Alcohol use following an accident pursuant to 49 CFR § 382.209;
- Drug use pursuant to 49 CFR § 382.213;
- SAP's report of the successful completion of the return-to-duty process;
- A negative return-to-duty test; and,
- An employer's report of completion of follow-up testing.

Section 5e5f: Random Testing

All municipal CDL drivers are placed in the VLCT PACIF-sponsored Drug & Alcohol Testing Consortium that is operated by the third-party administrator, Occupational Drug Testing, LLC (ODT). These employees are subject to random, unannounced testing. -There is no discretion on the part of the employer or supervisor in the selection and notification of the individuals who are to be tested. -The selection of employees is made by a scientifically valid method of randomly generating an employee identifier from the pool of covered employees.

The dates for administering unannounced testing are randomly selected each quarter, with a minimum percentage of the pool's drivers selected for drug testing, alcohol testing, or both as required by Federal regulations and updated each calendar year.

Random drug tests can be conducted at any time during an employee's shift. - Random alcohol tests can be performed just before, during, or just after the performance of a safety-sensitive duty. Employees are required to proceed immediately to the collection site or make themselves immediately available to collectors when they notified that they have been selected for testing.

Section 5f5g: Reasonable Suspicion Testing

All covered employees will be subject to a reasonable suspicion drug and/or alcohol test when there is a reasonable suspicion to believe that drug or alcohol use is occurring, has recently occurred, or that the person is under the influence of drugs or alcohol. -"Reasonable suspicion" shall mean that there is objective evidence, based upon specific, contemporaneous, describable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse.

Reasonable suspicion drug test referrals will only be made by a supervisor or other designated individual with employee monitoring and assignment responsibilities who has received "reasonable suspicion training" in accordance with FMCSA regulations. -The training ensures that supervisors or other designated employees with similar responsibilities have the skills and knowledge to objectively detect the signs and symptoms of drug and alcohol use in employees covered by this policy.

~~Guidance: Municipalities should contact their PACIF loss control consultant if reasonable suspicion training is needed for select employees.~~

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A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. -A reasonable suspicion drug test can be performed any time the covered employee is on duty.

~~The [Name of Municipality] Pomfret~~ shall be responsible for transporting the employee who will be tested to a suitable testing site identified by ODT. Transport shall include travel to and from the location and to the individual's residence, as they should not be permitted to work when they may be under the influence of a drug or alcohol.

Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. -An employee who refuses an instruction to submit to a reasonable suspicion drug/alcohol test shall not be permitted to finish his or her shift and will be subject to other employment consequences. Failure to submit to a reasonable suspicion test is prohibited conduct (test refusal), the consequences of which are outlined in Section 6: ~~Consequences of a Positive Test.~~

A written record of the observations that led to a reasonable suspicion drug/alcohol test shall be prepared and signed by the supervisory individual making the observation. -This record shall be prepared prior to the release of the test results. -This written record shall be submitted to ~~[title of person who retains HR-related records].~~ [redacted].

~~**Guidance: Because it may be used to support termination and compliance with FMCSA regulations, this record should go to the individual(s) responsible for human resource matters. This document should also be retained in both the personnel folder and the driver qualification file. A Reasonable Suspicion Testing Checklist is an excellent way to document the suspicion element. PACIF has provided one for member use in the guidance section of the CMV Operations Manual.**~~

Section 5g5h: Post Accident Testing

All covered employees will be required to undergo post-accident urine and breath testing if they are involved in an accident with a CMV that meets the criteria outlined in the following chart:

If the accident involved any of the following:	Qualifying event: Was a citation issued to the CMV driver?	Must test be performed by employer?
Human fatality	YES	YES

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Human fatality	NO	YES
Bodily injury with immediate medical treatment away from the scene.	YES	YES
Bodily injury with immediate medical treatment away from the scene.	NO	NO
Disabling damage to any motor vehicle requiring tow away.	YES	YES
Disabling damage to any motor vehicle requiring tow away.	NO	NO

All post-accident drug and alcohol testing should be completed within 2 hours of the accident.

If an alcohol test required by this section is not administered within two hours following the accident, the municipality will document and maintain a record stating the reason(s) why the test was not promptly administered. If an alcohol test required by this section is not administered within eight hours following the accident, the municipality will cease attempts to administer an alcohol test and will document the conditions that led to the time delay and failure to test.

If a drug test required by this section is not administered within 32 hours following the accident, the municipality will cease attempts to administer a controlled substances test and will document and maintain a record stating the reasons the test was not given within the required timeframe.

Section 6: Consequences of a Positive Test

The medical review officer will report positive test results to the DER only after the verifying the test results as outlined in 49 CFR, Part 40 as amended. When the DER is notified of this positive test result, the employee will be immediately suspended from operating CMVs and other safety-sensitive duties for the municipality and will be referred to a Substance Abuse Professional (SAP) for substance abuse assessment and/or treatment.

On the day that the positive test results are received, the employee will be suspended from all duties with pay. ~~Subsequent to~~ **for at least of 72 hours.** After that, the employee may be suspended without pay. - The employee's length of suspension will run the period of time in which it takes the individual to satisfactorily complete the treatment (as confirmed by the treating SAP), and last for up to 3 months from the date the positive test result was received. -After that period, if the employee has not successfully completed treatment, the employee may be terminated.

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~~[Guidance: The employer may choose to allow the employee who had a positive test to perform non-safety-sensitive duties. The decision to use the employee in this manner or suspend the employee from all duties as outlined above, is a policy decision and should be clarified in this section.]~~

~~Initial suspension with pay is implemented to allow the municipality time to consult with PACIF or an employment attorney to ensure that the employment decision that is made is legally sound. PACIF members are encouraged to contact PACIF to obtain a no-cost referral to one of our participating employment practice attorneys. Since employees have 72 hours in which to request testing of the split sample (which could prove the positive test result incorrect), it is advisable to suspend the employee with pay for at least this timeframe.~~

~~The decision whether to terminate employment at the end of the 3-month period (if the employee has not completed treatment) should be made after consultation with an attorney and with reference to any labor agreements that are in place.~~

Any employee who has an initial positive test and has the split sample tested and obtains a negative result will immediately be permitted to return to their normal job duties.

An employee who provides written documentation from an SAP that substance abuse treatment has been satisfactorily completed within the 3-month suspension period must fulfill all return to duty testing requirements in Section 7: Return to Duty Testing prior to performing any safety-sensitive duties. Follow-up testing will also be required as directed by the SAP.

An employee who has a second positive test after completing return to duty testing may be terminated.

~~Guidance: Payment for substance abuse evaluations and services is left for employers and employees to decide and may be governed by existing management labor agreements and/or health care benefits. Your municipal policy should state who is responsible for the costs of treatment, as well as the costs of return to duty and follow-up testing. This policy with regard to the costs of testing may be similar or identical to the split specimen testing reimbursement policy in Section 5a, if not otherwise specified in existing labor agreements.~~

Section 7: Return to Duty Testing

~~Guidance: As outlined in Section 6: Consequences of a Positive Test, an employee with a positive test must undergo and complete treatment with a SAP, prior to returning to safety-sensitive duties. This individual must also undergo return to duty testing required by the SAP and receive a negative result, before returning to safety sensitive duties. While employers do have the option of using this individual to perform non-safety sensitive~~

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~~functions while they are undergoing treatment, they are not obligated to do so. Municipalities may prefer to suspend an employee with a positive test (as outlined in Section 6: Consequences of a Positive Test) and have the employee complete return to duty testing when authorized by the SAP. Note that collective bargaining agreements may affect municipal policy on this issue. The following policy language is recommended:~~

Covered employees having a positive test will not be permitted to return to duty (to safety sensitive functions) until after a substance abuse professional has determined that the employee has successfully complied with prescribed education and/or treatment. The SAP will authorize the return to duty testing only when the employee is known to be drug and alcohol-free and there is no risk to public safety. The SAP will provide written documentation that the treatment has been completed and that the employee may undergo return to duty testing. -The employee will then be allowed to take a return-to-duty test, as directed by the treating SAP.

~~The~~The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before they may return to duty. For an initial positive drug test, a return to duty drug test is required and an alcohol test is allowed. -For an initial positive alcohol test, a return to duty alcohol test is required and a drug test is allowed. -Return to duty testing MUST be performed under direct observation.

Section 8: Follow-Up Testing

After satisfactory completion of return to duty testing, the driver is required to submit to at least 6 follow up tests during the first 12 months after resuming safety sensitive duties. -Follow-up testing may be required for up to 60 months unless the substance abuse professional determines that testing is no longer warranted. -The number and frequency of follow-up tests will follow the written guidance provided by the treating SAP. -All follow-up tests are unannounced and may include testing for drugs and/or alcohol.

Follow-up alcohol testing will be conducted only when the driver is performing or just before performing safety sensitive functions, or just after the driver has ceased performing safety-sensitive functions. -Follow-up testing MUST be performed under direct observation.

Follow-up testing is separate from and in addition to random, post-accident, reasonable suspicion, and return to duty testing.

Section 9: Employee Information

Employees are encouraged to seek information regarding the effects of alcohol and controlled substances and their health, employment, and personal life. -Such information is available at:

~~[Name of municipality] Drug & Alcohol Policy for CMV Operators~~

~~<http://www.samhsa.gov/>~~;

~~[/](#)~~

~~<http://www.fmcsa.dot.gov/rules-regulations/topics/drug/drug.htm>~~

~~<http://www.investeap.org/>~~

~~<http://www.dot.gov/odapc/employee-handbook-english>~~

~~**Guidance: it is suggested that the municipality visit these websites and pre-print some information so that it is readily available to provide to an employee in the event of a request for information. While providing the links to data sources will benefit most individuals, some may not have access to the internet, the ability to print, or skills to obtain the information. Thus, having some printed materials available for these individuals is desirable.**~~

~~*[\[Remainder of page intentionally blank.\]](#)*~~

~~[Name of municipality] Drug & Alcohol Policy for CMV Operators~~

APPENDIX A: Definitions

Accident means an occurrence associated with the operation of a CMV, if as a result:

- An individual dies, or
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident, or,
- One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. -For purposes of this definition, **disabling damage** means damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. -Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include:
 - damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, or
 - tire disablement without other damage even if no spare tire is available, or
 - damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

Adulterated specimen is a specimen that has been altered, as evidenced by test results showing either a substance that is not normally found in that type of specimen or showing an abnormal concentration of a substance that is normally found in that specimen.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device (EBT).

Commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce, to transport passengers, or property if the motor vehicle:

- Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
- Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- Is designed to transport 16 or more passengers, including the driver; or

~~[Name of municipality] Drug & Alcohol Policy for CMV Operators~~

- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

Covered Employee means an employee who performs a safety-sensitive function including an applicant or transferee who will be hired to perform a safety-sensitive function. Employees who operate CMVs are considered to be performing safety-sensitive functions.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) who is responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant bio-medical information.

Negative test result for a drug test means a verified presence of the identified drug or its metabolite below the minimum levels specified in 49 CFR Part 40, as amended. -An alcohol concentration of less than 0.02% BAC is a negative test result.

Negative Dilute is a drug test specimen showing a creatinine level of greater than 5mg/dl and less than 20 mg/dl.

Non-negative test result is a test result found to be adulterated, substituted, invalid, or positive for a drug or drug metabolites. -Non-negative results are considered a positive test or a refusal to test if the MRO cannot determine a legitimate medical explanation for the result or the refusal.

Observed Collection means the donor will provide his or her sample under the direct observation of either a collector or another individual of the same gender. -The donor must raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the observer, by turning around, that he/she does not have a prosthetic device. -After the observer has determined that the donor does not have a prosthetic device, the donor may return his/her clothing to its proper position for observed urination.

Positive test result for a drug test means a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, Section 40.87 as amended. -A positive alcohol test result means a confirmed alcohol concentration of 0.04% BAC or greater. -Any positive test result reported to the DER by the medical review officer is verified by the MRO prior to reporting.

Primary specimen. In drug testing, the primary specimen is the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

~~[Name of municipality] Drug & Alcohol Policy for CMV Operators~~

Prohibited drug means marijuana, cocaine, opiates, amphetamines, phencyclidine, or MDMA (ecstasy) at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Safety-sensitive function includes the timeframe that begins when a driver starts work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Shy Bladder refers to any time a safety-sensitive employee is unable to provide a 45ml. sample of urine in a single void within a three-hour time period.

Split specimen. In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Verified negative test means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established in DOT Rule 49 CFR Part 40 Section 40.87 as revised.

Validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

***[Name of municipality]* Drug & Alcohol Policy for CMV Operators**

~~[Name of municipality] Drug & Alcohol Policy for CMV Operators~~

APPENDIX B: Contacts & Information

DISA (formerly OCCUPATIONAL DRUG TESTING, LLC)

Manchester, NH

800-211-4469

VLCT/PACIF

Risk Management Services

89 Main St. Montpelier, Vermont 05602

802-229-9111

INVEST EAP (SAP services)

108 Cherry Street, Suite 203

Burlington, Vermont 05401

MAIN OFFICE: 888.392.0050

FAX: 802.863-7515

staff@investeap.org

Employee Access to Information

49 CFR part 40 and 49 CFR part 382 must be available upon request to covered employees and representatives of employee organizations. -49 CFR part 40 is accessible ~~on-line~~online at <http://www.dot.gov/ost/dapc>, <http://www.dot.gov/ost/dapc>, by fax on demand at 1-800-225-3784 requesting document 151, by phone at 1-866-512-1800, or by writing to U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance, 400 Seventh Street SW, Room 10403, Washington, D.C. 20590.

***[Name of municipality]* Drug & Alcohol Policy for CMV Operators**

~~[Name of municipality] Drug & Alcohol Policy for CMV Operators~~

APPENDIX C: ~~CMV Drug & Alcohol Testing Policy-Acknowledgement Form~~

~~[Name of Municipality]~~

ACKNOWLEDGEMENT

Drug & Alcohol Policy for CMV Operators **Town of Pomfret, Vermont**

I HEREBY ACKNOWLEDGE that I have received a copy of and read and understand my employer's ~~CMV Drug & Alcohol Testing Policy-~~ **for CMV Operators.** I understand that I must abide by its terms as a condition of employment. - I understand that during my employment I may be required to submit to a controlled substances and/or alcohol test based on U.S. Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) regulations.

_____ I also understand that refusal to submit to a controlled substances or alcohol test is a violation of DOT regulations and the above referenced policy and may result in disciplinary action, including suspension (with or without pay) or termination of employment for gross and willful misconduct. - I further understand the consequences of controlled substances and/or alcohol use as outlined in this policy.

_____ I acknowledge that the provisions of my employer's ~~CDL Drug and~~ **Alcohol Policy for CMV Operators** are part of the terms and conditions of my employment, and that I agree to abide by them.

_____ By signing below, I also acknowledge that I understand the meaning of this form and agree that it will be used to document my understanding of the ~~CDL Drug & Alcohol Testing Policy~~ **for CMV Operators.**

Printed Name of Employee/Applicant: _____

Signature of Employee/Applicant: _____

Employee/Applicant CDL ID # _____

[Name of municipality] Drug & Alcohol Policy for CMV Operators

Date: _____

Witness Signature: _____

Date: _____

Original Acknowledgment of Receipt and Understanding will be kept in the Driver's Qualification File. -Check here - to confirm copy given to employee/applicant.

[Name of municipality] Drug & Alcohol Policy for CMV Operators

APPENDIX D: Drug Cutoff & Testing Limits as per DOT Rule 49 CFR Part 40 Section 40.87

Initial test analyte	Initial test cutoff¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

¹For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

~~[Name of municipality] Drug & Alcohol Policy for CMV Operators~~

²An immunoassay must be calibrated with the target analyte, Δ -9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³*Alternate technology (THCA and Benzoyllecgonine):* When using an alternate technology initial test for the specific target analytes of THCA and Benzoyllecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoyllecgonine).

⁴Methylenedioxyamphetamine (MDMA).

⁵Methylenedioxyamphetamine (MDA).

NOTE: These cutoff limits may be subject to periodic revision by DOT.

[65 FR 79526, Dec. 19, 2000, as amended at 75 FR 49862, Aug. 16, 2010; 77 FR 26473, May 4, 2012; 82 FR 52244, Nov. 13, 2017]



TOWN OF POMFRET, VERMONT

SELECTBOARD

November 29, 2023

VIA ELECTRONIC MAIL

Law Office of Jason R. Crance
65 Dartmouth College Highway
Lyme, New Hampshire 03768
Attention: Jason R. Crance, Esq.
jason@crancelaw.com

Meub Associates, PLC
65 Grove Street
Rutland, Vermont 05701
Attention: Andrew James Snow, Esq.
snow@yourvtlawyer.com

**Re: Request for Clarification
Decision re: Mann Town Highway Access Road Permit Application**

Dear Messrs. Crance and Snow:

Thank you for your email messages dated November 8, 2023 and November 13, 2023, respectively. This letter responds to requests for clarification presented in those messages. Capitalized terms used but not defined herein are defined in that certain Memorandum of Decision dated October 13, 2023 (the "Mann Decision"), with respect to the Application for Town Highway Access Road Permit dated July 17, 2023, by Andrew A. and Kathy J. Mann.

1. Deadline to Complete Work. Section V.A of the Mann Decision provides in part that "Applicant shall use best efforts to complete all work in the highway right-of-way by November 30, 2023."

We understand work in the highway right-of-way has not commenced and therefore is unlikely to be completed by November 30. We also understand the delay in commencement was due in part to representations made to the Superior Court by parties to the ongoing White-Mann Litigation.

For this reason, the Selectboard finds that the failure to complete work by November 30 is not for lack of Applicant's best efforts and that a new deadline of May 31, 2024 is appropriate under the circumstances; *provided* that work in the highway right-of-way shall not commence before April 15, 2024 without prior approval of the Pomfret Road Foreman.

2. Restoration for Safe Use. Section V.A of the Mann Decision also provides that "[i]f despite Applicant's best efforts all work in the highway right-of-way cannot be completed by November 30, 2023, Applicant shall by the same date remove (or cause to be removed) all objects,

fill or obstructions in the highway right-of-way interfering with normal use of the existing traveled way of Dinsmoor Road or maintenance of the highway right-of-way.”

The Selectboard intended this condition to achieve two goals, should the proposed modifications not be completed by November 30: first, to restore that portion of Dinsmore Road within the highway right-of-way to its condition prior to its recent modification (i.e., to its condition in early 2022). And second, to ensure adequate space to remove snow safely from Dinsmoor Road without plowing across or depositing material within the traveled way of Bartlett Brook Road.

The Selectboard expects the requirements of Section V.G of the Mann Decision to be met when the proposed modifications are completed. In the meantime, to promote the safety of the traveling public and protect the existing highway infrastructure, Applicant promptly must alter the existing berm such that it no longer interferes with maintenance of the highway right-of-way and allows snow to be safely removed from the driveway. In all other respects, Dinsmoor Road within the highway right-of-way must be returned to its pre-modification condition until the proposed modifications are complete.

3. Driveway Area Dimensions. The Selectboard understood the proposed modifications to include “a level graded, 20-foot wide by 16-foot deep area in which vehicles may enter onto and exit from Bartlett Brook Road.” See Section I.B of the Mann Decision. Any discrepancy revealed by overlaying the Revised Site Plan onto more precise CAD drawings should be resolved in favor of the Applicable Standards described in Sections III.A and III.B of the Mann Decision.

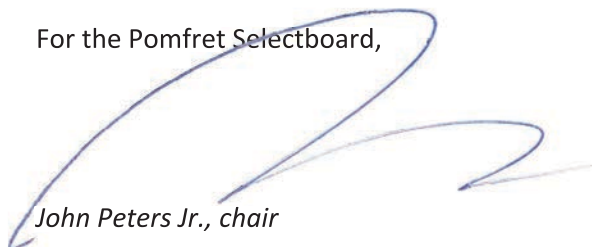
The Selectboard anticipates (but does not require) this will entail shifting the 20-foot wide by 16-foot deep area north to facilitate a 90-degree intersection, more moderate grade and wider turning radius. Enlarging this area up to the dimensions revealed on the CAD drawings also would be acceptable if doing so advances the Applicable Standards.

In either case, the existing culvert at the bottom of Dinsmoor Road and running parallel to Bartlett Brook Road must be extended north as necessary to capture anticipated runoff from the modified driveway. In addition, the New Easement dimensions must encompass the entire portion of Dinsmoor Road (once the proposed modifications are complete) not already included in the Existing Easement.

* * * * *

It is the Selectboard’s intent that the approvals, conditions and limitations provided in the Mann Decision continue in full force and effect, except as the same may have been clarified by this letter.

For the Pomfret Selectboard,



John Peters Jr., chair

Cc: Alison Sander (via email to [REDACTED])
Richard Dalton (via email to [REDACTED])

**TOWN OF POMFRET
Selectboard**

Memorandum of Decision

Property Address: 19 Dinsmoor Road
Pomfret, Vermont
Parcel No.: 3918
Parcel Size: +/- 4.75 acres

Property Owner: Andrew A. and Kathy J. Mann
P.O. Box 20
South Pomfret, Vermont 05067

Applicant: Andrew A. and Kathy J. Mann
P.O. Box 20
South Pomfret, Vermont 05067

This Memorandum of Decision (this “Decision”) is issued by the Selectboard of the Town of Pomfret (the “Selectboard”), in connection with the Application for Town Highway Access Road Permit dated July 17, 2023, by Andrew A. and Kathy J. Mann (“Applicant”) and attached hereto as Exhibit A (the “Mann Application”).

The Mann Application seeks to modify Dinsmoor Road (a private driveway) where it intersects Bartlett Brook Road (Town Highway No. 39), as more particularly described in Section I.B below.

I. Dinsmoor Road and Proposed Modifications

A. Dinsmoor Road

Dinsmoor Road serves three residential parcels: (1) No. 3918 owned and occupied by Applicant, (2) No. 3918-A owned by the Hillary D. White Revocable Trust and occupied by Hillary D. White and Philip Dechert (the “White Parcel”), and (3) No. 3918-B owned by Alison Sander and occupied by a lessee (the “Sander Parcel”).

While the area proposed to be modified by the Mann Application is located on Applicant’s property, the White Parcel and the Sander Parcel benefit from an easement and right-of-way to traverse Applicant’s property at and adjacent to this location (the “Existing Easement”).

Bartlett Brook Road begins at Pomfret Road (Town Highway No. 1) and runs north to the joint intersection of Totman Hill Road (Town Highway No. 38) and Legal Trail No. 3. Totman Hill Road then proceeds southwest to Legal Trail No. 4. In Pomfret, the operation of motor vehicles on

Legal Trails requires a permit that may be issued only under limited circumstances.¹ As a result, nearly all traffic utilizing Dinsmoor Road approaches from and departs to the south, in the direction of Pomfret Road.

The existing traveled way of Dinsmoor Road intersects Bartlett Brook Road at a skew angle requiring most users to make sharp turns when approaching from and departing to the south. Dinsmoor Road is also moderately graded uphill from the town highway. As a result, the driveway can be challenging to navigate, particularly in winter conditions.

B. Proposed Driveway Modifications

The Mann Application proposes to address these challenges by excavating the embankment north of the existing traveled way of Dinsmoor Road to create a level graded, 20-foot wide by 16-foot deep area in which vehicles may enter onto and exit from Bartlett Brook Road. This would result in an approximately 90-degree intersection between Dinsmoor Road and Bartlett Brook Road, versus the skew angle that now exists.

By comparison, the White Application (as defined below) proposes to establish a shared access apron south of the existing traveled way of Dinsmoor Road with the similar goal of improving intersection navigability, albeit without reducing the uphill grade.

II. Procedural History

A. The White Application and White-Mann Litigation

This Decision is made concurrently with a decision on an Application for Town Highway Access Road Permit dated August 7, 2023, by Hillary D. White and Philip Dechert (the “White Application”). Like the Mann Application, the White Application also seeks to modify Dinsmoor Road where it intersects Bartlett Brook Road. Each application has been evaluated on its own merits, but with consideration given to whether one or the other better meets the applicable standards described in Section III below.

Both applicants also are engaged in an ongoing dispute concerning their respective rights in the Existing Easement. The particulars of this dispute are beyond the scope of this Decision, but are subject to pending litigation (the “White-Mann Litigation”) to which the Town of Pomfret has been made a party by Applicant.² The Town’s status as a party to the White-Mann Litigation, and the involuntary means by which it became a party, were not considered by the Selectboard when reaching this Decision.

¹ Town of Pomfret, Ordinance Pertaining to Travel on Trails, adopted August 4, 2004, *available at* https://pomfretvt.us/files/1014/0068/3275/trails_ordinance__policy.pdf.

² See Hillary White et al. v. Andrew Mann et al., No. 23-CV-03473 (Vt. Super. Ct.).

B. The Mann Application

Applicant submitted the Application on July 17, 2023, via hard copy to the Town Clerk, and via email to the Selectboard, Ms. Sander and counsel to Dr. White and Mr. Dechert. The Selectboard conducted a site visit on August 16, 2023.³ On September 10, 2023, Applicant submitted the revised site plan attached hereto as Exhibit B (the “Revised Site Plan”).⁴

A hearing on the Mann Application was held on September 12, 2023, during a special meeting of the Selectboard at which a hearing on the White Application also was held. The events of the Mann Application hearing are more particularly described in Section 5 of the related Selectboard meeting minutes.⁵

The Selectboard closed the Mann Application hearing on September 12, 2023, held non-public deliberative sessions on September 20, 2023 and October 4, 2023, and thereafter reached this Decision.

III. Applicable Standards

A. Pomfret Highway Ordinance

Section 5.3(k) of the Town of Pomfret Highway Ordinance (the “Highway Ordinance”)⁶ requires that the first 20 feet of a driveway entering upon a town highway meet the following standards, unless the same are waived or varied:

- Intersection angle of 90 degrees to the town highway.
- Minimum sight distance in both directions (the required distance being determined by reference to the posted speed limit of the intersecting town highway).
- Sixteen foot minimum width.
- Grading and slope such that water from the driveway does not enter the town highway (it being recommended that the driveway have a grade dropping six inches in ten feet before extending either up or down slope).
- Culverts to be installed if necessary to prevent deterioration of the town highway.

³ The August 16, 2023, site visit was the latest of several visits made by the Selectboard. An earlier site visit was made on November 4, 2022, to review prior driveway modifications proposed by Applicant and the White Parcel occupants that ultimately were not implemented. Selectboard members and the Road Foreman made additional visits at various times during the eighteen months prior to this Decision.

⁴ The Revised Site Plan (and the original plan attached to the Application) is an altered excerpt of the MacKenzie Engineering and Construction plans included with the White Application.

⁵ Town of Pomfret Selectboard, Special Meeting Minutes, September 12, 2023, *available* at https://pomfretvt.us/index.php/download_file/view/2256/265/.

⁶ Town of Pomfret, Highway Ordinance, adopted June 21, 2023, *available* at https://pomfretvt.us/files/4016/8740/6683/Pomfret_Highway_Ordinance_as_adopted_2023-06-21.pdf.

- Vegetation and trees to be removed if necessary to provide for visibility and safety.

B. State Law

Relevant state law at 19 V.S.A. 1111 requires, among other things, that a permit be obtained by anyone wishing to use any part of a highway right-of-way, including to develop, construct, regrade or resurface any driveway, entrance or approach. State law further empowers Vermont municipalities to protect and promote the safety of the traveling public, maintain reasonable levels of service on the existing highway system, and protect the public investment in the existing highway infrastructure.

C. Application of Applicable Standards

Based on the Mann Application, Revised Site Plan and testimony of witnesses, the Selectboard finds that the proposed modifications to Dinsmoor Road meet the applicable standards set forth in the Highway Ordinance. In particular, the proposed modifications would create a 90-degree intersection with Bartlett Brook Road and level grading over the first 20 feet of the driveway. The minimum sight distance and width standards are met as well. The culvert requirement is addressed in Section V below.

The result is a material improvement relative to the existing driveway, which has a moderate grade uphill from the town highway and requires most users to make sharp turns when entering onto and exiting from Dinsmoor Road.

The level grading will reduce runoff entering the town highway and the risk that vehicles will overrun the traveled way of Dinsmoor Road or Bartlett Brook Road, particularly in winter conditions. The 90-degree intersection will improve visual sightlines and reduce potential vehicular conflicts.

By meeting the applicable Highway Ordinance standards, the Selectboard also finds that the proposed modifications adequately protect the interests articulated in 19 V.S.A. 1111(b).

While the Mann Application does not include original engineering or site plans, following multiple site visits, the Selectboard concludes the proposed driveway modifications are feasible and likely to achieve the outcome described by Applicant.

All Town Highway Access Road Permits are subject to final approval once construction is complete. Should the proposed modifications prove infeasible or otherwise not be made as approved herein, final approval will be withheld until corrective action is taken.

IV. Decision

Based on the Mann Application, Revised Site Plan, testimony of witnesses, the findings and conclusions described above, and **subject to the conditions and limitations specified in Section V below**, a permit to construct a residential driveway as depicted in the Revised Site Plan is **approved**.

V. Conditions and Limitations

The decision described in Section IV above is subject to the following conditions and limitations, which shall be binding on Applicant, its successors and assigns:

- A. The proposed modifications to Dinsmoor Road shall be made as soon as practicable, at Applicant's cost, and Applicant shall use best efforts to complete all work in the highway right-of-way by November 30, 2023.

If despite Applicant's best efforts all work in the highway right-of-way cannot be completed by November 30, 2023, Applicant shall by the same date remove (or cause to be removed) all objects, fill or obstructions in the highway right-of-way interfering with normal use of the existing traveled way of Dinsmoor Road or maintenance of the highway right-of-way.

- B. The first 20 feet of the driveway shall conform in all material respects to the materials included in the Mann Application, Revised Site Plan and testimony of witnesses, except as expressly modified herein. Any material change to the foregoing shall require further review and approval by the Selectboard under the regulations applicable at that time.

By way of example and not limitation, the inability to complete the excavation necessary to create a level graded, 20-foot by 16-foot area at the intersection of Dinsmoor Road and Bartlett Brook Road would constitute a material change subject to further review and approval by the Selectboard.

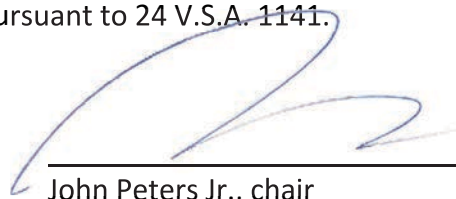
- C. The first 20 feet of the driveway shall conform to the standards set forth in Section 5.3(k) of the Highway Ordinance, except as expressly modified herein.
- D. The standards, restrictions and conditions set forth in the form of Application for Town Highway Right-of-Way Crossing Permit adopted July 6, 2022, and attached hereto as Exhibit C shall apply to all work performed in the highway right-of-way, including but not limited to rebuilding, repairing, restoring and making good all injuries or damage to any portion of the right-of-way caused by the permitted work.
- E. The proposed excavation shall be completed in accordance with applicable standards contained in Section 203 of the VTrans Standard Specifications for Construction, 2024 ed.⁷

⁷ State of Vermont, Agency of Transportation, Standard Specifications for Construction (2024 ed.), available at <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>.

- F. The existing culvert at the bottom of Dinsmoor Road and running parallel to Bartlett Brook Road shall be extended north as necessary to capture anticipated runoff from the modified driveway.
- G. The area south of Dinsmoor Road and within the highway right-of-way shall be restored to a permeable surface sufficient to absorb anticipated runoff from the modified driveway and kept open to allow for placement of snow removed from the driveway.
- H. Applicants shall grant to the record owners of the White Parcel and the Sander Parcel, and to their respective heirs and assigns (collectively, "Grantees"), an easement and right-of-way (the "New Easement") on terms no less favorable to Grantees as are granted in that certain Quit Claim Deed dated June 12, 1987, by and between Applicant, as grantor, and Hillary W. Dechert and Philip Dechert, Jr., as grantees, recorded June 12, 1987, in Book 36 Pages 137-139 of the Pomfret Land Records, and attached hereto as Exhibit D. The New Easement shall include all of the lands and premises within the red circles depicted on the Revised Site Plan (to the extent the same are not already included in the Existing Easement), shall not purport to extinguish any prior easements or rights-of-way of record, and shall be prepared at Applicant's sole cost and expense.
- I. Neither this Decision nor the permit approved herein shall be construed as a conveyance by the town of any interest in the town highway right-of-way, or a waiver or relinquishment of its authority therein and thereover, and the town shall continue to own, operate, control and maintain the town highway right-of-way consistent with its current practice and applicable federal, state and local laws, whether or not the same have been expressly referenced herein.
- J. This Decision applies only to the subject matter contained herein. The conformity of any other structures, uses, or activities with the Highway Ordinance or any other applicable federal, state and local laws was not considered and is not addressed in this Decision. Any prior decision of the Selectboard or other agent or tribunal of the town affecting the subject location shall continue in full force and effect, except as otherwise provided herein.

[Remainder of page intentionally blank. Signature page follows.]

This Decision approved at Pomfret, Vermont, this 13th day of October, 2023, and signed by the chair of the Pomfret Selectboard on its behalf pursuant to 24 V.S.A. 1141.

A handwritten signature in blue ink, appearing to be 'John Peters Jr.', is written over a solid black horizontal line.

John Peters Jr., chair
Pomfret Selectboard

Selectboard members John Peters Jr., Benjamin Brickner, Steve Chamberlin, Meg Emmons and Emily Grube voted in the affirmative.

NOTICE: This Decision may be reviewed in the manner provided by law pursuant to Rule 75 of the Vermont Rules of Civil Procedure.

EXHIBIT A

Mann Application

Attached.

TOWN OF POMFRET

APPLICATION FOR TOWN HIGHWAY ACCESS ROAD PERMIT
(Application fee of \$100 payable to Town of Pomfret)

Access Road Type (check one): Private Drive* Agricultural Forestry

Applicant Name: Andrew & Kathy Mann Phone: [REDACTED] Email: [REDACTED]

Applicant Mailing Address: PO Box 20 State: S.Pomfret Zip: 05067

(Complete only if Applicant is not the Landowner)

Landowner Name: _____ Phone: _____ Email: _____

Landowner Mailing Address: _____ State: _____ Zip: _____

The undersigned Applicant requests permission to develop, construct, or change the grade of the access road type indicated above.

Access Road Location: on the East side (cardinal direction) of Bartlett Brook Road (town highway name)
at approximately 5300' (feet) from the intersection of Pomfret Road (nearest town highway intersection).

Please provide a brief description of the work to be done: Widen existing drive on the north side in order to acquire a Driveway Access Permit conforming to existing specifications re width, 90 degree intersection, 1' slope away from town road for first 20' in order to improve driveway safety.

See attached sketch.

Width of driveway will be between 17' and 19'. Driveway will enter town road at 90 degrees and pitch away from town road 1' over the first 20' from the town road. See green rectangle on sketch.

The remainder of the existing driveway will be available for plowed snow and sand.

Site distances are at least 155' in both directions. Sand pile will be moved during construction.

Culvert at bottom of driveway will be extended as necessary.

(PROVIDE DETAILED SKETCH OF ACCESS LOCATION AND LAYOUT ABOVE)

The following conditions, standards and restrictions shall apply to the first 20 feet of a newly developed, constructed, or grade changed access road (measured from the edge of the traveled way) unless waived herein:

General Conditions

1. *Application Fee.* A \$100 non-refundable application fee shall be submitted before an application will be considered.
2. *Site Visit.* The Selectboard and Road Commissioner shall make a site visit prior to approving a permit.
3. *Final Site Inspection.* Upon completion of work, the Applicant or its agent shall notify the Town within ten days to arrange a final site inspection.
4. *Noncompliance.* Any work deemed not in compliance with the permit shall be corrected and reinspected for approval.
5. *Final Approval.* Work shall be approved by the Selectboard or its designee before any use of the access may be started.

* Each residence is limited to one driveway access.

Design Standards¹

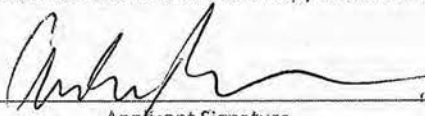
1. **Intersection Angle.** Access roads shall be constructed at a 90 degree angle to the town highway.
2. **Minimum Sight Distance.** Sight distances shall be at least as shown in the table below in both directions when viewed from a height of eye of 2.0 feet on the roadway to a height of eye of 3.5 feet on the drive at a point 15 feet back from edge of the traveled way (when entering upon paved portions of town highways) or 10 feet back from edge of the traveled way (when entering upon any other portion of a town highway). The "posted speed" shall be deemed to be 45 mph (when entering upon an unposted Class 2 highway) or 25 mph (when entering upon any other unposted highway).

Minimum Sight Distance

Posted Speed (mph)	Minimum Sight Distance (feet)
25	155
30	200
35	250
40	305
45	360

3. **Access Road Width.** Access roads shall be 16 feet wide and graded and sloped such that water from the access road does not enter the Town highway. It is recommended that the driveway or access road have a grade dropping six inches in 10 feet before extending either up or down slope.
4. **Culverts.** Culverts shall be installed if deemed necessary by the Selectboard or its designee and shall conform to standards described in Section 5.3(h) of the Pomfret Highway Ordinance.
5. **Vegetation.** Vegetation and trees shall be removed as necessary to provide for visibility and safety.

The undersigned Applicant agrees to adhere to the conditions, standards and restrictions forming a part of this permit, and understands that this permit, if issued, will be issued in accordance with 19 V.S.A. 1111 and the Pomfret Highway Ordinance and may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake development, construction, or changing the grade of the access road within one year of the date of approval. If Applicant is not the Landowner, Applicant has provided the Landowner with a copy of this completed Application and obtained the Landowner's signature below.

 Applicant Signature	Andrew Mann Applicant Printed Name	2023-07-17 Date
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(Complete only if Applicant is not the Landowner)

The undersigned Landowner acknowledges they have received a copy of this completed Application.

Landowner Signature	Landowner Printed Name	Date
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[Remainder of page intentionally blank. Application form continues on next page.]

¹ Any of the standards listed herein may be waived or varied upon the Applicant's request and following consideration by the Selectboard and Road Commissioner of public and private interests, topography, adequacy of highway design, ease of snow removal, drainage, and maintenance of safe conditions in all seasons for the traveling public.

OFFICIAL USE ONLY

Application fee of \$100 received on _____, 20____ by _____.

Culvert Required (*min. 18-inch diameter*)? Yes No

Additional conditions, standards and restrictions; waivers of design standards (if any):

PERMIT APPROVED this _____ day of _____, 20____.

Road Commissioner

Selectboard Chair

FINAL APPROVAL. The work described in this permit has been constructed in accordance with the above conditions, standards and restrictions and is acceptable under State and local regulations.

Road Commissioner

Selectboard Chair

Date

Form adopted by the Pomfret Selectboard June 21, 2023. Supersedes all prior dated forms.

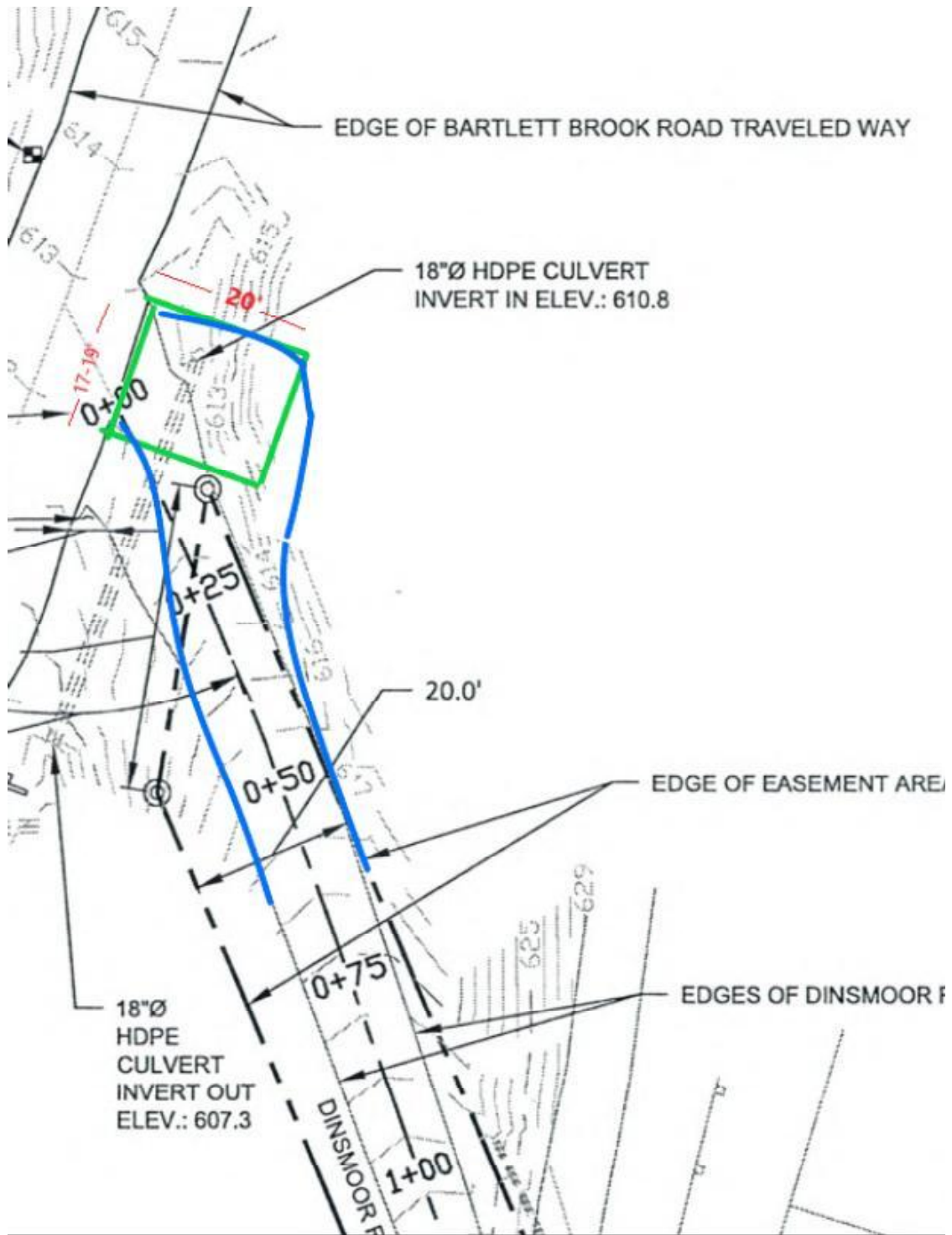


EXHIBIT B

Revised Site Plan

Attached.

XUND
113.21

EDGE OF BARTLETT BROOK RD

18"Ø HDPE CULVERT
INVERT IN ELEV.: 610.8

0+00

0+25

0+50

0+75

1+00

1+19

37.1'

20.0'

18"Ø
HDPE
CULVERT
INVERT OUT
ELEV.: 607.3

EDGE

E

LANDS OF
MANN

DIVANOR ROAD

SEE PLANS AS PREPARED BY
ROCKWOOD SURVEYS OF HARTLAND, VT
FOR ALL PROPERTY BOUNDARY
AND EASEMENT INFORMATION

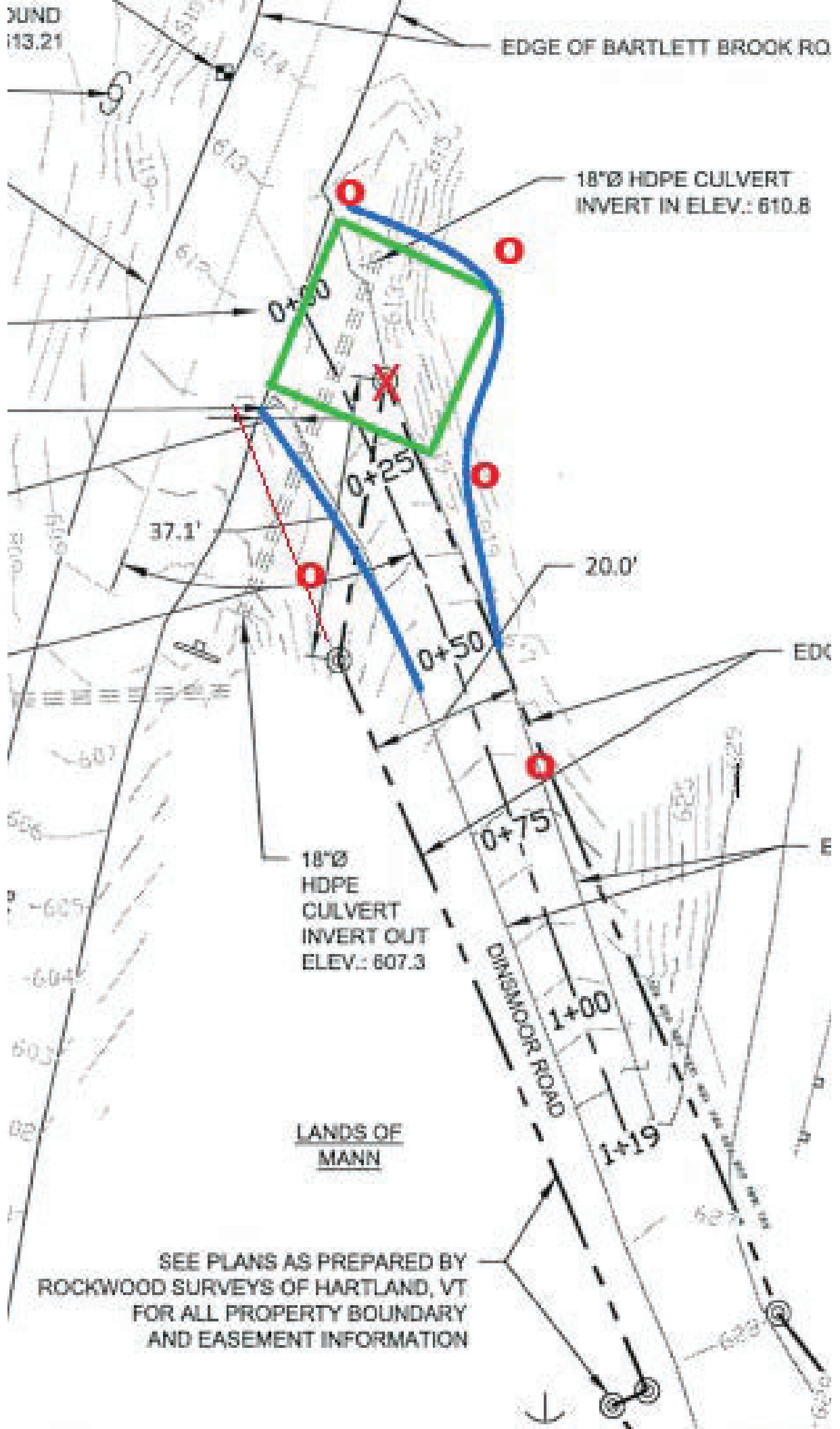


EXHIBIT C

Form of Application for Town
Highway Right-of-Way Crossing Permit

Attached.

TOWN OF POMFRET

APPLICATION FOR TOWN HIGHWAY RIGHT-OF-WAY CROSSING PERMIT

(Application fee of \$100 payable to Town of Pomfret)

Landowner Name: _____ Phone: _____ Email: _____

Street Address: _____ State: _____ Zip: _____

The undersigned requests permission to cross over / under (circle one) the right-of-way of _____ (road name)

at _____ (describe precise location)

for the purpose of _____ (describe specific purpose).

The crossing will be approximately _____ (feet) from the intersection of _____ (nearest intersection).

(PROVIDE DETAILED SKETCH OF CROSSING LOCATION ABOVE)

The following standards, restrictions and conditions shall apply to all crossings of a town right-of-way unless waived in writing:

1. Applicant shall contact Dig Safe at 811 at least 48 hours before, but not more than 30 days before, starting excavation activities at any location.
2. All work in the right-of-way shall be performed during daylight hours and shall cease on weekends, holidays, during severe weather events, and between December 1 and April 15, maintenance and emergency repairs excepted.
3. Applicant shall be responsible for all damages to persons, public or private utilities and property resulting from any work done under this permit, even if the Applicant's contractor performs the work.
4. Applicant must comply with all federal and state statutes or regulations and all local ordinances controlling occupancy of public highways. In the event of a conflict, the more restrictive provision shall apply.
5. All excavation and backfilling shall be done under the supervision and to the specification of the town's designated agent.
6. Applicant shall erect and maintain barriers needed to protect the traveling public. The barriers shall be properly lighted at night and must be MUTCD (Manual on Uniform Traffic Control Devices) compliant.
7. Applicant shall do no work nor place any structures or obstacles in the right-of-way, except as authorized by this permit.
8. Applicant shall be responsible to rebuild, repair, restore and make good all injuries or damage to any portion of the right-of-way caused by the permitted work, for a minimum of eighteen (18) months after final inspection by the Town.

EXHIBIT D

1987 Quit Claim Deed
(Pomfret Land Records Book 36 Pages 137-139)

Attached.

Know all Men by these Presents

That We, Andrew A. Mann and Kathy Jean Mann

of Pomfret in the County of Windsor
and State of Vermont Grantors, in the consideration of
One dollar and Other Good and Valuable Consideration Dollars
paid to our full satisfaction by
Philip Dechert, Jr. and Hillary W. Dechert

of Pomfret in the County of Windsor
and State of Vermont Grantee s, have REMISED, RELEASED,
AND FOREVER QUITCLAIMED unto the said
Philip Dechert, Jr. and Hillary W. Dechert, and their

all right and title which heirs or assigns,
we the said Andrew A. Mann and Kathy Jean Mann

easement and right-of-way or our heirs have in, and to a
certain ~~piece of land~~ in Pomfret in the
County of Windsor and State of Vermont, described as
follows, viz:

- Being an easement and right of way in common with grantors, their heirs and assigns, for ingress and egress to the land and premises of grantees, across land and premises conveyed to the grantors by the following deeds:
1. Warranty deed of Raymond L. Collamore and Alice G. Collamore dated November 26, 1984 and recorded in Book 34 at Page 281 of the Town of Pomfret Land Records, and
 2. Warranty deed of Kurt A. Vreeland and Patricia A. Vreeland dated November 12, 1984 and recorded in Book 34 at page 282 of the Town of Pomfret Land Records.

The location of this right of way is shown on a plan prepared by Bruno Associates, Inc. P.C. entitled "Proposed Right-of-way across lands of Andrew and Kathy Mann in Pomfret, Vermont" dated December 1986, scale 1" = 40', and is described thereon as follows:

Commencing at a 5/8" rebar set in the ground near the intersection of Town Highway #39 and an existing drive, and running S 22 degrees 10' E 132.4' to a rebar set in the ground; thence proceeding S 36 degrees 12' E 67.8' to a rebar set in the ground; thence turning an angle to the left and proceeding N 58 degrees 43' E 10.0' to a point; thence turning an angle to the right and proceeding S 28 degrees 37' E 246.4' to a 1/2" iron pipe; thence turning an angle to the right and proceeding N 86 degrees 27' W 41.3' to a point; thence turning an angle to the right and proceeding N 28 degrees 37' W 223.0' to a point; thence proceeding N 36 degrees 12' W 68.2' to a point; thence turning an angle to the right and proceeding N 67 degrees 50' E 5.0' to a point; thence turning an angle to the left and proceeding N 22 degrees 10' W 103.6' to a point; thence turning an angle to the right and proceeding N 10 degrees 27' E 37.1' to a 5/8" rebar, being the point and place of beginning.

Also conveyed herein is an easement in common with Grantors, their heirs and assigns, for electric and telephone utility purposes, to be established and located identically to the utility easement being conveyed by instrument of these grantors dated December 12, 1986 to Central Vermont Public Service Corporation and New England Telephone and Telegraph Company.

continued...

Both grantors and grantees intend by delivery and acceptance of this deed to extinguish all other and prior easements and rights-of-way of record and in fact which may cross the grantors' land for the benefit of grantees' land, including, without limitation, those rights-of-way created by deeds of Ehrick J. Wood and Blanche R. Wood to William H. Maynes and Shannon H. Maynes dated July 8, 1966 and recorded in Book 29 at page 225 of the Town of Pomfret Land Records, and dated September 24, 1965 and recorded in Book 29 at page 110 of the Town of Pomfret Land Records.

The rights and interests conveyed herein are subject to rights of mortgages under now existing mortgages.

Grantees, their heirs and assigns, shall notify grantors in advance of any cutting of trees within the herein conveyed easement area, except in case of emergency.

Grantees, for themselves and their heirs and assigns, waive any claim for contribution in the event that grantors or their family members wish to connect to the utility lines established within this easement. Grantors reserve that right to connect to said utility lines for themselves and their family members, but not for other assigns.

Reference may be had to the above-mentioned deeds and plan and to all prior deeds in the Town of Pomfret Land Records for a more particular description of the rights herein conveyed.

Grantees, their heirs and assigns, are further conveyed a reasonable right if necessary, to repair and maintain their driveway, and for such specific purpose may exceed the bounds of the herein-conveyed easement only with Grantor's permission, such permission, not to be unreasonably withheld. It is specifically agreed and understood between the parties hereto, their heirs and assigns and successors, that such right shall be limited to the necessity of repair in the event of washout, substantial deterioration and the like, necessitating substantial repairs or reinstallation of the subject driveway. If this right is exercised, Grantees, their heirs and assigns shall repair at their expense any damage thereby caused to Grantor's premises, and shall restore Grantor's premises to as near its original condition as possible.

continued....

TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said Philip Dechert, Jr. and Hillary W. Dechert, and their

heirs and assigns forever.

AND FURTHERMORE we the said Andrew A. Mann and Kathy Jean Mann

do for ourselves and our heirs, executors and administrators, covenant with the said Philip Dechert, Jr. and Hillary W. Dechert, and their

heirs and assigns, that from and after the ensembling of these presents the said

Andrew A. Mann and Kathy Jean Mann

will have and claim no right, in, or to the said quit-claimed premises. except as set forth herein

IN WITNESS WHEREOF, we hereunto set our hand and seal this day of A.D. 19

In Presence of

Muriel Norman witness to AAM & KJM

Hiedi S. Kenison witness to AAM & KJM

Noema Martin witness to PD & HWD

Noema Martin witness to PD & HWD

Andrew A. Mann L.S.

Kathy Jean Mann L.S.

Philip Dechert, Jr. L.S.

Hillary W. Dechert by Philip Dechert, Jr. her attorney in fact L.S.

STATE OF VERMONT, Windsor County

ss. At 12th day of June A. D. 1987 this

Andrew A. Mann and Kathy Jean Mann

personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me Muriel Norman Notary Public (Title)

STATE OF VERMONT WINDSOR COUNTY, SS At Bridgewater this 10 day of June 1987 PHILIP DECHERT, JR. and HILLARY W. DECHERT personally appeared, and they acknowledged this instrument by them sealed and subscribed, to be their free act and deed.

Before me Noema Martin Town Clerk Notary Public

Pomfret Town Clerk's Office: Received for record on June 12, A.D. 1987 at 12:40 P.M. A true copy. Attest: Hazel B. Harrington Town Clerk

Vermont Property Transfer Tax 32 V.S.A. Chap. 231 ACKNOWLEDGMENT Return Rec'd. Tax Paid. Board of Health Cert. Rec'd. Vt. Land Use & Development Plans Act Cert. Rec'd. Return No. 9782902 Signed Hazel Harrington, Clerk Date June 12, 1987

Town of Pomfret Selectboard
DRAFT Meeting Minutes
November 20, 2024

Present: Benjamin Brickner, John Peters, Steve Chamberlin, Meg Emmons, Emily Grube

Public: Frank Rogers, Cynthia Hewitt, Cathy Peters, Cathy Emmons

1. Ben called the meeting to order at 6:00 pm.
2. Executive Session
 - a. Ben moved and Steve seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(A) to discuss confidential attorney-client communications, the premature general public knowledge of which would clearly place the Selectboard and/or another involved at a substantial disadvantage, and pursuant to 1 V.S.A. 313(a)(3) to discuss the employment of public employees and the appointment of public officials. Unanimous. The Selectboard entered executive session at 6:01 pm.
 - b. The Selectboard exited executive session at 7:00 pm, with no decisions having been made therein.
3. Agenda Review – Emily moved and Meg seconded that a discussion of anonymous donations received to support the Town Hall be added immediately before Item 6L (Warrants). Unanimous.
4. Public Comment – None.
5. Road Crew Report – Frank is doing well in his first month as road foreman. The trucks are all ready for winter and the snow fence is up. A new road crew member started work last Monday and is doing well so far as well.
6. Items for Discussion or Vote
 - a. Employment of Public Employees – Ben moved and Meg seconded that an offer be made to “Person C”^[1] for employment as a road crew member, on a full-time basis, with other terms and benefits as per the town’s personnel policy. Unanimous. Frank will notify Person C of the employment offer. The Selectboard will consider on a case-by-case basis allowing employees to borrow a modest number of vacation days that have yet to accrue in order to facilitate employees’ vacation plans.
 - b. FY 2026 Budget Discussion – Input was received from the FAST Squad and added to the town account budget. The highway account budget was reviewed on a line-by-line basis. Some items remain TBD pending receipt of year-end information. Discussion to be continued on December 4.
 - c. 2024 Annual Report Deliverables – Emily has drafted the Selectboard Report (to be reviewed on December 4). Frank will update the town highway equipment list. The officer list is nearly complete; Ben will confirm various boards’ chairpersons. The FY 2026 Budget Narrative and 2025 Annual Town Meeting Warning will follow.
 - d. Cintas Uniforms Contract – John communicated with Cintas regarding the current contract. Frank suggested prices be compared with Foley. Frank will ask the crew for their uniforms preference and report back to the Selectboard. Discussion to be continued on December 4.

^[1] **Editor’s Note:** On advice from the Vermont League of Cities & Towns, to protect Person C’s current employment the name of “Person C” is being withheld unless and until the offered employment has been accepted.

- e. Town Health Benefits Provider – Ben will prepare a table comparing BCBS and MVP on various plan elements. Unless that comparison breaks decisively in MVP’s favor, the Selectboard is likely to remain with BCBS in 2025, despite the large premium increase. Discussion to be continued on December 4.
 - f. Personnel Policy Updates and Advice – Emily moved and Meg seconded the Selectboard ratify the engagement of Dinse P.C. for advice related to employee benefits. This was initiated as an Employment Practice Liability (EPL) referral by the Property and Casualty Intermunicipal Fund (PACIF), such that the first several hours of legal time will be paid for my PACIF. Unanimous. Ben will follow up with Maggie Platzer regarding a red flags analysis of the current personnel policy.
 - g. VLCT Drug Testing Policy – Ben circulated a Drug & Alcohol Policy for CMV Operators based on VLCT’s form. Selectboard members will review and consider at the December 4 meeting.
 - h. Town Office Parking Lot Paving – Steve has been playing phone tag with Caleb at Pike; Frank will try reaching Caleb as well for a quote/proposal to complete this work in early 2025.
 - i. Generator Service Contract – The generators were serviced only once this year (on October 30), despite the town prepaying for a twice-a-year service plan. John will inquire about extending the contact term at no additional charge until a second service is performed next spring, at which time a new service provider may be considered.
 - j. Appointment of Public Officials – None.
 - k. Town Hall Survey Results – Meg presented a summary of responses to the Town Hall Revitalization Committee’s survey of residents on how they wished to see the Town be utilized in the future. The Committee received 92 returned surveys and saw good turnout at three in-person community meetings. A wealth of information was received; Hunter Ulf will prepare an updated report including options. Our Municipal Energy Resilience Program (MERP) grant application was not successful, but additional grant opportunities are anticipated next year.
 - l. Anonymous Donations in Support of the Town Hall – Pomfret has received a total of \$40,000 over the last decade from an anonymous donor wishing to support the Town Hall. Ben consulted with VLCT who confirmed these funds should be deposited into the town’s general operating account. Once in the general operating account, the funds can be appropriated at the Selectboard’s direction or deposited into a non-trust reserve account for a specific purpose. Ben will discuss with Ellen.
 - m. Warrants – John moved and Meg seconded approval for payment of the following warrants:

25042	\$	8,718.03	Payroll
25044		982,834.81	A/P (incl. Sep. and Oct. debit)
25047		5,474.60	A/P

 Unanimous.
 - n. Approval of November 6, 2024 Minutes – Emily moved and Steve seconded approval of the November 6, 2024, meeting minutes as presented. Unanimous.
7. Meeting Wrap Up
- a. Correspondence – Mike Doten reported that the Cloudland Road foliage traffic pattern changes were largely successful again this year; the Selectboard received notice of a new highway access on Cherry Hill Road that may require a permit.

- b. Assignments – Meg to speak with Ellen re: accumulated vacation, Medicare supplement, childcare tax credit, Vermont Municipal Employees' Retirement System (VMERS) contribution rate. Ben will prepare a spreadsheet comparing health insurance providers, invite our legislators to a meeting. Cynthia to send first draft of Drug & Alcohol Policy to Ben, and to send a letter regarding the new highway access on Cherry Hill Road. Frank to complete town highway equipment list, contact Caleb at Pike, and query road crew about uniforms preferences.
 - c. Agenda Items for Next meeting – Drug & Alcohol Policy for CMV Operators, 2024 Annual Report Deliverables, Cintas Uniforms Contract, Town Health Benefits Provider, Appointment of Public Officials, FY 2026 Budget Discussion.
8. Executive Session
- a. Ben moved and Meg seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(3) to discuss the employment of public employees. Unanimous. The Selectboard entered executive session at 10:12 pm.
 - b. The Selectboard exited executive session at 10:57 pm, with no decisions having been made therein.
9. Employment of Public Employees – The Selectboard decided not to pursue a personnel policy change at this time to allow employees to receive cash in lieu of participating in the town's health insurance benefit.
10. Adjournment – Emily moved and Meg seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 11:00 pm.