### Select Board Agenda Martin Memorial Hall 5259 Route 5 Monday, November 06, 2017 7:00 P.M. REGULAR MEETING

- 1. Call to Order
- 2. Comments from Select Board and Town Manager
  - Library Groundbreaking Ceremony
  - Interview Volunteers
- 3. Comments from citizens on topics not on agenda
- 4. Review minutes from previous meeting(s) 10/2/2017 and 10/4/2017
- 5. FEMA Pre-Mitigation Discussion
- 6. Fire consultant report discussion
- 7. Parks and Recreation Discussion
- 8. Budget Committee Discussion
- 9. Bottle Fund Request
- 10. Approve Bottle Redemption Proposal
- 11. VLCT Meeting Review
- 12. Fire Commission Report
- 13. Municipal General Roads Storm Water Permit Discussion
- 14. Approve Better Backroads Grant Submission
- 15. Request Transfer from Dry Hydrant Reserve
- 16. Personnel Policy (first reading)
- 17. Executive Session as per 1 V.S.A. § 313 (3)
- 18. Appointments

- a. Budget Committee (Four Openings)
- b. Connecticut River Development Corporation
  - Representative
  - Alternate
- c. Connecticut River Joint Commission
- d. Conservation Commission (One four year term open)
- e. Fence Viewer (One Opening)
- f. Fire Commission (Two Openings)
  - One Year remaining from a Two-Year term
  - Full Two-Year term
- g. Parks and Recreation (Two Openings)
- h. River Connection Regional Partnership Representative
- i. Southeastern Vermont Community Action, Inc. Representative
- j. Southern Windsor County Regional Planning Commissioner
  - Alternate
- k. Southern Windsor County Transportation Advisory Committee
  - Representative
  - Alternate
- 19. Approve Warrant
- 20. Future Agenda Items
  - a. Compensation Plan
  - b. Kate Adams
- 21. Adjourn

Select Board
Martin Memorial Hall
5259 Route 5, Ascutney VT
Wednesday October 4, 2017
7:00 PM
SPECIAL JOINT MEETING
WITH
SELECT BOARD
FIRE COMMISSION
WEST WEATHERSFIELD VOLUNTEER FIRE DEPARTMENT
ASCUTNEY VOLUNTEER FIRE ASSOCIATION

### MINUTES

Select Board Members Present: Daniel Boyer

C. Peter Cole Lynn Esty Amy Beth Main Kelly Murphy

#### **Select Board Members Absent:**

### Ed Morris, Town Manager

#### Others Present:

Cheryl Watson	Jordyn ?	Katie Cooper	Mark Girard
Richard Watson	Mychael Spaulding	Ken Cooper	Derek Gurney
Tracy Dauphin	Josh Dauphin	Josh Compo	Ray Stapleton
Edith Stillson	Darrin Spaulding	Tom Leach	Ernest Shand
Shawn Brown			

### 1. Call to Order

Ms. Murphy called the meeting to order at 7:00PM.

Ms. Murphy opened the meeting by reading the ground rules for conduct of the meeting.

The follow-up meeting will be held on October 25<sup>th</sup> to finish whatever is tabled at this meeting. The contract will be revisited at the November 6<sup>th</sup> Select Board meeting. If no additional information is required, the Board may vote on the contract at that meeting.

Spokespeople for AVFA: Darrin Spaulding, Mark Girard, Katie Cooper Spokespeople for WWVFD: Josh Dauphin, Mychael Spaulding, Mike Barrup

Everyone was able to view AVFA's counter proposal next to Mr. Morris's version on a screen. The review was completed section by section, addressing/comparing each version.

### 2. Fire Agreement Discussion

#### a. Introduction

AVFA requested replacing the words the Department with AVFA throughout the entire contract.

At the outset of the discussion, AVFA was seeking to have its own individual contract, which gave rise to some confusion as to what the goal of the meeting was – to create one contract with only AVFA listed or to create two separate contracts that are different. Mr. Morris said AVFA was seeking to have what has been done in the past – two nearly identical contracts – one for AVFA and one for WWVFD. However, AVFA was also asking to reinstate the jurisdictional boundary. Other than that, the two contracts would just interchange the names.

Mr. Girard said AVFA wanted specific separate contracts because throughout the contract, it states "the department", "the chief". If there were more clarification that says "the departments", "the elected chiefs of the departments", then one contract might be feasible. (He would have to bring it back to the membership to ratify.)

Mr. Dauphin asked if that wasn't already covered in the definitions. Mr. Morris agreed that it was, but said he didn't have a problem with it being "the departments".

Mrs. Esty asked if the contract the Board was going to sign would be the same one that WWVFD was going to sign or would there be two separate contracts. Ms. Murphy said the goal of the discussion tonight was to have a single contract – whether it is a contract with both names in it or one name in each contract - the structure and content of the contract should be one.

Mr. Dauphin asked that if there are two contracts, the only difference between them would be the names of the departments. The Board agreed to that – there would be one contract with clarification of the departments.

#### b. Article I Definitions

### 2.b.i. Section 1.1 Certain Definitions

AVFA requested global change - the Department be replaced with AVFA.

Annual budget: It was agreed by all to add "and ending June 30" of the following year" to the end of the sentence.

Annual Appropriation: AVFA requested adding directly paid to AVFA after the word budget (Discussion of this was delayed until the discussion came to the section on appropriations.)

AVFA: AVFA requested adding AVFA means Ascutney Volunteer Fire Association, a 501(C)(3).

(With one contract, Mr. Morris can put this in for both departments.)

Call: AVFA requested changing the Department to AVFA.

<u>Department</u>: It is unclear what AVFA requested – the definition is shown in purple as being deleted by AVFA.

It was agreed by all that Mr. Morris will add this back in as "Departments" with a better definition and bring it to the next meeting.

Dispatch: AVFA requested changing "Department" to "AVFA".

Emergency Dispatch Services: Same as above

Failure to respond: AVFA requested changing "Department" to "AVFA".

Mr. Morris said he and AVFA had worked on some of the wording for this section. The discussion revolved primarily around what number of personnel constitutes a failure - Mr. Morris's version states" one member", AVFA countered with, "adequate number". Mychael Spaulding objected to adding a specific number (e.g. one engine with at least three firefighters for a structure fire). Ms. Murphy said at least one member must be present or trucks don't move. Mr. Morris said that one member to a medical call maybe adequate, but one member to a structure fire is completely worthless.

Mr. Morris said he thinks it is best to have both departments in one document because then adequate response would be between the two departments – not each department having to provide it. The Town needs adequate response between both departments.

Mr. Dauphin-saw having the example of three firefighters as a housekeeping issue that should be in his department's SOP of how many firefighters would need to go out on a truck. He said he was confused as to why it needed to be in the contract. Ms. Murphy said that at some point the contract has to take into consideration NFPA standards and we're "not even close to having that conversation". She agreed with taking the example out if everyone wanted to go with "adequate number" and both departments are aware of what the standards are and they are aware of their own safety.

Trying to establish what constitutes an adequate response (or the lack thereof) is difficult because it is different for each scene. There is no real definition. However it is prudent for the Town to expect a certain level of response. Mr. Morris said it is a somewhat national

standard and known that if you don't have at least three people on a first response on an engine or on scene initially then you really can't do anything by NFPA or OSHA standards. Mr. Cole suggested referring back to each department's SOGs rather than stating a specific number - "an adequate number as defined in the department's SOGs". Mr. Girard objected because the departments do not have identical SOGs.

Ms. Main said that in its most simple terms, "failure to respond" means no one shows up, regardless of department, regardless of the number of people, and asked if it was necessary to go into such detail in the contract.

Mr. Morris said the words in his proposal were taken directly from the previous contract. It referred to section 2.3b, but he took the wording from 2.3b and moved it into the definition.

Mrs. Esty suggested, "Failure to respond means failure of personnel from the departments to respond to a call".

Mr. Spaulding said that in the case of a structure fire, there will automatically be aid coming in regardless of department. (For example, Claremont sometimes may be the first on scene in a structure fire.)

Mr. Dauphin said that not a single person from a department shows up, there definitely should be some answers as to why. If there is at least one that has knowledge of the Town layout, dry hydrant locations, etc., that should be sufficient. With mutual aid, it wouldn't be like no trucks are coming.

Mr. Morris preferred to use the "failure of at least one member of the departments" language as in the original. Everyone agreed to that.

Mr. Girard asked to return to the definition of "Annual Budget". He said the words "starting July 1st and ending June 30th of the following year" can be deleted because the term "fiscal year" is defined in the contract.

<u>Fiscal Year</u>: AVFA requested adding starting July 1<sup>st</sup> after the word Weathersfield.

Everyone agreed to Fiscal Year means the fiscal year of the Town of Weathersfield. (Remove "July 1st to June 30th of the following year".)

Operating Funds: AVFA requested adding the word "means a" and deleting the word Operating.

Routine Preventative Maintenance: AVFA did not request any changes to this definition.

(Beneath the definition was the question, "How will we address responsibility to fix broken equipment??" It was agreed to wait until the discussion on maintenance is concluded to address this.)

Mr. Morris said this term (routine preventative maintenance) means changing oil filters, belts, hoses, wiper blades, etc. He said AVFA changed this a little bit and added some things to the list, but they had been agreed to. This goes down to the maintenance section at the end. If we do not take over all of the maintenance, we need to define what routine maintenance is. Mr. Morris agreed that everything in the list is what constitutes routine maintenance, including tires.

Mr. Barrup said he thought this was taken out when the Town agreed to take on all maintenance of everything used for fire services. Mr. Morris agreed, but said that AVFA was proposing something different.

So with the highlighted section – Mr. Morris said to wait on that, take notes, "but it depends on what happens in the truck maintenance section, because if we take over all maintenance – well this is equipment – are you talking? Trucks – that's what we were referring to, apparatus. If we provide only routine maintenance, what happens if a truck breaks?" Mr. Morris said he would take notes and when the discussion gets to the truck maintenance part of the contract, and we figure out what we are going to do, if this is applicable, then we can come back to it.

<u>Services:</u> AFVA proposed adding the words, ", but to assist upon request the ESP contracted for emergency medical services".

Mr. Girard said this comes from comments regarding AVFA responding to all medical calls. He said AVFA's service is to provide fire protection and basic first-responder emergency services, like car accidents. "But if Golden Cross needs us, we are to respond as part of our services. There have been talks at the Select Board level in years past and in other places, that some calls aren't really necessary."

Mr. Dauphin said, "As far as the contract goes what has been talked about in the past is in the past. There has never been anything set in stone. Our main focus and priority is fire protection - emergency services or EMS calls are to assist Golden Cross." He said he didn't know if it made sense to have the added part in the definition unless the Select Board puts in effect that we do not respond to any medical calls.

Mr. Barrup said a call could come in as a "lift-assist", "but there have been times when we have gone to places for a "lift-assist" and do CPR and the people don't make it, so if we

don't go to a certain call and somebody dies, we aren't going to be held responsible but we're going to look really bad." He said they need to go to medical calls.

Mr. Boyer said they need to have a higher level of training to be able to do the assist in anything other than basic first aid. Mr. Barrup said if they go any higher they will be a rescue squad. Right now they are covered under the Good Samaritan Law to do more than an actual first-responder can (CPR, AED, etc.)

Mr. Morris said his version is the same as the previous contract. He said, "It's good to protect the departments from the Select Board coming back in the future and telling them they shouldn't be doing that, but the flip-side of that, this (AVFA's version) is saying you will respond to medical calls, which ties back to that failure to respond. If you are able to assist and didn't go, you would be held liable to that through the contract."

Mr. Dauphin said they are doing it now and that's how it has been for the past couple of years. Having it be in the contract is like saying now we're going to do this when we have been doing it and we're probably going to continue doing it, because if we don't get toned to our side of town there will probably be a lot of angry residents about response time.

Ms. Murphy asked if Mr. Dauphin if it was alright to leave the language in the contract as it doesn't change the services they are going to provide.

Mr. Dauphin wanted clarification of what was being requested. Will Golden Cross have to decide which calls they will need help on and request accordingly?

Mr. (Mychael) Spaulding asked why the language couldn't remain as it was.

Ms. Main asked to define "to assist". She said it goes back to the training issue. "If you say you are assisting, what does that mean you are doing – that changes the definition of what's happening right now, potentially. It makes it sort of gray. Leaving it as it is in the previous contract and what has been happening makes more sense."

Mr. Girard said that the Town Manager's version says "excluding medical calls", so if they receive a request to help get a person out that's a medical call. "So by us putting in, unless we are asked to assist, if we're automatically toned that ----. That protects the Town and the taxpayers that they know we're coming. But in the Town Manger's one it says 'excluding medical services'". Ms. Murphy pointed out that this is the language in the current contract. Mr. Girard acknowledged that but said he didn't think it protects the taxpayers.

Mr. Dauphin suggested tabling this item and having the attorney review it.

Mr. Morris said to examine how the word "services" is used in context in the contract. He said this is not defining the services the departments will provide, but rather how it is used in the contract. "So where is services provided, what's it doing – if it's just talking about how you are going to provide fire service, then in the definition it's not saying you can't do emergency medical. It is saying in the contract, the word 'services' does not pertain to medical."

Mr. (Mychael) Spaulding said, "It says basic first response – that's what we do. Anyone who is an EMT or higher goes under Golden Cross – that's exactly what's stated in there. We're not an EMS service. We're a fire department. Anyone who's an EMT goes over to Golden Cross, goes on their insurance and is covered by them. So there's nothing wrong with what's stated there."

It was agreed to table this until the next meeting. Ms. Murphy asked Mr. Morris to work with Mr. Dauphin and Mr. Girard to create an acceptable definition.

Service area: AVFA requested re-establishing service areas for each department.

Mr. Morris's version removes the territorial boundary and states that the service area is the Town of Weathersfield in its entirety. The counter proposal reinstates the territorial boundary as in the original contract.

Mr. Girard said his membership wanted the clarification of who gets toned, who is in command, etc. He said he was okay with taking the boundary out "as long as it refers back to some sort of procedure set up by the Fire Commission with the territories and boundaries stated."

Ms. Murphy said she could foresee an issue with that – the contract could say one thing, each department's SOGs could say something different, and none of it matches. "Whether or not the Fire Commission is the entity, the two fire departments really need to come together and have a conversation and share their SOGs and work on that, regardless of whether or not you have a quorum for a Fire Commission meeting. Chaos will be created if unity can't be achieved." She agreed that the territories should come out, but it will prompt transparency with regard to each department's SOGs, especially when the departments are training and responding together.

Mr. (Mychael) Spaulding, "Your department has the problem with command – that's the big thing. Everyone Fire 1 takes ICS or everyone that goes to —— command system, it doesn't matter what side of Town it is —— it's whoever gets there first, someone's going to establish it (command) no matter if you guys are coming or us — it's just — ICS is national — that's just

standards. I don't know how else to explain that. It's not his SOGs, it's not our SOGs, it's just ICS."

Mr. Morris agreed – first officer on scene establishes command- command is not turned over until that person relinquishes it – "no matter where you're at. That's what ICS teaches us."

Ms. Murphy: "If there are no clear boundaries for service area, then the service area is the Town of Weathersfield."

Mr. Girard: "Yes. The membership was very adamant on having the boundaries set there. But if it referred back to a procedure set up that has boundaries set in there..."

Ms. Murphy: "That the two fire departments are in agreement on?"

Mr. Girard: "Yes. The same boundaries that we had. We can't put them in the contract if there's two separate sets of boundaries."

Ms. Murphy said this would be tabled. She asked Mr. Girard to ask the membership specifically why they need the boundaries in the contract.

Mr. Girard said it is to eliminate any future issues arising between departments. He acknowledged that while ICS should take care of that, it hasn't in the past. "If Darrin shows up for a call first and the departments are ----- and he doesn't turn over command it's going to cause an issue. If Josh shows up to a call first and the two departments are ----- it's going to cause an issue." This is to eliminate any possible issues "down the road."

Mr. Dauphin: "It shouldn't matter who's chief of either department- it shouldn't matter where it is in the Town, the first --- company officer, firefighter, peon, whatever it is arrives on scene – they have command until they release command. If they do not release command, then that is a later discussion at a different point."

Mr. (Mychael) Spaulding said that everyone should conduct themselves in a professional manner if they are following ICS. "As it is now, we meet on scene, turn it over to one another, and we don't want boundary lines on what we have."

Mr. Barrup said he hadn't seen any issues in the last few years.

Ms. Murphy said this was to be tabled. She asked Mr. Girard to provide exact wording for this by the next meeting if his membership was determined to keep the the Town divided.

Station: AVFA requested changing the department to AVFA.

Weathersfield Funds: AVFA requested adding the words paid quarterly to the end of the sentence

(This was addressed in a different section.)

### c. Article II Provision of Services 2.c.i. Section 2.1 Services

AVFA requested changing The Department to AVFA and adding of the Town of before the word Weathersfield.

It was agreed that this should be matched with the definition.

### 2.c.ii. Section 2.2 Obligation to Provide Services

AVFA requested changing The Department to AVFA.

Ultimately no changes were made.

### 2.c.iii. Section 2.3 Provision of Services

AVFA requested changing The Department to AVFA.

(C) AVFA requested changing The Department to AVFA personnel.

### 2.c.iv. Section 2.4 Emergency Dispatch Services

AVFA proposed, "AVFA will remain dispatched by the agency responsible for dispatching Mount Ascutney Repeater Association, unless both contracted ESPs AVFA, WWVFD and Select Board with unanimous majority decision of said entities decide to contract Emergency Dispatch Services elsewhere."

### (A) AVFA requested:

- changing Department to AVFA
- adding The Town of in front of the word Weathersfield
- adding commanding officer of said Dispatch Service. If issues are not resolved to satisfactory then
  appeal to Mount Ascutney Repeater Association, and if satisfaction is still not met bring to
  attention of WWVFD and Select Board for possible action and resolution to the end of the
  first sentence.

Ms. Murphy asked for clarification as to what this means – why is Mt. Ascutney Repeater Association being added in? Mr. Girard said that AVFA had "dumped" \$30,000 into the Association in the early 1990's to have a local dispatch for Windsor, Hartland, West Windsor

and Cornish. Each department had to put in \$30,000 to get a repeater license and set up the dispatch.

Ms. Murphy summarized: "There is a Mt. Ascutney Repeater Association to which AVFA paid \$30,000 to buy equipment and get that repeater association up and running 27 years ago. From that point forward, the Town of Weathersfield is paying about \$2000 a year in dues to that repeater association to help update and keep its capital purchases up to date. That is separate from the dispatch service fee that the Town of Weathersfield pays to Hartford to provide the actual services of dispatching. So we have the equipment from the Mt Ascutney Repeater Association and we have the services provided by Hartford. What this piece was trying to do .... was to say that .... talking about the actual dispatch services — the Town of Weathersfield contracts with Hartford Dispatch to provide those dispatch services. We are paying for the service. If there is a meltdown in that service, it is the Town that is responsible. That doesn't by any means take out the Fire Commission or the fire chiefs working with the Fire Commission, working with the Town Manager, to figure out and identify what those issues are. At the end of the day, it is a contract between the Town of Weathersfield and dispatch services."

Ms. Murphy went on to say that she was having a problem trying to understand how the repeater association got put into that section, when it is the actual service that Hartford is providing in that contract. The Town does not contract with the Mt Ascutney Repeater Association to provide dispatch services.

Josh Compo said he had brought this up (at the membership meeting) "mostly because communication is number one priority and it is very important that we stay tied to that organization unless the organization has an issue where all three agencies being the Town and both departments..... I understand separate. The concern was the Select Board possibly saying 'well the Mt Ascutney Repeater Association could be dispatched through Hartford, but we think it would be cheaper to go through Claremont dispatch. So now we walk away from the repeater association and Hartford ... repeater association stays. We were just trying to stay with the repeater association wherever they go."

Darrin Spaulding said, "And with that .. staying on the repeater... when we were with the other agency they could not get the signal up to us and we always had to use telephones before cell phones were even invented...so that was one reason why we wanted to stay with a dispatch center that works off Mt. Ascutney repeater that assists everybody in the area for better communication."

Mr. Morris said he may have to find a way to clarify a little on the dispatch and that he may have to learn a bit more about the repeater.

It was agreed to table this.

Ms. Murphy said she wanted it to be clear that there is a contract between the Town and the dispatch services and that all contract negotiations for that service go through the Town Manager.

### 2.c.v. Section 2.5 Hydrants

AVFA requested removal of sections A and B. Mr. Girard said that A and B are part of the Fire Commission's responsibility.

In the replacement section A, AVFA requested changing the Department to AVFA.

In the replacement section B, AVFA requested adding to include but not limited to vegetation growth, snow removal, and sand hydrants; all to maintain a minimum of 20 feet of access, and to be done within 24 hours at the end of storm.

Ms. Murphy asked if anyone objected to removing these sections because it is the charge of the Fire Commission.

Mr. Dauphin said, "My only thought is this contract pertains to fire service and that we don't have a municipal town-wide hydrant system that some type of water indicator should be in the contract, especially if the Town decides to do away with the Fire Commission."

Mrs. Esty said she would like to see it rewritten to include the Fire Commission and both departments and both sections. Mr. Dauphin agreed and said the Town should be included. Mr. Morris said the Fire Commission is the Town. If the Commission ceased to function, its function would automatically revert to the Select Board.

Everyone agreed to: (A)"A collaboration between the Town and the departments will be responsible for recommending the placement of new hydrants and pursuing grants to fund the construction and installation of new hydrants."

Mr. Morris's version: (B) "The departments are responsible for testing hydrants to ensure they are operating correctly. Any problems or failures shall be reported to the Department of Public Works supervisor (Mr. Morris said they were going to change this back to Highway Superintendent) and Fire Commission by the Department." Everyone agreed to this language.

On item (C), AVFA added language to describe what the Town is supposed to maintain around the hydrants.

Mr. Morris said a separate service agreement may be required to address hydrants on private roads such as the Pikes Peak hydrant that will soon be installed.

Mr. Dauphin asked if this language is needed in the contract when the list of the Town's maintenance obligations is delineated in the hydrant grant agreements. Mr. Morris recommended keeping it in in case there are hydrants installed that are not grant funded.

It was agreed to table this section so as to check the language of current easements for hydrants on private properties.

### d. Article III Relationship

### 2.d.i. Section 3.1 Authority of the Town of Weathersfield

AVFA asked that the VSA number be attached. It was agreed to provide it.

### 2.d.ii. Section 3.2 Relationship

AVFA requested changing "AVFA" to "departments".

AVFA requested removal of "in good standing" because they do not believe the board should determine who is in good standing and not allow them to speak. (Ms. Murphy said the board would be making that determination — only the departments could determine who would speak on their behalf.)

AVFA requested adding AVFA or any member thereof at the end of the last sentence.

Mr. Dauphin said that in the past some members weren't allowed to speak because they weren't residents of the Town. But he agreed that members who are not fully participating shouldn't be speaking at a public meeting.

Mr. Morris suggested taking it out of the contract and letting the departments address it on their own.

In the paragraph addressing complaints, Ms. Murphy said that the Town's complaint policy is for complaints against Town employees. Complaint policies were developed for each of the departments. Why would AVFA want to recognize the Town's policy? Mr. Girard said he didn't remember anything called a "fire services complaint policy" (Mr. Morris' version), only a Town policy.

Ms. Murphy said the paragraph should read, "The Town of Weathersfield and the departments will each recognize their own citizen complaint policies and procedures in the event that a written complaint is filed by any person against the fire departments." Everyone agreed to the final language.

#### 2.d.iii. Section 3.3 Powers and Duties

AVFA requested changing the Fire Department to AVFA in paragraph one.

AVFA requested changing the Department to AVFA and change the Fire Chief to in paragraph two.

### 2.d.iv. Section 3.4 Authority of Department

AVFA wanted the statute cited in the first paragraph. The actual language of the statute was removed. Everyone agreed.

### 2.d.v. Section 3.5 No Agency Created

AVFA requested changing the Department to AVFA. The highlighted question was disregarded.

### e. Article IV Operating Funds

### 2.e.i. Section 4.1 Annual Budget; Operating Funds; Appropriation

Section 4.1 (A) AVFA requested changing the Department to AVFA.

- (A)(i) AVFA requested changing the Department to AVFA.
- (A)(ii) AVFA requested changing the Department to AVFA.
- (A)(iii) AVFA requested removing the words detailed and Operating
- (A)(iv) AVFA requested removing the word detailed and changing the Department to AVFA.
- Section 4.1 (B) AVFA requested changing the Department to AVFA.
- Section 4.1 (C) Add the word "budget" before the word "calculation"; AVFA requested changing the Department to AVFA.
- Section 4.1 (D) AVFA requested adding "the departments may appeal to the Select Board" at the end of the sentence. AVFA requested changing the Department to AVFA.
- Section 4.1 (E) AVFA requested changing the Department to AVFA and deleting the words as separate line items and and shall be warned as such. It was later agreed to retain the words "as separate line items".

### 2.e.ii. Section 4.2 Limitation of Funding Obligation

AVFA requested changing the Department's to AVFA's Appropriation and adding the words and expenses in any year. Following discussion it was agreed to change it to The Town of Weathersfield shall have no obligation to fund the department's appropriation over and above amounts approved by the voters.

### 2.e.iii. Section 4.3 Appropriated Operating Funds

AVFA requested adding the words Section 4.4 at the end of the second sentence and removing everything following the word in.

After discussion, this section was tabled to allow Mr. Morris time to research the legality of moving funds to the reserves.

### 2.e.iv. Section 4.4 Annual Appropriation

AVFA requested the following wording: The annual appropriation approved at Town meeting shall be paid to AVFA in quarterly installments, payable (twenty) 20 days after each Town of Weathersfield quarterly property tax payment is due.

AVFA wants to continue receiving their quarterly payments and to pay their own bills. There was discussion about events that had happened in the past and how it was time to learn from the past and move forward rather than constantly dwell on and refer to events that happened in the past.

Ms. Murphy said this section was to be tabled to allow the departments to talk with their members and to allow the select board to contemplate what they want to do, because this is a place where a decision has to be made in the contract.

Mr. Girard said another reason for this is if they go above the \$32,500, all those bills "end up back in our own pocket, so there could be a transfer of bookkeeping between our department and the Town, back and forth." He said Mr. Morris "gave AVFA the option to do their own books and bill the Town for reimbursement which is the opposite of ... we can maintain doing that, but we don't want to go back and forth between who's paying bills, because at some point we run out of the \$32,500 and it's back on us paying the bills, and we go 8-9 months with us paying bills or with the Town paying bills ... and the Town doesn't pay them."

Ms. Murphy: "You met with Ed to say that the reimbursement process was a possibility and the members have approved that." Mr. Girard, "Yes."

At present, WWVFD is submitting its bills to the Town and the Town is paying them. Mr. Dauphin said, "We are doing that with keeping an eye on our budget and if that means we don't purchase 3 sets of turnout gear because we're going to go over our \$32,500, then that's what has to happen."

Ascutney is paying their bills and submitting their invoices to the Town for reimbursement. Mr. Morris said that was what was proposed in section 5.2 in his original version.

Mr. Morris said he is working with Mr. Dauphin and reporting back to him so he can keep his records the way he had in line-item style. They also get our monthly financials. He can provide a summary of payments out of a line item allocation. Mr. Girard has been keeping his own books, but the Town can supply him with line-item data at any time.

It was agreed to table this for the Select board to figure out where they are sitting and for AVFA to have a conversation to clarify that the invoices reimbursement is doable moving forward.

Then Ms. Murphy asked if the board was in agreement with WWVFD paying their invoices directly and AVFA being reimbursed with the invoices they submit. It was agreed.

### 2.e.v. Section 4.5 AVFA/Department Fundraising

AVFA requested changing Department to AVFA throughout.

### f. Article V Disbursement of Operating Funds

### 2.f.i. Section 5.1 Designation of an Agent

AVFA requested changing *Department* to *AVFA* throughout; and adding *elected* (chief) and *of* (AVFA) in the 2<sup>nd</sup> sentence.

Following discussion it was agreed to switch back to "the departments" and to retain, "signed by the elected chiefs of the departments".

### 2.f.ii. Section 5.2 Disbursement

AVFA requested deleting the first paragraph; changing the department to AVFA; and deleting the words nor for the costs of maintenance or repairs to vehicles, apparatus, equipment, or other items so purchased.

After discussion it was agreed to move it to section 4.4.

#### 2.f.iii. Section 5.3 Direct Provision

AVFA requested changing the department to AVFA; deleting the words vehicle maintenance; and adding the sentence These directly supplied goods and services shall be in the Fire Commission budget and cannot affect AVFA's Annual Appropriation. AVFA also requested adding The Town of to the beginning of the last sentence.

#### 2.f.iv. Section 5.4 Maintenance of Vehicles, Apparatus and Equipment -

(A) AVFA requested adding the allocated Fire Commission maintenance budget for repairs and preventative maintenance to the first sentence.

AVFA requested adding and/or AVFA funds. In return AVFA will supply the Town of Weathersfield Fire Commission a copy of all receipts/bills paid for with the allocated fire commission budget.

AVFA requested deleting the 2nd paragraph.

(D-C?) AVFA requested deleting the 1st sentence.

(B\_E?) AVFA requested changing The Department to AVFA and adding and any issues needing addressed shall be fixed immediately with the money allocated for fire commission truck maintenance budget. AVFA retains the right to get quotes on any and all repairs and maintenance.

(C) AVFA requested adding All Fire Commission Maintenance budget excess funds will be returned to the Fire Commission Motorized Truck Reserve at the end of the Fiscal year.

Mr. Girard said, "We can skip most of this conversation since the communication between me and Ed and clarification- as long as the Town is going to maintain all of the vehicles — the Argo, the trailers — then the maintenance can go back in there. Then it's back to fixing broken equipment — how we address that."

Mr. Morris said the way it was worded it wasn't routine preventative maintenance anymore.

Ms. Murphy agreed. It now reads, "Weathersfield will provide maintenance and repairs for all vehicles and apparatus." Capital equipment has been taken out. She said that in her opinion, "capital equipment should not be in there until the list ... has been ... defined by both departments of what that actually entails. Capital equipment should be defined by your policy."

Mr. Morris said this is something everyone had to work together on. The Town's capital policy is different from the departments'. "We need to define together what that is and then put that in the back in an MOU."

Mr. Dauphin said the WWVFD brush truck "just blew a turbo 4-5 months ago. The department paid \$1700 out of fund-raising money to fix it. ... Once this contract goes into effect, is that now saying, that if the motor blows, is the Town going to fix it?" Ms. Murphy said, "That's what it's saying." The board agreed.

Ms. Main said, "If the motor blows and it's not worth repairing, where does that discussion happen?" Mr. Morris said, "A lot of this is going to be open to communication. We're just going to have to deal with the issues when they come up. It's just like if a highway truck blows an engine, we have to figure it out. ... I don't think we can define everything in the contract."

Ms. Murphy agreed and said, "And unfortunately you also can't define behavior and what I would really like to see moving forward is that there is some kind of respect in how we approach this when there are issues that happen and something is blown and that the exaggerations – all of that stuff that we talked about that has been a part of that ... we're moving forward. If there is a piece of apparatus that you know is an issue – tell people ahead of time – 'heads up – this is what we're sitting on', rather than having it blown and you had an inkling it was going on."

Mr. Girard, "So the select board is in agreement that it will maintain all apparatus – the argo, trailers, ..."

Mr. Dauphin said, "That's the way it's worded."

Ms. Murphy said it doesn't include capital equipment because that needs to be defined.

Mr. Girard said, "We just bought \$100,000 worth of air packs. That's obviously capital equipment." Mr. Morris repeated that it will have to be defined.

Ms. Murphy said each department needs to go through its inventory of equipment and "come up with everything that you own or is jointly owned that may need repair, maintenance, replacement and bring it back to the select board for a conversation."

Mr. Dauphin said, "As far as capital equipment means – I did do that – I handed it in to the Fire Commission and the select board with a break down of the major — of items for capital equipment and this schedule of how much should be put aside in reserves. ....

Obviously doing that it comes back to how much money can be – how much taxes can be raised in a year...that got put on the back burner, hopefully we're going to work toward that."

Mr. Morris said, "That's where the conversation has to come from. It might be something we have to stage in – we can't just lump everything in in one year."

Mr. Dauphin said, "We have to do a better job of communication with the trucks we have and knowing – the first thing that comes to mind is, for example, Ascutney's Engine 1 – last year, when, it's 22 years old – that's just something that we should have maybe had discussion with Wes and Dingee and then had a plan for the next fiscal year and not budgeted the \$2500 and \$5000 just for ---."

Mr. Cole asked if AVFA had a definition of capital equipment. Mr Girard said he thought it was anything over \$3000. Mr. Morris repeated that this was where everyone had to work together because the policies all differ so much from each other.

The discussion continued at length about how the definition of capital equipment varies widely between the parties including references to NFPA standards, FEMA standards, replacement time lines, maintenance schedules and so on.

Ms. Murphy repeated the language (from Mr. Morris's version), "The Town of Weathersfield will provide maintenance and repairs for all vehicles and apparatus. All repairs and maintenance will receive prior approval from the Department of Public Works Supervisor (title to be changed)."

Mr. Girard turned to section 5.4(B) in Mr. Morris's version. "Correct me if I'm wrong but I believe that initial response fee was originally designated to go back to the Town to offset some of the administration stuff. And both departments are currently doing their own administrate work so I don't know if that \$350 should be split 50/50, so that 50% goes into the truck fund and the other 50%, the fire departments keep that for the administrative work to collect the money. That would have to go back to the hazmat ordinance and be readjusted there."

Mr. Dauphin appeared to accept Mr. Morris's language.

Mr. Girard said he understood offsetting costs especially if the Town is going to maintain AVFA's ladder. He asked if the money set aside for maintenance should be specifically set to an account or does it "get dumped back into the general fund?" Mr. Morris said he would look into it and that it may mean looking at the ordinance.

Ms. Murphy said this would be tabled to allow time to clean up the editing. However, everyone agreed on who is is paying for what. What remains is to clarify, "Any vehicles or apparatus purchased without Selectboard or Town approval will be considered a breach of contract and may result in withdrawal of all Town support and funds." Ms. Murphy asked for the departments' comments.

Mr. Girard referred back to section A, saying "We did a fund-raiser to replace the body of our forestry truck so the Town didn't get stuck with a \$4000 bill." He said they never spoke to Wes about getting approval for the repair, because they were trying to save the Town money. Ms. Murphy said this contract is not yet in effect, which Mr. Girard acknowledged but said if the department is fund-raising to offset the cost to the Town, is there any leeway there? Mr. Morris said probably, but it could also be as simple as a phone call.

Ms. Murphy said the more transparent the departments are coming forward with these expenses, the more "peace you make in the general public for how much it actually costs to run a fire department. If you are each doing fund-raisers and each quietly paying for something that is a legitimate operating cost, the Town needs to know that and the taxpayers need to understand that there's a bigger picture of what it costs to run a fire services program. If you are going to do fund-raising, talk to Ed – share that information."

### g. Article VI Reserve Funds

2.g.i. Section 61. Reserve Funds

AVFA requested adding "The Town of Weathersfield" to the beginning of the first sentence.

### 2.g.ii. Section 6.2 Annual Reserve Fund Appropriations

Change "AVFA" to "departments".

### 2.g.iii. Section 6.3 Disbursement of Reserve Funds

Add the words "the Town of" in front of Weathersfield.

### h. Article VII Title to Property

### 2.h.i. Section 7.1 Vehicles and Apparatus Purchased with the Town of Weathersfield

AVFA requested changing the Department to AVFA and adding the owners in place of Weathersfield.

Mr. Dauphin said that WWVFD had put \$21,000 of their own money into the new truck - is there anywhere in the contract that we're attached to the title or anything like that? Ms. Murphy said titles will be in the names of the Town and the departments according to the wording of this section. Mr. Dauphin asked why this is so. Ms. Murphy said the non-profits need a way to account for their assets. Also titles entitle the party or parties to sell the vehicles.

### 2.h.ii. Section 7.2 Capital Equipment Purchased with Weathersfield Funds AVFA requested changing the Department to AVFA.

# 2.h.iii. Section 7.3 Proceeds from the Sale, Transfer or Other Disposition of Vehicles, Apparatus and Capital Equipment Purchased with Weathersfield Funds

AVFA requested deleting upon the receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment and to be applied to the corresponding reserve fund of the item sold in the 1st paragraph.

AVFA requested adding "Upon receipt of insurance proceeds on account of the total loss of such equipment, vehicles, apparatus, or Capital Equipment money shall be used towards replacement if AVFA feels necessary. Otherwise funds will be dispersed proportionally to ownership of said item." as a 2<sup>nd</sup> paragraph.

Ms. Murphy said, "In most cases in order to purchase that equipment or apparatus or vehicle, you had select board input. However, now you are saying if that equipment that originally had the input in is destroyed only AVFA or the departments will replace it if they feel it's necessary." Mr. Morris said it should say "departments and select board". Mr. Girard agreed, but said NFPA and ISO should be cited in it as well. Ms. Murphy said, "You can't take NFPA and put it in here, and then not put it over there or over there." Mr. Girard said the reason is because ISO wants a certain number of pumpers. Mr. Morris said to leave it

out because that's the discussion you would have at the select board table when you are making that decision.

(Mr. Barrup stepped down from the WWVFD table. Ray Stapleton took his place.)

#### i. Article VIII Insurance

Mr. Morris asked to table this. He said, "The departments will obtain whatever insurance they feel is necessary, that when combined with the Town of Weathersfield, they feel is representative. We provide insurance – we work with VLCT to provide what we feel is adequate. What this will do is just a legal disclaimer that if we get so much for your building back and VLCT thinks we should have gotten a lot more, then it's your responsibility to get the extra. With that, again with communication, I can get you a list of everything that is covered and at what levels. That was the disclaimer our attorney said should be in there. I just think it's worded very poorly."

### 2.i.i. Section 8.1 Liability Insurance

AVFA requested changing the Department to AVFA.

### 2.i.ii. Section 8.2 Casualty Insurance

AVFA requested changing the Department to AVFA.

### 2.i.iii. Section 8.3 Workers' Compensation Insurance

AVFA requested changing the Department to AVFA.

#### 2.i.iv. Section 8.4 Vehicle Insurance

AVFA requested changing the Department to AVFA; and deleting all Town support and funds and the last sentence.

After discussion it was agreed to accept Mr. Morris's proposal.

#### 2.i.v. Section 8.5 Limitation of Insurance

AVFA requested deleting this section.

### 2.i.vi. Section 8.6 Insurance Forms and Information

AVFA requested changing the Department to AVFA.

#### j. Article IX Duration

#### 2.j.i. Section 9.1 Term – tabled to clean up

AVFA proposed, "If a replacement contract is not signed by June 30, 2020, it shall be considered as automatically renewed for a 1-year term unless AVFA ... send a written letter to cancel any such agreement after June 30, 2020."

Mr. Girard said he got this from their land contract with the State. He said he and Mr. Morris changed this a bit. It should say, "...of cancellation..." He said this is to prevent a lapse in the contract.

Mrs. Esty asked to have "AVFA" changed to "the departments".

Ms. Murphy said this is fine except for the length of time these things take. When the process starts and then all of a sudden it's delayed for 6, 7, 8 months, that should not mean that we go into an automatic renewal because everybody can't get on the same page. Mr. Morris said he didn't like the wording either. Ms. Murphy said it should say something about if negotiations are going on and there is a reason why that contract is being negotiated.

It was agreed to table it and work on the language.

### 2.j.ii. Section 9.2 Cancellation

AVFA requested removing the words "effective June 30th of any year".

#### k. Article X General Provisions

### 2.k.i. Section 10.1 Dissolution of Department

There is very specific language for dissolving a 501(C)(3). On the Town's side, if a dissolution happens, you are not just going to automatically get everything. There is a process that has to happen. The Town should look into what that language should be. Mr. Morris said this is one of those instances where the language should not be in the contract. It was agreed to table this section and re-do the language.

### 1. Article XI General Provisions

#### 2.1.i. Section 11.1 Assignability

AVFA requested changing the Department to AVFA.

#### 2.1.ii. Section 11.2 Effective Date

This section was removed.

#### 2.1.iii. Section 11.3 Amendment

Change "both" to "all". It was agreed to remove AVFA's counter-proposal.

#### 2.1.iv. Section 11.4 Governing Law

All agreed to Mr. Morris's proposal.

### 2.1.v. Section 11.5 Entire Agreement

There were no changes to this section.

Mr. Morris was asked to get "cleaned up versions" of the contract to both departments a week before the meeting on the 25<sup>th</sup>.

### 3. Adjourn

The meeting adjourned at 9:29 PM

Respectfully submitted, deForest Bearse

### WEATHERSFIELD SELECTBOARD

Daniel E. Boyer, Selector	C. Peter Cole, Selector
Kelly Murphy, Chairperson	Lynn Esty, Vice-Chairperson
Amy Beth Main, Clerk	

#### Selectboard

### Martin Memorial Hall 5259 Route 5, Ascutney, Vermont Thursday, October 19, 2017

#### 6:00 PM

#### SPECIAL MEETING

#### **DRAFT MINUTES**

Select Board Members Present: Dan Boyer

Lynn Esty

Kelly Murphy

Others present: Ed Morris, Town Manager

Ms. Murphy, Chair, called the special meeting to order at 6:00pm.

### 1. Approve Warrants

Motion: To approve the warrants for October 16, 2017 as follow:

General Funds	Operating Expenses Payroll	\$25,849.90 \$10,672.82
Highway Fund	Operating Expenses Payroll	\$14,111.63 \$6,599.38
Solid Waste Manaş	gement Fund Operating Expenses Payroll	\$6,923.40 \$1474.48
Library	Operating Expenses Payroll	\$72.17 \$1,498.17
Grants	Operating Expense	\$0.00
Agency Monies	Operating Expenses	\$0.00
Reserves		\$325.00
Grand Totals	Operating Expenses Payroll	\$46,957.10 \$20,244.85

Mr. Boyer made a motion to adjourn the meeting; Ms. Esty seconded.

Second: Ms. Esty

Meeting was adjourned at 6:02pm

Made by: Mr. Boyer

Minutes submitted by:

Ed Morris, Town Manager

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### TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

November 1, 2017-

To: Selectboard

From: Ed Morris

Subject: FEMA Pre-Mitigation

The Town has been working with the owners of the old Amsden store for some time. This project started before I arrived in Town and We have continued trying to get the proper permitting for this site. We have now exhausted all avenues and have found that there is no way to get a septic system permitted for this property. As you know, the store was severely damaged during Tropical Storm Irene and is in the FEMA Flood Plain management area. With all the flood plain regulations and lack of a septic system this building is going to slowly deteriorate and become more of an eyesore for the community.

The Town has met with Allison Hopkins and Chris Yurek from Regional Planning and discussed the possibility of a FEMA buyout. What FEMA offers in these programs is that they pay the pre-flood assessment value for the building with the condition that the building is removed and the land not be used for residential or commercial occupancy. In other words, this land would become Town Land that would become a small park or some use that would not be an issue in the flood plain.

Our initial thought is that we would apply for a FEMA Pre-Mitigation Grant for about \$75,000 with a matched amount from the Town of \$25,000. This does not mean this will cost the Town \$25,000. What FEMA allows is for the homeowner to deduct our share from what they accept as the buyout. Our plan is to put in for the grant and use FEMA's \$75,000 to remove the structure, grade and seed the land, and give any remaining money to the current owners. The current owners did not pay much for the land and structure (about \$7,000) and she would like to get as much of her money back as possible. From our conversations with her, she is in agreement with this plan. We will continue to research this project

### **Ed Morris**

From:

Allison Hopkins <ahopkins@swcrpc.org>

Sent:

Thursday, October 12, 2017 12:28 PM

To:

**Ed Morris** 

Subject:

RE: FEMA

The property must be deed-restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions.

### Allison S. Hopkins, AICP

#### Senior Planner

Southern Windsor County Regional Planning Commission

PO Box 320, Ascutney, Vermont 05030

P: (802) 674.9201 www.swcrpc.org

From: Ed Morris [mailto:Townmanager@weathersfield.org]

Sent: Thursday, October 12, 2017 11:10 AM To: Allison Hopkins <ahopkins@swcrpc.org>

Subject: FEMA

Could you get me that information of what we are proposing for the Amsden store with possible uses for the land, or what is allowed after removal of the structure? I will include this in the board packet that goes out today at 3:00.

**Ed Morris** Weathersfield Town Manager PO BOX 550 Route 5 Ascutney VT 05030 (802)230-6262

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### TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

October 10, 2017

To: Selectboard

From: Ed Morris

Subject: Fire Consultant Report

We are continuing the Fire Consultant Report discussion from the past two meetings. Kelly had asked each of you to choose your top five administrative recommendations and top five safety recommendation so we can develop an implementation plan.

Thank you,

**Ed Morris** 

Town Manager

### Fire Report Action Guide

### What has been done:

### What Should Be done:

Wood Recommendation	Town action	FD Action
Single Department	Single contract	Combined Response
		Cross training on Apparatus
Need better accounting for equipment purchases (page 5)	Town administered finance	
Improve communications between the Chiefs and Town		Monthly Meetings with Town Manager, Chief's and President
Assure oversite of the department operations and procedures.	Fire Commission should develop town wide response protocols.	SOG and response protocol review from outside agency agreed upon between departments and Town.
Increase Fire Operations Budget	Operations budget increased by 7,500 per department	
Redefine Fire Commission Role	Ed has spoken with Lynn, but we should discuss this at the board table.	
Coordinate Monthly Fire Training		Should coordinate Monthly Training with pre-determined topics and dates.
Request ISO Review		Completed, but no report
Coordinate Purchase of Equipment as if one department to reduce duplication.	Fire Commission should create list of needed equipment and where it will be housed as if one department  Fire Commission should review	
Review and plan guide to meet NFPA recommendations and OSHA guidelines including: 1720, hose testing, SCBA fit testing, Two in -Two Out etc.	standards and regulations and put a plan in place of what Weathersfield will do for compliance.	
Single incident report per incident	Fire Commission should find a way to determine town call volume (one report between both departments)	One report per department per incident maximum.
Organize fast squad or only respond to ALS calls	Fire Commission should determine best approach for EMS services along with studying response times from Golden Cross.	
Review Bylaws and SOG's annually	Coordinate response protocols and SOG's to be the same between departments.	I recommend reviewing SOG's one year and bylaws the next.

Reduce apparatus response to	Fire Commission should work	
many incidents to one piece of	with department to write	
apparatus	response protocols.	
Reduce the number of fire	Fire Commission should	WWVFD should plan to reduce
apparatus by one engine	complete a plan for apparatus	fleet by one engine.
	needed in Town.	

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### TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

October 10, 2017

To: Selectboard

From: Ed Morris

Subject: Parks and Recreation

I have put a lot of thought into recreation in town and feel we need to make a change to how recreation and events are organized in Town. The parks and recreation committee has put together a few events including hikes and some music events. The library has been working hard to put together community events and focus on children centered activities. I have worked with a few people and groups to develop the Town Wide Festival that has been gaining momentum, and the school sports program has been growing. I feel we should coordinate efforts by reorganizing the Parks and Recreation committee. My recommendation is to have a library representative and the school athletic director appointed to the board along with 3 community members. I feel the staff presence on this board will serve an important role in keeping this committee focused and provide the resources and time needed to develop ideas.

I also feel this organization model is important, because during the Village Revitalization meetings we have received a lot of comments on having more events and activities to build a sense of community and that the Town should focus on investing in parks and open spaces that citizens and others visiting our area can use.

I have talked with the Weathersfield School, the Library, Sue Boyer from Parks and Recreation and Kelly about this change and all are in agreement that this is a good idea.

Recommendation: Reorganize the Parks and Recreation Committee to include a library designee and the Weathersfield School Athletic Director.

Thank you,

**Ed Morris** 

Town Manager

### **Ed Morris**

From:

Weathersfield ProctorLibrary < weathersfieldproctorlibrary@gmail.com>

Sent:

Thursday, October 12, 2017 10:11 AM

То:

Ed Morris

Subject:

Parks and Recreation

Dear Ed,

Per our conversation, the Library is interested in playing a role on the Town's Park and Recreation committee. I think this is consistent with the Library's role in the community. As a designee, I would be willing to represent the library with that committee or in any other way you feel is appropriate.

Thank you,

Mark Richardson, Director Weathersfield Proctor Library 5181 Rte 5 PO Box 519 Ascutney VT 05030-0519 802.674.2863 weathersfieldproctorlibrary@gmail.com



### Weathersfield School

JeanMarie Oakman, Principal

135 Schoolhouse Road P.O. Box 279 Ascutney, Vermont 05030 (802)674-5400 wsesu.net jmoakman@wsesu.net

October 12, 2017

Weathersfield Select Board PO Box 500 Ascutney, VT 05030

Dear Weathersfield Select Board;

It has come to my attention that the Weathersfield Parks and Recreation Committee is taking a new direction in town, which is to offer more recreational opportunity for all. What wonderful news! I am in favor of this charge as it will not only offer the community more options for recreation in Weathersfield but it offers an opportunity for our kids to become more active! In this ever changing world of technology, we need out kids to be active and enjoying the outdoors. I think having the Weathersfield School Athletic Director on your committee is a great idea. The Athletic Director works directly with our students, K-8<sup>th</sup> grade, to offer an excellent athletic program at WS, which has increased in number and their input would be beneficial to your committee.

Thank you for your time and consideration. If you have any questions, please don't hesitate to call or send me an email.

Sincerely, *JeanMarie Oakman*JeanMarie Oakman, WS Principal

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CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

8021674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

October 10, 2017

To: Selectboard

From: Ed Morris

Subject: Budget Committee

We currently have one person on the budget committee. Before I post a request for volunteers, I would like to get the boards feeling on the usefulness of the committee. Last year, my first year using a budget committee, was a complete waste of everyone's time. Myself and Colin spent 10+ hours trying to educate and explain the budget to the four members we had last year. At many of the meetings we did not have a quorum and used the time to discuss the budget with no intention of any decisions being made.

Part way through the process one member quit and another decided not to attend any other meetings. One member asked me why they were there, and commented that the budget was well under control. I have asked many other Town managers about the use of their budget committee. Most of the managers I have talked to have disbanded the committees, but a few still use them. I have no strong opinion on whether or not to use the committee, but do not want to continue wasting staff or community members time.

In talking with a Selectboard member from Springfield, they use a different approach that may be worth trying. The manager and department heads create their budget that is then presented to the Selectboard and Budget committee at the same time. The budget Committee then meets before the next board meeting and comes back with recommendations. This continues until the budget is finalized.

One other option is to propose the budget to the budget committee just before the Selectboard for review and recommendation before bringing it to the Selectboard.

I would like to have some discussion on this topic before we move forward into this budget process.

Thank you,

**Ed Morris** 

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CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

1802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

October 11, 2017

To: Selectboard

From: Ed Morris

Subject: Bottle Redemption

Anthony French the Troop Master for Trail Life USA and American Heritage Girls of West Windsor has applied for \$500 from the bottle fund redemption grant program. I have included his application, the current fund amount and some information about Trail Life USA.

Recommendation: Award a \$500 grant to Trail Life USA and American Heritage Girls of West Windsor.

Thank you,

Ed Morris

# Towns of Weathersfield, Reading & West Windsor 5 Cent Returnable Cans & Bottles Donations Fund

P.O. Box 550, Ascutney, VT 05030 townmanager@weathersfield.org (802) 674-2626

			•	•	•		
	Name of Organization:						
	Trail Life USA and Ame In which town is the orga	<del>-</del>	?				
	. West Windsor .						•
	Contact person and title Anthony French, Troop	: o Master for Trail Life US	SA				
	Phone number:						
- '	802-522-7269						
	Email:						
	aafrench1@gmail.c	om					
	Mailing address:				,		
	PO Box 303 Ascutney, VT 0503	0					
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	Amount Requested: \$	5500.00 and continued current void with pickin bringing them to the re	g up the returnal	ole cans at	are willing to the transfer s tinue on back	tation and	th the
For O	ffice Use Only:		,				
	This Request was Appre	oved / Denied by the	Selectboard o	on	•	•	
		Ŷ	·				
	Town Manager	<u> </u>	•				

#### Please describe the purpose for the funds requested:

American Heritage Girls (AHG) & Trail Life USA (TL USA) for boys help youth to acquire skills that will assist in all areas of life while combining character, leadership & friendship building with outdoor adventure.

AGH & TL USA are faith-based character development programs for girls & boys ages 5 to 18, dedicated to the mission of building women & men of integrity through service to God, family, community and country.

With programming that puts an emphasis on service, faith and fun, girls & boys choose from more than 200 Badges, participate in service projects, and are challenged by leadership opportunities and outdoor experiences. Troops are led by Adult Volunteers who facilitate the AHG/TLUSA Programs while encouraging leadership. Organizations like churches, schools and civic organizations charter AHG & TLUSA Troops to achieve their youth ministry goals.

Funding helps with outings, purchasing badges, supplies and uniforms for families that are unable to purchase them. Currently there are 18 boys and 10 girls registered.

Thank you for your consideration.

#### Notes:

Funds are available to charitable organizations in the Towns of Weathersfield, Reading & West Windsor. Funds will be awarded by the Weathersfield Select Board to one charitable organization each month, as funds become available. About \$100 a month becomes available. Return this form to the Weathersfield Town Manager.

Account/Description	Budget	Encumbrance	Balance
40-1-010-99.00 Due From/To Other Funds	0.00	0.00	125,457.02
Total Asset	0.00	0.00	125,457.02
40-2-101-01.00 Martin Memorial Hall	0.00	0.00	10,181.02
40-2-101-02.00 Weathersfield Book Sales	0.00	0.00	451.25
40-2-101-02.00 Weatherstread Book Sales 40-2-101-03.00 Veterans' Memorial Commit	0.00	0.00	6,584.75
40-2-101-04.00 Salmond Bridge	0.00	0.00	936.39
40-2-101-06.00 Library Misc Donations	0.00	0.00	169.71
40-2-101-06.50 Library Expansion	0.00	0.00	92,178.37
40-2-101-07.00 Historical Society	0.00	0.00	132.00
40-2-101-08.00 Employee Safety & Wellnes	0.00	0.00	4,145.62
40-2-101-10.00 Weathersfield 250th	0.00	0.00	19.00
40-2-101-11.00 Weathersfield Directory	0.00	0.00	0.00
40-2-101-12.00 American Flag Project	0.00	0.00	509.70
40-2-101-15.00 1879 Schoolhouse Fund	0.00	0.00	8,095.93
40-2-101-16.00 Food Shelf Donations	0.00	0.00	0.00
40-2-101-21.00 Redemption Program Fund	0.00	0.00	2,033.28
40-2-201-01.00 Police Donations Dare, et	0.00	. 0.00	20.00
Total Liability	0.00	0.00	123,457.02
			:
40-3-000-00.00 Fund Balance	0.00	0.00	0.00
Total Fund Balance	0.00	0.00	0.00
Total Agency Monies	0.00	0.00	0.00

Total Debits: 125,457.02 Total Credits: 125,457.02

#### Trail Life USA

Trail Life USA is a Christ-centered outdoor adventure, leadership, and character development ministry. Within the operation of the local Troop, the primary statement/profession of Christian beliefs, faith, and/or doctrine is that belonging to the Charter Organization.

#### MEMBERSHIP STANDARDS

Membership in the program has both youth and adult elements. Youth membership in the program is open to all who meet the membership requirements, and is currently designed for biologically male children under the age of 18. The adult applicant must be at least 18 years of age and subscribe to and abide by the Trail Life USA Statement of Christian Faith and Values as well as the Oath and Motto of the program. While the program is undergireded by Biblical values and unapologetically reflects a Christian worldview, there is also a clearly defined inclusion policy for youth. Accordingly, all boys are welcome irrespective of religion, race, national origin or socio-economic status. Our goal is for parents and families of every faith to be able to place their boys in a youth program that endeavors to provide moral consistency and ethical integrity in its adult leaders.

American Heritage Girls helps girls acquire skills that will assist them in all areas of life. These skills may include:

Life Skill Enhancement

Girl Leadership

Spiritual Development

Social Development

Character Development

#### Mission

"Building women of integrity through service to God, family, community and country."

#### Vision

American Heritage Girls is the premier national character development organization for young women that embraces Christian values and encourages family involvement.

#### **Inclusion Policy**

All biological girls of any color, creed, race, national origin and socioeconomic status who agree to live according to the standards of the AHG Oath and the AHG Creed are invited to be members of American Heritage Girls

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CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

8021674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

October 10, 2017

To: Selectboard

From: Ed Morris

Subject: 5 Cent Returnable Proposal

At the beginning of the fiscal year we lost the person who picked up and delivered the 5 cent redeemables to the redemption center. In the past we have split the cost of this collection with the individual. I have been approached by Anthony French who has proposed that an organization he works with, Trail Life USA about their organization filling this void for the Town. The agreement that I am proposing is for Trail Life USA to work with the Highway Superintendent to pick up and redeem the 5 cent redeemables once we have accumulated a set amount. Trail Life USA agrees to pick up and redeem the bottles and cans in return for 50% of the proceeds. This will be a good fund raiser for their organization and will alleviate the need for the highway department to load, transport, and redeem the bottles and cans.

Recommendation: Authorize the Town Manager to make an agreement with Trail Life USA to work with the Town to transport and redeem the 5 cent redeemables for 50% of the proceeds.

Thank you,

**Ed Morris** 

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CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

October 11, 2017

To: Selectboard

From: Ed Morris

Subject: VLCT Meeting Review

I will discuss the VLCT annual meeting that took place on October 4th, 2017.

Thank you,

Ed Morris

The Town of Weathersfield asks to amend the motion of accepting the article as written by striking "VLCT opposes any state-imposed process or law that governs municipal conflict of interest policies." and replacing it with "VLCT supports a uniform statewide ethics policy"

#### **Talking points**

- Vermont scored a "D-" overall, or 39th in the nation, in report by the Center for Public Integrity, a nonprofit investigative journalism website. (USA Today)
- We should support ethics and integrity in our government
- This should be achieved through a uniform policy that all government is held to.
- As a lobbying platform it is good to show we look at each issue and not just support a blanket policy.
- Sparked good debate
- Arguments
  - 250 unique municipalities belong to VLCT and should be allowed to Draft their own Conflict of Interest Policy.
  - PACIF strongly encourages and provides a Model Conflict of Interest Policy
  - We do not want Montpelier drafting any policy on Ethics just look at other drafted legislation Act 46 and 174 are good examples.
- Support
  - Need a statewide policy for outside support (many other states and countries do not accept a notary signature from VT).
  - o Conflict of interest is important and all Towns should have a policy
- In the end the amendment to the motion was denied



CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

November 11, 2017

To: Selectboard

From: Ed Morris

Subject: Fire Commission Report

Lynn will give a Fire Commission report from their October 11<sup>th</sup> meeting.

Thank you,

Ed Morris

#### Fire Commission Report and Questions

#### From October 11, 2017 Meeting

Please find attached the reports received from the Chiefs for September.

A thank you letter has been written to the City of Claremont for proposed installation of a dry hydrant on the Sugar River. It will be extremely useful in fire cessation on the east side of Weathersfield.

It was asked that Ed attend our November meeting to assist with questions during the budget discussion.

Questions that were raised:

Why does the Fire Commission have a boiler fee of \$907.00 when we don't even have a building?

There are still concerns regarding permitting and knox boxes for recent commercial buildings. An email has been sent out.

Monthly Report Fire Commission October 11, 2017

# West Weathersfield

**Chiefs Report** 

Upcoming fundraisers : none at this time.

Our annual coin drop on Saturday went very well.

We are still doing pumping and drivers training with E-7. We also held a vehicle extrication drill

We are still waiting for the new tank to come in.

Members will attended fire prevention tomorrow

We received a grant through VLCT on the Game of Logging class all he class will be at the being of November.

We replaced the turbo in the Brush truck.

There is a class in Reading on farmequipment extrication that we will be attending

Claremont fire prevention paradeasthis Friday which we will be attending.

There are five members taking Firefighter 2 class in Windsor. The class goes to the end of December.

Calls October - 2/September - 8 / August - 19 / July 18

Sincerely, Chief Josh Dauphin



#### Weathersfield Fire Commission Wednesday, October 11, 2017

#### Ascutney Volunteer Fire Department Reports for the month of October 2017:

- Since July 1, 2017, we've responded to 90 calls.
- The golf tournament was another success. We had 14 teams play the course.
- Our most recent yard sale was the most successful in 32 years.
- All hydrants have been tested at this time.
- Trainings have included vehicle extrication, ladder operations, driver training, pumping, and air bag drills..
- Upcoming drills will include a Haz-Mat refresher, FRED training, bloodborne pathogen training, and training on Narcan.
- Both departments will be at the school for fire prevention tomorrow..
- Our forestry will be going out next week for a new flatbed body, funded by monies from the golf tournament.

As reported by Chief Darrin R. Spaulding on October 11, 2017

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CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

8021674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

November 2, 2017

To: Selectboard

From: Ed Morris

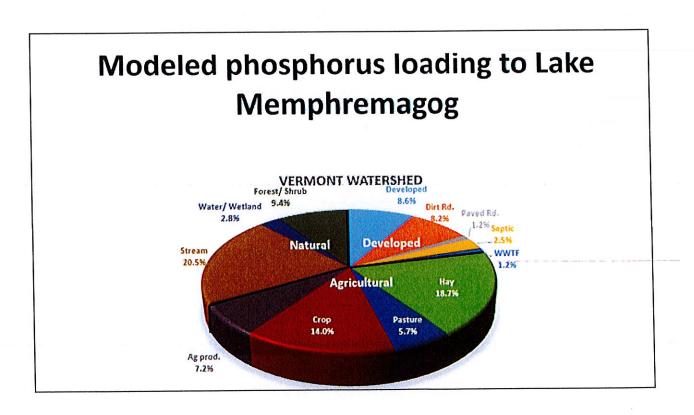
Subject: Municipal Storm Water General Permit

I will be giving a presentation to explain the proposed Municipal Strom Water General Permit. I have supplied you with the current version of my presentation. There may be some additions before Monday night, but I wanted to give you some information to help you start to understand what this permit is and what it means for our Town. I have also included Regional Planning's concerns that were submitted during the open comment time on our, and other towns, behalf.

Thank you,

Ed Morris

# Municipal Roads General Permit



### Why a Concentrate on Road Runoff

- Nutrients- Phosphorus
- Sediment
- · Trace heavy metals
- Hydrocarbons
- Road salt



### What is a hydraulically connected road segment

#### **Connected Criteria:**

- Municipal roads within 100' laterally of a water resource
- Municipal road that bisects (crosses) and drains to a water resource
- Municipal road located within the DEC river corridor
- Segments can be re-classified as connected, or not connected, during the inventories
- Catch basin outfalls within 500' of a water resource

#### Water resources include:

- Perennial streams
- Intermittent streams
- Wetlands
- · Lakes and Ponds

Weathersfield's Hydraulically Connected Road Segments



# MRGP summary for municipalities:

- July 31, 2018: MRGP application coverage and annual fees begin
- February 1, 2019: Annual Reporting begins
- December 1, 2020: Road Erosion Inventories and Implementation Plans due
- 2021 Field season (or sooner): Road upgrades begin
- January 1, 2037 (or sooner): all connected roads meet MRGP standards

### Implementation "Triggers"

### Required baseline standards and for new construction:

- · Road grading/crowning
- Grass and stone-lined ditching or dispersed flow (based on slope)
- · Removal of grader berm
- · Lowering of shoulders
- · Stable turnouts/conveyances

Practices required when moderate (rill) to severe (gully) erosion present and for new construction:

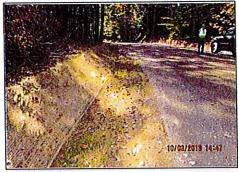
- 18" drainage culvert minimum-(DEC will provide additional culvert sizing information for intermittent streams)
- 15" drive culvert
- · Culvert headwalls/headers
- Culvert outlet stabilization
- · Class 4 roads-gully erosion present
- · Catch basin outfall erosion

# **Required Baseline Standard**- removal of grader berm





### **Required Baseline Standard-** grass and stonelined drainage ditches/distributed flow







# Distributed Flow (Sheet Draining) instead of ditches

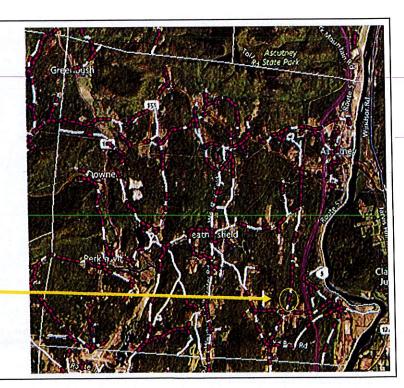


### **Drainage Ditch MRGP Standards:**

Road Drainages	Paved	Paved/Ditched	Gravel (not Class IV)
Sheet flow (no drainage ditch) Can be substituted for grass or stone-lined ditch. Road embankment lower than road surface (no back slope)	₩A	Distributed flow from roadway/travel lane to grass or forested area	Distributed flow from roadway/travel lane to grass or forested area
Drainage ditch: <u>0% ≤ \$lope &lt; 5%</u>	N/A	Grass-lined ditch (no bare soil) BMPs that disconnect water out of road drainage network (cross culverts, turnouts or sheet flow etc.)	Girass-lined ditch (no bare soil)     BMPs that disconnect water out of road drainage network (cross culverts, turnouts or sheet flow etc.)
Drainage ditch: <u>5% ≤ Slope &lt; 8%</u>	N/A	Stone-lined ditch 8" minus minimum stone recommended and/or Stone-check dams and/or BMPs that disconnect water out of road drainage network (cross culverts, turnouts or sheet flow etc.) Consider undercutting ditch to install stone fill such that material can be removed without removing the stone.	Stone-lined ditch 8" minus minimum stone recommended and/or Stone-check dams and/or BMPs that disconnect water out of road drainage network (cross culverts, turnouts or sheet flow exc.) Consider undercutting ditch to install stone fill such that material can be removed without removing the stone.
Drainage ditches: <u>Slope ≥ 8%</u>	N/A	Stone-lined ditch-12" minus recommended     Consider undercutting ditch to install stone fill such that material can be removed without removing the stone.	Stone-hard ditch- 12" minus recommended     Consider undercutting ditch to install stone fill such that material can be removed without removing the stone.

Weathersfield's Hydraulically Connected Road Segments

Gird Lot Road Example

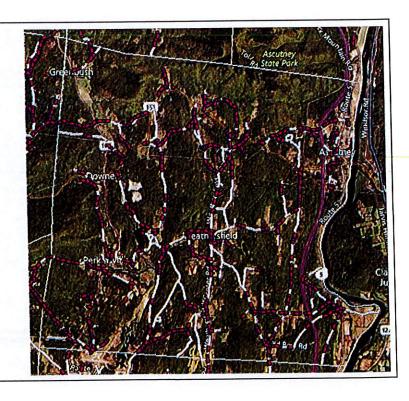


Total VTRANS Estimated Cost including Labor: \$70,059.83

Average cost per segment:\$14,012

IRD LOT ROAD								
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eeding (hdyro)	660	6		440		\$		\$ 2,046.00
4" CSP	60	10,000	10 HOE	60		\$		\$ 5,940.00
concrete headwall	THE BE	AND DESCRIPTION		2.85		5		\$ 1,821.15
otch stone 6-8"m	他和本	Form US	1	2	CY	\$		\$ 110.00
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shaping	660			660	LF	\$	7.35	\$ 4,851.00
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seeding (hdyro)	660	6	-	440		\$		\$ 2,046.00
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Common Excavatio	330	10	3	367	CY	\$	9.75	\$ 3,575.00
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shaping	300	Service.		300	LF	\$	7.35	\$ 2,205.00
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					1/1	To	tak	\$17,770.00
Section 410#10279	,	-		-				
Item Description	Length (FT)	Width (FT	Depth (FT)	Quantity	UOM	Co	st/UOM	Cost
Common Excavation		10	3		8 CY	15	9.75	\$ 758.33
Dirch deaning and		10				T		
shaping	300			30	OLF	5	7.35	\$ 2,205.00
Ditch stone 6-8"m	330	6	1.5		O CY	5		\$ 6,050.00
	1 330	-		1000		To	tat	\$ 9,013.33
								To the second
					-	1		
Santing 5 10# 1027			Death IST	Quantity	luom.	1 ce	st/UOM	Cost
Section 5 ID# 1027		Midth Ist		f Manage	100.01	5		\$ 2,797.60
Item Description	Length (FT)	Width (FT	Depui (F)					1 4 2,737.00
Item Description 18" CSP	Length (FT)		Depui (FI	4	O LF	-	111111	
Item Description 18° CSP Ditch deaning and	Length (FT)		Deput (F)	192			0183	\$ 2 205 00
Item Description 18° CSP Ditch deaning and shaping	Length (FT)			30	O LF	\$	7.35	\$ 2,205.00
Item Description 18" CSP Ditch deaning and shaping Ditch stone 6-8"	Length (FT) 40 300 660		15	30	O LF	s	7.35 55.00	\$12,100.00
Item Description 18* CSP Ditch cleaning and shaping	Length (FT) 40 300 660			30	O LF	\$ \$	7.35 55.00	

State Estimated we will have to upgrade about 50% of our segments.



### Things to consider

- Cost (materials, labor, equipment, contractors)
- Ongoing maintenance cleaning stone lined ditch
- Road Widening
  - Taking right of way
  - Cutting trees along roads
- Sheet Draining= complaints that the Town is putting water on residents property.
- More Cut outs and culverts = same complaint

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CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

November 2, 2017

To: Selectboard

From: Ed Morris

Subject: Approve Better Backroads Grant Submission

The grant period is nor open for the Better Roads Grant Program. Last year we put in for the Baltimore Road Box culvert, but because of the Municipal Roads General Permit Wes and I feel it is best to try to get some money to start the process of bringing some of our hydraulically connected roads into compliance. We are planning to put in for \$24,352.75 with our match being \$5000.00 of that. As usual our portion can be in kind donation which we will easily meet or exceed.

Recommendation: Approve the application for the 2018 Better Backroads Grant in the amount of \$24,352.75 to upgrade section #102795 and 102794.

Thank you,

Ed Morris



CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

November 2, 2017

To: Selectboard

From: Ed Morris

Subject: Transfer from Dry Hydrant Reserve.

Back in October of last year the board approved the dredging of the Gulf Road hydrant at Gulf Road and Rt-131. At the time I decided to wait to see if we needed the reserve account to pay for this unbudgeted expense or if the budgeted amount would cover the expense. Now that we are finishing up the audit, it is now clear that the expense should be paid from the Dry Hydrant Reserve. I would like to ask the board to:

Recommendation: Approve moving \$3418.13 from the Dry Hydrant Reserves to cover the cost of dredging the lower Gulf Road Hydrant in October 2016.

Thank you,

**Ed Morris** 

# Town of Weathersfield General Ledger Detail Transactions Report (Previous Year) Period 1 Jul to Period 12 Jun

Account:	11-7-205-90.20	Last Year Unused Budge	et	I	Budget	Encumbrance	YTD Posting		expended Balance
Description:	Dry Hydrant Maintenance		0.00		3,000.00	0.00	7,175		(4,175.79) Budget **
				Budget	Budget	Encumbrance	Encumbrance	Actual	Actual
Date From	Description	Reference		Debit	Credit	Debit	Credit	Debit	Credit
09/19/16 AP01	In:110550:HARTIGAN	Batch 015						195.00	
10/17/16 AP01	In:8015030:HOME DEPOT CRE	Batch 034						37.18	
10/17/16 AP01	In:8015941:HOME DEPOT CRE	Batch 034						49.98	
11/02/16 AP01	L In:102426/1:BIBENS HOME C	Batch 041						62.72	
11/11/16 AP01	l In:3048:JARVIS & SON'S IN	Batch 041						3099.25	
02/23/17 AP01	L In:53982089:FW WEBB COMPA	Batch 080						97.32	
06/30/17 GL03	1 Grant correcting entries	GJ# 20170274						3634.34	
	Transaction Totals	-		0.00	0.00	0.00	0.00	7175.79	0.00
	Account Totals	-		0.00		0.00		7175.79	
		=		======			==		
Account:	11-7-205-90.25	Last Year Unused Bud			Budget	Encumbrance	YTD Postin	 U	nexpended Balance
	11-7-205-90.25 Highway Serv to Dry Hydra				Budget 			U ng 	-
Description:			get 	Budget Debit	400.00 Budget	Encumbrance		U ng 	Balance (1,069.84)
Date Fro	Highway Serv to Dry Hydra	Unused Bude	get 	Budget	400.00 Budget	Encumbrance	00 1,469	Ung 9.84 ** Ove	Balance (1,069.84) r Budget **
Date Fro	m Description	Unused Bude	get 	Budget	400.00 Budget	Encumbrance	00 1,469	9.84  ** Ove  Actual  Debit	Balance (1,069.84) r Budget **
Date Fro	om Description  Of Hwy Dept Service Allocat:	Unused Bude Reference GJ# 20170067	get 	Budget	400.00 Budget	Encumbrance	00 1,469	9.84  ** Ove  Actual  Debit	Balance (1,069.84) r Budget **  Actual
Date Fro 	m Description  Of Hwy Dept Service Allocat: Of Hwy Dept Service Allocat: Of Hwy Dept Service Allocat:	Unused Bude Reference L GJ# 20170067 L GJ# 20170100	get 	Budget	400.00 Budget	Encumbrance	00 1,469	P.84  ** Ove  Actual  Debit  1110.63  1302.78	Balance (1,069.84) r Budget **  Actual
Date Fro	om Description  Of Hwy Dept Service Allocat:	Unused Bude Reference GJ# 20170067 i GJ# 20170100 i GJ# 20170125 i GJ# 20170150	get 	Budget	400.00 Budget	Encumbrance	00 1,469	P.84  ** Ove  Actual  Debit  1110.63  1302.78.	Balance (1,069.84) r Budget **  Actual
Date Fro	m Description  Of Hwy Dept Service Allocat:	Unused Bude Reference GJ# 20170067 i GJ# 20170100 i GJ# 20170125 i GJ# 20170150	get 	Budget	400.00  Budget Credit	Encumbrance	Encumbrance Credit	P.84  ** Ove  Actual  Debit  1110.63  1302.78.	(1,069.84) r Budget **  Actual Credit





CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

8021674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

November 2, 2017

To: Selectboard

From: Ed Morris

Subject: Personnel Policy

I have attached a copy of an updated personnel policy for you to review. Much of the policy is just updated sections for legal compliance, and cleaning up the organization. There are a few changes I would like to point out:

- Section 5 (P6) I have removed many types of employees and streamlined this to Full Time,
   Part Time and Limited-Term.
- Section 16 (P7) Employees with a less than satisfactory evaluation resulting in a needs improvement plan will not be eligible for any raises (including Cost of Living) until the needs improvement plan is satisfactorily completed.
- Section 23 (P18) Change the Opt out program back to 50% of savings goes to the employee with a cap of \$5000.
- Section 23 (P18) For consistency change alternative coverage to 50% as well (I placed the cap here at \$2500 which now would be hard to reach, but may consider the same cap as above).
- Section 23 (P18) I recommend a 75% return for employees that enroll in the high deductible plans with a Health Savings account to encourage employees to enroll in these programs that will benefit the Town and the employees with longer term medical stability.
- Section 25 (P19) I am asking to remove the leave donation program because of the unforeseen complexities. The employees have adequate leave caps which will allow the time for most every necessity. We can approach any exceptional circumstances as they occur.

Recommendation: This is for discussion only. I would like to discuss this policy a couple times and adopt it to begin on January 1, 2018.

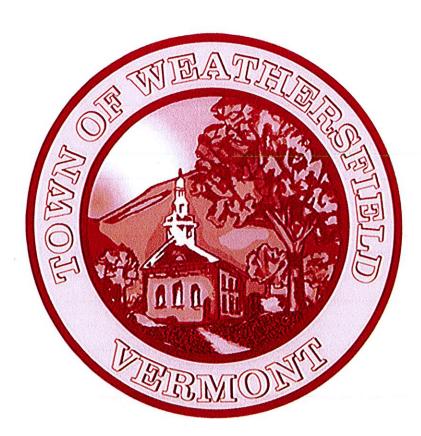
Thank you,

**Ed Morris** 

# Town of Weathersfield

# 2017

Personnel Policy



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### SECTION 1: TITLE AND AUTHORITY

These rules shall be known and cited as "Personnel Rules" and are hereby adopted pursuant to the provisions of Title 24, Vermont Statutes Annotated, Chapter 33, Subchapter 11, sections 1121 and 1122.

Employment with the Town of Weathersfield is not for any definite period or succession of periods, and may be terminated either by the employee or by the town at any time without notices, except as provided by this manual. Wages or salary and any accrued and unused vacation allowable under these rules and regulations, shall be due to the employee only to the day and hour of termination.

This manual and the provisions contained herein do not constitute a contract of employment in whole or in part. The Town reserves the right to add, amend or delete any benefits or policy stated herein at any time, except as otherwise committed to by formal contract agreements. The Selectboard will, however, consult with the Town employees or their authorized representative prior to making any changes to this policy.

This personnel policy will be administered by the Town Manager or his/her authorized representative. Amendments to these rules and regulations shall be by resolution of the Selectboard.

## **SECTION 2: PERSONS COVERED**

This personnel policy applies to full-time, part-time and limited-term employees of the Town of Weathersfield. Except by separate written agreement, elected officers, members of Town boards and commissions, volunteers and persons who provide the Town with services on a contract basis are not covered by this policy.

Where a conflict exists between this policy and any individual employment contract, the latter will supersede this policy.

## **SECTION 3: EQUAL OPPORTUNITY**

The policy of the Town of Weathersfield is to maintain and promote equal employment opportunity. The Town will select candidates for employment on the basis of the candidates' qualifications for the job and treat employees fairly with respect to compensation and opportunity for training and advancement including upgrading and promotion without regard to age, sex, sexual orientation, marital status, race, color, national origin, religion, disability, veteran's status or any other category protected under local, state or federal law. Equality in such opportunities has been and will continue to be the basis policy of the Town.

## SECTION 4: EMPLOYMENT HARASSMENT AND DISCRIMINATION

The Town is committed in all areas to providing a work environment that is free from unlawful harassment and discrimination. Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, any other category of person protected under federal or state law, or against a qualified individual with a disability with respect to all employment practices. Vermont law also prohibits discrimination based on sexual

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

Examples of harassment include the following: insulting comments or references based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, disability, sexual orientation, ancestry, HIV status, place of birth; aggressive bullying behaviors; inappropriate physical contact or gestures, physical assaults or contact that substantially interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment; retaliation against an employee for complaining about the behaviors described above or for participating in an investigation of a complaint of harassment.

Petty slights, annoyances, and isolated incidents (unless serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

The Town will not tolerate unlawful harassment or discrimination based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, disability, sexual orientation, ancestry, HIV status, place of birth, or membership in a classification protected by law. Likewise, the Town will not tolerate retaliation against an employee for filing a complaint or for cooperating in an investigation of harassment or discrimination.

All employees, including supervisors and other management personnel, are expected and required to abide by this policy. Employees who are found to have engaged in harassment may face disciplinary action up to and including termination. Any individual who believes that she or he has been the target of this type of harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Every supervisor is responsible for promptly responding to, or reporting, any complaint or suspected acts of harassment. Supervisors should report to the Town Manager [who has been designated to receive such complaints or reports], or to the Chairperson of the Select Board [the head of this organization]. Failure by a supervisor to appropriately report or address such harassment complaints or suspected acts shall be considered to be in violation of this Policy.

Any employee who wishes to report harassment should file a complaint with:

Their immediate supervisor

or

Weathersfield Town Manager PO Box 550 Ascutney, VT 05030 (802)674-2626 If the complaint is against the Town Manager, the employee can file the complaint with the Selectboard

Selectboard Chair PO Box 550 Ascutney, VT 05030 (802)674-2626

A prompt, thorough and impartial investigation will be conducted, and confidentiality will be protected to the extent possible. If it is determined that unlawful harassment has occurred, the Town will take immediate and appropriate corrective action. No person will be adversely affected in employment with the Town as a result of bringing a complaint of unlawful harassment or discrimination.

Complaints of harassment or retaliation may also be filed (within 300 days) with the following agencies:

Vermont Attorney General's Office Civil Rights Unit 109 State Street Montpelier, VT 05609-1001 Tel: (802) 828-3171 (voice) (802) 828-3665(TTY)

Equal Employment Opportunity Commission JFK Federal Building 475 Government Center Boston, MA 02203 Tel: (617) 669-4000 (voice) 1-800-669-6820 (TTY).

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

## **SECTION 5: APPOINTMENT/PROBATIONARY PERIOD**

### **Type of Appointments**

For the purposes of this policy appointments will be made as follows:

- Full-time employee- an employee who works at least 30 hours per week on a regular and continuing basis.
- Part time employee- an employee who works fewer than 30 hours per week on a regular and continuing basis.
- Limited-term employee Limited term appointments are made when a special project requires the addition of employees for a specific time, or to fill a position of an employee on a leave of absence. Such employees shall be subject to all rules and regulations. Limited term employees will not receive the benefits provided for regular full or part time employees unless specified in their hiring letter.

#### **Probationary Period**

All new employees will be required to complete a one-year probationary period. The purpose of this probationary period is to determine whether or not the employee is suited for the job. During the probationary period, an employee can be terminated at any time at the sole discretion of the Town. Notwithstanding any other provisions in of this policy, an employee terminated during this probationary period will have no right to appeal such termination.

All promotions shall be subject to a one-year probationary period. If during this probationary period the Town determines that the job is not being satisfactorily performed, the employee shall be returned to his former job or a comparable position, if available, and the position shall be filled at the discretion of the Town Manager. Any person hired to fill a vacancy due to promotion will be hired to a limited-term appointment as defined in sec. V I, A, 6, for a period equal to the probationary period of the person being promoted.

During any probationary period, the probation can be extended by the Town Manager.

### SECTION 6: CONDUCT OF EMPLOYEES

All employees are considered representatives of the Town and as such are expected to conduct themselves in a courteous, helpful and respectful manner in all their interactions with the public, other employees, and elected and appointed officials. All employees are expected to faithfully execute the duties and responsibilities of their office to the best of their ability and in compliance with the provisions of this personnel policy. Employees shall not use their positions to secure special privileges or exemptions for themselves or others. Employees shall not use Town property or equipment for the employee's private use or for any use other than that which serves the public interest. Discipline and/or discharge may result from any action or inaction resulting in anything less than satisfactory performance. All employees will be fairly and consistently subject to the disciplinary and discharge procedures, given the facts of the individual case.

## **SECTION 7: HOURS OF SERVICE**

With the approval of the Town Manager, the Department Head shall prescribe the number of hours per day and per week of actual attendance on duty for employment in positions under his or her jurisdiction. The hours so established shall be construed as the normal work day or work week.

All road crew employees are expected to be available for work on an on-call basis, especially during the winter months. All Town employees are required to be available for work in the case of an emergency, weather-related or otherwise. If an employee is called in, during their off-duty time, they will receive a minimum of three hours pay.

All employees are expected to be in attendance during their regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible. Employees who are calling in sick are expected to notify their supervisor as soon as possible, but no later than one hour prior to their scheduled shift.

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

### **SECTION 8: PAY PLAN**

In accordance with the provisions of the Fair Labor Standards Act, as amended, it shall be the policy of the Town of Weathersfield to pay one and one-half times the hourly rate of pay to all non-exempt employees (except elected officials and exempt employees) for required work performed in excess of forty (40) hours during a given weekly pay period. Each employee shall fill out his/her weekly time sheet and submit it to his /her Department Head for approval. Sick leave, vacation leave, compensatory time, and holiday leave shall be counted as time worked for the purpose of computing overtime pay or compensatory time.

An hourly employee shall be paid for the actual number of hours worked during each pay period. Salaried employees shall be paid based on an annual rate divided by the number of pay periods per year. An employee absent without authorized leave may forfeit pay at the discretion of the Town Manager. When absent on authorized leave, each employee shall be paid at the regular rate, except as outlined in this policy. After one year's service, an employee who leaves the service of the Town shall be paid all unused, accrued vacation time.

The provisions of these regulations shall prevail except in cases where contrary contractual agreement exists between the employee and the Selectboard.

Non-exempt employees shall be compensated for a minimum of three hours of overtime when called in outside of scheduled working hours.

## SECTION 9: OUTSIDE EMPLOYMENT

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

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

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

## **SECTION 10: GIFTS AND GRATUITIES**

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

## **SECTION 11: POLITICAL ACTIVITY**

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

This personnel policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their views on political matters, so long as these views are clearly articulated as being those of the individual and not of the Town, and these activities do not interfere with the individual's ability to effectively perform his or her duties and take place or are expressed during non-working hours. Nor is this personnel policy to be construed as prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

## **SECTION 12: NEPOTISM**

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

A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

## Section 13: PERSONNEL RECORDS

Personnel records will be maintained for each employee of the Town. In accordance with Vermont's Public Records Law, any employee or the employee's designated representative may inspect his or her personnel file at a mutually agreeable time during regular office hours. The Town reserves the right to have its representative present at the time its files are examined. Copies of file contents, if needed by the employee, must be made by the Town's representative, not by the employee.

## **SECTION 14: USE OF TOWN EQUIPMENT**

Except as provided in the following section (Use of Town Computer System) the use of Town equipment or property for personal use is strictly prohibited. Employees should have no expectation of privacy regarding anything stored in or on Town-owned property or Town-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas may be searched at any time to retrieve work-related materials or to investigate violations of workplace rules.

## SECTION 15: USE OF TOWN COMPUTER SYSTEM

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

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

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

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

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

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

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

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

## **SECTION 16: PERFORMANCE EVALUATIONS**

Employees should be evaluated at least annually and may be subject to job performance evaluations at other times and in such manner as the Town Manager or his/her authorized representative deems reasonable. The results of such evaluations will be submitted to the employee, the employee's supervisor, the Town Manager and will become a part of the employee's personnel file.

Any annual evaluation with a rating of less than satisfactory (does not meet expectations) shall be accompanied with a needs improvement plan and may result in a probationary period of up to (90) days. Failure to improve during the probationary period may result in suspension without pay or termination.

Any employee with an annual evaluation with a less than satisfactory rating resulting in a needs improvement plan will not be eligible for any raises or promotions, including cost of living adjustments, until after the improvement plan is satisfactorily completed and a follow-up evaluation is completed showing a satisfactory rating in all areas.

## **SECTION 17: EMPLOYEE DISCIPLINE**

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

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

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance, or violation of the Town's policies, practices, or procedures. However, discipline may be issued for conduct that falls outside of those identified areas.

The Town also reserves the right to impose discipline for off-duty conduct that adversely impacts the legitimate interests of the Town. The Town reserves the right in its sole discretion to bypass progressive discipline and to take whatever action it deems necessary to address the issue at hand. This means that more or less severe discipline, up to and including termination, may be imposed in a given situation at the Town's sole discretion.

The Town also retains the right to unilaterally eliminate positions or reduce the work hours of a position or positions due to economic conditions, shortage of work, organizational efficiency, changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other reasons.

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

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

The Town will normally adhere to the following progressive disciplinary process, but reserves the right to bypass any or all steps of progressive discipline when it determines, in its sole discretion, that deviation from the process is warranted:

**Verbal warning** - For the first violation or any violation immediately following one year of no disciplinary action against the employee of any rule, inaction or prohibited action as defined above not, in the opinion of the Dept. Head serious enough for dismissal, the Dept. Head may issue an oral reprimand (using the Town's Oral and Written Reprimand Form) to the offending employee. Written records of oral reprimand shall be entered in the employee's personnel folder.

**Written warning-** A violation of any rule, inaction or prohibited action within one year of an oral reprimand or where more severe initial action is warranted, can result in the department head issuing a written reprimand to the offending employee (using the Town's Oral and Written Reprimand Form). The reprimand will be issued to the employee in conference with the Town Manager with a witness present and shall detail the incident necessitating the action and the rule or rules violated. A written record of oral reprimand signed by the Town Manager and conference witness shall be entered in the employee's personnel folder.

Suspension/Demotion - A violation of any rule, inaction or prohibited action, or any other behavior warranting disciplinary action within one year of an oral reprimand or where more severe initial action is warranted, can result in the Town Manager suspending or demoting an employee. Disciplinary suspension will be with or without pay for up to ten (10) working days. Such suspended or demoted employee shall be notified of such action in writing during a conference with the Town Manager with a witness present. The written notification will include a description of the incident necessitating the action or the rule violated. A copy of the written notification signed by the department head, Town Manager and the conference witness and shall be entered in the employee's personnel folder. Employees suspended shall also be informed in writing of the appeal procedure provided under these Personnel Rules and Regulations.

Termination-See Section 18

## **SECTION 18: EMPLOYEE TERMINATION PROCESS**

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

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

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

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

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

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

employee's failure to make a timely request for a post-termination hearing will result in such hearing being waived.

If a request for a post-termination hearing is made, the Selectboard will provide the employee with a notice informing the employee of the date, time, and place of the post-termination hearing before the Selectboard. The notice will inform the employee of his or her right to be represented by counsel, to present and cross-examine witnesses and to offer supporting documents and evidence.

At the post-termination hearing, the employee will be afforded the opportunity to address the basis for termination by hearing and examining the evidence presented against the employee, cross-examining witnesses and presenting evidence on his/her behalf. The Selectboard will make such determinations as may be necessary in the event of evidentiary objections or disputes. When the hearing is adjourned, the Selectboard, under the authority granted by 1 V.S.A. § 312(e), will consider the evidence presented in the hearing in deliberative session.

The Selectboard will render a written decision within fourteen calendar days after close of the hearing, unless otherwise agreed upon by the parties. If the action of the Selectboard is in favor of the employee, he or she shall be restored to his or her original position with full pay for the period since dismissal or suspension. The Selectboard can also reduce the disciplinary action to suspension without pay or reprimand.

The decision of the Selectboard shall be final.

## **SECTION 19: DISCIPLINARY APPEAL**

- Appeals from dismissal, demotion or suspension shall be made by an employee by applying in writing within five (5) working days of such dismissal, demotion or suspension, to the Town Manager.
- If a hearing is requested, the Selectboard shall hold a hearing as requested by the employee, within three (3) weeks of receipt of employee's written request for a hearing.
- At the hearing, the employee, at his/her discretion, may be present, present testimony, be represented by counsel, examine the evidence against him or her and cross-examine witnesses.
- The Selectboard shall make its decision and inform the appellant within seven (7) days.
- If the action of the Selectboard is in favor of the employee, he or she shall be restored to his or her
  original position with full pay for the period since dismissal or suspension. The Selectboard can also
  reduce the disciplinary action to suspension without pay or reprimand.
- The decision of the Selectboard shall be final.

## **SECTION 20: GRIEVANCES**

### Policy

A grievance is any matter considered by the employees as grounds for complaint, except in the case of personnel action arising out of discipline, dismissal, demotion or suspension. Adjustment for such complaints is separately provided for in Section 19.

It is the intent of the Town of Weathersfield to deal with grievances informally and supervisors as well as employees are encouraged to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which will be resolved only after a formal appeal and review. When this is the case the procedure listed hereunder will be followed.

#### Procedure

An employee who believes that inequitable treatment has been received because of some conditions of employment may personally or through representative's appeal for relief from that condition. The employee is expected to initially discuss any grievance with the Department Head. If the employee feels that the grievance has not been satisfactorily adjusted by the Department Head, he or she may present it to the Town Manager for consideration.

### SECTION 21: RESIGNATION

An employee who resigns his or her employment with the town shall be deemed to be terminated in good standing if he or she gives reasonable notice (normally a minimum of two weeks) to the Town Manager or his/her authorized representative of the employee's intention to resign. The notice should be in writing identifying the date of resignation and other circumstances of the resignation that are such as to justify good standing.

## SECTION 22: SEXUAL HARASSMENT

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

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

- submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or

 the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

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

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

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

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

Employees who are found to have engaged in sexual harassment may face disciplinary action up to and including termination.

Any employee who wishes to report sexual harassment should file a complaint with:

Weathersfield Town Manager PO Box 550 Ascutney, VT 05030 (802)674-2626 If the complaint is against the Town Manager, the employee can file the complaint with the Selectboard

Selectboard Chair PO Box 550 Ascutney, VT 05030 (802)674-2626

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

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

Vermont Attorney General's Office Civil Rights Unit 109 State Street Montpelier, VT 05609-1001 Tel: (802) 828-3171 (voice) (802) 828-3665 (TTY)

Equal Employment Opportunity Commission JFK Federal Building 475 Government Center Boston, MA 02203 Tel: (617) 669-4000 (voice) 1-800-669-6820 (TTY)

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

## **SECTION 23: ELIGIBILITY FOR BENEFITS**

Upon the first day of the month, in the month following the date of hire, a full-time or part-time will become eligible for the benefits provided to each employment classification. Details about those benefits, as they exist on the date of hire are included as an Appendix A to this Policy.

Limited term employees are not eligible for benefits unless specifically documented in the hiring letter or required by law.

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

Benefit costs will be supplemented by the Town at the rate set by the Selectboard during the budgeting process. If at any time an employee is on any type of unpaid leave by the Town, the employee may be responsible to cover the entire cost of all benefits.

**Opt-Out Program** 

Employees who are regularly scheduled to work 30 hours or more per week and who have medical coverage through another source are eligible for the Opt-Out choice. The Town offers Opt-Out to recognize the needs of our workforce by providing maximum flexibility in health care choices available to employees and their families.

This alternative allows employees who are covered under another medical or dental plan to "Opt-Out" of coverage and receive a cash payment in lieu of medical benefits. Employees choosing Opt-Out will receive \$1500.00-50% of the cost savings, not to exceed \$5000 annually, that will be paid in weekly payments based on the full amount being paid over a calendar year. New employees "Opt-Out" payment will be prorated to the remainder of the calendar year (50% of the savings divided by the number of weeks in a year multiplied the number of weeks left in the calendar year). These payments will be subject to applicable State and Federal taxes.

With this choice, employees would opt-out of medical coverage for themselves and their eligible dependents. For employees with dependent coverage, opt-out is for employee and family there is no other choice.

Medical benefits through the Town will be made available to Opt-Out participants should they lose their coverage provided by another source. Participants in the Opt-Out Program must sign a release and show proof of medical benefits through another source.

**Alternative Coverage** 

Employees who are eligible for health insurance coverage will be offered a choice of benefit plans. Employees choosing a less expensive plan will receive monthly payments equivalent to 50% of the resultant monthly savings to the Town compared to the most expensive plan offered, but not to exceed \$2500 annually. These payments will be subject to applicable State and Federal taxes. If the employee elects to have these savings directed into an eligible Health Savings Account 75% of the cost savings will be directly deposited into that account, not to exceed \$5000 annually.

## **SECTION 24: RETIREMENT**

The Town of Weathersfield participates in the Social Security Program and all employees are required to participate in this program. In addition, the Vermont Municipal Employees Retirement System is required of all eligible employees (24 or more hours per week) and qualifying elected officials. Application and full details can be obtained from the Town Manager.

Other optional retirement plans (IRS 457 Plans) are available through the Town with all contributions and fees paid by the participating employees.

## **SECTION 25: LEAVE**

The following types of leaves are officially established: parental leave and family leave, short term family leave, holiday, vacation, sick leave, bereavement leave, civil and jury leave, military leave, special leaves of absence, compensatory leave (time off in lieu).

Full-time or part-time employees wishing to observe religious holidays not listed by the Town Manager shall, at their option, be given time off without pay or have the time charged to their vacation.

No employee of the Town of Weathersfield shall be absent from duty without permission. Any absence of an employee from duty, including the absence of a single day or a part of a day, which is not authorized under provisions of these Rules, shall be investigated by the appropriate supervisor and shall be reported to the Town Manager or authorized representative for action. Any such absence may be cause for disciplinary action by the Department Head. Any employee who shall absent himself or herself without authorization shall forfeit all compensation for the period of such absence.

All leaves must be granted by the Department Head/Town Manager in conformance with rules established for each type of leave. All Department Heads shall maintain permanent records of any absence from duty of their employees and these shall be given to the Town manager or his/her authorized representative.

No leave can be transferred between employees.

#### PARENTAL AND FAMILY LEAVE

Eligible employees may receive leave as described in the Vermont Parental and Family Leave Act (VPFLA). This state law will determine employee eligibility, the qualifying reasons for such leave and the length of leave.

The Town reserves the right to designate any qualifying leave of absence granted under this policy as leave under the VPFLA.

A request for leave must be made to the employee's supervisor/Town Manager. Where an employee's leave request is covered by the VPFLA, the Town will adhere to the law that provides the most benefits to the employee.

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

#### SHORT TERM FAMILY LEAVE

In accordance with the 21 V.S.A. § 472a, eligible employees (employed by the Town for at least one year for an average of at least 30 hours per week) may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve-month period for the following purposes:

- To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child, or ward who lives with the employee, such as a parent-teacher conference;
- To attend or accompany the employee's child, stepchild, foster child, or ward who lives
  with the employee or the employee's parent, spouse or parent-in-law to routine medical
  or dental appointments;
- To accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; or

 To respond to a medical emergency of the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law.

At the option of the employee, accrued paid leave may be used. Before taking leave under this section an employee shall make a reasonable attempt to schedule appointments outside of regular work hours.

A request for leave must be made to the employee's supervisor/Town Manager. An employee shall provide the Town with the earliest possible notice of the intent to take short term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency where the required seven-day notice could have a significant adverse impact on the family member of the employee.

#### HOLIDAY LEAVE

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

- New Year's Day (January 1)
- Presidents Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Columbus Day (second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)
- Floating Holiday (Town Managers Discretion)
- Easter Sunday will be considered a **Holiday for Transfer Station Employees Only** Because it always falls on a Sunday, and because many of the holidays listed above are observed on weekdays when Transfer Station Employees do not work.

Employees scheduled to work 40 hours a week will receive a full day's pay (10 hours) of pay for each qualifying holiday listed above. Employees working under 40 hours per week, will receive holiday leave pay for the number of hours in the employee's typical work day on which the holiday falls, at the employee's regular rate of pay.

If employee works a holiday they will be compensated at time and one half plus the proper amount of holiday time.

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

Any time a holiday falls on the weekend the transfer station will be closed, and the employees will be given holiday pay for that holiday.

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

Town Meeting Day is not a recognized paid holiday by the Town of Weathersfield. 21 V.S.A. § 472b states an employee is entitled to take unpaid leave from employment for attending his or her annual town meeting,

provided the employee notifies the employer at least seven days prior to the date of the town meeting and provided that such leave does not interrupt the essential operation of town government. The employee may also choose to use vacation leave or unpaid leave for this purpose.

#### **VACATION LEAVE**

Unless otherwise specifically agreed, with prior Selectboard approval, upon the first day of the month following the date of hire eligible employees will begin to earn vacation time. Vacation time, based on an annual amount, will accrue monthly as shown below:

- 0-2 years = 40 hours of annual vacation (1 week) accrues at a rate of 3.33 hours per month
- 3-9 years = 80 hours of annual vacation (2 weeks) accrues at a rate of 6.67 hours per month
- 10-15 years = 120 hours of annual vacation (3 weeks) accrues at a rate of 10 hours per month
- 16+ years = 160 hours of annual vacation (4 weeks) accrues at a rate of 13.33 hours per month
- Employees working less than 40 hours a week will accrue pro-rated vacation time based on their regularly scheduled hours.

All employees are strongly encouraged to take their vacation leave on an annual basis. With the expectation that vacation time is to be used, a cap limits maximum vacation time accrual to two hundred (200) hours. Accrued time in excess of the maximum is irretrievably forfeited.

Vacation is to be requested by the employee on forms provided by the Town, and approved at the discretion of the Department Head. The request will then be turned in to the Town Office for record keeping purposes.

The Town Manager may, upon written request of the employee, pay an employee for up to 80 hours of accrued vacation time in lieu of it being taken provided one of the following conditions exist:

- 1. A bona fide hardship (Determined by the Town Manager)
- 2. The employee has taken at least 40 hours of vacation that year and the Town Manager determines that the fiscal impact can be absorbed by the budget.

Upon termination, an employee shall be paid for all accrued but unused vacation time at his or her regular hourly rate at the time of termination. Payment will be at the next regularly scheduled pay day (or within 72 hours if the employee is discharged). This vacation payout will be paid in a single check, separate from the employee's normal paycheck.

#### SICK LEAVE

Employees scheduled to work 40 hours a week will accrue 8 hours of paid sick leave per month. All other employees will receive prorated sick leave pay based on the number of hours the employee is regularly scheduled to work in a week. Sick leave can be carried over from year to year with a maximum of 720 hours being carried over from one year to the next.

An employee may use sick leave for an illness or injury that prevents the employee from performing the employee's job duties. An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

- A physical or mental illness
- A medical appointment

- For maternity leave
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- To care for a sick or injured child, parent, grandparent, spouse, sibling or parent-in-law
- A funeral not eligible for Bereavement Leave.
- A meeting for social or legal services related to a physical or mental illness
- Any other appointments authorized in advance by the employee's supervisor.

All employees will receive sick leave pay at the employee's regular rate of pay for normally scheduled hours. Part time and Limited-Term employees will not be eligible to use sick leave for time the employee is not normally scheduled to work.

The use of sick leave for more than three (3) consecutive workdays will require a certificate from a licensed health practitioner stating the necessity of the absence.

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

#### BEREAVEMENT LEAVE

Employees may be provided with up to three paid bereavement leave days related to the death of a close family member, domestic partner or member of an employee's household. Part time and Limited-term employees will only be compensated for their normally scheduled hours. The exact amount of time off is dependent upon the circumstances and subject to supervisor approval. For purposes of this policy, close family member is defined as the following: spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt, uncle, niece, nephew, parent-in-law, or sibling-in-law.

If additional time off is needed, or if time off is needed for the funeral of a friend or a relative who is not an immediate family member as defined above, nor a domestic partner, nor member of an employee's household, the employee's supervisor may grant, on a case-by-case basis, the use of a reasonable amount of accrued sick leave, if available, or, if not, vacation or unpaid leave. The amount of such time off, if approved, will depend upon the individual circumstances such as the distance to be traveled, closeness of the employee's relationship with the person who died or his/her family, and the employee's level of responsibility in making funeral or other arrangements.

Paid bereavement leave does not accrue and thus, when not used, is not carried forward into the next year nor compensated upon separation from employment.

## Civil Duty and Jury Leave

All employees entitled to vote in national, state, and Municipal elections shall, when necessary, be allowed sufficient time off with pay to exercise this right. Approval of such leaves shall be given by the Department Head.

Should any employee be called for jury duty within any state or federal judicial court, the town shall pay to the employee the difference between the employee's actual salary and that received from the court.

#### Military Leave

The Town will comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4303 et seq., and 21 V.S.A. §§ 491 et seq. Employees who take military leave for 30 days or less, subject to the provisions of these laws, will be paid only that portion of his/her regular salary which will, together with the military pay, equal his/her total normal salary for the same pay period. Employees who take military leave in excess of 30 days, subject to the provisions of these, laws will be granted leave without pay. At the option of the employee, any paid leave accrued prior to the commencement of the leave may be used.

### Special Leaves of Absence

Special leaves of absence, normally not to exceed ten (10) days, may be granted with or without pay, or unusual reasons, with the approval of the department head and Town Manager when it is, in their opinion, in the best interest of the community.

#### **Compensatory Time**

In place of overtime pay, the town, at its discretion, may provide nonexempt employees with compensatory time off ("comp time") subject to the following conditions:

- Comp time is earned at a rate of one and one-half hours for each hour worked in excess of forty hours actually worked in any workweek.
- An employee may accrue a maximum of 100hours of comp time. An employee who has
  accrued 100 hours of comp time will be paid overtime compensation for additional overtime
  hours of work.
- An employee may, at the Town's discretion, be paid in cash in lieu of comp time off.
- An employee receiving payment for accrued comp time will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.
- Upon termination from employment, an employee will be paid for unused comp time at a rate not less than the average regular rate of pay received by the employee during the last three years of employment or the employee's final regular rate of pay, whichever is higher.

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

## SECTION 26: WORKPLACE HEALTH AND SAFETY

## Vermont Occupational Safety Hazards Act (VOSHA)

In the interest of the safety and well-being of town workers, all employees shall acquaint themselves with the rules and regulations of the Vermont Occupational Safety Hazards Act (VOSHA). All Department Heads shall be responsible for enforcing safety rules as required by VOSHA or adopted by the Town.

All employees shall conduct themselves in a safe manner at all times in accordance with these regulations and shall not violate the VOSHA regulations. Any defective, unsafe equipment, or practice shall immediately be brought to the attention of the Department Head or his/her authorized representative, and use of such unsafe equipment or practice shall cease immediately.

### **Smoking Policy**

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

#### DRUG - FREE WORKPLACE POLICY

As an employer, the town of Weathersfield is responsible for maintaining safe, efficient working conditions for its employees by providing a drug-free workplace. An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user, but to co-workers and the general public at large. Therefore, the following conduct is prohibited during working hours, while using municipal equipment, and/or while on municipal property:

- The use of alcohol;
- The use of drugs except in the manner prescribed by a duly-licensed physician or dentist;
- Being under the influence of drugs or alcohol;
- The possession, sale, transfer, or purchase of illegal drugs.

An employee who engages in any of the above behaviors will be subject to disciplinary action up to and including termination.

Any employee on municipal premises who appears to be under the influence of, or who possesses illegal or non-medically authorized drugs, or who has used such drugs on municipal premises, will be temporarily relieved from duty pending further investigation.

An employee shall notify his Supervisor/Manager of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Failure to do so will result in discipline, up to and including dismissal.

If a convicted employee works in federally funded program, the involved federal grant agency shall be notified of the conviction within ten (10) days of the municipality's receiving the notice of the conviction. In the case of the Vermont Community Development Program, notify the Department of Housing and Community Affairs.

An employee convicted under any criminal drug statute for a violation occurring in the workplace, while on or off duty, or on duty away from the workplace, shall be immediately dismissed for the first offense.

In the absence of compelling mitigating circumstances, an employee convicted under any criminal drug statute for a violation not occurring in the workplace while not on duty shall be subject to immediate dismissal for the first offense if convicted of a felony. If the conviction is not a felony, discipline up to and including dismissal may be imposed, including for the first offense, provided that there is a nexus between the offense and the job of the employee.

Appropriate disciplinary and/or corrective action is to be taken within thirty (30) days after the employer receives notice of a conviction. This, however, is not be construed to limit the authority of the employer to take such action thereafter. Any disciplinary action must comply with the collective bargaining agreement, Section 504 of the Rehabilitation Act of 1978, and the Americans with Disabilities Act, if applicable.

If the use of legal drugs endangers safety, management may reassign work on a temporary or permanent basis.

In addition to this policy, employees who operate commercial motor vehicles (CMVs) for the Town are also subject to the provisions of the Town's policy on drug and alcohol testing.

Each employee of the municipality will make a good faith effort to maintain a drug-free workplace and uphold and promote this policy.

## **SECTION 27: SEVERABILITY AND EFFECTIVE DATE**

No section of this Policy shall be construed to supersede or replace any Vermont statute.

This Policy shall be entered in the minutes of the Select Board's meeting, recorded with the Town Clerk, and posted at the regular meeting site of the Select Board.

The foregoing Policy is hereby adopted day of March, 2017.	d by the Sele	ect Board	of the To	wn of W	eathers	field, V	ermont	, this <sup>9</sup>	)th
Kelly Murphy (Chair)									
Lynnette Esty (Vice-Chair)									
Amy Beth Main									
C. Peter Cole									
 Dan Boyer									

# Personnel Acknowledgement

	l,, acknowledge that:							
Α.	I received a copy of the Town's personnel policy on and it is my responsibility to familiarize myself with its contents;							
В.	I understand that it is my responsibility to ask questions if there is anything in the policy that I do not understand;							
C.	. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Town;							
D.	<ul> <li>I acknowledge that this policy replaces any and all prior versions and that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;</li> </ul>							
F.	I acknowledge that it is my responsibility to comply with all the provisions of the Town's personnel policy.							
	Employee's Signature Date							

## TOWN OF WEATHERSFIELD

PERSONNEL RULES AND REGULATIONS

#### TOWN OF WEATHERSFIELD

### PERSONNEL RULES AND REGULATIONS

#### SECTION I

#### NAME OF ADMINISTRATION RULES AND AUTHORITY

These rules shall be known and cited as "Personnel Rules" and are hereby adopted pursuant to the provisions of Title 24, Vermont Statutes Annotated, Chapter 33, Subchapter 11, sections 1121 and 1122.

Employment with the Town of Weathersfield is not for any definite period or succession of periods, and may be terminated either by the employee or by the town at any time without notices, except as provided by this manual. Wages or salary and any accrued and unused vacation allowable under these rules and regulations, shall be due to the employee only to the day and hour of termination.

This manual and the provisions contained herein do not constitute a contract to employment in whole or in part. The town reserves the right to add, amend or delete any benefit or policy stated herein at any time, except as otherwise committed to by formal contract agreements. The Selectboard will, however, consult with the Town employees or their authorized representative prior to making any changes to this policy.

#### SECTION II

#### PERSONS COVERED

These rules and regulations shall be applicable to all persons employed by the Town of Weathersfield with exception of Elected Officers, members of Boards and Commissions, employees of the School District, persons employed in a professional capacity to make special and temporary studies, investigations and/or inquiries and other positions to which no compensation is attached. It is expected that all Elected Officers will agree to follow this policy wherever applicable.

#### SECTION III

### <u>ADMINISTRATION</u>

These rules and regulations shall be administrated by the Town Manager or his/her authorized representative. Amendments to these rules and regulations shall be by resolution of the Selectboard.

#### SECTION IV

#### RECRUITMENT

- A. Qualified applicants residing in the community shall be given preference in filing for vacancies with the town. Applications for positions may be solicited from persons outside the Town of Weathersfield at the option of the Town Manager.
- B. As part of the pre-employment procedure, former supervisors, employers, and references provided by applicants shall be checked as a precaution against obtaining undesirable employees. Reference checks made by personal or telephone contact shall be documented. These reference checks shall be completed prior to an offer of employment and the information shall be made part of the application file. All such information is to be handled as privileged and confidential information.
- C. All full and part time positions shall be posted and advertised in local newspaper stating position, title, approximate salary and application process requirements may be waived to ensure provision of continuous Town services to its citizens.
- D. When an emergency hiring situation is declared by the Town Manager any of the application process requirements may be waived to ensure provision of continuous Town services to its citizens.
- E. The policy of the Town of Weathersfield is to maintain and promote equal employment opportunity. The Town will select candidates for employment on the basis of the candidates' qualifications for the job and treat them fairly with respect to compensation and opportunity for training and advancement including upgrading and promotion without regard to age, sex, race, religion, handicap or national origin. Equality in such opportunities has been and is the basis policy of the Town.

#### SECTION V

#### **SELECTION**

All appointments to positions in the service of the Town of Weathersfield shall be made according to merit and fitness. Education, experience, aptitude, knowledge, skills, character, physical fitness (where necessary for the essential functions of the position), personality, or any other qualifications deemed necessary for the satisfactory performance of the duties of the position to be filled shall be considered with weights assigned to each factor as may be deemed proper by the Town Manager or his/her authorized representative or such advisory examining committee as may be appointed.

#### SECTION VI

#### APPOINTMENT / PROBATIONARY PERIOD

#### A. Type of Appointments

- 1. <u>Full-Time:</u> A full-time employee works on a continuing basis (indefinite term). The full-time employee is subject to all rules and regulations and receives all benefits and rights as provided by the "Personnel Rules."
- 2. <u>Student Appointments</u>: Student appointments have the purpose of affording students of public administration or other professional areas an opportunity to gain actual work experience. Such appointments are fora definite period of time, not to exceed 12 months, and require the approval of the Town Manager or his/her authorized representative.
- 3. <u>Emergency Appointments:</u> In order to prevent stoppage of public business or loss or serious inconvenience to the public, appointment of employees on a temporary basis may be authorized by the Town Manager or his/her authorized representative in accordance with these rules for a period not to exceed sixty (60) days.
- 4. Permanent Part-Time Employees: Permanent part-time employees are employees who work less than the normal week but on a regular basis. Permanent part-time employees working 30 or more hours per week shall be subject to all rules and regulations and receive all benefits and rights as provided by the Personnel Rules. Exception: For purposes of determining benefits, three persons who began work with the Town prior to enactment of this policy will be treated as though they were full-time employees, as defined in sec. VI A, 1, as long as they remain continuously employed by the Town in a position of equal or higher responsibility. These persons are Carol Daniels, Flo-Ann Dango, and Philip Golding.
- 5. <u>Part-time Employees:</u> These employees who work less than 30 hours per week and are not eligible for benefits under these personnel rules.
- Limited-term Appointments: Limited term appointments are made when a special project requires the addition of employees for a specific time, or to fill a position of an employee on a leave of absence. Such employees shall be subject to all rules and regulations and receive all benefits and rights as provided by the Personnel Rules during their term of employment.

7. <u>Seasonal Employees:</u> These are hired for a specific project of short duration and are not eligible for benefits under these Personnel Rules.

#### B. Probationary Period

All promotions shall be subject to the ninety (90) days probationary period, and may be extended to 1 year. If during this probationary period the Town determines that the job is not being satisfactorily performed, the employee shall be returned to his former job or a comparable position, if available, and the position shall be filled at the discretion of the Town Manager. Any person hired to fill a vacancy due to promotion will be hired to a limited-term appointment as defined in sec. V1, A, 6, for a period equal to the probationary period of the person being promoted.

#### SECTION VIII

#### **EVALUATIONS**

All employees of the Town of Weathersfield will be evaluated a minimum of once a year. Such evaluations will be in writing and signed by both the employee and the Department head following a conference during which the evaluation is discussed. The signature of the employee does not indicate that he or she agrees with the evaluation, only that the evaluation has been shown and discussed.

The signed written evaluation will be provided to the employee and a copy thereof placed in the employee's confidential file. The employee may, at any time during business hours, view his/her file in the presence of the Town Manager or his/her authorized representative.

Any annual evaluation with a rating of less than satisfactory may result in a sixty (60) to ninety (90) day probationary period (see Section VI B). Improved performance and subsequent evaluation can result in the probationary status concluding.

Failure to improve during the probationary period may result in suspension without pay or termination.

During the probationary period there will be no reduction in pay or loss of fringe benefits.

#### DISCIPLINE AND DISCHARGE

#### A. General Policy

The Town of Weathersfield exists to provide services to its citizens and therefore has a responsibility to perform these services in the most effective and efficient manner possible.

The same is required of town employees. Discipline and/or discharge will result from any action or inaction resulting in anything less than satisfactory performance. All employees will be fairly and consistently subject to the disciplinary and discharge procedures, given the facts of the individual case.

### B. Employee Actions or Inactions Resulting in Discipline and/or Discharge

- 1. The Town Manager or his/her authorized representative may immediately dismiss an employee whenever in his/her opinion the employee's work or conduct so warrants. On the job reasons for dismissal may include, but are not limited to: insubordination, use or being under the influence of drugs or alcohol while on duty, dishonesty, recklessness on the job, failure to obey a reasonable order either verbal or written, falsification of application forms, fighting on duty, convictions of offenses against the law which would affect the employee's performance, violation of any Town rules which result in serious personal or property damage, or use of abusive language toward a superior or the general public.
- 2. Other violations of Town work rules or these Rules and Regulations or employee actions or inactions including those listed as follows shall result in a vocal or written reprimand, suspension without pay or dismissal as detailed below: abuse of sick leave, failure to request leave in advance, leaving without permission, unexcused absences, chronic absenteeism, unexcused or excessive lateness; carelessness, negligence, short cuts, horseplay, gambling, sleeping on duty, theft, disregard for safety rules, possession of firearms or dangerous weapons on duty without supervisor's permission, willful damage to Town property and falsifying work records. This list is not inclusive and is exemplary only.
- 3. The Drug-Free Workplace Policy as adopted by the Selectboard on Feb. 18, 1993, is hereby included as part of this policy and attached hereto.

### C. Oral and Written Reprimands

- 1. For the first violation or any violation immediately following six months of no disciplinary action against the employee of any rule, inaction or prohibited action as defined above not, in the opinion of the Dept. Head serious enough for dismissal, the Dept. Head may issue an oral reprimand to the offending employee. Written records of oral reprimand shall be entered in the employee's personnel folder. Such record shall be removed from the employee's personnel folder six months after its inclusion provided no other disciplinary action has transpired during that time.
  - If additional disciplinary action is required during this six month period, the record of the initial oral reprimand shall only be removed upon completion of a six month period without any disciplinary action.
- 2. A violation of any rule, inaction or prohibited action within six (6) months of an oral reprimand or where more severe initial action is warranted, can result in the department head issuing a written reprimand to the offending employee. The reprimand will be issued to the employee in conference with the Town Manager with a witness present and shall detail the incident necessitating the action and the rule or rules violated. A written record of oral reprimand signed by the Town Manager and conference witness shall be entered in the employee's personnel folder. Such record shall be removed from the employee's personnel folder six (6) months after its inclusion provided no other disciplinary action has transpired during that time.

If additional disciplinary action is required action is required during this six (6) month period, the record of the written reprimand shall only be removed upon completion of a six (6) month period without any disciplinary action.

### D. Suspension Without Pay

A violation of any rule, inaction or prohibited action, or any other behavior warranting disciplinary action within six (6) months of an oral reprimand or where more severe initial action is warranted, can result in the Town Manager suspending an employee without pay for up to ten (10) working days. Such suspended employee shall be notified of such action in writing during a conference with the Town Manager with a witness present. The written notification will include a description of the incident necessitating the action or the rule violated. A copy of the written notification signed by the suspending officer and the conference witness shall be entered in the employee's personnel folder. Such record shall be removed from the employee's personnel file upon successful completion of six (6) months service without disciplinary action. Employees suspended shall also be informed in writing of the appeal procedure provided under these Personnel Rules and Regulations.

#### E. Dismissal

The Town Manager or his/her authorized representative may immediately dismiss (1) any employee who actions or inactions violate Town rules and regulations as set forth in the paragraphs above; or (2) any employee whose action or inaction violates any Town rules or regulations within a six (6) month period following a disciplinary suspension as prescribed in paragraph D above.

The dismissed employee will be notified of such action during a conference with the Town Manager or his/her authorized representative with a witness present and will include the incident necessitating the action or the rule violated. An employee so dismissed shall also be informed in writing of the appeal procedure provided under these Personnel Rules and Regulations.

#### SECTION IX

#### APPEAL PROCEDURE

- A. Appeals from dismissal, demotion or suspension shall be made by an employee by applying in writing within five (5) working days of such dismissal, demotion or suspension, to the Town Manager.
- B. If a hearing is requested, the Selectboard shall hold a hearing as requested by the employee, within three (3) weeks of receipt of employee's written request for a hearing.
- C. At the hearing, the employee, at his/her discretion, may be present, present testimony, be represented by counsel, examine the evidence against him or her and cross-examine witnesses.

- D. The Selectboard shall make its decision and inform the appellant within seven (7) days.
- E. If the action of the Selectboard is in favor of the employee, he or she shall be restored to his or her original position with full pay for the period since dismissal or suspension. The Selectboard can also reduce the disciplinary action to suspension without pay or reprimand.
- F. The decision of the Selectboard shall be final.

#### SECTION X

#### **GRIEVANCES**

#### A. Policy

It is the intent of the Town of Weathersfield to deal with grievances informally and supervisors as well as employees are encouraged to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which will be resolved only after a formal appeal and review. When this is the case the procedure listed hereunder will be followed.

A grievance is any matter considered by the employees as grounds for complaint, except in the case of personnel action arising out of discipline, dismissal, demotion or suspension. Adjustment for such complaints is separately provided for in Section IX.

#### B. Procedure

An employee who believes that inequitable treatment has been received because of some conditions of employment may personally or through representatives appeal for relief from that condition. The employee is expected to initially discuss any grievance with the Department Head. If the employee feels that the grievance has not been satisfactorily adjusted by the Department Head, he or she may present it to the Town Manager for consideration.

#### SECTION XI

#### CONDUCT OF EMPLOYEES

#### A. Hours of Service

With the approval of the Town Manager, the Dept. Head shall prescribe the number of hours per day and per week of actual attendance on duty for employment in positions under his or her jurisdiction. The hours so established shall be construed as the normal work day for work week.

#### B. General Obligations

Every employee shall fulfill to the best of his or her ability the duties and responsibilities of the employee's position. The employees shall, during their hours of duty, be subject to such other laws, rules and regulations that pertain, devote their full time attentions and efforts to their office and employment. Employees shall not use their positions to secure special privileges or exemptions for themselves or others. Employees shall not use Town property or equipment without written authorization from the Town Manager or his/her authorized representative for the employee's private use or for any use other than that which serves the public interest. Such private use of Town property or equipment is seriously discouraged and shall be approved only in emergency situations as determined by the Town Manager or his/her authorized representative.

#### C. Attendance

No employee of the Town of Weathersfield shall be absent from duty without permission. Any absence of an employee from duty, including the absence of a single day or a part of a day, which is not authorized under provisions of these Rules, shall be investigated by the appropriate supervisor and shall be reported to the Town Manager or authorized representative for action. Any such absence may be cause for disciplinary action by the Department Head. Any employee who shall absent himself or herself without authorization shall forfeit all compensation for the period of such absence. For a period not exceeding three to four hours and for proper cause, Department Heads shall be able to excuse a subordinate from reporting or being present for duty.

#### D. Political Activity

An employee shall not use his or her official authority for the purpose of interfering with or affecting the nominations or election of any candidate for public office in the Town of Weathersfield. This rule is not to be construed to prevent a town employee from becoming or continuing to be a member of any political party or from attending political meetings or signing petitions for a candidate for public office.

### E. Receipt of Gifts

No person in the service of the Town of Weathersfield shall either directly or indirectly give, render, pay or receive any service or other valuable thing for or on account of or in connection with any appointment, proposed appointment, promotion or proposed promotion. Any employee who receives a gift or is offered a gratuity in excess of \$20.00, from any source by virtue of the fact that he or she is a town employee shall within twenty-four hours inform the Department Head. Failure to report such gifts or gratuities, or offer thereof, may present grounds for suspension or dismissal. The Department Head shall, in turn, inform the Town Manager or his/her authorized representative of all gifts or gratuities offered or received by the department whether individual or collective. The Town Manager will decide whether or not such gifts or gratuities may be accepted.

#### F. Contracts

No elective or appointive officer or employee of the Town of Weathersfield shall be beneficially interested directly or indirectly in any contract with the Town, regardless of amount, or furnish any material, or perform any labor, except in the discharge of his or her official duties, unless such contract shall have been awarded upon bids advertised for by publication. Such publication shall be at least two (2) times in the newspaper of record as annually designated by the Selectboard; the second publication shall be at least seven (7) days prior to the opening of such bids. No officer or employee of the Town shall take part in any decision concerning the business of the Town in which he or she haws a direct or indirect financial interest, aside from his or her salary as an officer or employee, greater than any other citizen or taxpayer in the Town. This section shall not apply in the event of an emergency where immediate action shall be deemed more important to the Town than the receipt of formal bids.

#### G. Resignation

An employee who resigns his or her employment with the town shall be deemed to be terminated in good standing if he or she gives reasonable notice beforehand to the Town Manager or his/her authorized representative of the employees intention to resign and if other circumstances of te termination are such as to justify good standing.

#### H. Sexual Harassment

It is the policy of the Town of Weathersfield that all employees are responsible for assuring that the workplace is free from sexual harassment. Because of the Town's strong disapproval of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment, including:

- (a) unwelcome sexual advances;
- (b) requests for sexual acts or favors;
- (c) other verbal or physical conduct of harassing nature.

Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers, or visitors must bring the problem to the attention of their immediate supervisor, the Department Head or the Town Manager or his/her authorized representative. If the complaint involves someone in the employee's direct line of command, then the employee may go directly to the next higher person in the line of command with the complaint.

Complaints of sexual harassment shall be investigated promptly. The determination of whether or not a particular action constitutes sexual harassment shall be made from the facts on a case-by-case basis. In determining whether alleged conduct constitutes sexual harassment, the Town Manager shall look at their record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. If sexual harassment is found to exist, prompt corrective action shall be taken.

### Town of Weathersfield Personnel Policy

The Weathersfield Selectboard hereby approves the following amendment to Section XII of the Town of Weathersfield Personnel Policy (old matter in brackets, new matter underscored).

Section XII Hospitalization, Medical, and Dental Insurance

#### A. General

[Upon the first day of the month following the probationary period a full-time, permanent part-time, or eligible limited term Town of Weathersfield employee or qualified elected official will become eligible for group health and dental coverages as then offered by the town. Application to enroll in these plans must be made through the Treasurer's Office before the end of the probationary period.)

#### **B**. Opt-Out Program

Employees who are regularly scheduled to work 30 hours or more per week and who have medical coverage through another source are eligible for the Opt-Out choice. The Town offers Opt-Out to recognize the needs of our workforce by providing maximum flexibility in health care choices available to employees and their families.

This alternative allows employees who are covered under another medical or dental plan to "Opt-Out" of coverage and receive a cash payment in lieu of medical benefits. Employees choosing Opt-Out will receive monthly payments equivalent to one-half of the Town's monthly premium cost of the standard policy to which the employee would otherwise be entitled. These payments will be subject to applicable State and Federal taxes.

With this choice, employees would opt-out of medical coverage for themselves and their eligible dependents. For employees with dependent coverage, opt-out is for employee and family—there is no other choice.

Medical benefits through the Town will be made available to Opt-Out participants should they lose their coverage provided by another source. Participants in the Opt-Out Program must sign a release and show proof of medical benefits through another source.

#### C. Alterative Coverage

Employees who are eligible for health insurance coverage will be offered a choice of either of two (2) benefit plans. Employees choosing the less expensive plan will receive monthly payments equivalent to one-half (½) of the resultant monthly savings to the Town. These payments will be subject to applicable State and Federal taxes.

Employees wishing to change their coverage to the lower cost plan beginning July 1, 1994, may do so by notifying the Town Treasurer by June 10, 1994. After this initial change, employees will only be allowed to change coverage on January 1 of each year, by notifying the Treasurer prior to December 1 of the previous year.

Approved this 16th day of May, 1994

Frederick W. Crowley, Chair

Neil H. Daniels

Peter J. Skalaban, Sr.

Richard A. Ballantine

Jeffrey R. Whittemore

#### SECTION XIII



#### HOSPITALIZATION, MEDICAL AND DENTAL INSURANCE

Upon the first day of the month following the probationary period a full-time, permanent part-time, or eligible limited term Town of Weathersfield employee or qualified elected official will become eligible for group health and dental coverages as then offered by the town. Application to enroll in these plans must be made through the Treasurer's Office before the end of the probationary period.

#### SECTION XIIII

#### **RETIREMENT**

The Town of Weathersfield participates in the Social Security Program and all employees are required to participate in this program. In addition, the Vermont Municipal Employees Retirement System is required of all full-time employees and qualifying elected officials. Application and full details can be obtained from the Town Manager.

#### SECTION XIV

#### SICK LEAVE

- A. All full-time employees and qualified elected officials are entitled to one (1) day of sick leave per month. Sick leave may be accumulated up to a maximum of ninety (90) days. However, upon termination of employment voluntarily, involuntarily, or upon retirement, no compensation shall be granted for any unused portion of sick leave remaining. If an employee runs out of sick leave, he or she may use vacation time, if authorized by the Town Manager.
- B. Sick leave days earned shall equal eight (8) hours pay at the employee's regular straight time rate. More than three (3) consecutive work days of absence to be compensated under this section shall require a certificate from a licensed physician stating the necessity of the absence.
- C. Accrued sick leave or vacation leave, not to exceed six (6) weeks, consistent with existing policy, may be used by the employee during parental or family leave. However, utilization of accrued vacation leave shall not extend the leave provided in subsection "A" above.
- D. The employer shall continue employment benefits for the duration of the leave. The employer may require that the employee pay the entire cost of the benefits during the leave at existing employer rates.
- E. Written notice of intent to take parental leave shall be given the employer, including date of leave expected to commence and estimated duration of the leave, six weeks prior to the anticipated commencement of the leave. Upon approval by the Town Manager or his or her authorized representative, an employee may return from leave earlier or later than estimated.

- F. Upon return from parental leave, the employee shall be offered the same or comparable job at the same level of compensation, employment benefits, seniority or any other term or condition of employment existing on the day leave began. 21 VSA 472.
- G. Except for serious illness, an employee who upon completion of parental or family leave does not return to the employment of the Town of Weathersfield, will have to return to the Town the value of any compensation paid to or on behalf of the employee during the leave 3 except payments for accrued sick leave or vacation leave.

#### SECTION XVI

#### LEAVES OF ABSENCE

#### A. General Policy

The following types of leaves are officially established: holiday, vacation, sick leave, parental leave, family leave, injury leave, death in the family, leave without pay, and in the case of salaried personnel, compensatory leave (time off in lieu). All leaves may be granted by the Department Head in conformance with rules established for each type of leave. All Department Heads shall maintain permanent records of any absence from duty of their employees and these shall be given to the Town Treasurer who is the official timekeeper.

#### B. Holidays

The following holidays shall be official holidays together with any other day so proclaimed by the Selectboard:

New Year's Day
President's Day
Memorial Day
Thanksgiving Day
Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees will have one additional holidays specified by the Town Manager at the beginning of each year.

All municipal departments and offices shall observe on the preceding Friday any legal holiday which falls on a Saturday and on the following Monday any legal holiday which falls on a Sunday.

Full-time hourly employees shall be compensated for holidays as though the employee has worked his or her normal work day. Any full-time hourly employee who is <u>required</u> to work on a holiday shall, in addition to the holiday pay, be paid at his regular rate. Since, in most cases, the additional pay will be for time in excess of 40 hours, the employee will, in effect, be paid two and one half (2 ½) times his or her regular rate for working on a holiday. (See Section XVII, A)

Permanent part-time employees shall be compensated for holidays on a pro-rated basis, with the same exception as in sec. VI, A, 4.

Full-time employees or permanent part-time employees wishing to observe religious holidays not listed by the Town Manager shall, at their option, be given time off without pay or have the time charged to their vacation.

#### C. Vacation

Annual vacation leave, based on continuous service, shall be granted on the following basis for all full-time employees and "grand fathered" employees as in sec. VI, A, 4.

After one (1) year - One (1) week
After two (2) years - Two (2) weeks
After ten (10) years - Three (3) weeks
After fifteen (15) - Four (4) weeks

One week is the equivalent of one regular work week and represents the number of days and hours which the employee normally works each week. All employees are encouraged to take their vacation leave annually. A maximum of up to one week accrued vacation time may be carried over. Should the leave time not be taken during the following year, it shall be forfeited. Vacations will be taken at the discretion of the Department Head. Upon termination an employee shall be paid for accrued vacation.

Permanent part-time employees will receive prorated vacation leave based on the average number of hours worked per week, with the same exception as in Sec. VI, A, 4. Vacation time must be taken from anniversary date to anniversary date. If leave time in excess of one week is not taken during that year, it shall be forfeited. Vacations will be scheduled at the discretion of the Department Head upon consultation with the employee.

The Town may, upon written request of the employee, pay an employee for some or all of the first two (2) weeks of vacation time in lieu if it being taken provided one of the following conditions exists:

- 1. A bona fide hardship
- 2. Disability
- 3. No adverse budget impact in the judgement of the Town Manager

#### D. Civil Duty and Jury Leave

All full-time entitled to vote in national, state, and Municipal elections shall, when necessary, be allowed sufficient time off with pay to exercise this right. Approval of such leaves shall be given by the Department Head.

Should any full-time employee be called for jury duty within any state or federal judicial court, the town shall pay to the employee the difference between the employee's actual salary and that received from the court.

#### E. Bereavement/Emergency Leave

In the event of the death of a member of an employee's immediate family, the employee may be granted up to three (3) days of absence with full pay. For the purpose of this subsection, immediate family shall be defined as: (step) mother, (step) father, son, daughter, brother, sister, grandmother, grandfather, spouse, in-laws, ward or any relative residing at the employee's home.

#### F. Military Leave

Military leave shall be granted in compliance with State Statutes 21, V.S.A. 491-493. Employees serving military leave shall be paid only that portion of his/her regular salary which will, together with the military pay, equal his/her total normal salary for the same pay period. This applies only to the two (2) week annual field training, which all reserve component members must attend.

#### G. Special Leaves of Absence

Special leaves of absence, normally not to exceed ten (10) days, may be granted with or without pay, or unusual reasons, with the approval of the department head and Town Manager when it is, in their opinion, in the best interest of the community.

#### H. Compensatory Time

Compensatory time shall be calculated at a one-to-one basis for time worked and not accrue over one hundred (100) hours.

Compensatory time may not be taken in consecutive periods to exceed three (3) days and may be used in conjunction with vacation or sick time.

#### I. Injury Leave

1) <u>Policy:</u> An employee who is injured while on the job shall be eligible for injury leave as described in this section.

Injury leave is designed to provide employees who receive on the job injuries with adequate time to recover from the injury or determine if the injury will result in permanent disability without experiencing undue financial hardship.

The town shall permit full-time employees to utilize accrued sick leave as needed, to insure that they continue to receive full pay for days not worked due to the work related injury.

2) <u>Leave</u>: Worker's Compensation insurance will normally cover an employee from the date of injury. An injured employee from the date of injury. An injured employee must be off work for five (5) consecutive days before the insurance claim is submitted.

The injured employee shall receive full pay while awaiting the commencement of benefit payments, as long as he/she agrees to pay over to the town any worker's compensation benefits later received for that period. These payments will be charged against the employee's account sick leave account. Sick leave usage will be credited back to the employee's account, based upon the amount of worker's compensation insurance benefits received.

Following commencement of benefit payments, the employee will have the following options available:

- a. The employee will continue to receive worker's compensation benefits. The days the employee is absent while receiving these benefits will not be deducted from the employee's accrued sick leave. The employee will not receive regular pay during this time. Note: Workers compensation only pays at 80% of regular pay.
- b. If the employee has accrued sick and/or vacation leave, the employee's worker's compensation benefits will be supplemented (through regular payroll) to insure that the employee continues to receive full pay for the days he/she is unable to work This time will be deducted from the employee's sick or vacation leave accounts. This option would allow thee employee to retain his/her worker's compensation payments, thus realizing the tax advantages of those payments.

The options and agreements discussed above will become available upon the employee's written request and authorization.

- Non-Covered Injuries: An employee who is off work for less than five (5) days will not be eligible for worker's compensation. His/her time off will be compensated through the use of accrued sick leave in accordance with the sick leave policy, as defined in Chapter XIV of this manual.
  - If the employee's injury is determined to be non-compensable under the worker's compensation rules, the same sick leave procedure will be utilized to compensate the employee for his or her time off.
- 4) Report Requirements: The injured employee shall report to the Treasurer, within 15 days from the receipt of last payment, the amount of worker's compensation received. Failure to report this information may result in the loss of sick leave usage for that period. The employee shall report provided by the town.
- 5) <u>Benefit Payments:</u> The injured employee will continue to receive full benefits from the town, except that sick leave and vacation leave will not accrue during the period of time that the employee is off work.

#### Town of Weathersfield Personnel Policy

The Weathersfield Selectboard hereby approves the following amendment to Section XVI of the Town of Weathersfield Personnel Policy

#### Amendment to Section XVI, B. Holidays

Permanent part-time employee's working/budgeted at least 20 hours per week shall be compensated for holidays on a pro-rated basis.

#### Amendment to Section XVI, C. Vacation

Permanent part-time employee's working/budgeted at least 20 hours per week will receive prorated vacation leave based on the average number of hours worked per week. Vacation time must be taken from anniversary date to anniversary date. If leave time in excess of one week is not taken during that year, it shall be forfeited. Vacations will be scheduled at the discretion of the Department Head/Town Manager upon consultation with the employee.

#### EFFECTIVE DATE OF ADOPTION

These amendments have been adopted by the undersigned Town of Weathersfield Selectboard on this 5<sup>th</sup> day of June 2000 and shall become effective on July 1<sup>st</sup>, 2000.

TOWN OF WEATHERSFIELD SELECTBOARD

Richard Ballantine, Chair

Patricia Daniels

Frederick W. Growley

C. Peter Cole

Randy Brown

- 6) Vacation Accrual Usage: When the employee on injury leave has exhausted sick leave accruals, he or she may then utilize vacation leave accruals. However, such usage will not begin until the employee gives the town written authorization to utilize vacation leave. This usage will be allowed to continue for a maximum period of six months from the date of injury, so long as sufficient accruals are available.
- The Employee Benefit Contributions: During the period of payroll supplementation of worker's compensation benefits, payroll deductions will continue as authorized. If the payroll amount is inadequate to satisfy those deductions, it will be the employee's responsibility to make separate payment to the town to satisfy those employee costs. During any period in which the employee is in a non-pay status, it will be the employee's responsibility to pay to the town for benefit contributions. The required payment amounts and payment schedule can be obtained from the Treasurer.

#### SECTION XVII

#### PAY PLAN

A. In accordance with the provisions of the Fair Labor Standards Act, as amended, it shall be the policy of the Town of Weathersfield to pay one and one half (1 ½) times the hourly rate of pay to all employees (except elected officials and salaried employees) for required work performed in excess of forty (40) hours during a given weekly pay period. Each employee shall fill out his/her weekly time sheet and submit it to his /her Department Head for approval. Sick leave, vacations and paid holidays shall be counted as time worked for the purpose of computing overtime or compensatory time.

An hourly employee shall be paid for the actual number of hours worked during each pay period. Salaried employees shall be paid an annual rate divided by the number of pay periods per year. an employee absent without leave may forfeit pay at the discretion of the Town Manager. When absent on authorized sick or vacation leave, each employee shall be paid at the regular rate. After one year's service, an employee who leaves the service of the Town shall be paid all unused yacation time.

- B. The provisions of these regulations shall prevail except in cases where contrary contractual agreement exists between the employee and the Selectboard.
- C. Highway Department employees shall be compensated for a minimum of two hours of overtime when called out after normal working hours.

#### WORKPLACE HEALTH AND SAFETY

#### A. Vermont Occupational Safety Hazards Act (VOSHA)

In the interest of the safety and well-being of town workers, all employees shall acquaint themselves with the rules and regulations of the Vermont Occupational Safety Hazards Act (VOSHA). All Department Heads shall be responsible for enforcing safety rules as required by VOSHA or adopted by the Town.

All employees shall conduct themselves in a safe manner at all times in accordance with these regulations and shall not violate the VOSHA regulations. Any defective, unsafe equipment, or practice shall immediately be brought to the attention of the Department Head or his/her authorized representative, and use of such unsafe equipment or practice shall cease immediately.

#### B. Smoking Policy

In accordance with Vermont Statutes Annotated Title 18, Section 1421, et seq., the Town of Weathersfield shall establish and post in a conspicuous place a written smoking policy. Copies of the policy shall be provided to employees upon request. An employee's failure to comply with the smoking policy shall constitute cause for disciplinary action, and the failure of the town to implement or enforce the policy shall be grounds for a grievance procedure by an aggrieved employee, and any violations shall be promptly remedied.

#### SECTION XIX

#### EFFECTIVE DATE OF ADOPTION

These regulations adopted by the undersigned Town of Weathersfield Selectboard on this 7<sup>th</sup> day of June, 1993 shall become effective on this 1<sup>st</sup> day of July, 1993.

Dated this 7th day of June, 1993.

Town of Weathersfield Selectboard

Neil H. Daniels, Chair

Roger Newhall

Frederick W. Crowley

Richard A. Ballantine

Peter J. Skalaban

#### SECTION XIII

#### Hospitalization, Medical, and Dental Insurance:

- A. Upon the first day of the month following the end of the probationary period, a full-time, qualified part-time, or qualified limited term employee of the Town of will be enrolled in the group health, dental, and life insurance coverages then offered by the Town.
- B. For the purposes of these Rules and Regulations, the Town Clerk shall be considered an eligible employee.
- C. A permanent part-time employee, who works more than seventeen (17) hours, but less than thirty (30 hours on a weekly basis, at their discretion may purchase the group health insurance coverage. Such purchase shall be solely at the employee's expense.
- D. Retirees of the Town of Weathersfield, at their discretion, may purchase the group health insurance coverage. Such purchase shall be solely at the employee's expense.
- E. The Town of Weathersfield may also provide short-term and/or long-term disability insurance to qualified full-time, part-time, or limited term employees.
- F. The Town of Weathersfield may also offer the opportunity to purchase supplemental insurance from an approved carrier through a payroll deduction plan.
- G. The Town of Weathersfield shall also provide to all employees who work on a regular weekly basis the opportunity to participate in a so-called 'Section 125,' or pre-tax health child care savings account.
- H. Information regarding any of the group insurance policies may be obtained through the Town Manager's Office.

C. Peter Cole, Chairperson		
Henry C. Cobb, Vice-Chairperson	Norman John Arrison, Board Clerk	
Daniel E. Boyer	Patricia W. Daniels	

#### SECTION XIV

#### Retirement:

- A. The Town of Weathersfield participates in the Social Security Program and complies with all the rules and regulations thereof.
- B. The Town of Weathersfield participates in the Vermont Municipal Employees' Retirement System (V.M.E.R.S.), and complies with all the rules and regulations thereof.
- C. Information regarding V.M.E.R.S. may be obtained through the Town Manager's Office.

C. Peter Cole,	Chairperson
Henry C. Cobb, Vice-Chairperson	Norman John Arrison, Board Clerk
Daniel E. Boyer	Patricia W. Daniels

#### SECTION XV

#### Sick Leave:

#### H. Leave Donation Program

The Town supports an employee donation program created on a case by case basis. The donations will be established and sustained on the following principles and subject to the limits and conditions as described herein:

- 1. Once all other leave time is exhausted, an injured or sick employee may request the donation of additional time by other employees subject to the approval of the Town Manager. The Town Manager's decision shall be final and is not appealable or grievable.
- 2. Sick or vacation time, if donated, must be given in four (4) hour blocks of time. Any donated time remains with the recipient as sick time.
- 3. Donors may give a maximum of eighty (80) hours to an injured or sick employee per incident or illness.
- 4. The employee who received the donation may receive no more than two hundred (200) hours of sick time per applicable illness or injury.

C. Peter Cole,	C. Peter Cole, Chairperson	
Herny C. Cobb, Vice-Chairperson	Norman John Arrison, Board Clerk	
Daniel E. Boyer	Patricia W. Daniels	

#### SECTION XV

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C. Peter Cole, Chairperson	
Henry C. Cobb, Vice-Chairperson	Norman John Arrison, Board Clerk
Daniel E. Boyer	Patricia W. Daniels

#### SECTION XVI

#### B. HOLIDAYS

The following holidays shall be official holidays, together with any other day so proclaimed by the Select Board:

New Year's Day

January 1st

Washington's Birthday

The third Monday in February

Memorial Day

The last Monday in May

Independence Day

July 4th

Labor Day

The first Monday in September

Columbus Day

The second Monday in October

Veterans' Day

November 11th

Thanksgiving Day

The fourth Thursday in November

Day after Thanksgiving

{See Note}

Christmas Day

December 25th

Note: The day after Thanksgiving is observed in lieu of the Town Meeting Day holiday

Employees will have one (1) additional holiday as specified by the Town Manager at the beginning of each calendar year

All Town departments and offices shall observe on the preceding Friday any legal holiday which falls on a Saturday, and on the following Monday any legal holiday which falls on a Sunday.

Full-time hourly employees shall be compensated for holidays as though the employee has worked his/her normal work day. Any full-time hourly employee who is <u>required</u> to work on a holiday shall, in addition to the holiday pay, be paid at his/her regular overtime rate.

All employees who are regularly scheduled to have worked on a day on which a holiday is observed shall be compensated for those hours he/she would normally have worked on that day. Permanent part-time employees who would not be regularly scheduled to work on the day a holiday is observed shall be compensated on a pro-rated basis, with the same exception as in Section VI, A (4).

Full-time employees, or permanent part-time employees, wishing to observe religious holidays not listed by the Town Manager shall, at their option, be given time off either without pay or by utilizing accumulated leave time.

Adopted by the Select Board this fifteenth day of June, 2006.

•	Henry C. Cobb, Jr., Chairperson	
	Norman John Arrison, Vice-Chairperson	
	Patricia W. Daniels, Board Clerk	
Daniel E. Boyer, Selector	C. Peter Cole, Selector	

#### I. AUTHORITY

In order to comply with the provisions of Title 18, Section 1421, et seq., of the Vermont Statutes Annotated, the Town of Weathersfield establishes this Policy to protect staff, officials, and visitors by prohibiting smoking and use of smokeless tobacco products in the workplace.

#### II. PURPOSE

The United States Surgeon General, in his 1986 report on Involuntary Smoking, concluded:

- Involuntary Smoking is a cause of disease, including lung cancer, in healthy nonsmokers;
- The simple separation of smokers and nonsmokers within the same air space may reduce, but does not eliminate, the exposure of nonsmokers to environmental tobacco smoke.

In 1993, the Environmental Protection Agency (EPA) classified environmental tobacco smoke as a Group A carcinogen; that is, a substance known to cause cancer in humans. The EPA recognizes no safe level of exposure for Group A carcinogens.

Smokeless tobacco is a significant health risk and is not a safe substitute for smoking cigarettes. According to the Centers for Disease Control, smokeless tobacco contains twenty-eight (28) cancer-causing agents [carcinogens]. It is a known cause of human cancer, as it increases the risk of developing cancer of the oral cavity, other oral health problems, and can lead to nicotine addiction and dependence.

#### III. PROHIBITION

- 1. All facilities of the Town of Weathersfield shall be entirely smoke and tobacco free.
- 2. Smoking and use of smokeless tobacco products is strictly prohibited within all Town-owned vehicles.
- 3. Smoking and use of smokeless tobacco products is strictly prohibited within Martin Memorial Hall, the Weathersfield Highway Garage, the Weathersfield Solid Waste Management Facility, and the Weathersfield-Proctor Library, including offices, hallways, reception area, restrooms, lunch room, kitchen, conference room, and all other work areas. It is also prohibited within the entrance ways.

4. Smoking may only occur at a reasonable distance [e.g., thirty (30) feet or more] outside any enclosed area where smoking is prohibited to insure that environmental tobacco smoke does not enter the area through entrances, windows, ventilation systems, or by any other means.

#### IV. ENFORCEMENT

- A. This Policy applies to all employees, clients, contractors, and visitors.
- B. Every supervisor is responsible for promptly responding to, or reporting, any violation of this Policy.

#### V. DISCIPLINE

Any actions found in violation of this Policy will be grounds for disciplinary action against an employee under the Town of Weathersfield's personnel rules and regulations. Such action may include written warnings, suspension, or termination depending on the severity of the offense.

#### VI. INCONSISTENT POLICIES REPEALED

This Policy shall amend and replace any provisions of any policy of the Town of Weathersfield in effect at the time of enactment of this Policy governing any activity included in this Policy.

#### VII. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Policy, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Policy or any part thereof.

The Board of Selectmen hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or ineffective.

#### VIII. DISTRIBUTION

- A. This Policy shall be incorporated in to the Town of Weathersfield's personnel rules and regulations.
- B. A copy of this Policy shall be provided to each employee and appointed/elected official of the Town of Weathersfield.
- C. Copies of this Policy is posted in all Town facilities.

#### IX. EFFECT

No section of this Policy shall be construed to supersede or replace any Vermont statute.

This amended Policy shall be entered in the minutes of the Select Board's meeting.

The foregoing amended Policy is hereby adopted by the Weathersfield Select Board this seventeenth day of May, 2007, and is effective as of this date until amended or repealed.

Henry C. Cobb, Chairperson

Norman John Arrison, Vice-Chairperson

Patricia W. Daniels, Board Clerk

### RECEIPT

I hereby acknowledge that I have been provided a copy of this Policy.

and provisions of this Policy.	I am responsible for familiarizing myself wi	
	[Signature]	<del></del>
	[Printed Name]	
	[Date]	<u></u>

#### SECTION XVII

#### PAY PLAN

Town of Weathersfield complies with the provisions of the <u>Fair Labor Standards Act</u> (F.L.S.A.), as amended.

For the purposes of these provisions, 'exempt employee' and 'non-exempt employee' shall have the same meanings as established by the F.L.S.A..

#### A. PAY PERIOD

For the purposes of computing payroll, a work week is defined as the period starting at 12:01 A.M. Sunday morning, and ending at 12:00 P.M. Saturday night.

The normal working hours for each department or division of the Town shall be established by the Town Manager.

#### B. TIME REPORTS

Each employee, appointed, or elected official shall be responsible for submitting time reports in a manner and at a time designated by the Town Manager.

#### C. METHOD OF DETERMINING COMPENSATION

All non-exempt hourly employees shall be compensated for the actual numbers of hours worked during each pay period.

Exempt salaried employees shall be paid a weekly amount, the amount being the annual compensation divided by fifty-two (52).

The Town Clerk and Town Treasurer shall be paid a weekly amount, the amount being the annual appropriation divided by fifty-two (52).

Elected officials who work an hourly schedule shall be paid for the actual number of hours worked during each pay period.

#### D. OVERTIME

The Town shall pay its non-exempt employees, as defined by the F.L.S.A., for time worked in excess of forty (40) hours during the designated work week at one and one-half (1<sup>1/2</sup>) times the employee's regularly hourly rate. For the purposes of determining the number of hours worked, holidays, annual leave, and sick leave hours shall be considered time worked.

Elected officials shall not be compensated at overtime rates.

#### E. COMPENSATORY TIME

With prior approval by the Town Manager, administrative employees may receive compensatory time in lieu of overtime pay. Highway Department and Solid Waste Management Facility employees shall receive overtime pay and are not eligible for compensatory time.

For those employees working in excess of forty (40) hours per week, compensatory time shall be computed at one and one-half  $(1^{1/2})$  times the number of hours worked. For those employees working less than forty (40) hours per week, compensatory time shall be computed at straight time.

Employees may not accrue more than two hundred and forty (240) hours of compensatory time. Any time in excess of two hundred and forty (240) hours shall be paid as overtime.

Upon termination of employment with the Town, any accrued compensatory time shall be paid at the employee's average rate of the past three (3) years.

#### E. CALL OUT PAY

Highway Department employees shall be compensated for a minimum of two (2) hours at their overtime rate when called out outside of normal working hours.

Page 2 of 3 Amended April 1st, 2004

Adopted by the Select B	soard this fifteenth day of June, 2006.	
	Henry C. Cobb, Jr., Chairperson	
	Norman John Arrison, Vice-Chairperson	
	Patricia W. Daniels, Board Clerk	
Daniel E. Boyer, Selector	C. Peter Cole, Selector	

### TOWN OF WEATHERSFIELD, VERMONT DRUG FREE WORKPLACE

#### I. POLICY OBJECTIVES

The Town of Weathersfield is committed to providing a drug-free workplace for the health and safety of its employees and any citizens who may utilize Town services.

#### II. GENERAL PRACTICES

- (a) The unlawful manufacture, distribution, dispensing, possession, of use of a controlled substance is prohibited in any workplace of the Town of Weathersfield.
- (b) The Town provides an ongoing drug-free awareness program through the Vermont League of Cities and Town's Property and Casualty Inter-municipal Fund.
- (c) The Town will provide drug counseling, rehabilitation, and employee assistance programs to any employee or official through INVEST-EAP or similar provider under contract to the Town.
- (d) Violation of the terms of this Policy may result in disciplinary action, including suspension and/or termination of person(s) found in violation of the Policy.

#### III. INCONSISTENT POLICIES REPEALED

This Policy shall amend and replace any provisions of any policy of the Town of Weathersfield in effect at the time of enactment of this amended Policy governing any activity included in this amended Policy.

#### IV. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Policy, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Policy or any part thereof.

The Select Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or ineffective.

# TOWN OF WEATHERSFIELD, VERMONT DRUG FREE WORKPLACE

#### V. DISTRIBUTION

- (a) This Policy shall be incorporated into the Town of Weathersfield's personnel rules and regulations.
- (b) A copy of this Policy shall be provided to each employee and appointed/elected official of the Town of Weathersfield.

#### VI. EFFECT

No section of this Policy shall be construed to supersede or replace any Federal law or Vermont statute.

This Policy shall be entered in the minutes of the Select Board's meeting.

C. Peter Cole,	Chairperson
Henry C. Cobb, Jr., Vice Chairperson	Norman John Arrison, Board Clerk
Daniel E. Boyer	Peter J. Skalaban

#### I. INTRODUCTION

The Federal Motor Carrier Safety Regulations require employers to have a company policy on drug and alcohol abuse.

The Town of Weathersfield values its employees and drivers, and recognizes each person's need for a safe and healthy work environment. Employees who use illegal drugs and abuse alcohol tend to be less productive, less reliable, more prone to accidents, and more prone to great absenteeism, resulting in the potential for increased accidents, costs, and risks to the Town of Weathersfield.

The Town is committed to maintaining a safe workplace for our drivers and other users of the highways which is free from illegal drug use and the misuse of alcohol.

The Town of Weathersfield will comply with the requirements for testing established by the U.S. Department of Transportation, and other Federal and State laws and regulations. The unlawful use of possession of alcohol and controlled substances is forbidden.

Violation of this Policy, or regulations and laws, may result in severe disciplinary action, up to and including termination, at the sole discretion of the Town.

#### II. PERSON IDENTIFIED TO ANSWER QUESTIONS

As part of the Town's continuing policy to ensure fair and equal treatment of our drivers, the Town understands that there may be questions and concerns involving the controlled substances and alcohol testing policies and programs. To assist you in understanding the requirements placed on both the driver and the Town, the Town Manager has been designated to answer questions regarding the alcohol and drug testing program.

#### III. DRIVERS SUBJECT TO ALCOHOL AND DRUG TESTING

The Federal Highway Administration, of the United States Department of Transportation, requires certain drivers to undergo drug and alcohol testing. The drivers who must be test are those required to have a Commercial Driver's License (CDL).

Who must have a CDL and be tested? Any driver who drives a motor vehicle:

 With a gross combination weight rating of 26,001, or more, pounds, inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds;

- With a gross vehicle weight of 26,001, or more, pounds;
- Designed to transport 16, or more, passengers; or
- Of any size that is used to transport hazardous material which requires the vehicle to be placarded under the hazardous materials regulations.

#### IV. SAFETY SENSITIVE FUNCTIONS

A driver shall not use alcohol when performing safety sensitive function, nor perform safety sensitive functions within four (4) hours of using alcohol.

A driver shall not report for duty, or remain on duty, when his/her job requires performing safety sensitive functions if he/she has been using drugs or has tested positive for drug use.

A driver is performing a safety sensitive function when:

- Waiting at a terminal, facility, or other property to be dispatched, unless the drive has been relived from duty by the Town of Weathersfield;
- Performing pre-trip inspections or servicing the motor vehicles;
- Driving the motor vehicle;
- On the vehicle;
- Loading or unloading the vehicle, supervising the loading or unloading, giving receipts for the load, or remaining in readiness to operate the motor vehicle;
- Performing duties and services at an accident scene; or
- Repairing, obtaining assistance, or remaining in attendance of a disabled vehicle.

It should be noted that the Federal Highway Administration has interpreted this Regulation to mean that if a municipal employee has reported to work on a particular day, and is not operating a motor vehicle that day, the CDL Qualified Employee is still subject to the testing requirements under the Regulation. There is an additional interpretation on this subject, available through the Federal Highway Administration or the Property and Casualty Inter-Municipal Fund.

#### V. PROHIBITED CONDUCT

A driver shall not:

- Report or remain on duty, performing a safety sensitive function, while having a blood alcohol concentration (BAC) of 0.04, or greater;
- Use alcohol while performing safety sensitive functions;
- Abuse controlled substances;
- Be on duty, or operate a commercial motor vehicle, while possessing alcohol, unless the alcohol is manifested and transported as part of a shipment;
- Perform safety sensitive functions within four (4) hours of using alcohol;
- Use alcohol for eight (8) hours following an accident, unless the driver has been given a post-accident test; or
- Refuse to submit to a required alcohol and/or drug test involving post accident, random reasonable suspicion, or follow-up testing.

#### VI. WHEN A DRIVER MUST BE TESTED

The Federal Motor Carrier Safety Regulations are very specific regarding when a driver must submit for a drug and alcohol test. The drug test will use a urine sample, and the alcohol test will use a breath sample.

TYPE OF TEST	ALCOHOL	DRUGS
Pre-Employment	No	Yes
Random	Yes	Yes
Reasonable Suspicion	Yes	Yes
Post-Accident	Yes	Yes
Return to Duty	Yes*	Yes
Follow-Up <sup>1</sup>	Yes*	Yes

<sup>\*</sup> Required if the test results of the original test(s) were equal to or greater than 0.04 BAC

If required by a subtance abuse professional

#### VII. TESTING PROCEDURES

#### A. Drug Testing Procedures

The testing program required by the regulations is limited to five (5) drug types:

- (1) Marijuana;
- (2) Cocaine;
- (3) Opiates;
- (4) Amphetamines; and
- (5) Phencyclidine (PCP).

All drug testing must be done from urine specimens collected under highly controlled conditions. Specimen collection procedures require a designated collection site; security for the collection site; chain of custody documentation; use of authorized personnel; privacy during collection; integrity and identify of the specimen; and transportation to the laboratory.

Driver protection is built into the testing procedures. In order to meet the Federal requirements, the only laboratories which may be used are those which have been certified by the Federal government. The Substance Abuse and Mental Health Services Administration certified laboratories which have met all of the guidelines established by the Department of Health and Human Services.

After the urine specimen has been collected, and forwarded to the laboratory, two (2) tests may be performed. The initial test is the immunoassay test. This is a screening test to determine drug usage for the five (5) classes of drugs. The second test is a confirmation test.

The positive levels of for the five (5) classes of drug tests are in the table below:

Drugs	Initial test Levels (ng/ml)*	CONFIRMATION TEST LEVELS (NG/ML)*
Marijuana	50	15
Cocaine	300	150
Opiates	300	
Morphine		300
Codeine		300

Drugs	Initial test Levels (ng/ml)*	CONFIRMATION TEST LEVELS (NG/ML)*
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamine		500

\* ng/ml means nanograms per milliliter. A nanogram is one billionth of a gram. A milliliter is one thousandth of a liter.

If the results of the initial test are negative, the testing laboratory will advise the Town or the Town's Medical Review Officer (MRO) that the drug test for the driver was negative. No additional tests on the specimen will be done.

If the results of the initial test are positive, that is, if the results exceed the test levels of any of the five (5) drug classes, a second, confirmation, test is performed. This test is done in an entirely different manner from the initial one. All specimens identified as positive on the initial test must be confirmed using gas chromatography/mass spectrometry techniques.

Only specimens that are confirmed positive on the second, or confirmatory, test are reported positive to the MRO for review and analysis.

A split specimen collection will be done. That is, the urine is divided into two (2) specimen bottles. If the test result of the primary specimen is positive, the driver may request the MRO send the second, or split, specimen to a different certified laboratory for testing. The testing of the split specimen will be for the presence of drugs and no cut-off levels. If a driver wants the split specimen tested, he/she must advise the MRO within seventy-two (72) hours of being notified of the positive test result of the primary specimen. The driver will be responsible for the cost of the second test.

The Town maintains a record in the driver's file, showing the type of test - pre-employment, periodic, etc.; the date of collection; location of the collection; entity performing the collection; name of the laboratory; name of the MRO; and the test results.

#### IV. COST AND FEES

Access to and participation in the program is at no cost to an employee, a qualified elected/appointed official, or the employee's immediate family members. However, if an <u>Invest EAP</u> counselor makes a referral to a specialized provider, the employee, qualified elected/appointed official, or family member will be responsible for the cost, which may, or may not, be covered through the employee's health insurance or other available benefits.

#### V. MANAGEMENT RIGHTS

This Employee Assistance Program will not alter or supplant existing procedures for responding to unsatisfactory employee job performance and/or employee misconduct. The Town retains all management prerogatives it presently has in relation to the supervision and management of its employees.

#### VI. INCONSISTENT POLICIES REPEALED

This Policy shall amend and replace any provisions of any policy of the Town of Weathersfield in effect at the time of enactment of this amended Policy governing any activity included in this amended Policy.

#### VII. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Policy, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Policy or any part thereof.

The Board of Selectmen hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or ineffective.

#### VIII. DISTRIBUTION

- (a) This Policy shall be incorporated into the Town of Weathersfield's personnel rules and regulations.
- (b) A copy of this Policy shall be provided to each employee and appointed/elected official of the Town of Weathersfield.

IX.	X. EFFECT  No section of this Policy shall be construed to supersede or replace any Vermor statute.				
	This amended Policy shall be entered in the minutes of the Board of Selectmen meeting.				
	The foregoing amended Policy is hereby adopted by the Selectmen of the Town Weathersfield, Vermont, this twentieth day of October, 2005, and is effective as of the date until amended or repealed.				
	C. Peter Cole, Chairperson				
Henry	y C. Cobb, Vice-Chairperson	Norman John Arrison, Board Clerk			
Danie	el E. Boyer	Patricia W. Daniels			

#### RECEIPT

I hereby acknowledge that I have been provided a copy of this Policy.

I further acknowledge that I am responsible for familiarizing myself with the contents and provisions of this Policy.

 [Signature]	
 [Printed Name]	
 [Date]	

### TOWN OF WEATHERSFIELD, VERMONT

#### **ELECTRONIC COMMUNICATIONS/INTERNET USE POLICY**

#### I. POLICY OBJECTIVES

- (a) The use of a personal computer is an important part of conducting Town business and the computers are public property. As such, the Town management has the right to inspect the contents of any publicly-owned computer or any computer used on municipal time, including hard drives, floppy disks, or any other media, to insure that the users are complying with the provisions of this Policy.
- (b) Records protected by State or Federal confidentiality statutes and/or regulations are exempt from this Policy.

#### II. GENERAL PRACTICES

- (a) Computers are provided to Town employees and elected/appointed officials for conducting public business. As such, private use of computers should be kept to a minimum and must not interfere with job performance.
- (b) No public computer should be used for any profit-making activity either during, or after, the workday.
- (c) Use of computers for private business should be similar to the use of the telephone.
- (d) All correspondence received on a public computer, involving public business, is addressed by the 'Open Meeting Law' and 'Public Records' provisions of the <u>Vermont Statutes Annotated</u>, in that such correspondence is available to the public under the terms <u>Statutes</u>. Therefore, no correspondence is to be deleted if it is of a public nature. Public business e-mail may be separated into folders labeled "public" and "exempt," but must be retained.

#### III. COMPUTER SECURITY

- (a) Computer security is the responsibility of each user, who shall make sure that adequate data protection, through the use of passwords and other resources, is in effect.
- (b) Employees and elected/appointed officials must use passwords to access the operating system of the Town's local area network, and provide those passwords to the Town Manager for a confidential master password list.
- (c) The employee or elected/appointed official, with the knowledge of and permission from the Town Manager, may change passwords.
- (d) Employees and elected/appointed officials may install only approved software on municipally owned computer equipment. Permission must be obtained from the Town Manager prior to the installation.
- (e) All installation diskettes or compact disks shall be scanned with the approved and up-to-date anti-virus software prior to installation on any municipally owned computer equipment.

### TOWN OF WEATHERSFIELD, VERMONT

### **ELECTRONIC COMMUNICATIONS/INTERNET USE POLICY**

- (f) Employees and elected/appointed officials shall not install non-licensed, or 'pirated' software on municipally owned computer equipment. For the purposes of this Policy, non-licensed software shall include those applications purchased for single unit installation and which are installed on multiple computers or any software that is not legally licensed to the Town of Weathersfield.
- (g) For the purposes of internet access, Town employees and elected/appointed officials shall use Netscape Version 4 and Eudora Light Version 3, as provided by the Town, for web site access and e-mail access. These applications may be upgraded or changed as necessary by direction of the Town Manager.

#### IV. COMPUTERIZED VIRUS PROTECTION

- (a) Each computer user is responsible for insuring protection from viruses.
- (b) The Town shall provide a virus protection software package which shall be installed on all Town-owned computers. The primary user of each computer shall be responsible for updating the virus definitions, via the Internet or local area network, on a minimum of a monthly basis.
- (c) Computer users should not open any file or program unless they know the source or are expecting a file. This is especially true for e-mail attachments.

#### V. ELECTRONIC MAIL [E-MAIL]

- (a) Transmission of electronic messages on communications media shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. However, employees and elected/appointed officials do not have any expectation of privacy to e-mail that is sent or received on a Town-owned computer or on Town time. E-mail sent or received is not considered "confidential." The Town Manager, or his designee, has the right to authorize the viewing of a person's e-mail.
- (b) E-mail is for authorized users. The transmission of materials or messages that involve the use of obscene/offensive language, images or jokes, sexually explicit materials, or messages that disparage any group or classification of individuals is prohibited, whether or not a recipient has consented to or requested such material. Unsolicited e-mail that does not reasonably appear to be of a public nature should be deleted unopened. Any questions to the application of this Policy should be addressed to the Town Manager.
- (c) Employees and elected/appointed officials may use e-mail to communicate with individuals outside Town government. This use will be similar to personal use of the telephone in that it cannot interfere with the execution of their duties and it may not be for personal gain, illegal, disruptive, or unethical activities.

### TOWN OF WEATHERSFIELD, VERMONT

### ELECTRONIC COMMUNICATIONS/INTERNET USE POLICY

- (d) Citizens contacting Town government shall have the same right to a timely response as with any other form of communication. It shall be the responsibility of each employee or elected/appointed official assigned an e-mail account to review the account on a daily basis during the work week.
- (e) Users are prohibited from using e-mail to send chain letters, solicitations for private gain, or any information in violation of this Policy. Users shall take reasonable measures to limit the size of e-mail messages and not attach large files to sent messages.

#### VI. INTERNET ACCESS

- (a) Internet access is an important part of many employees' and elected/appointed officials' ability to perform their jobs. However, access has been provided to these persons for municipal use. Any violation of this Policy can result in an employee and elected/appointed official being disconnected from the Internet, which may effect job performance.
- (b) Accessing materials or messages that involves the use of obscene/offensive language, images, jokes, sexually explicit materials, or messages that disparage any person, group, or classification of individuals is prohibited whether or not a recipient has consented or requested such material. Unsolicited material is to be removed from the screen immediately, whether obscene or not.
- (c) Internet access is not to be used for personal gain, commercial activity, or investment activity during or after work hours.

#### VII. DISCIPLINE

- (a) Town management has the right to review the contents of any user's computer hard drive, floppy disks, or other media at any time to ensure compliance with this Policy.
- (b) The user has the right to be present during such a review.
- (c) Any items found in violation of this Policy shall be grounds for disciplinary action against an employee under the Town of Weathersfield's personnel rules and regulations. Such action may include written warnings, suspension, or termination depending on the severity of the offense.
- (d) In addition, the Town of Weathersfield shall have the right to suspend, terminate, or revoke internet access privileges for any person found in violation of this Policy.

#### VIII. INCONSISTENT POLICIES REPEALED

This Policy shall amend and replace any provisions of any policy of the Town of Weathersfield in effect at the time of enactment of this Policy governing any activity included in this Policy.

# TOWN OF WEATHERSFIELD, VERMONT ELECTRONIC COMMUNICATIONS/INTERNET USE POLICY

### IX. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Policy, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Policy or any part thereof.

The Board of Selectmen hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or ineffective.

#### X. DISTRIBUTION

- (a) This Policy shall be incorporated in to the Town of Weathersfield's personnel rules and regulations.
- (b) A copy of this Policy shall be provided to each employee and appointed/elected official of the Town of Weathersfield.

### XI. EFFECT

No section of this Policy shall be construed to supersede or replace any Vermont statute.

This Policy shall be entered in the minutes of the Board of Selectmen's meeting.

The foregoing Policy is hereby adopted by the Selectmen of the Town of Weathersfield, Vermont, this second day of July, 2001, and is effective as of this date until amended or repealed.

C. Peter	Cole, Chairperson
Randy S. Brown	Frederick W. Crowley
Patricia W. Daniels	David T. Fuller

## TOWN OF WEATHERSFIELD, VERMONT Non-Discrimination Policy

### I. POLICY OBJECTIVES

The Town of Weathersfield is committed to providing equal treatment and opportunities to all person(s) employed by, or seeking employment with, the Town

### II. EMPLOYMENT PRACTICE

The Town of Weathersfield will not discriminate, or permit discrimination, against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual orientation, or physical disability, including, but not limited to, blindness or handicap, unless it is shown that the disability of handicap prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Vermont.

### III. INCONSISTENT POLICIES REPEALED

This Policy shall amend and replace any provisions of any policy of the Town of Weathersfield in effect at the time of enactment of this Policy governing any activity included in this Policy.

#### IV. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Policy, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Policy or any part thereof.

The Select Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional or ineffective.

### V. DISTRIBUTION

- (a) This Policy shall be incorporated into the Town of Weathersfield's personnel rules and regulations.
- (b) A copy of this Policy shall be provided to each employee and appointed/elected official of the Town of Weathersfield.

# TOWN OF WEATHERSFIELD, VERMONT Non-Discrimination Policy

VI.	Effect
	No section of this Policy shall be construed to supersede or replace any Vermon statute.
	This Policy shall be entered in the minutes of the Select Board's meeting.
	The foregoing Policy is hereby adopted by the Selectors of the Town of Weathersfield, Vermont, this sixteenth day of October, 2003, and is effective as of this date until
	amended or repealed.

Peter J. Skalaban

Daniel E. Boyer



## TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761 NEW YORK ON APRIL 8, 1772

18021674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

XT 1	00	2017
November	. (1)	7017
1 10 10111001	02,	2011

To: Selectboard

From: Ed Morris

Subject: Executive Session

I called an executive session to discuss some personnel issue with you and bring you up to speed on a few things that have come to my attention.

Thank you, Ed Morris

Town Manager

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### TOWN OF WEATHERSFIELD, VERMONT

Warrants for Meeting of Nov 6,2017

SEMONS.	Check Date	Payroll	Operating Expenses
General Fund			
General rund	10/14/17	\$6,542.43	
	10/21/17	\$5,905.54	
	10/28/17	\$6,351.34	
			\$19,543.19
Total		\$18,799.31	\$19,543.19
Highway Fund	10/14/17	\$4,139.26	
	10/21/17	\$4,070.25	
	10/28/17	\$4,075.03	
			\$15,582.95
Total		\$12,284.54	\$15,582.95
Solid Waste Management F		\$703.68	
	10/14/17 10/21/17	\$675.46	
	10/28/17	\$768.11	
	10/20/1/	4,001	\$4,319.71
* - T		\$2,152.25	\$4,319.71
Total		\$2,132.23	4-19-17-1
Library			
Control of Control of Control	10/14/17	\$746.36	
	10/21/17	\$735.49	
	10/28/17	\$712.00	\$145.17
			¥113.17
Total		\$2,193.85	\$145.17
Grants			\$0.00
		2	
Agency Monles			\$386.28
Reserves			\$325.00
		\$35,429.95	\$40,302.30
Grand Totals	<u> </u>	\$35,447.95	410,502,30
	L. T (SM) - (L	we hereby cortificate the	Selector
is due to the several	persons whose names are I	we hereby certify that there isted hereon the sum	
against each name a	nd that there are good and	sufficient vouchers	
supporting the paym the payments of the	ients aggregating \$75,732. se amounts.	25. Let this be your order for	

# Check Warrant Report # 141 Current Prior Next FY Invoices For Fund (General Fund) For Check Acct 1(General Fund) All check #s 10/25/17 To 11/02/17 & Fund 11

		Invoice	Invoice Description		Amount	Check Check
Vendor		Date	Invoice Number	Account	Paid	Number Date
AFLAC	AFLAC	10/05/17	Payroll Transfer	11-2-011-10.00	77.63	219252 11/02/17
			PR-10/05/17	AFLAC		
AFLAC	AFLAC	10/12/17	Payroll Transfer	11-2-011-10.00	77.63	219252 11/02/17
			PR-10/12/17	AFLAC		
AFLAC	AFLAC	10/19/17	Payroll Transfer	11-2-011-10.00	77.63	219252 11/02/17
			PR-10/19/17	AFLAC		****** ** 100/45
AFLAC	AFLAC	10/26/17	Payroll Transfer	11-2-011-10.00	77.63	219252 11/02/17
	-		PR-10/26/17	AFLAC		010050 11/00/17
AFLAC	AFLAC	11/02/17	Payroll Transfer	11-2-011-10.00	77.63	219252 11/02/17
			PR-11/02/17	AFLAC		
AFD#2 WAT	ASCUTNEY FIRE DISTRICT #2	10/25/17	MMH WATER Q3-2017	11-7-301-34.00	80.30	219221 10/26/17
			SEPT 2017	Water	050 55	010057 11/02/17
ASVFD	ASCUTNEY VOL. FIRE DEPT.	11/02/17	Bills -Phone, Power etc.	11-7-206-30.00	358.55	219257 11/02/17
			300020	AVFD Funding	100.00	219223 10/26/17
BUSINESSC	BUSINESSCARD SERVICES	10/25/17	Assorted	11-7-103-27.00	120.00	219223 10/20/17
			OCT 2017	Tuition and Training	000 75	219223 10/26/17
BUSINESSC	BUSINESSCARD SERVICES	10/25/1	7 Assorted	11-7-101-27.00	282.75	219223 10/20/17
			OCT 2017	Tuition and Dues	040 50	219223 10/26/17
BUSINESSC	BUSINESSCARD SERVICES	10/25/1	7 Assorted	11-7-302-38.40	249.50	219223 10/20/17
			OCT 2017	Aid to Residents in Need	60.00	219223 10/26/17
BUSINESSC	BUSINESSCARD SERVICES	10/25/1	7 Assorted	11-7-201-27.00	60.00	219223 10/20/17
			OCT 2017	Tuition and Training	60.00	219223 10/26/17
BUSINESSC	BUSINESSCARD SERVICES	10/25/1	7 Assorted	11-7-105-27.00	60.00	219223 10/20/21
			OCT 2017	Memberships and Conferenc	-14.42	219223 10/26/17
BUSINESSC	BUSINESSCARD SERVICES	10/25/1	7 Assorted	11-7-101-27.00	-74'45	213223 107 107 -
			OCT 2017	Tuition and Dues	120.00	219223 10/26/17
BUSINESSC	BUSINESSCARD SERVICES	10/25/1	7 Assorted	11-7-101-27.00	120.00	213223 1072071.
			OCT 2017	Tuition and Dues	60.00	219223 10/26/17
BUSINESSC	BUSINESSCARD SERVICES	10/25/1	7 Assorted	11-7-102-27.00 Tuition and Training	00.00	213223 10/21/21
			OCT 2017	11-7-102-27.00	17.33	219227 10/26/17
HAMMOND1	COLLEEN HAMMOND	10/26/1	L7 DEPOSIT MILEAGE	Tuition and Training	17,55	£13001 20,000,
		10/05/	10262017	11-7-207-30.00	139.78	219228 10/26/17
COMCASTBU	J COMCAST BUSINESS	10/25/.	17 West Weathersfield VFD	WWVFD Funding	123.70	
		10/05/	SEPT 2017	11-7-207-53.10	304.85	219230 10/26/17
W.S. DARI	L DARLEY	10/25/	17 WWFD BRACKET/NOZZLE 214527	WWVFD Fire Equip Repair		, ,
		10/10/	17 Weathersfield Directory		694.34	219231 10/26/17
DOLITL	DOOLITTLE'S PRINTSERVE, I	10/18/	37612	Weathersfield Directory	424,01	
		10/05/	17 MMH CARPETS	11-7-301-20.00	48.65	219232 10/26/17
FOLEY	Foley Services, Inc.	10/25/		Custodial Supplies		<b></b>
		10/05/	1121397 '17 Martin Memorial Electri	==	265.88	219235 10/26/17
GMP	GREEN MOUNTAIN POWER	10/25/		Electricity & Gas	200.00	
		10/07	09/17 MARTIN /17 RANGE PRACTICE AMMO	11-7-201-24.00	400.00	219236 10/26/17
HH SPORT	S H&H SPORTS LLC	10/25/		Equipment and Supplies		,
		10/05	644917		1127.36	219237 10/26/17
KOFILE	KOFILE PRESERVATION, INC.	10/25	/17 LAND RECORD BINDER/Pape		1127.0	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		-داندر	220192	Land Record Supplies	74.3	2 219238 10/26/17
SYMQUEST	KONICA MINOLTA PREMIER FI	10/18	/17 Toner/Lease	11-7-103-18.00	14.3	217200 10/20/21
		a = 4c =	1192300	Copier Usage/Supplies/Ser	249.1	0 219239 10/26/17
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25	/17 Life Insurance	11-2-011-09.00	249.1	J 215255 10/20/17
			NOV 2017	Lincoln Life Supplemental		

# Town of Weathersfield Accounts Payable Check Warrant Report # 141 Current Prior Next FY Invoices For Fund (General Fund) For Check Acct 1(General Fund) All check #s 10/25/17 To 11/02/17 & Fund 11

		Invoice	Invoice Description		Amount	Check	Check
Vendor		Date		Account	Paid	Number	Date
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/17	Life Insurance	11-7-201-14.10	72.03	219239	10/26/17
			NOV 2017	Insurance Benefits			
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/17	Life Insurance	11-7-103-14.10	47.06	219239	10/26/17
			NOV 2017	Insurance Benefits			
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/17	Life Insurance	11-7-105-14.10	18.33	219239	10/26/17
			NOV 2017	Insurance Benefits			
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/17	Life Insurance	11-7-104-14.10	28.84	219239	10/26/17
			NOV 2017	Insurances Benefits			
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/17	Life Insurance	11-7-101-14.10	99.51	219239	10/26/17
			NOV 2017	Insurance Benefits			
MORRISEDW	MORRIS, ED	11/02/17	Toilet Seat, Shovel	11-7-301-99.00	37.98	219253	11/02/17
			NOV 2017 REI	Miscellaneous Expenses			
MORRISEDW	MORRIS, ED	11/02/17	Toilet Seat, Shovel	11-7-103-99.00	7.98	219253	3 11/02/17
			NOV 2017 REI	Miscellaneous Expenses			10/06/17
NBI	NATIONAL BUSINESS INSTITU	10/25/17	' Hal Wilkins - Zoning/Plan		349.00	219240	10/26/17
			1526457	Memberships and Conferenc			10/05/17
N DELT	NORTHEAST DELTA DENTAL	10/25/17	Dental Insurance	11-7-103-14.10	62.50	219242	2 10/26/17
			NOV 2017	Insurance Benefits	210 04	01004	2 20/26/17
N DELT	NORTHEAST DELTA DENTAL	10/25/17	Dental Insurance	11-7-101-14.10	213.34	21924.	2 10/26/17
			NOV 2017	Insurance Benefits	05 21	01004	2 10/26/17
N DELT	NORTHEAST DELTA DENTAL	10/25/1	7 Dental Insurance	11-7-201-14.10	95.31	21724	2 10/20/17
			NOV 2017 ,	Insurance Benefits	312.49	21025	1 11/01/17
VTAGHUMAN	OFFICE OF CHILD SUPPORT	11/02/1	7 Payroll Transfer	11-2-011-07.00	312.49	21923	1 11/01/17
			PR-11/02/17	Garnishments	275 00	21024	3 10/26/17
PAULTHEE	PAUL THEETGE	10/25/1	7 MMH - Painting sills	11-7-201-52.00	375.00	21924	3 10/20/17
	•		176473	Repairs and Supplies	2432,77	21 024	4 10/26/17
SWCRP	SOUTHERN WINDSOR COUNTY R	10/25/1	7 ANNUAL ASSESSMENT 2017-1		2432,11	21324	4 10/20/11
		40.10=1=	SEPT 2017	Regional Planning Dues	1563.85	21924	14 10/26/17
SWCRP	SOUTHERN WINDSOR COUNTY R	10/25/1	7 ANNUAL ASSESSMENT 2017-1 SEPT 2017-2	Regional Planning Dues	1303.00	21024	
		15 /00 /1	7 Gas Power unit, Cutter,	•	635.50	21925	4 11/02/17
SPEED	SPEEDWAY SAFETY SERVICES,	11/02/1		WWVFD Funding	000,00		
		10 (05 (1	4384	11-7-207-30.00	20.00	2192	46 10/26/17
TJ PROPER	TJ PROPERTY MANAGEMENT LL	10/25/1	.7 West Weathersfield VFD SEPT 2017	WWVFD Funding			,,
		10/05/1	7 HW SUPERINTENDENT	11-7-105-23.10	376.50	2192	47 10/26/17
VALLEYNE	VALLEY NEWS	10/25/1	01269755	Advertising and Notices			
111 7 7 19 10 10 10 10	NEW ARREST	10/19/	17 ZONING Board Adj	11-7-105-23.10	59.76	2192	47 10/26/17
VALLEYNE	VALLEY NEWS	10/10/.	01269866	Advertising and Notices			
15 OF 16D		10/25/	17 Hal Wilkins - Plan/Zoni		60.00	2192	48 10/26/17
VLCT MUN	1 VEC1	10/25/	NOV 1,2017	Memberships and Conference			
TEL CIE. NEDT	T 17 00	10/25/	17 VTCMA CONF OCT 2017	11-7-101-27.00	20.00	2192	48 10/26/17
VLCT MUN	1 VLC1	10/23/	PROGRAM FEE	Tuition and Dues			
VMERS DB	VMERS DB.	10/05/	17 Payroll Transfer	11-2-011-05.00	1615.65	2192	55 11/02/17
ALTERS DR	YMERS DB.	10,05,	PR-10/05/17	Retirement			
VMERS DB	VMERS DB.	10/12/	17 Payroll Transfer	11-2-011-05.00	1420.57	2192	255 11/02/17
MENG DE	THEN DO.	~~/ ~~/	PR-10/12/17	Retirement			
VMERS DE	VMERS DB.	10/19/	17 Payroll Transfer	11-2-011-05.00	1555.3	219	255 11/02/17
TRAING DE	, 11000 pp.	,,	PR-10/19/17	Retirement			
VMERS DE	B VMERS DB.	10/26	/17 Payroll Transfer	11-2-011-05.00	1416.5	1 219	255 11/02/17
THE COLUMN	·	,,	PR-10/26/17	Retirement			

### Town of Weathersfield Accounts Payable Cl

Check Warrant Rep	ort # 143 Current	Prior Next FY Invoices For Fund (Highway Fund)	
For Check Acct	1(General Fund)	All check #s 10/26/17 To 11/02/17 & Fund 12	

Vendor			Invoice Description	3b	Amount	Check Check Number Date
vendor		Date	Invoice Number	Account	Paid	Mimper pare
AMAZONCR	AMAZON	10/25/17	Painters Tyvek Coveralls	12-7-101-52.00	49.09	219220 10/26/17
			049587263685	Repairs & Supplies		
AMAZONCR	AMAZON	10/25/17	Trailer Connectors/wire	12-7-101-52.00	135.11	219220 10/26/17
			075259344445	Repairs & Supplies		
AMAZONCR	AMAZON	10/25/17	AC Auto Adapter	12-7-101-52.00	35.54	219220 10/26/17
			101159683472	Repairs & Supplies		
AMAZONCR	NOSAMA	10/25/17	Headset-USB Cables- Charg	12-7-101-52.00	200.94	219220 10/26/17
			127108455672	Repairs & Supplies		
AMAZONCR	AMAZON	10/25/17	USB Car Charger	12-7-101-52.00	9.96	219220 10/26/17
			224164855630	Repairs & Supplies		
AMAZONCR	AMAZON	10/25/17	Foam Mic - Windscreens	12-7-101-52.00	44.97	219220 10/26/17
			299852511772	Repairs & Supplies		
BLUETARP	BLUETARP FINANCIAL, INC.	10/25/17	8 BOMBER JACKETS	12-7-101-53.50	319.92	219222 10/26/17
			38869845	Safety Equipment		
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	10/25/17	1" shoulder material	12-7-101-58,26	6090.00	219225 10/26/17
			INV256583	Gravel Purchase		
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	10/25/17	1" shoulder material	12-7-101-58.26	1624.00	219225 10/26/17
			INV256665	Gravel Purchase		
CHAMP	CHAMPLAIN OIL COMPANY, IN	10/25/17	hwy gas SEPT 2017	12-7-103-51.00	164.63	219226 10/26/17
			SEPT 2017	Gasoline		
GH BERLIN	G.H, BERLIN WINDWARD	10/25/17	GREASE & WINDSHIELD WASH	12-7-103-51.50	1894.82	219233 10/26/17
			6026138	Oil and Grease		
GORMAN	GORMAN GROUP, LLC	10/25/1	7 4598 GAL CALCIUM	12-7-101-58.30	4092.22	219234 10/26/17
			23-2200	Chloride		
GMP	GREEN MOUNTAIN POWER	10/25/1	YEWELL LN ANTENNA	12-7-101-45.01	19.72	219235 10/26/17
			09/17 ANTENN	Antenna Electric Service		
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/1	7 Life Insurance	12-7-101-14.10	170.83	219239 10/26/17
			NOV 2017	Insurance Benefits		
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/1	7 Life Insurance	12-7-103-14.00	27.50	219239 10/26/17
			NOV 2017	Insurance Benefits		
NHMA	NEW HAMPSHIRE MUNICIPAL A	10/18/1	7 HW Super Classified	12-7-101-23.50	150.00	219241 10/26/17
			15919	Highway Advertising		
N DELT	NORTHEAST DELTA DENTAL	10/25/1	7 Dental Insurance	12-7-101-14.10	511.89	219242 10/26/17
			NOV 2017	Insurance Benefits		
N DELT	NORTHEAST DELTA DENTAL	10/25/1	7 Dental Insurance	12-7-103-14.00	32.81	219242 10/26/17
		÷	NOV 2017	Insurance Benefits		
· VT MV	VT DEPT OF MOTOR VEHICLES	10/25/1	7 REPLACEMENT AAP239	12-7-101-71.00	9.00	219249 10/26/17
			2017-AAP239	Fees and Permits		

11/02/17 11:31 am

Vendor

#### Town of Weathersfield Accounts Payable

Page 2 of 2 atreasr

Check Warrant Report # 143 Current Prior Next FY Invoices For Fund (Highway Fund)

For Check Acct 1 (General Fund) All check #s  $10/26/\overline{17}$  To  $11/02/\overline{17}$  & Fund 12

Invoice Invoice Description Amount Check Check Paid Number Date Date Invoice Number Account 

Report Total

15582.95

atreasr

Check Warrant Report # 133 Current Prior Next FY Invoices For Fund (Proctor Library)
For Check Acct 1(General Fund) All check #s 10/26/17 To 10/26/17 & Fund 13

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Check Number Date
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/17	Life Insurance	13-7-101-14.10 Insurance Benefits	27.15	219239 10/26/17
N DELT	NORTHEAST DELTA DENTAL	10/25/17	Dental Insurance	13-7-101-14.10 Insurance Benefits	118.02	219242 10/26/17
	Report	Ψα+a1			145,17	
	r/epor c	Iocas				

		Invoice	Invoice Description		Amount	Check	Check
Vendor		Date	Invoice Number	Account	Paid	Number	Date
GOBIN	CASELLA WASTE SERVICES		Trash, C&D, Zsort,	21-7-101-45.25	180.71	219224	10/26/17
			0365237	Compactor Hauler Trash			
GOBIN	CASELLA WASTE SERVICES	10/25/17	Trash, C&D, Zsort,	21-7-101-45.05	1051,26	219224	10/26/17
			0365237	Tippage			
GOBIN	CASELLA WASTE SERVICES	10/25/17	Trash, C&D, Zsort,	21-7-101-45.26	180.71	219224	10/26/17
			0365237	Compactor Hauler C&D			
GOBIN	CASELLA WASTE SERVICES	10/25/17	Trash, C&D, Zsort,	21-7-101-45.10	286.40	219224	10/26/17
			0365237	Construction Demo Dispos			
GOBIN	CASELLA WASTE SERVICES	10/25/17	Trash, C&D, Zsort,	21-7-102-45.01	281.88	219224	10/26/17
			0365237	Recycling Expense			
GOBIN	CASELLA WASTE SERVICES	10/25/17	Trash, C&D, Zsort,	21-7-102-45.00	253.63	219224	10/26/17
			0365237	Contracted Recycling			
GOBIN	CASELLA WASTE SERVICES	10/25/17	Trash, C&D, Zsort,	21-7-101-45.25	180.71	219224	10/26/17
-			0365986	Compactor Hauler Trash			
GOBIN	CASELLA WASTE SERVICES	10/25/1	7 Trash, C&D, Zsort,	21-7-101-45.05	801.14	219224	10/26/17
			0365986	Tippage			
GOBIN	CASELLA WASTE SERVICES	10/25/1	7 Trash, C&D, Zsort,	21-7-101-45.26	180,71	21922	1 10/26/17
			0365986	Compactor Hauler C&D			
GOBIN	CASELLA WASTE SERVICES	10/25/1	7 Trash, C&D, Zsort,	21-7-101-45.10	360.13	21922	4 10/26/17
	·		0365986	Construction Demo Dispos			
GOBIN	CASELLA WASTE SERVICES	10/25/1	7 Trash, C&D, Zsort,	21-7-102-45.01	281.88	21922	4 10/26/17
			0365986	Recycling Expense			
GOBIN	CASELLA WASTE SERVICES	10/25/1	7 Trash, C&D, Zsort,	21-7-102-45.00	212.26	21922	4 10/26/17
			0365986	Contracted Recycling			
LINCOLN	LINCOLN NATIONAL LIFE INS	10/25/1	7 Life Insurance	21-7-101-14.10	35.48	21923	9 10/26/17
			NOV 2017	Insurance Benefits			
N DELT	NORTHEAST DELTA DENTAL	10/25/1	.7 Dental Insurance	21-7-101-14.10	32.81	21924	2 10/26/17
			NOV 2017	Insurance Benefits			
				,			
	Report	: Total			4319.71		

10/26/17 08:01 am

# Town of Weathersfield Accounts Payable Check Warrant Report # 136 Current Prior Next FY Invoices For Fund (Reserves) For Check Acct 1(General Fund) All check #s 10/26/17 To 10/26/17 & Fund 41

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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Check Number Date
COTTSYSTE COTT SYSTEMS	10/18/17	Nov 2017 Hosted	41-7-101-91.20 Trsf From Town Clerk Comp	325.00	219229 10/26/17
			<del></del> -		
Re	eport Total			325.00	

## Town of Weathersfield Payroll Check Warrant Report #

Page 1 of 1 atreasr

Period end date 10/14/17 to 10/14/17 Departments 111 to 111

	Employee Name		Check Number			
BALLAM BEARSE COLES CONGDONJ	BALLAM, MARION J. BEARSE, DEFOREST D. COLE, SHIRLEY M. CONGDON, JENNIFER B.	E	9510 9511 46786	10/19/17 10/19/17 10/19/17 10/19/17	0.00 0.00 163.83	149.09 490.75 0.00
DANGOF	DANGO, FLORA ANN DANIELS, WILLIAM J. GOLDING, PHILIP L.	E	9513 46789	10/19/17 10/19/17 10/19/17	0.00	909.17 0.00
HAMMONDC HIERCA HIERS	HAMMOND, COLLEEN L. HIER, CAROLYN A. HIER, STEVE A.	E	9515 9516	10/19/17 10/19/17 10/19/17	0.00	666.94 354.62 86.20
HOWARD MORANCY MORRISED	HOWARD, MEGAN L. MORANCY, WALTER W. MORRIS, EDWARD F.	E E	9521	10/19/17 10/19/17 10/19/17	0.00	69.54 988.79
MORSE MULDOONLA	Fringes paid via direct depo MORSE, MARTHA J. MULDOON, LARRY J.	E	9524	10/19/17	0.00	755.96
SMITH WILKINSHA WRIGHT	SMITH, STEVEN WILKINS, HAL J. LLOYD WRIGHT, JULIA	F	9529	10/19/17 10/19/17 10/19/17	0.00	
					705.44	5836.99

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## Town of Weathersfield Payroll Check Warrant Report #

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Check Warrant Report # Period end date 10/14/17 to 10/14/17 Departments 121 to 121

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.			10/19/17	230.87	350.00
HAZELW	HAZELTINE, WESTLEY	W.	46790	10/19/17	614.53	200.00
HUNTDON	HUNTLEY, DONALD A.	E	9518	10/19/17	0.00	573.25
LONGTIN	LONGTIN, ALEXANDER	J. E	9519	10/19/17	0.00	400.95
MOORER	MOORE, RAY A.	E	9520	10/19/17	0.00	636.16
PELLETRY	PELLETIER, RYAN M.	E	9525	10/19/17	0.00	575.31
STAPLETON	•	E	9527	10/19/17	0.00	557.19
					845.40	3292.86
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10/23/17 05:19 pm

# Town of Weathersfield Payroll

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Check Warrant Report #
Period end date 10/14/17 to 10/14/17 Departments 211 to 211

Employee Employee Number Name	Check Number	Check Date	Net Amount	Elec Amount
MERICLE J MERICLE, JAMES S. WATERST WATERS, TYLER M.		10/19/17 10/19/17	242.07 466.61	0.00
			708.68	0.00

\*\*\*\*\*708.68

10/23/17 05:20 pm

## Town of Weathersfield Payroll Check Warrant Report #

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Period end date 10/14/17 to 10/14/17 Departments 131 to 131

Employee	Employee		Check	Check	Net	Elec
Number	Name		Number	Date	Amount	Amount
COLEMAN	COLEMAN, GLENNA J.	E	9526	10/19/17	0.00	110.82
RICHARDMA	RICHARDSON, MARK P.	E		10/19/17	0.00	520.57
TOPOLSKI	TOPOLSKI, JUDITH A.	E		10/19/17	0.00	114.97
		,			0.00	746.36

\*\*\*\*\*746.36

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Period end date 10/21/17 to 10/21/17 Departments 111 to 111

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BALLAM	BALLAM, MARION J.	E	9530	10/26/17	0.00	371.10
COLES	COLE, SHIRLEY M.	E	9531	10/26/17	0.00	490.75
CONGDONJ	CONGDON, JENNIFER B.		46795	10/26/17	163.83	0.00
DANGOF	DANGO, FLORA ANN		46796	10/26/17	94.03	415.00
DANIELSWI	•	E	9533	10/26/17	0.00	648.79
ESTYJOSH	ESTY, JOSHUA W.	E	9534	10/26/17	0.00	77.38
GOLDING	GOLDING, PHILIP L.		46798	10/26/17	236.41	
HAMMONDC	HAMMOND, COLLEEN L.	E	9535	10/26/17	0.00	683.81
HIERCA	HIER, CAROLYN A.	E		10/26/17		220.49
HIERS	HIER, STEVE A.	E	9537	10/26/17	0.00	86.20
HOWARD	HOWARD, MEGAN L.	E	9538	10/26/17	0.00	46.53
MORRISED	MORRIS, EDWARD F.	E	9542	10/26/17	0.00	988.79
	Fringes paid via direct deposi	t				64.38
MORSE	MORSE, MARTHA J.	E	9543	10/26/17	0.00	
	MULDOON, LARRY J.	E	9544	10/26/17	0.00	
SMITH	SMITH, STEVEN		46801	10/26/17		
	WILKINS, HAL J.	E	9549	10/26/17	0.00	424.69
					620.17	5285.37
					=======	========

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10/23/17 05:18 pm

# Town of Weathersfield Payroll

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Check Warrant Report #
Period end date 10/21/17 to 10/21/17 Departments 121 to 121

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO HAZELW HUNTDON LONGTIN MOORER PELLETRY STAPLETON	ESTY, JOHN W. HAZELTINE, WESTLEY HUNTLEY, DONALD A. LONGTIN, ALEXANDER MOORE, RAY A. PELLETIER, RYAN M. STAPLETON, RAY E.	正	46799 9539 9540 9541 9545	10/26/17 10/26/17 10/26/17 10/26/17 10/26/17 10/26/17 10/26/17	192.50 614.53 0.00 0.00 0.00 0.00 0.00	350.00 200.00 567.87 403.15 604.77 575.17 562.26
					========	=======

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10/23/17 05:19 pm

### Town of Weathersfield Payroll Check Warrant Report #

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Period end date 10/21/17 to 10/21/17 Departments 211 to 211

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
MERICLE J WATERST	MERICLE, JAMES S. WATERS, TYLER M.		10/26/17 10/26/17	228.77 4 <b>4</b> 6.69	0.00
				675.46	0.00

\*\*\*\*\*675.46

10/23/17 05:19 pm

## Town of Weathersfield Payroll Check Warrant Report #

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Period end date 10/21/17 to 10/21/17 Departments 131 to 131

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
COLEMAN RICHARDMA TOPOLSKI	COLEMAN, GLENNA J. E RICHARDSON, MARK P. E TOPOLSKI, JUDITH A. E	9546	10/26/17 10/26/17 10/26/17	0.00 0.00 0.00	110.82 520.57 104.10
				0.00	735.49

\*\*\*\*\*735.49

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Check Warrant Report #
Period end date 10/28/17 to 10/28/17 Departments 111 to 111

	Employee Name		Check Number	Check Date		
BALLAM	BALLAM, MARION J.	E	9550	11/02/17	0.00	366.15
COLES	COLE, SHIRLEY M.	E	9551	11/02/17	0.00	490.75
CONGDONJ	CONGDON, JENNIFER B.		46803	11/02/17	163.83	0.00
DANGOF	DANGO, FLORA ANN		46804	11/02/17	94.03	415.00
DANIELSWI	DANIELS, WILLIAM J.	E	9553	11/02/17	0.00	648.79
DAY	STILLSON, DIANA L.		46813	11/02/17	77.05	0.00
ESTYJOSH	ESTY, JOSHUA W.	E	9554	11/02/17	0.00	
GOLDING	GOLDING, PHILIP L.		46806	11/02/17	208.23	0.00
HAMMONDC	HAMMOND, COLLEEN L.			11/02/17	0.00	642.21
HIERCA	HIER, CAROLYN A.	E	9556	11/02/17	0.00	
HIERS	HIER, STEVE A.	E		11/02/17		86.20
HOWARD	HOWARD, MEGAN L.	E	9558	11/02/17	0.00	
MCNAMARA	•		46809	11/02/17	75.89	0.00
MORRISED	MORRIS, EDWARD F.	E	9562	11/02/17	0.00	988.79
	Fringes paid via direct deposit	:				64.38
MORSE	MORSE, MARTHA J.	E	9563	11/02/17	0.00	
MULDOONLA	MULDOON, LARRY J.			11/02/17		628.44
SKALABAN	SKALABAN, ALEXIS H.	E	9567	11/02/17	0.00	
SLADE	SLADE, LISA A.		46811	11/02/17		
SMITH	•		46812	11/02/17		0.00
	WILKINS, HAL J.	E	9570	11/02/17	0.00	470.33
WRIGHT	LLOYD WRIGHT, JULIA		46808	11/02/17	77.05	0.00
					899.03	5452.31
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### Town of Weathersfield Payroll Check Warrant Report #

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Period end date 10/28/17 to 10/28/17 Departments 121 to 121

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.		46805	11/02/17	184.88	350.00
HAZELW	HAZELTINE, WESTLEY	W.	46807	11/02/17	614.53	200.00
HUNTDON	HUNTLEY, DONALD A.	E	9559	11/02/17	0.00	563.86
LONGTIN	LONGTIN, ALEXANDER	J. E	9560	11/02/17	0.00	406.35
MOORER	MOORE, RAY A.	E	9561	11/02/17	0.00	606.62
PELLETRY	PELLETIER, RYAN M.	E	9565	11/02/17	0.00	575.75
STAPLETON	•	E	9568	11/02/17	0.00	573.04
•						
					799.41	3275.62
					=======	=

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11/02/17 08:24 am

# Town of Weathersfield Payroll

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Check Warrant Report #
Period end date 10/28/17 to 10/28/17 Departments 131 to 131

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
COLEMAN RICHARDMA TOPOLSKI	COLEMAN, GLENNA J. F. F. TOPOLSKI, JUDITH A. F.	9566	11/02/17 11/02/17 11/02/17	0.00 0.00 0.00	110.82 520.57 136.72
•				0.00	768.11

\*\*\*\*\*768.11

11/02/17 08:24 am

# Town of Weathersfield Payroll

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Check Warrant Report #
Period end date 10/28/17 to 10/28/17 Departments 211 to 211

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
MERICLE J WATERST	MERICLE, JAMES S. WATERS, TYLER M.		11/02/17 11/02/17	240.52 471.48	0.00
				712.00	0.00

\*\*\*\*\*712.00