



**Town of Hinesburg**  
**10632 Rte. 116**  
**Hinesburg, VT 05461**  
**www.hinesburg.org**  
**(802) 482-2281**

## **SELECTBOARD AGENDA**

**September 15, 2021**

**7:00PM**

**MEETING WILL BE HELD IN-PERSON & REMOTELY**  
**FACE MASKS REQUIRED FOR IN-PERSON ATTENDANCE**

Join Zoom Meeting

<https://us06web.zoom.us/j/88354390603?pwd=TVB2ZFFPeWxYdWVYMXZDaXFaQzIIXQT09>

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 883 5409 0603

Passcode: 218811

Link to meeting on Media Factory: <https://www.mediafactory.org/hinesburg>

You can also view on Comcast Ch.1084

- |                                                                                           |        |
|-------------------------------------------------------------------------------------------|--------|
| 1. Meeting Call to Order                                                                  | 7:00PM |
| 2. Agenda Additions or Deletions                                                          | 7:00PM |
| 3. Public Comment                                                                         | 7:05PM |
| 4. Selectboard Forum                                                                      | 7:15PM |
| 5. Approve Minutes of 9/1/21                                                              | 7:25PM |
| 6. Consider Enforcement of Zoning Violation at 88 Charlotte Road (Jake's Tree Service)    | 7:30PM |
| 7. Discuss Abandonment of Observatory Road Spur Request                                   | 7:40PM |
| 8. Consider Approval of Temporary Transport Contract with Richmond Rescue                 | 7:50PM |
| 9. Consider Approval of Town Hall Computer Network Management Contract                    | 8:00PM |
| 10. Consider Adoption of Personnel Policy Manual                                          | 8:10PM |
| 11. Consider Revision to Sidewalk Winter Maintenance Policy                               | 8:30PM |
| 12. Consider Employee Request for Town Financial Support for Vermont Leadership Institute | 8:40PM |
| 13. Consider Approval of Contract #1 Step III CWSRF Amendment                             | 8:50PM |
| 14. Consider Approving Bond Anticipation Note for Wastewater Improvement Project          | 9:00PM |
| 15. Town Manager Update                                                                   | 9:10PM |
| 16. Consider Approving Warrants                                                           | 9:15PM |
| 17. Adjourn                                                                               | 9:20PM |

Questions or comments during the live broadcast? Email [selectboard@hinesburg.org](mailto:selectboard@hinesburg.org) and those questions or comments may be read during the meeting. *All times are approximate. For meeting materials, please visit: <https://www.hinesburg.org/select-board>* Contact the Town Manager if you have questions: [todit@hinesburg.org](mailto:todit@hinesburg.org); or 482-4206



35 Floyd Wood, father of Alicia Marshall, joined the meeting by zoom at this point. He said he came into  
36 the yard after the incident and told the police officer in charge he would take people into the house to  
37 calm them down. He said he showed the officer the yard stating the dog cannot get out. He feels the  
38 dog was let out by someone else.

39 Phil said the meeting was properly warned and stands by his motion.

40 Maggie moved to close the hearing at 6:40 p.m., second by Mike and approved.

41 Respectfully submitted,

42 Valerie Spadaccini, clerk of the Board

1 **SELECTBOARD MEETING DRAFT**

2 September 1, 2021

3 Attending the meeting; Merrily Lovell, Maggie Gordon, Dennis Place, Phil Pouech (remotely), Mike Loner  
4 (remotely), Joy Dubin Grossman, Todd Odit, Henry Benis, Josh Pepin (remotely), Michelle Sudol (remote).

5  
6 Meeting called to order at 7:00 p.m.

7 Agenda Deletions or Additions

8 There were no changes.

9 Public Comment

10 Henry Benis, resident of North Rd., was present regarding posting of land on Observatory Rd. Henry said  
11 for the past 25 years he has maintained walking paths near the old landfill. Owners of a recently  
12 purchased parcel of land have posted not only their land but Town land also. Phil said he walked there  
13 and saw the signs; he checked the property maps and it is clearly Town property. He noted the  
14 turnaround at the end of the road is being used by these individuals for drop off of lumber for their  
15 building.

16 Mike asked if this is the same landowners who at the last meeting requested the Town gift a parcel of  
17 land to them. Yes, it is the same individual.

18 Todd said he will meet with Renae and speak with her about this.

19 Selectboard Forum

20 Merrily said she was finally able to present Renae Marshall with the framed resolution the Selectboard  
21 had made for her. Merrily said Renae asked her to convey gratitude to the Board and to Joy.

22 Phil advised bid documents will be sent out for the sidewalk maintenance work. He thanked Tyler  
23 Billingsley and Erik Bailey for their help with this.

24 Phil asked Todd if he had any new information on the crosswalk by Annette's playschool. Todd said he  
25 has contacted an engineer to check on signage and to do a speed study to see if we can reduce the  
26 speed on that section of the road.

27 Approve Minutes of 8/18/21

28 Maggie moved to approve the minutes as amended. Second by Phil and approved with 5 yes votes.

29 Update on Mojo Dog Bite

30 Michelle Sudol, owner of Mojo, is requesting the Board remove the muzzle requirement and allow her  
31 children to also walk the dog. Michelle said they are continuing to work with the trainer.

32 Maggie asked how old her sons are. Michelle said they are 13 and 17 and are also taking part in the  
33 training.

34 Phil said he is concerned about the bite incident and Michelle's statement that the dog was under  
35 control at the time. He suggests to continue with the training and have the trainers state why moving  
36 forward this type of incident would not happen again and the Board could consider changing the order  
37 at that time. Specifically addressing that the dog can be walked on public land by her sons without a  
38 muzzle.

39 Mike agrees with Phil's statement.

40 Todd suggests to maintain the muzzle requirement and to allow the sons to walk the dog.

41 Phil moved to change the order to allow Mojo to be exercised on public land, as long as the dog is  
42 muzzled, by the owner and her two sons. Second by Mike and approved with 5 yes votes.

43

#### 44 Consider Approving Proposal for Management of Town Hall Computer Network

45 Josh Pepin, Senior Account Manager of the Tech Group LLC, presented his proposal for technical  
46 services. The Techgroup currently provides the Town with technical assistance on an "as requested"  
47 basis.

48 Phil said the Town has many programs and asked Josh if he is aware of what the Town has. Josh said  
49 they would look at what the Town has and see what can be moved to the cloud.

50 Dennis agrees with the need to have a secure website but feels it would be good to do an assessment  
51 before making a decision.

52 Todd said the proposal includes the Town Hall computer network, it does not include the water or police  
53 departments.

54 Maggie asked Todd if he is planning on getting estimates from other firms. Todd said in his experience  
55 the Techgroup has provided the best service for the best expense.

56 Mike asked about services outside of the scope of the contract and in general how often it would be  
57 needed. Josh said past information shows Hinesburg used the service about 3 ½ hours a month. Any  
58 special projects would be by quote.

59 Phil said we have the computers and need to take care of the system. He feels the basic security system  
60 will allow Todd to focus on other things.

61 This will be put on the agenda for the next meeting to allow Board members time to educate themselves  
62 on this.

63 Mike asked Todd to ask other Towns what they are using and paying.

#### 64 Review Cost Comparison of VMERS Group "B" vs Group "D"

65 Todd put together a chart for the Board to review showing salaries of qualified employees and the  
66 contributions by the Town and the employee for each plan. Todd said it covers all the police officers,  
67 two fire department positions and contemplating a part time fire chief.

68 Phil asked why only police, fire and EMS employees. Todd said that rule is by State Statute. Existing  
69 employees can remain in the current plan and new employees must take the new plan if offered.

70 Phil asked if the State manages the funds and Todd said that is correct.

71 Merrily asked if the police are interested and Todd said he spoke with them and they are.

72 Dennis said he does not see a retention problem with police officers and does not feel the Town can  
73 afford this.

74 Phil suggests to hold off on offering this for now. If the police officers feel really strongly about this they  
75 should come to the Board and advocate for it.

76 Mike agrees to wait, we know the Police Department is looking to unionize and negotiating before we  
77 have to does not make sense. He is willing to listen to the officers if they bring this to the Board and  
78 advocate for the plan.

79 Maggie said while she is in favor of promoting a work environment that supports retention, she feels we  
80 should hold off on this. She noted the fact that the Police budget has doubled in the past 10 years and a  
81 new officer has been added.

#### 82 Consider Approving Richmond Rd Pedestrian Scoping Study Update SOW

83 Todd noted the RPC has agreed to include this in their workplan for this fiscal year.

84 Phil moved to move to approve moving forward with the Richmond Rd Pedestrian and Bicycle Scoping  
85 Study update scope of work with a cost of up to \$4,200. Second by Maggie and approved with 5 yes  
86 votes.

87

#### 88 Discuss the Implementation of a Dedicated Capital Tax Rate

89 Todd explained how a dedicated capital tax rate would work. The voters would vote on a set capital tax  
90 rate, the general fund tax rate would be reduced by an equal amount.

91 Todd will come back with more information so the Board can look into learning more about this idea  
92 and it will be a point of discussion at their retreat.

#### 93 Landfill Water Testing Results and Next Steps

94 Joy updated the Board on the situation. She said as required the Town has informed the Highway  
95 Garage and the Turner's that the water is not drinkable. The Town is providing bottled water for them.

96 Joy has contacted some engineers to find out how we can deal with the landfill situation now. Point of  
97 entry treatment systems (POET) will cost around \$11,000 to install for a residence as well as a few  
98 thousand annually to maintain the system. She does not have an estimate for the Town garage yet as  
99 that system will be different and a larger system. Additionally, it will cost thousands of dollars to  
100 complete the other requirements put forth by the State.

101 Maggie asked about the deadline date noted in the letter. Joy said she is not concerned with that as the  
102 State knows we are diligently working on this.

103 Dennis asked if ARPA funds can be used.

104 Phil said it seems like the State would have some money for assistance for closure of landfills. Phil also  
105 asked if the Town has any insurance coverage for something like this. Joy said that can be looked into.  
106 Phil also asked if we should be going forward with the maintenance of cutting trees and clearing the  
107 landfill area. Joy said we could be starting the clearing but not disturbing the landfill.

108

109 Approve Possible General Fund Loan to Wastewater Fund for Upgrade Project

110

### **INTERFUND LOAN AGREEMENT**

111 This Loan Agreement (Agreement) is executed as of September 1, 2021 (Effective Date),  
112 between the Town of Hinesburg Selectboard (Lender) and the Town of Hinesburg Water  
113 and Wastewater Commissioners. Lender agrees to lend from Lender's General Fund to  
114 Borrower's Water and Wastewater Enterprise Fund, and Borrower agrees to repay  
115 Lender, an amount not to exceed the Principal Amount and interest accrued on the  
116 unpaid loan balance, in accordance with the following:

- 117 1. **Purpose of the Loan.** To provide funds for use by the Borrower to provide  
118 short-term funding for wastewater system improvements.  
119
- 120 2. **Principal Loan Amount.** Not to exceed \$500,000. The loan will be recorded  
121 as receivable to the Lender and payable to the Borrower.  
122
- 123 3. **Term of the Loan.** The term of this loan shall be one year, beginning on  
124 the Effective Date, and shall be repaid in full as of September 2, 2022.  
125
- 126 4. **Scheduled Payments.** Borrower shall make payments biannually against  
127 principal and interest. Borrower shall make the first payment on March 1, 2022.  
128 Payments will be credited first to interest then due, and then to principal.  
129 Borrower may make partial or complete payment of principal and earned interest  
130 at any time before its due date and without any prepayment penalty.  
131
- 132 5. **Rate of Interest.** Interest shall accrue at the Short-term Applicable Federal  
133 Rate for September 2021, which is 0.17%, compounded monthly. Loan interest  
134 will be recorded as revenue to the Lender and expenditure to the Borrower.  
135
- 136 6. **General Provisions.** This Agreement constitutes the full Agreement by  
137 and between the parties and no other representations have been made regarding  
138 the contents of this Agreement. This Agreement shall not be amended, modified,  
139 or altered in any respect unless such amendment, modification, or alteration has  
140 been reduced to writing and executed by both parties.  
141

142 Phil moved to approve the Interfund Loan Agreement as presented. Second by Mike and approved with  
143 5 yes votes.  
144

145 Phil moved to convene as the Water and Wasetwater Commissioners, second by Maggie and approved  
146 with 5 yes votes.

147 Phil moved to approve the Interfund Loan Agreement as presented. Second by Maggie and approved  
148 with 5 yes votes.

149 Phil moved to adjourn as the Water and Wastewater Commissioners, second by Maggie and approved  
150 with 5 yes votes.

151 Town Manager Update

- 152 • Todd reported Francis Smith, the newest police officer at the Police Department resigned to  
153 take a position in Bristol so there is a pause on the police grant. Phil said it would be nice to  
154 know what the Town's options are regarding the grant.
- 155 • The union agreed not to include the Sergeant position so there was no need to hold a hearing.
- 156 • Todd said the interim Fire Chief reported the ambulance will not be ready till next May. The  
157 Town will need to find coverage till that time.
- 158 • The Town held a Creating a Respectful and Equitable work environment training for Town  
159 employees.
- 160 • Todd reminded the Board about the upcoming VLCT Town Fair.

161 Consider Approving Warrants

162 Phil moved to approve the warrants signed by Maggie, Dennis and Merrily, including payroll, as  
163 submitted by the Town Treasurer. Second by Maggie and approved with 5 yes votes.

164 Consider a Motion to Enter Executive Session Under Provisions of 1 V.S.A. § 313(a)(1)(A) to discuss a contract  
165 the potential premature disclosure of which could put the Town at a substantial disadvantage.

166 Merrily moved to enter executive session including Todd and Joy to discuss a possible contract. Second by  
167 Maggie and approved with 5 yes votes.

168 Phil moved and Maggie seconded to exit executive session at 9:22 p.m. Motion passed 5-0

169 Potential Action as a Result of Executive Session

170 Phil moved and Maggie seconded authorizing the Town Manager to execute a settlement agreement. The motion  
171 passed 5-0.

172 Adjourn

173 Phil moved and Maggie seconded adjourning the meeting at 9:24 pm. The motion passed 5-0.

174 Respectfully submitted,

175 Valerie Spadaccini, clerk of the Board

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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODOT, TOWN MANAGER  
**SUBJECT:** JAKE'S TREE SERVICE VIOLATION  
**DATE:** 9/15/2021

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**ISSUE:**

The issue is whether the Selectboard will authorize the Zoning Administrator to engage the Town Attorney for the purpose of enforcing the Jake's Tree Service zoning violation.

**DISCUSSION:**

Refer to the memo from the Zoning Administrator to the Town Manager dated August 27, 2021 for detail on the zoning violation.

In order to enforce the violation and assess fines, an enforcement action must be filed with the court. Doing so necessitates engaging the Town Attorney and spending town funds. The Zoning Administrator needs the Selectboard's approval to do so.

**RECOMMENDATION:**

It is recommended that the Selectboard authorize the Zoning Administrator to engage the Town Attorney in order to enforce the Jake's Tree Service zoning violation.



**Town of Hinesburg  
Planning & Zoning Department  
10632 Route 116, Hinesburg, VT 05461  
802-482-2281 (ph) 802-482-5404 (fax)  
www.hinesburg.org**

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## MEMORANDUM

**TO:** Todd Odit, Town Manager  
**CC:** Alex Weinhausen, Director of Planning & Zoning  
**FROM:** Jim Jarvis, Zoning Administrator  
**DATE:** 27 August 2021  
**RE:** Notice of Violation, Jake Clark, 88 Charlotte Rd. taxmap 20-50-58.000

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Todd,

On August 11, I issued a notice of violation to Mr. Clark in regard to his operation of a home occupation (Jake's Tree Service) on the property immediately adjacent to town hall. Copies of the NOV and the MOMA accompany this memo. His 15 day DRB appeal period expired on 8/26/21.

The narrative history included in the NOV documents complaints going back to the Fall of 2019, including communications with Alex Weinhausen. This operation continues today, and is documented in the attached pictures.





In addition to the vehicles and material in these pictures, there are often two trucks in the driveway on the other side of his house.

I am referring the matter to you, and ask that the Select Board take further action to stop what is a clear zoning violation. Please let me know when you're able to put it on their agenda.

*Jim Jarvis*

Jim Jarvis, Zoning Administrator.

vt secretary of state business... Corporations Division Corporations Division Vermont Secretary of State - B...

https://bizfilings.vermont.gov/online/BusinessInquire/BusinessInformation?businessID=321195

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VERMONT Secretary of State CORPORATION'S DIVISION Vermont Secretary of State JIM CONDOS HOME

Back

**Business Information**

**Business Details**

<b>Business Name:</b> JC'S TREE SERVICE	<b>Business ID:</b> 0321195
<b>Registration Type:</b> Assumed Business Name	<b>Registration Status:</b> Active
<b>Expiration Date:</b> 09/25/2021	
<b>Registration Date:</b> 07/27/2016	<b>Next Renewal Period Begins:</b> 07/25/2021
<b>NAICS Code:</b> 23-Construction	<b>NAICS sub code:</b> 990-All Other Specialty Trade Contractors
<b>Principal Office Business Address:</b> 88 Charlotte Rd. Hinesburg, VT, 05461, USA	<b>Principal Office Mailing Address:</b> PO Box 525, Hinesburg, VT, 05461, USA
<b>Citizenship:</b> Domestic/VT	

**Individual Registrant Information**

<b>Name:</b>	<b>Address:</b>
Jacob Clark	88 Charlotte Rd. Hinesburg, VT, 05461, USA

**Registered Agent Information**

**Name:** Jake Clark

**Physical Address:** 88 Charlotte Rd. Hinesburg, VT, 05461, USA

**Mailing Address:** PO Box 525 Hinesburg, VT, 05461, USA

**Agent Type:** Individual Person

**Business Registrant Information**

No Business Registrants associated with this Assumed Name .

**From:** Alex Weinhagen <[aweinhagen@hinesburg.org](mailto:aweinhagen@hinesburg.org)>  
**Sent:** Thursday, May 27, 2021 12:20 PM  
**To:** [jakeclarkstreeservice@yahoo.com](mailto:jakeclarkstreeservice@yahoo.com)  
**Cc:** Mitchel Cypes; Jim Jarvis  
**Subject:** JC's Tree Service - Home Occupation Permit  
**Attachments:** DRB\_Application.pdf; conduse\_checklist\_080116.pdf

Jake,  
*re: JC's Tree Service Home Occupation Permit; 88 Charlotte Rd; taxmap# 20-50-58.000*

Thanks for the phone conversation this morning regarding your business – JC's Tree Service. You indicated that most of the business vehicles and equipment are stored in Huntington, but that you do use your home property at 88 Charlotte Road for some equipment. Your 88 Charlotte Road address also appears to be the primary address associated with the business (e.g., VT Secretary of State business registration; JC's Tree Service Facebook page). As we discussed, you need to get a home occupation permit.

This type of home occupation requires conditional use review by our Development Review Board. See attached for the application form. Please submit this along with a brief narrative that addresses the items in the attached checklist (e.g., description of business, number/type of vehicles to be stored, equipment and materials to be stored, hours, etc.). Don't worry about submitting a site plan/map. Our Development Review Coordinator (Mitch Cypes, [mcypes@hinesburg.org](mailto:mcypes@hinesburg.org), 482-4211) will work with you to generate a map once you submit your application. I've copied him and our Zoning Administrator (Jim Jarvis) on this email, so that they are in the loop. The application fee is \$315. Make the check payable to the Town of Hinesburg.

As we discussed, you can only have a limited number of trucks and heavy equipment on the property. Per section 5.3.4(1) of the Zoning Regulations, you can have no more than three trucks, only one of which may be larger than a panel truck or pickup truck, and all of which have a carrying capacity under three tons. You need to meet this requirement in order to be reviewed as simple home occupation under section 5.1.2.

In your narrative, be sure to address what business-related materials and equipment you will store outside. Motor vehicles don't need to be screened, but materials and equipment does need to be screened from adjoining properties and roadways. As we discussed, fencing the area used for storage is one way to address this.

PS – No review or permit would be needed if the entire business operation were located in Huntington – i.e., no vehicles, equipment, or materials stored on the Hinesburg property, and the business office in Huntington. In this case, you could still drive a single company vehicle to and from your Hinesburg home.

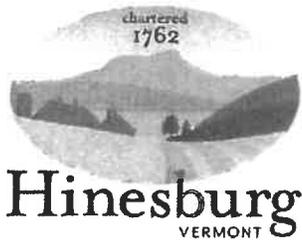
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Alex Weinhagen  
Director of Planning & Zoning, Town of Hinesburg  
[aweinhagen@hinesburg.org](mailto:aweinhagen@hinesburg.org)  
[www.hinesburg.org](http://www.hinesburg.org) - Planning/Zoning page  
802-482-4209  
10632 Route 116, Hinesburg, VT 05461

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Notice – Under Vermont Open Records law, e-mail and attachments received or prepared for use in matters concerning Town business, or relating to Town business, are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law.



**Town of Hinesburg  
Planning & Zoning Department  
10632 Route 116, Hinesburg, VT 05461  
802-482-2281 (ph) 802-482-5404 (fax)  
www.hinesburg.org**

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July 26, 2021

Jacob Clark  
PO Box 525  
Hinesburg, VT 05461

JC's Tree Service  
88 Charlotte Road  
Hinesburg, VT 05461

***re: 88 Charlotte Road (taxmap# 20-50-58.000); zoning compliance issue – home occupation***

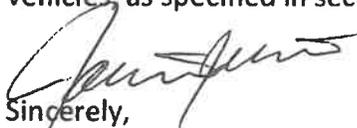
Mr. Clark:

This is a pre-notice of violation. I'm following up on letters sent on April 11 and 26, 2021 regarding your tree service operation at the above address. As noted in the earlier letter, we have noticed vehicles, equipment, and materials (stone, gravel, haybales, and stacks of cut wood) on your property that appear to be for commercial use.

I also see in our zoning file that our prior Zoning Administrator (Suzanne Mantegna) sent you two letters about this, one dated September 10, 2019 and one dated January 10, 2020. In those letters, she made it clear that a zoning permit is needed to operate a business from the property. In her January 10, 2020 letter, she indicated that if she didn't hear from you by January 21, 2020, she would be forced to issue a notice of violation. Our file doesn't include any correspondence after that letter, so I'm not sure if the matter was resolved or not back in early 2020.

**Please contact me not later than August 4 to resolve this. You can reach me by phone at 482-4213 or by email at [jjarvis@hinesburg.org](mailto:jjarvis@hinesburg.org).** I'm typically in the office on Monday, Wednesday, Friday.

Failure to do so will result in issuance of a zoning violation for operating a home business without a permit, exterior storage of equipment and materials, and exceeding the permitted number of vehicles, as specified in section 5.1.1 of the Hinesburg Zoning Regulations.



Sincerely,

James Jarvis  
Zoning Administrator

cc: A. Weinhagen, Director of Planning & Zoning  
T. Odit, Municipal Manager



**Town of Hinesburg**  
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[www.hinesburg.org](http://www.hinesburg.org)

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August 11, 2021

Jake Clark  
PO Box 525  
Hinesburg, VT 05461

JC's Tree Service  
88 Charlotte Road  
Hinesburg, VT 05461

**Notice of Zoning Violation, 88 Charlotte Road (taxmap# 20-50-58.000– home occupation**

Mr. Clark:

In conformance with State Statute 24VSA §4451, this is a notice that a violation exists. You are in violation of section 5.1 of the Hinesburg Zoning Regulations. Specifically, the violation is for operating a home occupation (JC's Tree Service) without a permit. You confirmed that you were operating the home occupation when you spoke with Alex Weinhagen (Director of Planning and Zoning) by phone on May 27, 2021 (as noted in his follow-up email, which is attached.) As noted in prior correspondence, we have noticed vehicles, equipment and materials (stone, gravel, haybales, and stacks of logs and cut wood) on your property that appears to be for commercial use.

You have the opportunity to cure this violation within seven days of this notice. The remedy is to cease the home occupation on your property, and remove the related vehicles, equipment and materials, until such time that you have received the necessary permits. If you fail to correct this violation within seven days, the Town may pursue legal action, which could result in you being fined as much as \$200 per day for each day that you continue to be in violation. You will not be entitled to an additional warning notice for a violation occurring after the seven days.

In accordance with State Statute 24VSA §4465, should you disagree with this notice of violation, you have the right to appeal this decision to the Hinesburg Development Review Board (DRB) within fifteen (15) days of the date of this notification. Appeals should be submitted to the Planning and Zoning Office in Town Hall at the address in the letter head. A notice of appeal must be in writing. The appeal must also be accompanied by an application fee of \$215.

If this violation has not been corrected or appealed, this letter will be entered into the Town records and considered the final decision on the violation. Per State Statute 24VSA §4451, should this violation be repeated within twelve months of this date, a court action may be instituted immediately without providing an additional seven-day opportunity to cure the violation. I hope you are able to remedy the situation quickly.

**Narrative History:**

- \* Sept 10, 2019; letter to Gary Clark (homeowner) regarding JC's Tree Service
- \* January 10 2020; 2<sup>nd</sup> letter to Gary Clark re: JC's Tree Service
- \* April 11, 2021; Letter from A. Weinhagen to Gary Clark, re: JC's Tree Service
- \* May 27, 2021; phone conversation A Weinhagen & Jake Clark re: HO permit
- \* May 27, 2021; Weinhagen email detailing above conversation. (see attached copy)
- \* 2 J Jarvis phone calls (unlogged) in June & July, Left msg to call; unreturned
- \* July 26, 2021; Pre-violation notice letter issued.

Please contact me should you have any questions regarding this matter.

Sincerely,

James Jarvis  
Zoning Administrator  
Town of Hinesburg  
[jjarvis@hinesburg.org](mailto:jjarvis@hinesburg.org), 802-482-4213

CC: Todd Odit, Town Manager  
Alex Weinhagen, Director of Planning & Zoning



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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** OBSERVATORY ROAD REQUEST  
**DATE:** 9/15/2021

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**ISSUE:**

The issue is whether the Selectboard would like to pursue conveying a portion of town land to a parcel owned by the Mobbs, which is tax map parcel 09-01-69.100.

**DISCUSSION:**

At a previous meeting Renee Mobbs, owner of the parcel adjacent the town owned 907 Beecher Hill Road, requested that the Selectboard convey a roughly 60' x 960' strip of town property to the Mobbs' parcel. While that parcel and Observatory Road were intended to be formerly Classified as a Class 3 Town Highway, that never occurred. As a result, if the Selectboard were to convey any portion of that land, they would not have to follow the process laid out in Title 19 Chapter 7, Laying out, Discontinuing and Classifying Highways. Instead, the Selectboard would need to follow 24 V.S.A. § 1061 (text is attached).

If the Selectboard decides to retain the parcel, they are not obligated to classify it as a town highway. Unless initiated by the Selectboard, the Selectboard wouldn't have to act unless it received a petition signed by at least 5% of registered voters in town asking them to establish it as a town highway. Even if a petition is filed, the Selectboard is only obligated to go through a process, hold a hearing and make a decision on the request.

**RECOMMENDATION:**

It is recommended that the Selectboard decide whether they want to pursue conveying the parcel in question.

**Zimbra****todithvt@gmavt.net**

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**Observatory RD**

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**From :** Andrea Morgante <andrehinesburg@gmail.com>

Sun, Aug 29, 2021 08:05 PM

**Subject :** Observatory RD**To :** Merrily Lovell <merrilylovell@gmail.com>, Phil Pouech <ppouech@hinesburg.org>, Maggie Gordon <mgordon@hinesburg.org>, dplace@hinesburg.org, Mike Loner Selectboard <mloner@hinesburg.org>, todit@hinesburg.org

I urge the town to keep the land it acquired from the Goodrich's in the early 1990's. Although it was partially upgraded using town gravel and intended to become a class 3 Rd there is no reason to sell a portion of land to the adjoining landowner. It may be possible to grant them access across the property utilizing the existing road base material that was put in and is suitable for their driveway.

The selectboard could also reclassify the portion of Observatory Rd that extends past the existing house as a class 4 or town trail. The VT Astronomical Society could still have access and if the Mobbs want to upgrade it as their driveway they can do that but the public would still be allowed to walk or ride horses or bike etc. Although it currently does not connect to other town trails the possibility exists in the future to make a connection to the Class 4 portion of Buck Hill Rd

This situation is similar to the portion of Leavensworth Rd south. The class 3 portion ends at the Finn driveway and is a class 4 road as it continues west and then north to connect with the class 3 portion of Leavensworht RD north. Scott Shumway was allowed to upgrade the class 4 portion of the road at his expense and then created his driveway off of it. The town doesn't plow it or maintain it.

This is also the situation at the north end of Lavigne Hill Rd where it becomes a class 4 rd beyond Harry Russell's driveway.

I believe these roads, lands and trails are town assets that should remain in public ownership.

Sincerely,

Andrea Morgante

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**NOTES:**

BOUNDARY INFORMATION SHOWN ON THIS PLAN IS INFORMATION TAKEN DIRECTLY FROM AN UNRECORDED SURVEY IN THE POSSESSION OF RALPH GOODRICH ENTITLED "MAURICE L. RALPH B. ROBERT H. GOODRICH - PLAN OF THE 100 ACRE PARCEL OF THE HOME PARCEL BY FIELD C. KOERNER, C.E. DATED MARCH 1990."

DEED REFERENCES:  
 VOL. 78, PAGE 11218 - 1/21/1981 (TO MAURICE, RALPH & ROBERT)  
 VOL. 79, PAGE 11235 - 10/4/1991 (STEP TO TOWN OF HINSDENBURG)  
 VOL. 21, PAGE 116 - 1/6/1982 (100 ACRES)  
 MAP VOL. 5, PAGE 98, SLIDE 131 (STRIP TO TOWN)

FOR THE PURPOSE OF THE SETTLEMENT OF THE MAURICE GOODRICH ESTATE THE 104 ACRE PARCEL IS PROPOSED TO BE DIVIDED ALONG THE CENTERLINE OF THE BROOK THAT RUNS SOUTHWESTERLY THROUGH THE PROPERTY FROM POINT A IN THE NORTHEAST CORNER OF THE PROPERTY THAT IS LOCATED ABOUT 150 FEET EASTERLY FROM THE SOUTHEAST CORNER OF THE LEROY PROPERTY, RUNNING THEN ALONG THE MEANDER & CENTERLINE OF THE BROOK, TO A POINT IN THE SOUTHERLY BOUNDARY OF THE PROPERTY THAT IS LOCATED ABOUT 610 FEET WESTERLY FROM THE NORTHWEST CORNER OF THE JOHN & SALLY MEAD PROPERTY.

THE BROOK LOCATION SHOWN IS PLOTTED FROM LIMITED FIELD MEASUREMENTS MADE BY GEORGE BERLAND AND RALPH GOODRICH AND FROM AERIAL PHOTO DATA DETERMINATION BY GEORGE BERLAND IN 1954, 2001.

"PROPOSED"  
 100 ACRE PARCEL  
 33 ACRES, MORE OR LESS

"PROPOSED"  
 RALPH B. GOODRICH & ROBERT H. GOODRICH PARCEL  
 67 ACRES, MORE OR LESS  
 (EXCLUDES 60 FOOT WIDE STRIP OWNED BY THE TOWN OF HINSDENBURG)

"PROPOSED"  
 100 ACRE PARCEL  
 33 ACRES, MORE OR LESS

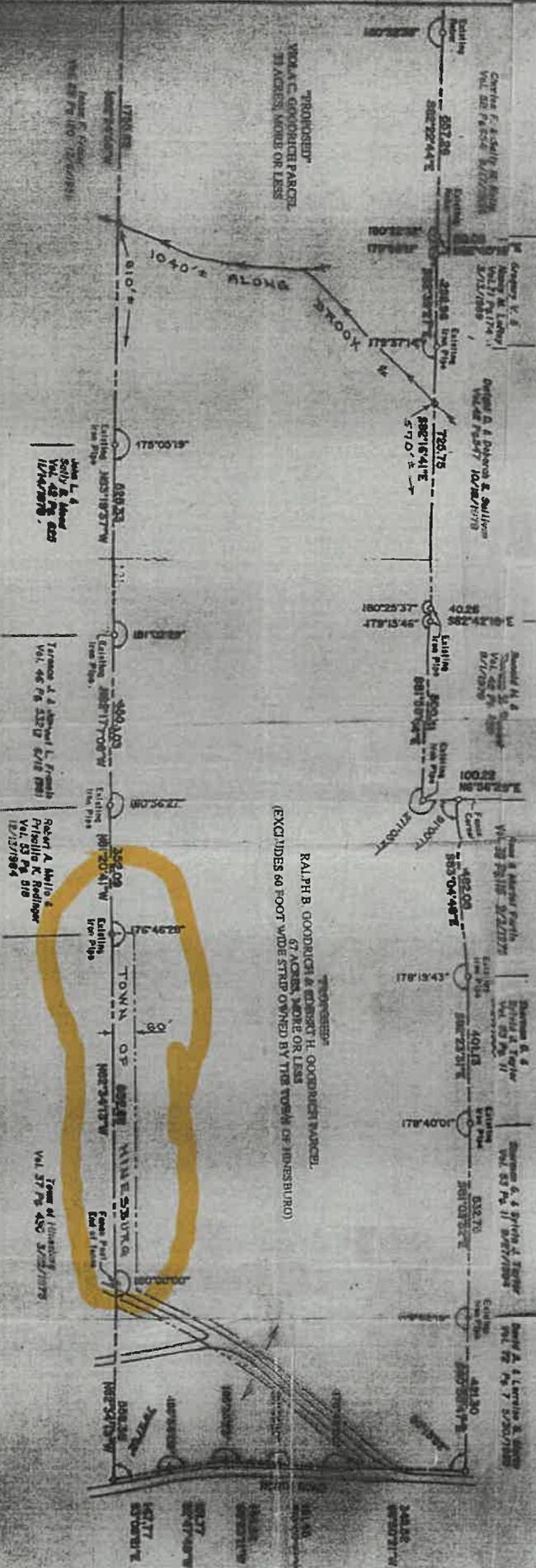
"PROPOSED"  
 100 ACRE PARCEL  
 33 ACRES, MORE OR LESS



Hinsden Town Clerk's Office  
 This is 272<sup>nd</sup> Day 446/25/2001  
 At 12:00 PM, 25 Minutes AM  
 Recorded and Recorded in Book 6  
 Side 41C  
 M. J. O'Brien

Town of Hinsdenburg  
 Vol. 27 Pg. 450 2/22/1978

Slide 41C



# observatory road



8/18/2021, 12:27:58 PM

□ Tax Parcel Boundary - 2019-20

— Stream Centerline

1:3,611

0 0.02 0.04 0.08 mi

0 0.04 0.07 0.14 km

Source: Esri, Maxar, GeoEye, Earthstar, GeoGraphics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Mapping Application Prepared by CCRPC  
VCGI | VTANRGIS | VCGI, Maxar, Microsoft |

# The Vermont Statutes Online

## **Title 24 : Municipal And County Government**

### **Chapter 033 : Municipal Officers Generally**

#### **Subchapter 009 : Agent To Convey Real Property**

(Cite as: 24 V.S.A. § 1061)

#### **§ 1061. Conveyance of real estate**

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

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

(b) As an alternative to the procedures set forth in subsection (a) of this section, the legislative body may elect to have the voters decide, at an annual or special meeting warned for that purpose, whether the real estate should be conveyed. If a majority of the voters of the municipality present and voting vote to approve the proposed conveyance, the real estate may be conveyed.

(c) Notwithstanding the provisions of subsections (a) and (b) of this section, the legislative body of a town or village may authorize the conveyance of municipal real estate if the conveyance:

(1) Is directly related to the control, maintenance, construction, relocation, or abandonment of highways.

(2) Is directly related to the control, maintenance, operation, improvement, or abandonment of a public water, sewer, or electric system.

(3) Involves real estate used for housing or urban renewal projects under chapter 113 of this title.

(4) Involves lease land pursuant to chapter 65, subchapter 1 of this title.

(d) Subject to the provisions of subsections (a) and (b) of this section, real estate owned by a city, town, village, or town school district may be conveyed by an agent designated by the legislative body for that purpose, and the conveyance shall be under the hand and seal of the agent. The legislative body shall certify the designation of an agent and have the certificate recorded by the clerk.

(e) Nothing in this section shall be construed to impair or affect the authority or responsibility of any municipality or the legislative body thereof with respect to any real estate held or acquired in a fiduciary capacity.

(f) Nothing in this section shall be construed to impair or affect any provisions in a charter of a town or village involving the conveyance of real estate. (Amended 1993, No. 151 (Adj. Sess.), § 1; 2017, No. 152 (Adj. Sess.), § 2; 2019, No. 84 (Adj. Sess.), § 2.)

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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** TEMPORARY RICHMOND RESCUE CONTRACT  
**DATE:** 9/15/2021

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**ISSUE:**

The issue is whether the Selectboard will approve a temporary ambulance transport contract with Richmond Rescue for three quarters at a cost of \$12,000 per quarter.

**DISCUSSION:**

With the delay in delivery of Hinesburg's ambulance and the desire for St. Mikes Rescue to no longer serve the town, a temporary transport service is needed. Richmond Rescue has stated that they would be able to cover Hinesburg and St. George beginning October 1, 2021 and ending June 30, 2022. The cost of the service is \$12,000 per quarter.

The cost of the service can be offset by a few different line items within the overall EMS budget, including but not limited to: EMS responder, call reimbursement, and dispatch services.

**COST:**

The total cost of the contract is \$36,000.

**RECOMMENDATION:**

It is recommended that the Selectboard approve the ambulance transport service with Richmond Rescue for October 1, 2021 through June 30, 2022 for a total cost of \$36,000.

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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** NETWORK MANAGED SERVICES PROPOSAL  
**DATE:** 9/15/2021

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**ISSUE:**

The issue is whether the Selectboard will approve the Managed Services Proposal from Techgroup for the Town Hall computer network.

**DISCUSSION:**

The Techgroup currently provides the town with technical assistance on an “as-requested” basis. A town employee provides some in-house technical support. The Town was recently notified by VLCT PACIF that cyber security insurance providers are being very selective in who they cover and are looking for robust security controls. The only way we can get close to what the carriers are looking for is to outsource management and maintenance of the town hall computer network. In addition to the managed services is a cloud data back-up and restoration service. Currently, the town’s network is only backed up on-site, and requires an employee to bring a back-up tape home in order to have a safe back up should something happen at town hall. With a cloud back-up, we would have an additional back-source.

Of the services listed in the proposal, the town should start with the EssentialCare Managed Services at \$560/month and the Vermont Cloud Data Restoration Platform at \$210/mo. Together, this would amount to an annual cost of \$9,240.

UPDATE: Attached to this memo is the cost of similar service from a different provider for the Town of Jericho for their Town Hall network which is very similar to Hinesburg’s. For the comparable services to TechGroup, the monthly cost was \$837, or \$67 more than TechGroup. The Town of Jericho did just switch back to TechGroup as a result of poor call response from the other provider.

**RECOMMENDATION:**

It is recommended that the Selectboard approve the EssentialCare Managed Services at \$560/month and the Vermont Cloud Data Restoration Platform at \$210/mo.



### DominionCare

Prepared by:

**DominionTech Computer Services**

Mike Psaros  
(802) 655-0880  
Fax (802) 871-5265  
Mike@DominionTech.com

Prepared for:

**Town of Jericho**

PO Box 39  
Rte 15  
Jericho, VT 05465  
Todd Odit  
8028999970109  
todit@jerichovt.gov

Quote Information:

**Quote #: MP20102421**

Version: 1  
Delivery Date: 10/29/2018  
Expiration Date: 11/05/2018

### Quote Summary

Description	Amount
Office 365 Migration	\$1,815.00
MigrationWiz Lic	\$131.89
On-boarding Project	\$1,487.90
Total: <b>\$3,434.79</b>	

### Monthly Expenses Summary

Description	Amount
Security Essentials Support Plan	\$647.90
Backup & Disaster Recovery	\$189.00
Office 365 Subscriptions	\$137.50
Monthly Total: <b>\$974.40</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

DominionTech Computer Services

Town of Jericho

Signature:   
Name: Mike Psaros  
Title: Business Development Manager  
Date: 10/29/2018

Signature: \_\_\_\_\_  
Name: Todd Odit  
Date: \_\_\_\_\_



## Managed Services Proposal

For



**Todd Odit, Town Manager**  
[todit@hinesburg.org](mailto:todit@hinesburg.org)  
802-482-4206

From

**Josh Pepin, Senior Account Manager**  
**The Tech Group, LLC**  
South Burlington, Vermont  
[jpepin@tgv.net](mailto:jpepin@tgv.net)  
802-862-1197 ext. 109

**August 17, 2021**

## The Tech Group

The Tech Group, LLC, is a Vermont company, founded in 2006, located in South Burlington. Our team has an extensive number of years of combined professional IT and customer service experience. We understand the challenges faced by businesses in today's marketplace, and these challenging times, and we offer the most extensive expertise and value for IT services in the state.

We are a Value-Added Reseller, Microsoft Cloud Solution Provider, Network Security Strategic Consultant, and IT Managed Service Provider specializing in Network and Data Security, Managed IT Services, Managed Security Services, Managed Threat Intelligence, and Private Cloud Hosting Services, with over 300 active Business Partners.

We also administer Network Security, Best Practices, and leading-edge backup services. Our VERMONT CLOUD Data Restoration Platform provides onsite, offsite and, disaster recovery backup services for business continuity. VERMONT CLOUD is hosted on secure allocated storage space in Tech Group's passcode and key-protected equipment rack in Vermont's premier Data Center, Tech Vault, which resides in the same building as the Tech Group office, in South Burlington.

Our Project and Specialty Services include, Network and Security Assessments, Vulnerability Testing, Wireless Site Surveys, Project Assistance, Staff Augmentation, Stand-by Services, Software and Hardware Product Consulting, Sales Support, Asset Management and Warranty / Renewal Tracking, and Configuration and Installation Assistance.

Our vendor partnerships, field experience and certifications include, among others, industry leading companies such as APC, Aruba, Barracuda, Buffalo, Cisco, Citrix, Dell, Duo, Fortinet, Graphus, HP, HPE, IBM MaaS360, IDAgent, Kaseya, KnowBe4, KnowledgeWave, LogicMonitor, Microsoft, Netrix, Password Boss, Qualys, Spanning, Sonicwall, SOPHOS, StorageCraft, Symantec, Synology, Tech Vault, Unitrends, Veeam, Vertek, VMware and Webroot.

Our proposal provides proactive Managed Services with value-added security, and annual onsite IT strategy meetings with an assigned Senior Technology Consultant.

If selected as your Primary Service Provider and Consultant your company will be assigned a Senior Account Manager, and a Technical Lead (vCIO), to assist you with your IT needs.

The Tech Group has an established history of working well with our Business Partners, whether they have IT staffs or not, including many municipalities. We are *the Human Side of IT*. We can make a difference, and we are here to help.

## Proposed Managed Services

### Tech Group EssentialCare Managed Services

\$560.00 / month

- Intelligent System Monitoring and Alerting
- For an estimated topology of (1) Server, (10) PCs, and (3) Core Network Devices
- Remote Access Utility for Technical Assistance
- Microsoft and Third-Party Patch Management
- Managed Anti-Virus / Anti-Malware / Ransomware Protection
- Password Manager for the IT Admin
- IDAgent Dark Web Monitoring for 'Hinesburg.org' Domain
- Annual Onsite IT Strategy Meeting with a Senior Technology Consultant
- System Inventory Capture and Warranty Tracking
- Account and Asset Management
- Monthly Executive Reporting
- Billable Help Desk Support, 8:00am to 5:00pm, Monday thru Friday

### Tech Group SecureCare Security Services

\$10.00/month/mailbox

- Managed Email Security with Advanced Threat Protection
- Graphus Corporate Fraud Protection  
Please Note: Managed Email Security and Graphus Services will only work with M365 / O365 or Google Business Level (minimum)
- KnowBe4 Security Awareness Training  
Please Note: There would be a \$420.00 setup fee, and business partners can expect an estimated 1-hour monthly maintenance bill with KnowBe4 Security Awareness Services

### VERMONT CLOUD Data Restoration Platform

\$210.00 / month

- Imaged-Based Backup, Onsite and Offsite
- For (1) Server
- Licensing for up to 1TB of Secure Allocated Offsite Storage
- 24x7 Management System Monitoring, and 8x5 Weekday Personnel Monitoring
- Weekly Reporting
- Monthly Test Restores

Please note, all data is encrypted in transit and at rest with VERMONT CLOUD services, and the off-site storage would be housed on Tech Group owned and administered equipment in Tech Vault, Vermont's only HIPAA, PCI / DSS, SSAE-18 / SOC II compliant LEED certified data center

### VERMONT CLOUD Disaster Recovery Services for Business Continuity

\$90.00 /month

- Restore Points, in the Cloud
- For 1 Server
- Licensing for up to 1TB of Secure Online Storage
- 24x7 Management System Monitoring, and 8x5 Weekday Personnel Monitoring
- Restore Points to the last 3 Daily and Last 2 Weekly Server Instances
- Same or Next Business Day Temporary Access for Business Continuity

### Additional Tech Group Backup Services

\$3.00 / month / mailbox

- Cloud To Cloud Backup, Security and Retention for Email  
Please Note: Cloud To Cloud Backup will only work with M365 / O365 or Google Business Level (minimum)

## Tech Group Labor Rates & Response Times

### Labor Rates

#### Contract Labor Rate

**\$125.00 / Hour** for Help Desk Services Outside the Scope of the Contract, including New Product Installs

**\$150.00 / Hour** for Security / Compliance Related Services and Assistance

During Tech Group Business Hours: 8:00am to 5:00pm, Monday thru Friday

#### Afterhours Labor Rate

Time and a half

(1 Hour Minimum)

Afterhours: 5:01pm to 7:59am, Monday thru Friday

#### Weekend Labor Rate

Double time

(2 Hour Minimum)

Weekends: 5:01pm Friday to 7:59am Monday

#### Holiday Labor Rate

Double time

(4 Hour Minimum)

On Tech Group Recognized Holidays: 5:01pm the Day Before to 7:59am the Day After

**New Year's Day, Memorial Day, Independence Day, Labor Day,**

**Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Eve and New Year's Eve**

### Tech Group Response Times

#### Service Not Available (all users and functions unavailable)

Response Time: Within 30 Minutes

Resolution Time: ASAP – Best Effort

Escalation Threshold: Within 1 Business Hour

#### Significant Degradation of Service (many users or critical business functions affected)

Response Time: Within 1 Business Hours

Resolution Time: ASAP – Best Effort

Escalation Threshold: Within 2 Business Hours

#### Limited Degradation of Service (limited number of users or functions affected, business process can continue)

Response Time: Within 4 Business Hours

Resolution Time: ASAP – Best Effort

Escalation Threshold: Within 8 Business Hours

#### Small Degradation of Service (single user affected, business process can continue)

Response Time: Within 24 Business Hours

Resolution Time: ASAP – Best Effort

Escalation Threshold: Within 48 Business Hours

## Terms

- System and mailbox counts are subject to change after the onboarding process is completed, and accurate system counts are discussed and agreed upon
- The contracts are based on licensing and unit counts - Any increase/decrease in the number of units covered or licenses needed will result in an increase/decrease in the monthly fee, occurring in the month following said change - The client shall notify the Tech Group of any decreases
- **\$840.00** one-time onboarding fee
- 1 to 3-year term options
- Onboarding fee waived with a 3-year contract commitment
- Services billed monthly, on the first of each month
- Payment Net 15
- Proposal valid thru 8/31/2021

## Key Tech Group Contacts

**Steve Loyer, President / CEO**

[sloyer@tgv.net](mailto:sloyer@tgv.net)

802-862-1197 ext. 102

**Mike Psaros, Vice President of Sales**

[mpsaros@tgv.net](mailto:mpsaros@tgv.net)

802-862-1197 ext. 111

**Josh Pepin, Senior Account Manager**

[jpepin@tgv.net](mailto:jpepin@tgv.net)

802-862-1197 x109

**David Boera, Director of Cloud Services**

[dboera@tgv.net](mailto:dboera@tgv.net)

802-862-1197 ext. 115

**Brian Manning, Director of Managed Services**

[bmanning@tgv.net](mailto:bmanning@tgv.net)

802-862-1197 ext. 113

**Linus Goedken, Director of Security & Compliance**

[lgoedken@tgv.net](mailto:lgoedken@tgv.net)

802-862-1197 ext. 106

**Ashten Stringer, Service Manager**

[astringer@tgv.net](mailto:astringer@tgv.net)

802-862-1197 ext. 110

**Marilee Contois, Dispatch**

[mcontois@tgv.net](mailto:mcontois@tgv.net)

802-862-1197 option 1 for Service

(use this number to have dispatch connect you to any of our techs)

**David Curtis, Senior Network Engineer**

[dcurtis@tgv.net](mailto:dcurtis@tgv.net)

802-862-1197

**Paul Martin, Director of Sales Engineering**

[pmartin@tgv.net](mailto:pmartin@tgv.net)

802-862-1197 ext. 121

**Paul Fayette/ Technical Sales Associate**

[pfayette@tgv.net](mailto:pfayette@tgv.net)

802-862-1197 ext. 104

**Jennifer Clark, Billing / Renewals**

[jclark@tgv.net](mailto:jclark@tgv.net)

**Tech Group Proposed Services Summary**

<input checked="" type="checkbox"/>	Services	Charges
	Tech Group EssentialCare Managed Services	\$560.00 / month
	Tech Group SecureCare Services	<del>\$8.00</del> / month / mailbox
	VERMONT CLOUD Data Restoration Platform	\$210.00 / month
	VERMONT CLOUD Disaster Recovery Services	<del>\$90.00 / month</del>
<b>Term</b>		
	1-Year Contract	
	2-Year Contract	
	3-Year Contract	
<b>Totals</b>		
	Recurring Services Total	\$ _____ / Month
	One-Time Fees Total (waived with a 3-year contract)	\$840.00

IN WITNESS HEREOF, the parties hereto have caused this proposal to be accepted by their duly authorized representatives on the dates set forth below.

**Accepted By:**

**Town of Hinesburg, Vermont**  
 10632 Route 116  
 Hinesburg, Vermont 05461

**The Tech Group, LLC**  
 21 Gregory Drive, Suite 120  
 South Burlington, Vermont 05403

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**Hinesburg**  
VERMONT

Town of Hinesburg  
Personnel Policy Manual  
September 2021

DRAFT

10 Contents

11 Section 1: Introduction..... 4

12 Section 2: Definitions ..... 4

13 Section 3: Administration ..... 5

14 3.1 Title & Authority ..... 5

15 3.2 Notice & Disclaimer of Contract ..... 5

16 3.3 Amendment & Administration..... 6

17 3.4 Persons Covered..... 6

18 3.5 Applicable Time Periods..... 6

19 Section 4: Equal Employment Opportunity ..... 6

20 Section 5: Employment Practices ..... 6

21 5.1 Vacant Positions..... 6

22 5.2 Internal Transfer & Promotion..... 7

23 5.3 External Searches..... 7

24 5.4 Applications ..... 7

25 5.5 Selection..... 7

26 5.6 Probationary Period ..... 8

27 5.7 Personnel Records..... 8

28 Section 6: Rules & Expectations..... 9

29 6.1 Conduct of Employees ..... 9

30 6.2 Conflict of Interest ..... 9

31 6.3 Fraud ..... 10

32 6.4 Hours of Service ..... 11

33 6.5 Reasonable Accommodations for Person with Disabilities ..... 11

34 6.6 Reasonable Accommodations for Individuals with Pregnancy-Related Conditions..... 12

35 6.7 Reasonable Accommodations for Nursing Mothers ..... 12

36 6.8 Flexible Working Arrangements..... 12

37 6.9 Telecommuting ..... 12

38 6.10 Outside Employment ..... 13

39 6.11 Political Activity ..... 13

40 6.12 Nepotism ..... 13

41	6.13 Use of Substances .....	13
42	6.14 Safety & Health.....	14
43	6.15 Tobacco Use.....	14
44	6.16 Use of Town Equipment & Vehicles .....	15
45	6.17 Use of a Portable Electronic Device .....	15
46	6.18 Use of Town Computer System .....	15
47	6.19 Security of Town Computer System.....	16
48	6.20 Use of Social Media.....	18
49	6.21 Personal Use of Social Media.....	18
50	Section 7: Performance Evaluations .....	19
51	Section 8: Employee Benefits.....	19
52	8.1 Eligibility for Benefits .....	19
53	8.2 Health Insurance Opt-Out Program .....	19
54	8.3 Holiday Compensation.....	19
55	8.4 Combined Time Off (CTO) .....	20
56	8.5 Accrual of Combined Time Off (CTO) .....	21
57	8.6 Conversion of Combined Time Off (CTO).....	21
58	8.7 Longevity Bonus.....	22
59	8.8 Parental and Family Leave.....	22
60	8.9 Short Term Family Leave .....	23
61	8.10 Military Leave.....	23
62	8.11 Jury Leave.....	23
63	Section 9: Compensation .....	23
64	9.1 Overtime for Hourly Employees (Non-Exempt).....	23
65	9.2 Time Bank for Non-Exempt Employees.....	24
66	9.3 (Reserved).....	24
67	9.4 Employee Development .....	24
68	9.4 Continuing Education .....	24
69	Section 10: Harassment.....	25
70	10.1 Employment Harassment and Discrimination .....	25
71	10.2 Sexual Harassment.....	26
72	Section 11: Employee Discipline.....	28
73	Section 12: Appeals to Personnel and Disciplinary Actions.....	30

74	12.1 Policy .....	30
75	12.2 Right of Appeal.....	30
76	12.3 Appeal Procedure.....	30
77	12.4 Restoration of Position (Status) .....	30
78	Section 13: Grievance Procedures .....	30
79	13.1 Policy .....	30
80	13.2 Definition .....	30
81	13.3 Procedure .....	30
82	Section 14: Severability .....	31
83		
84		
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86		
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DRAFT

## Section 1: Introduction

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95  
96 Welcome to the Town of Hinesburg. Our Town is dedicated to providing efficient, quality, and economical  
97 municipal services to the citizens of our community. The Town organization is committed to providing  
98 high quality services and expects each employee to be courteous, friendly, and helpful to work  
99 cooperatively with other employees, to care about your work, and to help foster a productive and supportive  
100 working environment.

101 We depend on employees to help the Town continue to provide quality services. The best way to  
102 accomplish this overarching goal is through working together with mutual respect and friendly cooperation.  
103 Although this is a legal document intended to make clear certain rules, processes and procedures, we are  
104 dedicated to constantly maintaining a positive work environment.

105 The Town believes our employees are our greatest asset and our best investment. We strive to provide a  
106 safe, pleasant, and enjoyable work atmosphere in which the skills, abilities, and creativity of individual  
107 employees can flourish. We believe we provide outstanding incentives and rewards in terms of total  
108 compensation that includes monetary compensation, employee benefits, pleasant working conditions, and  
109 flexibility in meeting the needs of employees within the context of serving the community. Our ultimate  
110 goal is to provide an outstanding place to work and an organization that consistently provides excellent  
111 services to the community.

112 Our employees are important to us. Likewise, it is important that employees recognize the significance of  
113 their commitment to their role in providing service to the community. We expect employees to provide  
114 services in the most effective, efficient, and courteous manner possible. Employees should work together  
115 as a team, both within their department and among the various town departments.

116 Please read this Personnel Policy Manual thoroughly and keep it as reference. The purposes are to:

- 117 • Inform employees of personnel policies of the Town of Hinesburg;
- 118 • Establish effective communication between Town employees and management; and
- 119 • Ensure equity in the Town's human resources administration.

120 When questions arise that are not answered in these guidelines, do not hesitate to ask your Department  
121 Head or the Town Manager for assistance.

122 Feel free to offer suggestions, comments, and ideas as to how it might be improves. Thank you for your  
123 dedication to the organization and the community!

## Section 2: Definitions

124 Unless otherwise provided, the following definitions shall apply to this Personnel policy:

126 **Full-Time Employee** -A full-time employee regularly work 40 hours per week year-round. For definition  
127 purposes, this shall also include the Town Clerk/Town Treasurer. A full-time employee is subject to all  
128 rules and regulations and receives all benefits and rights as provided by this Personnel Policy Manual.

129 **Regular Part-Time** -A regular part-time employee is an employee who works 20 or more hours per week,  
130 but less than the normal 40-hour work week, year-round. Regular part-time employees are eligible for all  
131 employment benefits provided in this policy on a proportional basis; with the exception of retirement  
132 benefits under the Vermont Municipal Employees Retirement System (VMERS), which requires that an  
133 employee work not less than 24 hours per week to be eligible.

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134 Non-Regular Part-Time -A non-regular part-time employee is an employee who works less than 20 hours  
135 per week. These employees receive no benefits beyond those required by law.

136 Probationary Employee Any town employee during their initial six (6) months of service, or police  
137 officers, firefighters or EMS personnel during their initial twelve (12) months of service, shall be  
138 designated a probationary employee, and entitled to benefits as provided by this Personnel Policy Manual.  
139 The probationary period may be extended for an additional period of as much as six (6) months at the  
140 discretion of the Town Manager.

141 Department Head- A part-time or full-time employee defined by the Town Manager as head of a Town  
142 Department. A Department Head typically has direct supervisory responsibilities.

143 Town Manager -The full-time Chief Executive Officer of the Town of Hinesburg, hired by the  
144 Selectboard, and further defined by 24. V.S.A. Chapter 37

145 Salaried Employee (also known as exempt employee) – As defined by the Federal Fair Labor Standards  
146 Act, an employee who receives a weekly salary, as opposed to an hourly wage, and meets one or more of  
147 the following criteria:

- 148 i. who manages a department and directs the work of two or more other employees;
- 149 ii. who works directly with management policies in non-manual work or regularly assists an  
150 executive; or
- 151 iii. whose work requires advanced education and consistent exercise of discretion.

152 Salaried employees are not eligible for overtime compensation or holiday compensation as outlined in this  
153 Personnel Policy Handbook.

154 Hourly Employee (also known as “non-exempt” employees) – As defined by the Federal Fair Labor  
155 Standards Act, a non-exempt employee must be paid the minimum wage and overtime pay for any time  
156 worked beyond forty (40) hours in a given work week. Under the Fair Labor Standards Act, non-exempt  
157 employees are entitled to time and one-half of their regular pay rate for each hour of overtime.

158 Combined Time Off (CTO) As outlined in this Personnel Policy Manual, CTO is paid time off for  
159 scheduled and unscheduled absences by the employee to meet individual interests needs and  
160 circumstances.

161 Extended Sick Bank (ESB) As outlined in this Personnel Policy Manual, ESB hours may be used instead  
162 of CTO for absences due to illness or injury.

## 163 Section 3: Administration

### 164 3.1 Title & Authority

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

### 167 3.2 Notice & Disclaimer of Contract

168 This Personnel Policy Manual does not constitute a contract of employment. Employment with the Town  
169 of Hinesburg (hereinafter the “Town”) is at will and not for any definite period or succession of periods of  
170 time. The Town or the employee may terminate employment at any time, with or without notice. The  
171 Selectboard reserves the right to amend any of the provisions of this Personnel Policy Manual for any  
172 reason and at any time, with or without notice.

Commented [TO3]: Changed from 3

Commented [TO4]: Addition of firefighter and ems positions is new

Commented [TO5]: New definition

Commented [TO6]: New section

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173 **3.3 Amendment & Administration**

174 The Personnel Policy Manual is intended to serve as a practical guide to the Town and the employees of  
175 the Town. However, since it is only a summary, compiled for the convenience of our employees and  
176 supervisors, it is not intended to cover all topics or circumstances. The Town reserves the right to amend  
177 any of the provisions of this Personnel Policy Manual for any reason and at any time, with or without  
178 notice, in accordance with all applicable laws. Employees may receive updated information concerning  
179 changes to the Personnel Policy Manual. This Personnel Policy Manual will be administered by the Town  
180 Manager or their authorized representative. However, each Department Head shall be responsible for the  
181 administration of these regulations with respect to employees within their department.

182 In some instances, operations policy or policies may be adopted by a department to cover specific  
183 circumstances and to maintain efficient and effective operations, as long as they do not conflict with the  
184 Personnel Policy Manual. Such policies must be approved by the Town Manager or their authorized  
185 representative.

186 **3.4 Persons Covered**

187 This Personnel Policy Manual applies to full-time, part-time, and non-regular part-time employees of the  
188 Town of Hinesburg. Except by separate written agreement, elected officers and their statutory assistants,  
189 members of Town boards, commissions and committees, volunteers (other than Volunteer Fire and First  
190 Response department members) and persons who provide the Town with services on a contract basis are  
191 not covered by this Personnel Policy Manual. Where a conflict exists between this policy and any  
192 collective bargaining agreement or individual employment contract, the latter will control.

193 Volunteer Fire and First Response department members, as members of a department of the Town of  
194 Hinesburg as per Selectboard Resolution signed January 7, 2021, shall be subject to all sections of this  
195 personnel policy except Section 8: Benefits and Section 9: Compensation. Where a conflict exists  
196 between this policy and the Hinesburg Fire Department Operating Guidelines, this policy will control.

197 **3.5 Applicable Time Periods**

198 The accumulation of Combined Time Off (CTO) shall commence with the date of hire, except as  
199 otherwise provided. For all other purposes, the term “year” shall refer to the July 1 – June 30 fiscal year.

200 **Section 4: Equal Employment Opportunity**

201 The policy of the Town of Hinesburg is to provide equal opportunity to all employees and applicants  
202 without regard to race, color, religion, ancestry, sexual orientation, gender identity, age, national origin,  
203 place of birth, marital status, disability, veteran’s status, HIV status, pregnancy, genetic information or  
204 any other category of person protected under state or federal law.

205 **Section 5: Employment Practices**

206 **5.1 Vacant Positions**

207 When a vacancy is anticipated or occurs, the Department Head shall notify the Town Manager as soon as  
208 possible. The Department Head may suggest filling the vacancy from within, eliminating the position, or  
209 changing the position and revising the job description. The Town Manager must approve all job  
210 description changes and vacancy appointments, whether through internal transfer, promotion, or external  
211 search process, and consistent with applicable labor union contracts.

**Commented [T07]:** Some changes from previous, but no substantial substantive changes

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212 When a Department Head believes there is a need to create an additional position, they must submit a  
213 written request to the Town Manager that describes and substantiates the need as fully as possible. They  
214 may additionally be asked to submit a proposed job description and suggested pay range. No new  
215 position can be established without advance approval by the Town Manager and available funding per  
216 established budget. The rate of pay or hiring range must be approved, prior to the internal or external  
217 search, promotion, or transfer process, by the Town Manager.

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#### 218 5.2 Internal Transfer & Promotion

219 The Town Manager shall have the authority to transfer and/or promote an employee to a different position  
220 between town departments without advertising or otherwise searching externally.

#### 221 5.3 External Searches

222 As deemed appropriate by the Town Manager, the Town may publicly advertise any job vacancy in  
223 venues such as: the town website, online websites and job boards, and/or appropriate print/ online  
224 newspapers, trade journals, etc. Additionally, the vacancy shall be posted in appropriate locations  
225 accessible to Town employees.

226 The Town Manager will use professional judgement on how best to advertise but will generally include:  
227 job title, hiring range, a brief description of the role and required / desired qualifications. Posting the  
228 hiring range does not necessarily preclude an initial salary that is higher, if justified by the qualifications  
229 and/or market conditions; however, approval of the Town Manager is required.

#### 230 5.4 Applications

231 Application procedures for employment, including the application materials to be submitted, shall be  
232 determined by the Town Manager as appropriate for the type of job vacancy. Application forms shall  
233 include information about the applicant's identity, work experience, references, and any other information  
234 deemed relevant by the Town Manager. Application forms shall not include a request for criminal  
235 history record information unless otherwise provided for by the law including 21 V.S.A. §§ 495. All  
236 applications must be signed by the applicant attesting to the truthfulness of the information provided.  
237 Any materially false statement or deliberately misleading information shall be grounds for rejection of the  
238 application or dismissal from the Town's services if the falsehood is discovered after the hire.

239 Among other reasons, written employment applications may be rejected from any applicant:

- 240 a) whose application clearly indicates that minimum required qualifications are not fulfilled;
- 241 b) whose employment has been terminated for just cause from a department of the Town;
- 242 c) who has practiced or attempted fraud or deception in any statement of fact pertinent to the  
243 application; or
- 244 d) who is a close relative of a sitting member of the Town board, commission, of a Trustee or of the  
245 department head of the department to which they are applying as the Town prohibits such a  
246 hiring.

Commented [A19]: This pertains to the elected library board. If Trustee is the wrong word, we should correct it but the goal is to be inclusive of all boards.

#### 247 5.5 Selection

248 Upon review of applications, and conducting interviews as appropriate, the Town Manager, together with  
249 the Department Head, shall select the applicant whose integrity, qualification, and references indicate they  
250 best meet the needs of the town. The Town Manager, together with the Department Head, shall make a  
251 conditional offer of employment to the selected individual that is consistent with applicable law,  
252 including 21 V.S.A. §§ 495.

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253 After a conditional offer of employment has been made to a selected individual, but before the  
254 commencement of work, public safety employees and employees that handle money are required to  
255 undergo a background check.

#### 256 5.6 Probationary Period

257 All new employees will be required to complete a six-month probationary period, except public safety  
258 employees who must complete a twelve-month probationary period. Additionally, any employee that is  
259 transferred or promoted to a new position will complete a six-month probationary period. The  
260 probationary period for new employees may be extended by the Town Manager.

261 The purpose of this probationary period is to determine whether the employee is suited for the job.  
262 During the probationary period, an employee may be terminated at any time at the discretion of the Town  
263 Manager. Notwithstanding any other provision of this Personnel Policy Manual, an employee terminated  
264 during the probationary period will have no right to grieve or appeal such termination.

265 During the probationary period of an employee who has been transferred or promoted and where the  
266 employee fails to meet the job performance expectations of the new position, the Town Manager may

- 267 • demote the employee to the prior position, if available;
- 268 • demote the employee to a position similar to the prior position, if available; or
- 269 • terminate the employee.

270 Notwithstanding any other provision of this Personnel Policy Manual, an employee who has been  
271 transferred or promoted and who is terminated during the probationary period will have a right to grieve  
272 or appeal such termination only on the grounds the termination was discriminatory.

#### 273 5.7 Personnel Records

274 Personnel records will be maintained for each employee of the Town. Personnel records for each  
275 employee are kept in the office of the Town Manager and are the property of the Town. These records  
276 are confidential in nature and should be accessible only to the Town Manager, or designee, and the  
277 employee. The employee personnel records may include, among other things, application materials,  
278 correspondence and agreements regarding employment by the Town, performance evaluations, and  
279 documentation of issues related to leave, promotion, discipline, dismissal or resignation. Each employee  
280 is responsible for updating the Town Manager, in writing, any pertinent changes in the employee's  
281 situation, including the employee's address, marital status, or the number and names of dependents.

282 Any medical records related to an employee will be separately maintained by the Town in a separate,  
283 confidential file to which access is restricted.

284 In accordance with Vermont's Public Records Law, 1 V.S.A. §§ 315-320, any employee or the  
285 employee's designated representative may inspect or copy their personnel file at a mutually agreeable  
286 time during regular office hours. The Town reserves the right to have its representative present at the time  
287 its files are examined or copied.

288 Requests for specific information regarding employees, which are not made by the employee or  
289 employee's designated representative, must be made to the Town Manager and shall be granted on a  
290 "need to know" basis for bona fide Town purposes. Other requests shall be denied except as follows:

- 291 • current or former employee's dates of employment and job title(s) upon request to the Town  
292 Manager;

Commented [TO10]: Previously, background checks were required of all employees

Commented [TO11]: Agem, what about full-time part-time employees?

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- 293 • current or former employee’s additional information only upon the Town’s receipt of an  
294 acceptable signed waiver and consent to a full release of information, executed by the employee  
295 or former employee.

296 Notwithstanding any of the above, where the privacy rights of others or best interests of the Town are  
297 involved, Town officers may exercise discretion in limiting access to and copying of information in  
298 personnel files, even in the event of employee waiver and consent.

## 299 Section 6: Rules & Expectations

Commented [T012]: More encompassing and more detail than similar section of previous personnel handbook

### 300 6.1 Conduct of Employees

301 Because of the public trust invested in the Hinesburg Town government, it is the duty of every employee  
302 to conduct themselves in a polite, respectful and professional manner. High standards of conduct are  
303 essential to municipal service and are expected of each employee. All employees are considered  
304 representatives of the Town and as such are expected to conduct themselves in a courteous, helpful and  
305 respectful manner in all their interactions with the public, other employees, and elected and appointed  
306 officials. Employees shall not publicly defame, ridicule, or otherwise undermine the dignity and  
307 effectiveness of another Town employee, a Town department, or the Town government as a whole, or a  
308 member of the public, through verbal or written communication, including all electronic formats and  
309 media. Employees shall not encourage or incite ridicule that defames or otherwise undermines the dignity  
310 and effectiveness of or incite violence toward another-Town employee, a Town department, or the Town  
311 government as a whole, or a member of the public, through verbal or written communication, including  
312 all electronic formats to include all social media. This prohibition is not intended to interfere with  
313 employees’ rights of the National Labor Relations Act to form, join or assist a union.

314 All employees are expected to faithfully execute the duties and responsibilities of their office to the best  
315 of their ability and in compliance with the provision of this Personnel Policy Manual. All employees  
316 shall maintain productive, polite and respectful working relationships. Work shall be performed in an  
317 efficient, timely, and effective manner. Employees may express disagreement respectfully in an  
318 appropriate setting, such as in a private meeting with the person with whom they disagree. If  
319 disagreements continue, the appropriate mediation shall be undertaken to resolve any disputes. If  
320 necessary, the Department Head, or Town Manager, will make themselves available to assist in mediating  
321 interpersonal conflict between members of the staff. All employees are expected to acquire, develop, and  
322 expand the skills and competence required by their position.

### 323 6.2 Conflict of Interest

324 Employees have an obligation to conduct business in a manner that avoids any actual, perceived or  
325 potential conflict of interest. A conflict of interest occurs when an employee is in a position to influence a  
326 work-related action, decision or transaction in any cause, proceeding, application or any other matter  
327 pending before the employee or the Town that may result in a personal gain for that employee or a  
328 personal gain for a close relative, a business associate, employer or employee of that individual. This  
329 personal gain may appear in the form of a benefit received by a company or firm in which the employee,  
330 or the employee’s close relative, has a business interest, or when an employee or relative receives any  
331 kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings  
332 involving the Town.

333 Every employee of the Town shall carry out their job in a way that ensures that neither the individual  
334 employee nor any other employee of the municipality will gain a personal or financial advantage from

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335 their work for the municipality and so that the public trust will be preserved. All decisions made by  
336 municipal employees shall be based on the best interest of the community at large rather than the interests  
337 of any particular individual or employee. An employee shall disclose any actual, perceived or potential  
338 conflict of interest and shall decline to participate in any action or sphere of influence in their capacity as  
339 a Town employee in any decision or transaction unless the conflict of interest is determined to be  
340 nonexistent by the Town Manager.

341 An employee shall not personally, or through a close relative, business associate, employer or employee,  
342 represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause,  
343 proceeding, application or other matter pending before the municipality. An employee shall not use  
344 resources not available to the general public, including but not limited to town staff time, equipment,  
345 supplies, or facilities for private gain or personal purposes.

346 An employee may accept, from an individual or entity, nominal gifts or gratuity in connection with the  
347 actions associated with their official duties on behalf of the Town with an aggregated estimated monetary  
348 value not exceeding \$20.00 per calendar year. Employees may not directly or indirectly ask, demand,  
349 exact, solicit, accept or receive any gift, gratuity, act or promise beneficial to that individual, or another,  
350 which could influence any action or inaction associated with their official duties on behalf of the Town, or  
351 create the appearance of impropriety in connection with any actions or inactions associated with their  
352 official duties on behalf of the Town. Any employee authorized to procure or to recommend procurement  
353 of materials, supplies or services, directly or indirectly, shall not ask, demand, exact, solicit, seek, accept,  
354 receive or agree to receive for the employee or other person, any benefit or benefits from the person  
355 providing or soliciting the provision of such materials, supplies or services with the exception that the  
356 employee may receive items of de minimis nature valued \$20.00 or less (such as vendor booth "freebie")  
357 per calendar year from an individual or entity.

358 An employee may accept, from an individual or entity, a gift in the form of a meal if the meal is routine  
359 and not unusual.

### 360 6.3 Fraud

361 The Town has an interest in preventing fraud; fraud by Town employees will not be tolerated.  
362 Additionally, this section of the Personnel Policy Manual encourages Town employees to combat fraud  
363 involving other employees, elected or appointed officials, consultants, vendors, contractors, outside  
364 agencies and /or any other parties that have a business relationship with the Town.

365 Fraud involves the use of an individual's occupation for personal enrichment or benefit through the  
366 deliberate misuse or misapplication of Town's resources or assets. Examples of activities that constitute  
367 fraud include, but are not limited to the following:

- 368 • Theft of money or property;
- 369 • Receiving bribes;
- 370 • Misappropriation in handling funds, securities, supplies or other assets belonging to the Town;
- 371 • Engaging in transactions or decisions that involve a conflict of interest as defined in this  
372 Personnel Policy Manual;
- 373 • Destruction, removal or inappropriate use of records, furniture, fixtures, tools, vehicles, mobile  
374 communication devices, computers, or other Town equipment;
- 375 • Workers' compensation fraud;
- 376 • Payroll falsification; and
- 377 • Expense reimbursement falsification.

378 Department Heads and other management are ultimately responsible for the detection and prevention of  
379 fraud. However, Department Heads and other management rely on the observation and communication of  
380 all employees to detect and prevent fraud.

381 Any irregularity with respect to Town assets that an employee suspects or detects shall be immediately  
382 reported to the employee's Department Head, the Town Manager, the Town Clerk and/or Treasurer. All  
383 reports received shall be referred directly to the Town Manager, except for complaints relating to actions  
384 by the Town Manager, which will be referred directly to the Selectboard. Investigations will be  
385 conducted by the Town Manager. . The attorney for the Town will be consulted as necessary.

386 Any employee who reports a suspected fraud or irregularity to the employee's Department Head, the  
387 Town Manager, the Town Clerk and/or Treasurer shall not attempt to personally conduct an investigation  
388 related to the suspected fraud or irregularity. The Town Manager (or Selectboard if the complaint is  
389 against the Town Manager), and the attorney for the Town, shall have primary responsibility for the  
390 investigation of all suspected fraudulent acts. All instances that are investigated will be disclosed to the  
391 Auditor responsible for preparing the Town's annual financial audit. If the investigation substantiates that  
392 fraudulent activities have occurred, the Town Manager (or Selectboard if the complaint is against the  
393 Town Manager), with the assistance of the attorney for the Town, as necessary, shall prepare a written  
394 report documenting the suspected fraud. The Town Manager (or Selectboard if the complaint is against  
395 the Town Manager) in consultation with the attorney for the Town, will decide whether to refer the  
396 suspected fraud to appropriate law enforcement and/or regulatory agencies for further investigation.

397 The Town Manager (or Selectboard if the complaint is against the Town Manager) shall make a final  
398 decision as to the disposition of the case with respect to the Town's involvement, which may include  
399 discipline of the employee in accordance with this Personnel Policy Manual or an appropriate Bargaining  
400 Unit contract.

401 The Department Head, the Town Manager, the Town Clerk and/or Treasurer involved in receiving the  
402 complaint from the employee and/or investigating the complaint on behalf of the employee shall keep the  
403 identity of the employee confidential throughout the entirety of the process, to the extent permitted by  
404 law.

#### 405 6.4 Hours of Service

406 Regular work hours shall be determined by the Department Head and the Town Manager. All employees  
407 are expected to be in attendance during regular work hours and punctual in reporting to work. Employees  
408 who will be absent from work are expected to notify their Department Head as far in advance as possible  
409 and all unexpected absences shall be reported as soon as possible. An employee failing to report to work,  
410 without explanation, for three consecutive work shifts shall be considered to have abandoned their  
411 position. An employee who abandons their position may be subject to termination.

412 Regular work hours may be changed and employees may be expected to work additional hours that may  
413 exceed forty hours in a given week, as circumstances require. All Highway and Utilities & Facilities  
414 employees are required to be available for work on an on-call basis. All Town employees are required to  
415 be available for work in the case of an emergency, weather-related or otherwise.

#### 416 6.5 Reasonable Accommodations for Person with Disabilities

417 The Town is committed to complying with all applicable provisions of the Americans with Disabilities  
418 Act (ADA), 42 U.S.C. §§ 1201 et seq. It is the Town's policy to not discriminate against any qualified  
419 employee or applicant with regard to any terms or conditions of employment because of such an

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420 individual's disability or perceived disability so long as the employee can perform the essential functions  
421 of the job. Consistent with the policy of nondiscrimination, the Town will provide reasonable  
422 accommodations to a qualified individual with a disability, as defined by the ADA, who has made the  
423 Town aware of their disability, provided that such accommodation does not constitute an undue hardship  
424 on the Town.

425 Applicants or employees with disability who believe that they need a reasonable accommodation should  
426 make the Town aware of their disability by contacting their Department Head or Town Manager.

427 Upon receipt of an accommodation request, the Town will review potential reasonable accommodation(s)  
428 that the Town may be able to make to enable an employee to perform the essential functions of their job.  
429 The Town will determine the feasibility of the requested accommodation considering various factors,  
430 including, but not limited to, the nature and cost of the accommodation, the available financial resources  
431 in the department and available to the Town, the impact of the accommodation on the operation of the  
432 Town, the impact on the ability of other employees to perform their duties, and the impact on the Town's  
433 ability to conduct business.

434 As part of this process, an applicant or employee may be required to provide authorization to the Town to  
435 communicate with and obtain documentation from their doctor regarding the medical condition(s) for  
436 which reasonable accommodation is sought, and may further be required to be evaluated by a doctor of  
437 the Town's choice. All such medical information discussed and received shall be treated as confidential  
438 to the extent required and permissible by law. The Town Manager or Department Head will inform the  
439 employee of its decision on the accommodation request or on how to make the accommodation.

#### 440 6.6 Reasonable Accommodations for Individuals with Pregnancy-Related Conditions

441 Vermont law protects women with pregnancy-related conditions and extends the same rights and  
442 standards with respect to the provisions of reasonable accommodations as a qualified individual with a  
443 disability, regardless of whether the pregnant individual qualifies as a person with a disability. The Town  
444 will provide reasonable accommodations to a woman with a pregnancy-related condition who has made  
445 the Town aware of their condition, provided that such accommodation does not constitute an undue  
446 hardship on the Town. See V.S.A. §§ 495K (Effective January 1, 2018)

#### 447 6.7 Reasonable Accommodations for Nursing Mothers

448 Vermont Law, 21 V.S.A. § 305, provides protection for nursing mothers in the workplace for up to three  
449 years following the birth of a child. So long as it will not substantially disrupt operations and upon  
450 request, the Town will make a reasonable accommodation to provide reasonable time throughout the day  
451 and an appropriate private space, that is not a bathroom stall, for a nursing mother to express breast milk  
452 for her nursing child.

#### 453 6.8 Flexible Working Arrangements

454 Employees have the right to request a flexible working arrangement according to Vermont law, 21 V.S.A.  
455 § 309. A flexible working arrangement is an intermediate or long-term change in the employee's regular  
456 working arrangement, including changes in the number of days or hours worked, changes in the time the  
457 employee arrives at or departs from work, work from home, or job sharing.

#### 458 6.9 Telecommuting

459 An employee request for a flexible working arrangement may involve a request to telecommute.  
460 Alternatively, a supervisor may identify an advantage to the Town in offering a telecommuting option to  
461 an employee. Telecommuting is the practice of working at home or another work site other than the

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462 Town Office or as described in the employee's job description. It is an alternative that may be granted  
463 only to certain employees in certain positions, consistent with applicable law, at the sole discretion of the  
464 Town Manager. Telecommuting is not an employee benefit, but an alternative approach to fulfilling the  
465 Town's work requirements strictly on a case-by case basis.

466 The Town Manager shall consider whether the proposed alternative work site is suitable for  
467 telecommuting.

#### 468 6.10 Outside Employment

469 The primary occupation of all full-time employees shall be with the Town. Employees may not engage in  
470 any outside business activities during their normal working hours. Additionally, employees may not  
471 engage in outside business activities during times that are not normal working hours if the outside  
472 business activities interfere with their job performance or constitute an actual perceived or potential  
473 conflict of interest.

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

#### 477 6.11 Political Activity

478 An employee shall not use their official authority for the purpose of interfering with or affecting the  
479 nomination or election of any candidate for public office, or demand or solicit from any individual direct  
480 or indirect participation in any political party, political organization or support of any political candidate.  
481 Employees are prohibited from using Town facilities, equipment or resources for political purposes and  
482 from pursuing political activities while working.

483 This Personnel Policy Manual is not to be construed to prevent employees from becoming or continuing  
484 to be members of any political party or organization, from attending political party or organization  
485 meetings or events, or from expressing their views on political matters, so long as these views are clearly  
486 articulated as being those of the individual and not of the Town, and these activities do not interfere with  
487 the individual's ability to effectively perform their duties and take place or are expressed during non-  
488 working hours. This Personnel Policy Manual is not to be construed as prohibiting, restraining or in any  
489 manner limiting an individual's right to vote with complete freedom in any election.

#### 490 6.12 Nepotism

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

496 Additionally, the Town prohibits the hiring of close relatives or a household member of a sitting member  
497 of a Town board, authority, commission, trustee, or committee. Further, an employee of the Town shall  
498 not directly hire or attempt to influence the hiring of a close relative.

Commented [AJ14]:

#### 499 6.13 Use of Substances

500 Employees shall not be involved with the unlawful manufacture, distribution, possession, or use of an  
501 illegal drug, controlled substance or alcohol while on Town premises or while conducting Town business  
502 off premises. This policy shall apply to all employees, including any employee that is telecommuting or

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503 otherwise working from an alternative work site. Any employee who discovers a violation of this policy  
504 shall notify their Department Head or the Town Manager.

505 An employee must report a conviction under a criminal drug statute for violations occurring on or off  
506 Town premises while on Town business to the Department Head or Town Manager within 5 (five) days  
507 after the conviction or plea. The Town will notify any government agency providing grant funds or any  
508 government agency with which the Town has a qualifying contract of such conviction or plea within 10  
509 (ten) days thereafter. Upon request, the Town Manager shall meet with the employee (and a Union  
510 Representative, if the employee is part of a collective bargaining unit) before taking any further action.

511 Employees shall only use prescription drugs on Town premises which have been prescribed by a licensed  
512 medical practitioner, and such drugs shall be used only as prescribed. Further, such drugs may not  
513 interfere with the ability of the employee to perform job functions. An employee in a safety-sensitive  
514 position may not perform safety-sensitive job duties while taking prescribed medication that adversely  
515 affect the employee's ability to safely and effectively perform those job duties.

516 An employee shall not consume alcohol or recreational marijuana on Town premises or off Town  
517 premises while conducting Town business. An employee who is on duty, including any employee who is  
518 telecommuting or otherwise working from an alternative work site, shall not be under the influence of  
519 alcohol. A violation of this policy may result in disciplinary action, up to and including discharge.

520 In appropriate circumstances, the Town shall provide an employee with an opportunity for counseling or  
521 rehabilitation in overcoming addiction to, or dependence upon, alcohol and drugs. The Town will inform  
522 employees about available drug counseling as per 41 USC § 8103.

523 In addition to the foregoing policy regarding a Drug Free Workplace, employees who operate a  
524 commercial motor vehicle (CMV) are required to adhere to the Town of Hinesburg's Drug and Alcohol  
525 Policy for CMV Drivers.

#### 526 6.14 Safety & Health

527 The safety and health of every employee is important to the Town. All employees are required to comply  
528 with the rules and regulations of Vermont Occupational Safety and Health Administration (VOSHA). All  
529 employees shall report unsafe equipment and any hazardous working conditions immediately to the  
530 Department Head or Town Manager. Retaliation against any employee or other individual who reports a  
531 safety hazard is strictly prohibited and may be grounds for discipline up to and including termination.

532 All employees shall immediately report any accident which results in personal injury, even if minor, or  
533 property damage of any kind, to their Department Head and the Town Manager.

#### 534 6.15 Tobacco Use

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

539 Each employee has a responsibility to report violations of this policy to their supervisor or, if not  
540 resolved, the Town Manager. It is the responsibility of Department Heads to ensure adherence to this  
541 policy and to investigate complaints. If management fails to enforce the policy, employees can contact  
542 the Vermont Department of Health at (866) 331-5622 which will then contact the employer. The law

543 prohibits an employer from retaliating against an employee for assisting in the supervision or enforcement  
544 of these laws.

545 Copies of this "Tobacco Use" section will be distributed to all employees and lessees of Town owned  
546 buildings and will be posted wherever required workplace posters are displayed.

#### 547 6.16 Use of Town Equipment & Vehicles

548 Except in rare cases expressly authorized by the Town Manager and re-authorized at least annually on  
549 July 1, the use of Town equipment or property for personal use is strictly prohibited. Town vehicles shall  
550 be used for Town business purposes only. In situations where employees have been authorized to drive  
551 vehicles between home and work, they shall restrict the vehicle use to Town purposes and only incidental  
552 personal use on the way to and from work is permitted. Employees should have no expectation of privacy  
553 regarding anything stored in or on Town owned property or Town owned equipment, including but not  
554 limited to desks filing cabinets, lockers and vehicles. Employees should expect that such areas may be  
555 searched at any time to retrieve work-related materials or to investigate violations of workplace rules.

#### 556 6.17 Use of a Portable Electronic Device

557 Use of Portable Electronic Devices in Motor Vehicles Pursuant to 23 V.S.A. § 1095b, an employee shall  
558 not use a portable electronic device while operating a Town vehicle or operating a personal vehicle for  
559 Town business except in a hands-free mode.

- 560 a) For purpose of this section, "portable electronic device" shall include any device that sends or  
561 receives phone calls, text messages, emails, or accesses the internet. "Operating" means  
562 operating a motor vehicle on a public highway or other place that is open to the general  
563 circulation of vehicles and includes while temporary stationary because of traffic, a traffic control  
564 device, or other temporary delays. "Operating" does not include operating a motor vehicle with  
565 or without the motor running when the operator has moved the vehicle to the side of or off the  
566 public highway and has halted in a location where the vehicle can safely and lawfully remain.  
567 The prohibitions of this subsection shall not apply:
- 568 i. to hands free use;
  - 569 ii. to activation or deactivation of hands-free use;
  - 570 iii. when use of a portable electronic device is necessary for a person to communicate with  
571 law enforcement or emergency service personnel under emergency circumstances;
  - 572 iv. to use an ignition interlock device, as defined in 23 V.S.A. § 1200;
  - 573 v. to use a global positioning or navigation system if it its installed by the manufacturer or  
574 the device is placed in an accessory or location in the vehicle, other than the operator's  
575 hands, where the device will remain stationary under typical driving conditions.
- 576 b) Other use of Portable Electronic Devices shall be occasional, brief and appropriate personal use  
577 of personal portable electronic devices is permitted, provided it is consistent with this policy and  
578 dose not interfere with an employee's job duties and responsibilities. Portable electronic devices  
579 issued by or belonging to the Town shall not be used for personal communications during  
580 business hours, except in emergency situations or anticipated emergency situations that require  
581 immediate attention.

#### 582 6.18 Use of Town Computer System

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

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586 Employees must use their Town signatures in messages pertaining to Town business sent to third parties.  
587 Employees must not use Town signatures in any personal messages.

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

594 With the exception of departments that need to run their own computer network, employees may not  
595 introduce software from any outside source on the Town's computer system without explicit prior  
596 authorization from the network administrator. Employees may be held responsible for any damages  
597 caused by using unauthorized software or viruses they introduce into the Town computer system, and may  
598 also be subject to discipline up to, and including termination.

599 Employees who have a confidential password to access the Town's operating system should be aware that  
600 this does not mean the computer system is for personal confidential communication, nor does it suggest  
601 that the computer system the property of that person. Transmission of electronic messages on the Town  
602 computer system shall be treated with the same degree of propriety, professionalism, and confidentiality  
603 as written correspondence. The following are examples of uses of the Town computer system which are  
604 prohibited:

- 605 • Communication that in anyway may be construed by others as disruptive, offensive, abusive,  
606 discriminatory, harassing, or threatening;
- 607 • Communication about sexually explicit images or messages;
- 608 • Transmission of chain letters or solicitations for personal gain, commercial or investment  
609 ventures, religious or political causes, outside organizations, or other non-job-related  
610 solicitations during or after work hours;
- 611 • Knowingly infringing upon the copyright or other intellectual property rights of third parties;
- 612 • Sharing user identification information with another person except the network administrator or  
613 other person authorized by the Department Head or the Town Manager;
- 614 • Disabling, interfering with, or not following proper security measures;
- 615 • Deletion or modification of computer files and/or data without prior consent of the primary user;
- 616 • Access to internet resources, including websites and news groups, that are inappropriate in a  
617 business setting;
- 618 • Any other use that may compromise the integrity of the Town and its business in anyway.

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

#### 623 6.19 Security of Town Computer System

624 Security of Town computers is the responsibility of each employee. Problems arising from security  
625 breaches occurring as a result of employee negligence or non-compliance with this policy may result in  
626 disciplinary action up to and including termination.

627 No one shall be granted unattended access to Town computers, servers or network systems except an  
628 employee of the Town, unless the person granted access is working as part of a formal vendor or support  
629 relationship with the Town.

630 **A. Physical Security of Computers at Town Offices**

631 Every employee shall lock their computer if it is unattended and the employee expects to be out  
632 of sight of the computer or desk area. Every employee expecting to be out for more than 90  
633 minutes should shut down or log off the computer before leaving. All employees must shut down  
634 their computers before leaving work for the day. The only exceptions are:

- 635 • an employee leaves for an appointment, expects to return, but does not;
- 636 • an emergency prevents an employee from shutting down prior to leaving; or
- 637 • IT support requires the systems to remain on for some reason.

638 No employee passwords to access Town information systems shall be visible at any workstation.  
639 If a list of passwords is necessary, it shall be secured. All computers shall be programmed with a  
640 screen saver "timeout" of 20 minutes, requiring re-entering a password to reactivate the  
641 computer. Employees shall not tamper with or change the screen saver "timeout" programmed  
642 on their computer.

643 **B. Physical Security of Computers Outside of Town Offices**

644 Any employee taking a Town computer outside of the office shall take all reasonable precautions  
645 to ensure the physical safety of the computer as well as to prevent unauthorized access to the  
646 computer. This shall include:

- 647 • never leaving a computer unattended or out of sight unless it has a cable lock attaching it  
648 to a piece of furniture or another item that is hard to move;
- 649 • never leaving a computer in an unlocked vehicle; and
- 650 • never leaving a computer, even in its bag, on the seat of a vehicle unless it is covered by  
651 another item to make it less obvious that it is a computer. It should be locked in the  
652 vehicle's trunk.

653 A Town computer shall not be connected to an open, unsecured Wifi network when a secure  
654 WiFi is available. If an unsecure WiFi network must be used, the amount of time on it should be  
655 minimized. Confidential information of any kind shall not be accessed or transmitted on an open  
656 WiFi network.

657 **C. Working at Home**

658 When an employee uses a Town computer to work at home, they must take precautions to prevent  
659 either advertent or inadvertent access to that computer or confidential information displayed on  
660 its screen(s) by other members of the household. These precautions shall include:

- 661 • locking or logging out of the computer whenever the employee is away from it;
- 662 • closing windows with confidential information when someone might see it; and
- 663 • turning the screen away from others in the room.

664 Home networks must be protected by a firewall between the network and the internet. Ideally, a  
665 Town computer should be connected to a home network with a physical (Ethernet) cable. When  
666 a home WiFi is used, that network shall be protected, with a password or key and secured using  
667 appropriate WiFi security, preferably WPA or WPA2, or as determined by Town employee in  
668 charge of IT and Communications. Use of WEP for WiFi security is not allowed when using  
669 Town computers to work at home.

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670 **D. File Security**

671 Any file requiring that access be restricted to specific people or groups, must have their  
672 permissions set, or be places in a folder which has its permissions set, to limit access to only those  
673 people or groups. All employees should apply password protection for either opening or  
674 modifying any files that they create or have in their folders that they believe are sensitive,  
675 confidential or difficult to replace. All employees are required to have provided their Department  
676 Head with all passwords they used to protect any applications or documents created or stored on  
677 Town computers. These passwords will be given to the Town Manager's Office by the  
678 Department Heads and the Town Manager's Office will keep a master list.

679 **6.20 Use of Social Media**

680 The term "social media" refers to online applications and mobile-based tools that facilitate the sharing of  
681 information, interactivity, and communication amongst individuals, groups, organizations, and the  
682 government through digital transmission. These tools currently include social networks, blogs, video  
683 sharing, podcasts, wikis, message boards, Front Porch Forum, and other online forums. Currently  
684 available technologies include picture and video sharing, and wall postings. This policy covers all social  
685 media tools, both existing and to be developed. Employee use of social media can occur in an 'official  
686 capacity', where the employee is specifically authorized to speak on behalf of the Town in a social media  
687 forum; or in a 'personal capacity' where the employee is not specifically authorized to speak on behalf of  
688 the Town.

689 For the Town of Hinesburg policy on social media covering employee use of social media in an official  
690 capacity and use of Town social media sites by the public, please refer to the Town of Hinesburg Social  
691 Media Policy.

692 **6.21 Personal Use of Social Media**

693 The purpose of this policy is to notify Town employees that their personal use of social media  
694 technologies may be the proper subject of Town review and corrective action where there is a  
695 nexus between the personal use and the workplace.

696 Employees are expected to be attentive and careful in their use of social media. Employees  
697 should be aware that their use of social media may be perceived as representing the Town or the  
698 Town government, and should tailor their use accordingly.

699 At all times, including off-duty hours, employees are prohibited from using social media to  
700 violate any Town policies, procedures, and practices. Inappropriate postings or reposting's will  
701 subject employees to disciplinary action up to and including termination.

702 Examples of such posts might include, but are not limited to: offensive posts meant to  
703 intentionally harm someone's reputation; bullying; harassment; threats of violence; posts that  
704 could contribute to a hostile work environment; discriminatory remarks based on race, color,  
705 religion, gender, familial status, national origin, disability, age, genetic information, sexual  
706 orientation, military or veteran status or any other status protected by applicable law; or posts  
707 that could result in a loss of the public's faith or trust in a town employee/official/department.

708

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709 **Section 7: Performance Evaluations**

710 The Town has a performance evaluation process whereby each employee is evaluated by their supervisor  
711 on at least an annual basis. The primary purpose of the evaluation is to formally discuss the performance  
712 objectives for each employee, discuss areas of strong performance and areas that may need improvement,  
713 develop a plan of action for meeting goals and objectives, and for establishing a dialogue between the  
714 employee and their supervisor. The results of such evaluations will be submitted to the employee, the  
715 employee’s department head and the Town Manager and will become a part of the employee’s personnel  
716 file. The evaluation process will be developed by the Town Manager and may be changed from time to  
717 time at their discretion.

Commented [TO16]: New section

Commented [AJ17]:

718 **Section 8: Employee Benefits**

719 **8.1 Eligibility for Benefits**

720 The Town offers a comprehensive benefits package for the benefit of its eligible full-time and part-time  
721 employees as follows:

722 Part-time employees who are regularly scheduled to work year-round at least 20 hours a week may elect  
723 to participate in the aforementioned benefits on a prorated basis, subject to the eligibility requirements of  
724 the insurance carrier or other benefit provider. The Town will pay a proportionate share of the cost of the  
725 benefit programs based on the ratio of work hours per week to 40 hours per week. The employee is  
726 responsible for the balance.

727 Information about group insurance and other benefits are included as Addendum B to this Policy.  
728 Additionally, further details are available in the Town Manager’s office. The Town reserves the right to  
729 change carriers, or to add, delete or amend benefit programs in its sole discretion. The Town also  
730 reserves the right to change the amount or percentage of its contribution to the cost of any group health  
731 insurance or other benefit program. Employees will be provided with advance notice of any change in the  
732 contribution rate or change in benefit plan program offerings.

733 **8.2 Health Insurance Opt-Out Program**

734 One time per year, during the open enrollment period, all full-time employees will have the opportunity to  
735 participate in a health insurance opt-out program. Proof of an alternative source of health insurance  
736 coverage is required in order to participate in the program. Employees choosing to opt-out of the Town’s  
737 health care plan will receive an amount equal to 75% of the annual premium of an individual person plan  
738 payable in weekly installments. If for any reason an employee terminates their employment prior to the  
739 end of the year, their weekly installments terminate as well. Opt-out payments are subject to normal  
740 withholding taxes.

Commented [TO18]: Changed from a flat rate to a % of the single plan in order for the program to remain an attractive alternative to the town’s health insurance offering

Commented [AJ19]: The first sentence says this benefit is only available to full-time employees.

741 **8.3 Holiday Compensation**

742 The Town observes the following holidays each year. Full-time and part-time employees will receive paid  
743 holiday leave for the number of hours they are scheduled to work on the day the holiday falls:

- 744 • New Year’s Day (January 1)
- 745 • Martin Luther King Jr.’s Birthday (3<sup>rd</sup> Monday in January)
- 746 • Presidents Day (3<sup>rd</sup> Monday in February)
- 747 • Memorial Day (last Monday in May)
- 748 • Independence Day (July 4)
- 749 • Bennington Battle Day (August 16)

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- 750 • Labor Day (1<sup>st</sup> Monday in September)
- 751 • Indigenous Peoples Day (second Monday in October)
- 752 • Veteran's Day (November 11)
- 753 • Thanksgiving Day and the adjacent following day
- 754 • Christmas Eve (December 24<sup>th</sup>)
- 755 • Christmas Day (December 25<sup>th</sup>)
- 756

757 Employees will receive holiday pay for the number of hours in the employee's typical work day on which  
 758 the holiday falls, at the employee's regular rate of pay. Part-time employees will receive pro-rated  
 759 holiday leave pay based on the number of hours the employee is regularly scheduled to work. Holiday  
 760 leave that is not actually worked by an employee will not be included in calculating overtime for that  
 761 employee.

762 Holidays falling on Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be  
 763 observed the following Monday. Holidays that fall during an employee's vacation leave will not be  
 764 charged as vacation leave.

765 An employee who wished to work on a holiday and does not receive "holiday-pay" (as described in the  
 766 compensation section of this Policy) may, with the pre-approval of their Department Head or the Town  
 767 Manager in the case of Department Heads, take an alternative day off, referred to as a "flex holiday". An  
 768 employee may only use one "flex-holiday" per calendar year. Notwithstanding that limitation, the  
 769 Christmas Eve and Christmas Day holidays may floated to other religious holidays.

770 **8.4 Combined Time Off (CTO)**

771 Combined Time Off (CTO) provides a certain number of days for paid time off each year to eligible  
 772 employees. The CTO program coordinates into one program a specific number of days which employees  
 773 may use for paid time off (both scheduled and unscheduled time off) according to their individual  
 774 interests, needs and circumstances. Proper management and budgeting of time off is the responsibility of  
 775 the employee.

776 All regular full-time and regular part-time employees are eligible to participate in the CTO Program. An  
 777 employee's accumulative CTO may not exceed a maximum of one and one-half times the annual  
 778 allotment. Hours accrued in excess of one-and one-half times the annual allotment will be transferred to  
 779 Extended Sick Bank (ESB) if adequate Space available on July 1 each year

780 CTO will be used for scheduled or planned absences such as vacations, holidays, planned personal  
 781 absences, and appointments. The Department Head must approve such absences in advance. Scheduling  
 782 of CTO shall accommodate, to the greatest extent possible, preferences shall be given to seniority with  
 783 regard to conflicts in scheduling time off. In the event that a regular holiday falls during a scheduled  
 784 period of CTO, CTO hours will not be charged to that day.

785 CTO will be used for absences which have not been approved in advance by the Department Head, such  
 786 as lateness, illness, family emergencies and transportation problems. Unscheduled or unplanned absences  
 787 must be reported by employees to their Department Head as far in advance of normal working hours as  
 788 possible. It is expected that an employee will keep their Department Head informed as possible about the  
 789 probable length of their absence. Any employee whose absence for reasons of sickness extends beyond  
 790 five (5) consecutive workdays shall provide the Department Head with a statement from a licensed  
 791 physician attesting to the employee's inability to work. A statement shall be submitted on a weekly basis

**Commented [TO20]:** Limit of 1 flex holiday is new. Floating Christmas eve and Christmas day to another religious holiday is new.

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792 for so long as the employee remains absent for reasons of sickness. A consistent pattern of unscheduled  
793 absences or lateness may be considered excessive, and may be cause for concern and/or discipline.

#### 794 8.5 Accrual of Combined Time Off (CTO)

795 All regular full-time and regular part-time employees accrue CTO on a monthly basis; for example, an  
796 employee who has been employed with the Town for seven years will earn fourteen (14) hours of CTO at  
797 the completion of each calendar month worked. Employees can use CTO hours from the completion of  
798 one calendar month of employment, in units of one-half hour. Employees do not accrue CTO hours  
799 during a Leave of Absence or during a period of unpaid absence.

800 The allocation of CTO hours for eligible employees is based on length of continuous eligible service and  
801 classification as follows.

Length of Service	Days Accumulated Per Month
Less than one year	8 hours/month 96 hours/year
Beginning 2 <sup>nd</sup> year to 4 years completed	11.34 hours/month 136 hours/year
Beginning 5 <sup>th</sup> year to 10 years completed	14 hours/month 168 hours/year
Beginning 10 <sup>th</sup> year to 15 years completed	16.67 hours/month 200 hours/year
Beginning of 16 <sup>th</sup> year	18 hours/month 216 hours/year

802

803 Employees are strongly encouraged to take an annual vacation. Requests for vacation should be  
804 submitted to the employee's supervisor as soon as possible but not less than 48 hours in advance of the  
805 requested time off. An employee's accumulative CTO may not exceed a maximum of two-times the  
806 maximum number of CTO hours of their allotment. Hours accrued in excess of two times the annual  
807 allotment will be transferred to Extended Sick Bank (ESB), if adequate space is available, on July 1 each  
808 year. If adequate ESB space is not available, hours will be lost without pay.

809 An employee who resigns from employment with the Town will be compensated for unused, accrued  
810 CTO up to a maximum of 324 hours, with the exception that any employee who terminates during their  
811 probationary period will not be entitled to compensation for any accrued vacation time.

#### 812 8.6 Conversion of Combined Time Off (CTO)

813 Below are two situations where CTO can be converted:

##### 814 • Laid Off / Terminating Employees

815 Unused CTO hours will be paid at 100% of its value upon termination as outlined here. Any  
816 Town employee may be laid off whenever it is necessary to reduce the number of employees in  
817 any department because of change in the function or organization of a department, financial  
818 restrictions, changes in work demands, elimination of job categories, or related reasons.  
819 Employees so affected shall be notified ten (10) working days in advance of the action to be  
820 taken. To the extent possible, layoffs within a department shall be made in the inverse order of  
821 seniority. However, seniority shall not be the determining factor regarding layoff upon receipt by  
822 the Town Manager of a written recommendation submitted by the relevant Department Head,  
823 which specifies:

- 824 1. The special contributions, skills, and performance of a less senior department employee.
- 825 2. Reasons why departmental operations would be best maintained through retention of a  
826 position filled by a less senior employee.

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827 Recall shall be in the reverse order of any layoffs. Laid off employees will be eligible for health  
828 insurance benefits at their own expense as provided by the Consolidated Omnibus Budget  
829 Reconciliation Act of 1986 (COBRA). An exit interview may be offered.

830 Payments under this section will not exceed payment for 324 hours unused CTO.

831 • **Extended Sick Bank Hours**

832 An employee may exchange their current CTO Bank for ESB hours on an hour-for-hour basis, up  
833 to a cumulative maximum of 720 hours, on July 1 of each year. Other than termination, if an  
834 employee resigns, retires or otherwise leaves their position with the town permanently in good  
835 standing, they will be paid for one-half of their accumulated sick bank hours up to a maximum of  
836 360 hours.

837 **8.7 Longevity Bonus**

838 Employees shall receive a longevity bonus on the last pay period of June beginning at the completion of 5  
839 years of eligible service and every year thereafter according to the following schedule:

- 840 1. Completion of 5 years of service - \$250.00
- 841 2. Completion of 10 years of service - \$375.00
- 842 3. Completion of 15 years of service - \$500.00
- 843 4. Completion of 20 years of service - \$625.00
- 844 5. Completion of 25 years of service - \$750.00
- 845 6. Completion of 30 years of service - \$875.00
- 846 7. Completion of 35 years of service - \$1,000.00

847 Any employee who reaches their anniversary date of hire during any given year, shall be paid the bonus  
848 regardless of whether they remain a Town employee through the last pay period of June of that year.

849 **8.8 Parental and Family Leave**

850 An employee is entitled to take unpaid leave for a period not to exceed twelve (12) weeks during the  
851 employee's pregnancy and following the birth or adoption of their child, to care for a seriously ill spouse,  
852 child, stepchild, ward, foster child, parent, or parent of the employee's spouse. The employee may use  
853 CTO or ESB hours during parental or family leave. However, utilization of CTO or ESB shall not extend  
854 the leave provided and expounded on above.

855 The Town shall continue employee benefits for the duration of the leave. The Town may require that the  
856 employee pay the entire cost of the benefits during the leave at existing Town rates if the employee does  
857 not have accumulated CTO or Sick Bank Hours to cover the cost of their share of the benefit. Written  
858 notice of intent to take parental leave shall be given the Town, including the date leave is expected to  
859 commence and estimated duration of the leave, six weeks prior to the anticipated commencement of the  
860 leave. Upon approval by the Town Manager, an employee may return from leave earlier or later than  
861 estimated.

862 Upon return from maternity leave, the employee shall be offered the same or comparable job at the same  
863 level of compensation, employment benefits, seniority or any other term or condition of employment  
864 existing on the day leave began.

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

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868 **8.9 Short Term Family Leave**

869 An employee is entitled to take unpaid leave of up to four (4) hours in any thirty (30) day period, not to  
870 exceed 24 hours in any 12-month period:

- 871 a) To participate in pre-school or school activities related to the academic progress of the  
872 employee's child, stepchild, foster child or ward who lives with the employee. An example  
873 would be a parent-teacher conference.
- 874 b) To attend or accompany any of the following people to routine medical or dental appointments;  
875 child, stepchild, foster child or ward who lives with the employee: parent, spouse, or parent-in-  
876 law.
- 877 c) To accompany a parent, spouse or parent-in-law to other appointments for professional services  
878 related to their care and well-being. An example would be a meeting with a nursing home  
879 administrator about care for an elderly parent.
- 880 d) To respond to a medical emergency involving the employee's child, stepchild, foster child or  
881 ward who lives with the employee; or the employee's parent, spouse or parent-in-law.

882 Before taking short-term leave, the employee must make a reasonable attempt to schedule appointments  
883 outside of regular work hours. In addition, the employee must provide the employer with a seven-day  
884 notice, before the leave is to be taken, except in the case of emergencies. If the employee chooses, the  
885 employee may use CTO for the short-term leave permitted above.

886 **8.10 Military Leave**

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

892 **8.11 Jury Leave**

893 The Town will compensate employees for their services as jurors or witnesses. In accordance with 21  
894 V.S.A. § 499, employees will otherwise be considered in the service of the Town for purposes of  
895 determining seniority, benefits, credits towards vacations, sick leave, and other rights, privileges, and  
896 benefits of employment.

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

901 **Section 9: Compensation**

902 **9.1 Overtime for Hourly Employees (Non-Exempt)**

903 Overtime compensation for a non-exempt employee is for work performed in excess of forty (40) hours  
904 within the pay period defined by the Town of Hinesburg; the pay period is Thursday through Wednesday.  
905 Compensation will be by monetary reimbursement at the rate of one and one-half times the employee's  
906 customary hourly rate.

907 Concerning issues of overtime compensation, Department Heads shall be responsible for ensuring  
908 compliance with the following procedures;



- 909 • All employees shall notify their Department Head in advance of the need to perform overtime  
910 work. Employees must receive prior approval from their Department Head.  
911 • Department Heads retain the right to work with their employee to restructure working hours to  
912 meet the needs of the department, the employees and budgetary limitations.

### 913 9.2 Time Bank for Non-Exempt Employees

914 At the written request of the employee, and upon approval of the Department Head, the Town Manager  
915 may authorize non-exempt employees (ie. hourly) to establish and utilize a Time Bank instead of  
916 receiving monetary reimbursement for overtime work. A written request from the employee, approved by  
917 the Department Head and authorized by the Town Manager must be on file in the Town Manager's office  
918 in order for a Time Bank to be established and utilized. Time Bank hours are earned and accumulated at  
919 the rate of one and one-half hours for each hour worked in excess of forty (40) hours worked per week.  
920 An employee may not accumulate more than one hundred and twenty (120) hours in their Time Bank.  
921 This provision does not pertain to overtime work on a holiday (employee must receive monetary  
922 reimbursement for holiday overtime hours).

923 It is at the employee's discretion whether they establish and utilize a Time Bank for compensation in  
924 excess of forty (40) hours worked in a pay period. Usage of Time Bank hours, as with other types of  
925 leave, must be pre-approved by the employee's Department Head and cannot create a hardship for the  
926 department or interfere with operational requirements.

927 If, at the termination of an employee's employment, there is unused hours in the Time Bank, the  
928 employee must be paid for the unused time at the final pay rate received by the employee. It is up to the  
929 employee and the approving Department Head to keep a record of the Time Bank hours.

### 930 9.3 ~~Compensatory Time for Salaried Employees (Exempt) (Reserved)~~

### 931 9.4 Employee Development

932 Employees may request permission to attend training programs offered during normal work hours.  
933 Department Heads may grant release time for this purpose if the work needs of the department permit and  
934 if such training programs are relevant to the employee's current position / job. Additional considerations  
935 include whether the course has potential to benefit the Town; value and relevance to the employee; length  
936 of time, if any, the employee will be absent from work; and, program cost and available budgetary  
937 allocation.

### 938 9.4 Continuing Education

939 The Town encourages employees to continue their education and, accordingly, will reimburse employees  
940 for 100% of tuition costs of a course or program that an employee is enrolled in, not to exceed \$1,000.00  
941 per year.

942 In order to receive reimbursement for a course or program, four requirements must be met:

- 943 1. The course or program must be approved by the Town Manager in writing prior to enrolling;  
944 2. The course must be job related;  
945 3. A grade of "C" or better must be obtained; and  
946 4. Adequate funds must be available in the Town's budget.

947 An employee may be reimbursed for one course per semester. Reimbursement, not to exceed \$1,000.00  
948 will also be given to full-time employees who have satisfied the above requirements for a course  
949 confirming credit for a high school diploma or GED.

Commented [TO23]: Exempt employees will no longer accumulate comp-time due to their exempt non-hourly status

Commented [TO24]: Increase from \$500

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950 Courses taken under this provision shall be outside of the employee's working hours.

951 Upon completion of the course, a receipt for the course or program and an official statement of grades  
952 earned must be submitted to the Town Manager. These items must be turned in before a reimbursement  
953 check will be issued. An employee must have worked one full year before becoming eligible for these  
954 educational benefits.

## 955 Section 10: Harassment

Commented [T025]: Similar to previous section

### 956 10.1 Employment Harassment and Discrimination

957 The Town is committed in all areas to providing a work environment that is free from unlawful  
958 harassment and discrimination. Vermont and federal law prohibit employment discrimination or  
959 retaliation based on race, color, religion, sex, gender identity, marital status, national origin, age,  
960 pregnancy, genetic information, veteran status, any other category of person protected under federal or  
961 state law, or against a qualified individual with a disability with respect to all employment practices.  
962 Vermont law prohibits discrimination based on sexual orientation, ancestry, HIV status, and place of  
963 birth. It is also unlawful to retaliate against employees or applicants who have alleged employment  
964 discrimination.

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

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

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

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

986 Any employee who wishes to report harassment should file a complaint with one of the following  
987 individuals: the Town Manager, or the Chair of the Selectboard. The names, addresses and telephone  
988 numbers of all parties can be found on the Town website [www.Hinesburg.org](http://www.Hinesburg.org)

989 A prompt, thorough and impartial investigation will be conducted and confidentiality will be protected to  
990 the extent possible. If it is determined that unlawful harassment has occurred, the Town will take

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991 immediate and appropriate corrective action. No person will be adversely affected in their employment  
992 with the Town as a result of bringing a complaint of unlawful harassment.

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

994 Vermont Attorney General's Office  
995 Civil Rights Unit  
996 109 State Street  
997 Montpelier, VT 05609-1001  
998 Tel:(802)828-3171 (voice)  
999 (802)828-3665 (TTY)

1000  
1001 Equal Employment Opportunity Commission  
1002 JFK Federal Building  
1003 475 Government Center  
1004 Boston, MA 02203  
1005 Tel: (800)669-4000 (voice)  
1006 (800)669-6820 (TTY)

1007  
1008 These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is  
1009 probable cause or reasonable grounds to believe unlawful harassment occurred, they may take a case to  
1010 court.

## 1011 10.2 Sexual Harassment

1012 Sexual Harassment in the workplace is illegal under Vermont and federal law and is strictly prohibited.  
1013 The Town is committed to providing a workplace free from this unlawful conduct. All employees have  
1014 the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of  
1015 their gender. It is against the policies of the Town for any individual to sexually harass another individual  
1016 in the workplace. In accordance with 21 V.S.A. §§ 495h, the Town has adopted the following sexual  
1017 harassment policy. All employees are required to read this policy before signing the employee  
1018 acknowledgement form.

1019 Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for  
1020 sexual favors and other verbal or physical conduct of a sexual nature when:

- 1021
- 1022 • submission to that conduct is made either explicitly or implicitly a term or condition of  
1023 employment;
  - 1024 • submission to or rejection of such conduct by an individual is used as a component of the basis  
1025 for employment decisions affecting that individual; or
  - 1026 • the conduct has the purpose or effect of substantially interfering with an individual's work  
1027 performance or creating an intimidating, hostile or offensive work environment.

1027 Examples of sexual harassment include, but are not limited to, the following when such instances or  
1028 behavior come within one of the above definitions:

- 1029
- 1030 • either explicitly or implicitly conditioning any term of employment (e.g., continued employment,  
1031 wages, evaluation, advancement, assigned duties or shifts) on the provisions of sexual favors;
  - 1032 • touching or grabbing a sexual part of an individual's body;
  - 1033 • touching or grabbing any part of an individual's body after that party has indicated that or it is  
1034 known that such physical contact is unwelcome;

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- 1034 • whistling, gesturing, or staring in a suggestive manner that is unwelcome;
- 1035 • continuing to ask an individual to socialize on or off-duty when that person has indicated they are
- 1036 not interested;
- 1037 • displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known
- 1038 or should be known that the behavior is unwelcome;
- 1039 • continuing to write sexually suggestive notes or letters if it is known or should be known that the
- 1040 person does not welcome such behavior;
- 1041 • referring to or calling a person a sexualized name if it is known or should be known that the
- 1042 person does not welcome such behavior;
- 1043 • telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it
- 1044 is known or should be known that the person does not welcome such behavior;
- 1045 • retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g.,
- 1046 ostracizing the person, pressuring the person, pressuring the person to drop or not support the
- 1047 complaint, adversely altering that person's duties or work environment, etc.);
- 1048 • derogatory or provocative remarks about or relating to an employee's sex;
- 1049 • harassing acts or behavior directed against a person on the basis of their sex;
- 1050 • off-duty contact which falls within the above definition and affects the work environment.

Commented [AJ26]:

1051 It is also unlawful to retaliate against employees for filing a complaint of sexual harassment or for  
 1052 cooperating in an investigation of sexual harassment.

1053 Any individual who believes they have been the target of sexual harassment or believes they have been  
 1054 subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to  
 1055 directly inform the offending person or persons that such conduct is offensive and must stop.

1056 Employees who are found to have engaged in sexual harassment may face disciplinary action up to and  
 1057 including termination.

1058 Any employee who wishes to report sexual harassment should file a complaint with one of the following  
 1059 individuals: the Town Manager, or Chair of the Selectboard. The names, addresses, and telephone  
 1060 numbers of all parties can be found on the Town website: [www.Hinesburg.org](http://www.Hinesburg.org)

1061 Once the Town receives a complaint of sexual harassment, it will take all necessary steps to ensure that  
 1062 the matter is promptly investigated and addressed, and confidentiality will be protected to the extent  
 1063 possible. If sexual harassment is found to have occurred, the Town will take appropriate action, ranging  
 1064 from verbal warning up to and including dismissal.

1065 Complaints of sexual harassment or retaliation may also be filed with the following agencies:

1066 Vermont Attorney General's Office  
 1067 Civil Rights Unit  
 1068 109 State Street  
 1069 Montpelier, VT 05609-1001  
 1070 Tel:(802)828-3657 (voice)  
 1071 Tel:(888)745-9195 (voice-Toll Free VT)  
 1072 (802)828-3665 (TTY)  
 1073 Email: [civilrights@atg.state.vt.us](mailto:civilrights@atg.state.vt.us)  
 1074  
 1075 Equal Employment Opportunity Commission

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1076 JFK Federal Building  
1077 475 Government Center  
1078 Boston, MA 02203  
1079 Tel: (800)669-4000 (voice)  
1080 (800)669-6280 (TTY)  
1081 (844)234-5122 (ASL Video)  
1082

1083 These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is  
1084 probable cause or reasonable grounds to believe sexual harassment occurred, they may take a case to  
1085 court.

## Section 11: Employee Discipline

1086 The Town of Hinesburg has adopted a progressive discipline process to identify and address employee  
1087 and employment-related problems. The Town's progressive discipline process applies to any and all  
1088 employee conduct that the Town, in its sole discretion, determines must be addressed by discipline.  
1089

1090 Under the Town's progressive discipline process, an employee may be subject to disciplinary action, up  
1091 to and including termination, for violation of the provisions of this personnel policy and/or failure to  
1092 maintain an acceptable level of performance. The Town may take prior disciplinary action into  
1093 consideration when disciplining or terminating an employee. Violations of different rules may be treated  
1094 as repeated violations of the same rules for purposes of progressive discipline.

1095 Most often employee conduct that warrants discipline results from unacceptable behavior, poor  
1096 performance, or violation of the Town's policies, practices, or procedures. However, discipline may be  
1097 issued for conduct that falls outside of those identifies areas. The Town also reserves the right to impose  
1098 discipline for off-duty conduct that adversely impacts the legitimate interests of the Town. The Town  
1099 reserves the right in its sole discretion to bypass progressive discipline and to take whatever action it  
1100 deems necessary to address the issue at hand. This means that more or less severe discipline, up to and  
1101 including termination, may be imposed in a given situation at the Town's sole discretion.

1102 The Town also retains the right to unilaterally eliminate positions or reduce the work hours of a position  
1103 or positions due to economic conditions, shortage of work, organizational efficiency, changes in  
1104 departmental functions, reorganization or reclassification of positions resulting in the elimination of a  
1105 position or for other related reasons.

1106 The Town will normally adhere to the following progressive disciplinary process, but reserves the right to  
1107 bypass any or all steps of progressive discipline when it determines, in its sole discretion, that deviation  
1108 from the process is warranted:

- 1109 1. **Verbal warning** – a verbal warning from the Department Head or Town Manager notifying the  
1110 employee of conduct considered inappropriate, or action that is lacking or needs improvement,  
1111 and the actions and procedures necessary to improve.
- 1112 2. **Written Warning** – a written statement, signed by the Department Head or Town Manager,  
1113 notifying the employee of conduct considered objectionable, or action that is lacking or needs  
1114 improvement, and the actions and procedures necessary to improve, specifying that recurrence of  
1115 the same or similar activity or lack of activity will result in more severe disciplinary action. The  
1116 reprimand shall be filed in the employee's personnel file.

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- 1117 3. **Suspension with or without pay** – the temporary removal of an employee from the performance  
 1118 of job functions due to negative conduct of great significance or unresponsiveness to multiple  
 1119 written warnings; a suspended employee shall remain on the active roster of regular Town  
 1120 employees for the purposes of accrual of benefits.
- 1121 4. **Demotion** – the reduction of an employee’s rate of pay limited to a maximum of ten (10) percent  
 1122 of an employee’s annual wages or salary within the past consecutive twelve (12) month period of  
 1123 employment due to negative conduct of great significance or unresponsiveness to suspension;
- 1124 5. **Dismissal** – the termination of an employee’s working relationship with the Town, subject only  
 1125 to the payment of accrued earnings or applicable benefits due to negative conduct of great  
 1126 significance or unresponsiveness to levels of discipline above.

1127 Employees are prohibited from engaging in conduct listed below and may receive discipline, up to and  
 1128 including termination, for doing so. This list has been established to provide examples of behavior that  
 1129 could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the  
 1130 severity of employee conduct. This list is not exhaustive.

- 1131 • Engaging in any illegal activity.
- 1132 • Refusing to do assigned work or failing to carry out the reasonable assignment of a Department  
 1133 Head, the Town Manager or the Selectboard.
- 1134 • Being inattentive to duty, including sleeping on the job.
- 1135 • Falsifying a timecard or other record or giving false information to anyone whose duty is to make  
 1136 such records.
- 1137 • Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason  
 1138 or leaving one’s work assignment without appropriate authorization.
- 1139 • Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community  
 1140 standards and expectations of public employees.
- 1141 • Engaging in any form of harassment including sexual harassment.
- 1142 • Missing, misappropriating, or willfully neglecting Town property, funds, materials, equipment or  
 1143 supplies.
- 1144 • Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or  
 1145 drugs when on the job or subject to duty.
- 1146 • Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or  
 1147 others. This includes acts of violence as well as threats of violence.
- 1148 • Stealing or possessing without authority any equipment, tools, materials or other property of the  
 1149 Town or attempting to remove them from the premises without approval or permission from the  
 1150 appropriate authority.
- 1151 • Marking or defacing walls, fixtures, equipment, tools, materials or other Town property, or  
 1152 willfully damaging or destroying property in any way.
- 1153 • Inappropriate use of a Mobile Communication Device while operating a vehicle.
- 1154 • Inappropriate use of Social Media.
- 1155 • Willful violation of Town rules or policies.

1156           Section 12: Appeals to Personnel and Disciplinary Actions

1157    12.1 Policy

1158    The Town shall make a reasonable effort to be equitable and fair in its relations with employees. An  
1159    appeal procedure is provided for employees who disagree with personnel or disciplinary actions taken by  
1160    the Town.

1161    12.2 Right of Appeal

1162    Town employees have a right to appeal actions regarding position classification, compensation, dismissal,  
1163    demotion and suspension. Disagreements over interpretations of specific rules are not subject to appeal,  
1164    but may be dealt with through the grievance provisions of this manual.

1165    12.3 Appeal Procedure

1166    Appeals of personnel and disciplinary actions shall be made by the employee by submitting them to the  
1167    Town Manager in writing within five (5) working days of the employee's receipt of the notice of  
1168    personnel or disciplinary action. A hearing on such appeal shall be held as soon as possible after receipt  
1169    of the notice of appeal, but in no event longer than fifteen (15) working days after receipt of the notice of  
1170    appeal. The purpose of the hearing will be to enable the Town Manager to gather information regarding  
1171    the personnel action being appealed. The hearing will be closed and informal; the employee and the  
1172    Department Head will be present; counsel may represent the employee, and, if appropriate, witnesses may  
1173    be brought by the employee and/or the Department Head. The Town Manager within five (5) working  
1174    days of the hearing shall make a decision, in writing. The Town Manager may uphold the original  
1175    actions, modify the severity of the actions, or overrule the action of the Department Head.

Commented [T027]:

1176    12.4 Restoration of Position (Status)

1177    If the original action is overruled, the employee shall be restored to their original position or status with  
1178    no loss of rights, privileges or compensation. The action of the Town Manager is final with no further  
1179    appeal.

1180           Section 13: Grievance Procedures

1181    13.1 Policy

1182    Prompt consideration and equitable adjustment of employee grievances is necessary to ensure that the  
1183    work of the Town of Hinesburg is accomplished in an efficient and effective manner. It is the intent of  
1184    the Town to address grievances informally whenever possible. Both Department Heads and employees  
1185    are expected to make every effort to resolve problems as they arise. However, it is recognized that there  
1186    may be grievances, which will be resolved only after a formal appeal and review. When this is the case,  
1187    the procedure listed hereunder will be followed.

1188    13.2 Definition

1189    A grievance of any matter considered by the employee as grounds for complaint, except in the case of  
1190    personnel action arising out of discipline, dismissal, demotion or suspension. Adjustment for such  
1191    complaints is separately provided (Section 13: Appeals of Personnel and Disciplinary Action).

1192    13.3 Procedure

1193    An employee who believes that inequitable treatment has been received because of some conditions of  
1194    employment may appeal for relief from that condition. The employee is expected to initially discuss any

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1195 grievances with their Department Head. If the matter cannot be settled at that level, or the employee's  
1196 grievance pertains to their Department Head, they may present their grievance to the Town Manager.

### Section 14: Severability

1197  
1198 If any provision of this personnel policy or the application hereof to any person or circumstance(s) is held  
1199 invalid, this invalidity does not affect other provisions or applications of the personnel rules which can be  
1200 given effect without the invalid provision or application. For this purpose, this personnel policy is  
1201 severable.

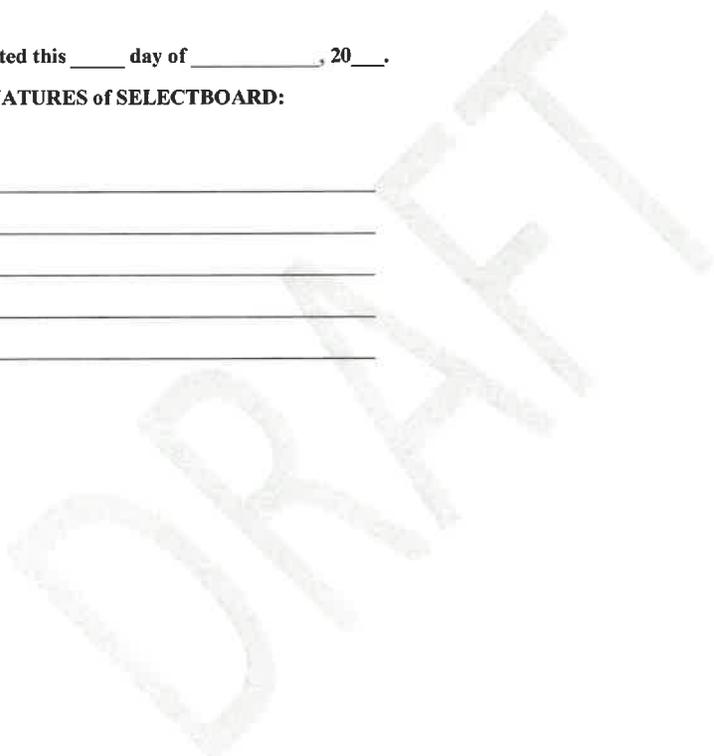
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1202  
1203 Adopted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

1204 SIGNATURES of SELECTBOARD:

1205  
1206 \_\_\_\_\_  
1207 \_\_\_\_\_  
1208 \_\_\_\_\_  
1209 \_\_\_\_\_  
1210 \_\_\_\_\_

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1213  
1214



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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** SIDEWALK WINTER MAINTENANCE POLICY AMENDMENT  
**DATE:** 9/15/2021

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**ISSUE:**

The issue is whether the Selectboard will approve the proposed Sidewalk Winter Maintenance Policy Amendment.

**DISCUSSION:**

The proposed amendment would allow, but not require, snow removal from sidewalks and paths before five inches accumulates but when snow is expected to accumulate and remain following a snow event. The reasoning is to allow for snow removal to begin before it becomes packed down and hard to remove.

**RECOMMENDATION:**

It is recommended that the Selectboard approve the proposed Sidewalk Winter Maintenance Policy Amendment.



Town of Hinesburg  
Sidewalk Winter Maintenance Policy

1. **Purpose**

The purpose of this policy is to outline an orderly, consistent and fiscally responsible process to be used by the Selectboard in determining during the winter months the standards under which the sidewalks will be maintained.

2. **Policy Statement**

The Town presently has over 5 miles of sidewalks. During the winter months, sidewalks and paths often become impassible because of the build-up of snow. The Town recognizes the need to clear sidewalks to provide for safe pedestrian access to essential services and schools. Reasonable efforts will be used to maintain municipal sidewalks.

3. **Definitions:**

- 3.1 Sidewalk – The term, sidewalk as used in this policy shall mean a walk or path used for public convenience and situated within the limits of a public right-of-way or easement owned by the Town of Hinesburg.
- 3.2 Winter maintenance – Shall mean the clearing of snow from the sidewalk or path.

4. **Service Standards**

Specific service standards are adopted as part of this policy. This will allow the Town to evaluate the effectiveness of the policy and undertake modifications as needed.

- 4.1 Road clearing takes precedence over sidewalk clearing.

~~7.24.2~~ Sidewalk and path snow removal ~~may will~~ be performed ~~only after a minimum of four inches of when~~ snow ~~is has~~ expected to accumulate ~~d resulting from during~~ a snowfall event ~~and remain afterward~~. Accumulations resulting from drifting and/or depositions resulting from public street snow removal operations will be removed as determined necessary by the Town. The Town will attempt to initiate all snow removal operations within 24 hours after the end of the storm, depending on the event and weather predictions.

7.34.3 The level of service will be limited to what can be provided by mechanical equipment. Due to the limitations of mechanical equipment and sidewalk irregularities, sidewalks may not be cleared or maintained to a dry pavement standard. No handwork will be performed by Town or contractual personnel. Sand and salt may be used to the degree needed by the Town or contractor.

7.44.4 Due to the limited service by mechanical equipment, the community is encouraged to assist with clearing snow from hydrants proximate to their home or community.

7.54.5 It is to be expected that snow can be plowed, blown, swept or dumped on public right-of-way and easements on either side of the sidewalk/trail as needed for the best efficiency of operation.

7.64.6 Reasonable attempt will be made not to deposit excessive snow in driveways and/or private sidewalks if it is operationally or mechanically controllable. However, the removal of any snow deposits that may result will be the responsibility of the adjacent property owner and/or occupant.

7.74.7 The Town will not be responsible for incidental damage to turf, driveways, irrigation systems, or any landscaping improvements located within public rights-of-way or easements. Any related repair will be the responsibility of the adjacent property owners and/or occupant.

7.84.8 If there are sidewalk obstructions, including but not limited to gas or oil fill caps, irregular sidewalks, and fences the town encourages community engagement in staking out the sensitive areas.

7.94.9 In order for the Town to perform snow removal operations, pathways must remain free of obstructions (i.e., vehicles, refuse containers, play equipment, implements, etc.) until the pathway snow clearing operation has been completed. If obstructions are encountered, the Town's operation may skip the affected property frontage and the subsequent removal will be the responsibility of the adjacent property owner and/ or occupant.

#### **8.5. Procedures for Selecting Sidewalks**

8.15.1 The Town presently provides winter maintenance to the entire 5 miles of system of sidewalks and paths. Additional segments of sidewalk will be added within the next year. The Town will evaluate the need and benefit to maintaining those segments with the same level of service standards.

8.25.2 The Selectboard may decide to limit the sections of the sidewalk system to be maintained each year.

Adopted this 4<sup>th</sup> day of December, 2019

~~Philip Pouech~~Merrily Lovell \_\_\_\_\_ -  
~~Aaron Kimball~~

\_\_\_\_\_  
Maggie Gordon

\_\_\_\_\_  
~~Tom Ayer~~Mike Loner

\_\_\_\_\_  
~~Merrily Lovell~~Dennis Place

\_\_\_\_\_  
~~Jeff French~~Phil Pouech

TO: Selectboard  
FROM: Joy Dubin Grossman, Assistant Town Manager  
SUBJECT: Financial Support of Vermont Leadership Institute  
DATE: September 10, 2021

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ISSUE:

Request of financial support for Joy Dubin Grossman to attend the Vermont Leadership Institute.

DISCUSSION:

I, Joy Dubin Grossman, am requesting financial support from the Town's professional development budget to attend the Snelling Center for Government, Vermont Leadership Institute (VLI) a Vermont centric leadership program as a member of the Class of 2022. This is a 10-month program commencing in September, 2021 and graduating in June, 2022. The tuition for VLI is \$7,800.00. I've included the detailed syllabus for your review.

I am requesting the Town pays the tuition of \$7,800.00 for the year long program. I see VLI as an excellent professional opportunity to engage with other public, private and nonprofit leaders in an appreciative collaborative environment. I look forward to sharing my learning in my everyday role as the Assistant Town Manager in Hinesburg.

I agree to remain as an employee of the Town of Hinesburg for at least three years and each year a third of the cost (\$2,600.00) would be forgiven. If I was to resign before the three years, I would reimburse the Town for the cost of the program on a prorated basis of \$2,600 per year.

Please contact me directly to learn more and ask questions at (802)482-4207 (Town Hall) or (802)380-0507 (cell)

TO: Selectboard  
FROM: Joy Dubin Grossman, Assistant Town Manager  
SUBJECT: Financial Support of Vermont Leadership Institute  
DATE: September 10, 2021

---

ISSUE:

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DISCUSSION:

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Please contact me directly to learn more and ask questions at (802)482-4207 (Town Hall) or (802)380-0507 (cell)



## Class of 2022 Program Sessions\*

*\*Please note this is a tentative schedule. These dates are subject to change based on evolving public health measures and mitigation strategies in relation to COVID-19. Session locations will be updated as the schedule is finalized.*

### **Opening Retreat**

2 days: Thursday and Friday, September 23 & 24, 2021

In this session, we lay the groundwork for a successful cohort experience through team building exercises, shared meals and collective inquiry in order to set a tone of collegiality and reflective leadership. Assessment tools, including the Myers Briggs Type Indicator, illuminate and celebrate diversity of experience, leadership styles and communication styles.

### **Know Thyself**

3 days: Wednesday, Thursday & Friday, October 27, 28 & 29, 2021

The class explores learning styles, models and motivation. Each participant completes a 360-degree professional evaluation with their peers (professional and personal) to add to their toolkit. The class works with coaches on personal and professional leadership goals, which incorporate their new understanding.

### **Leadership in Context**

2 days: Thursday and Friday, December 9 & 10, 2021

The class clarifies personal and organizational core values as well as leadership practices and models that further equity across difference. Exploring embedded social narratives, and systems of oppression, this session supports participants' continued reflection on equity, equality and leadership practices. This session continues to build upon sessions one and two.

### **Systems and Organizational Change Leadership**

2 days: Thursday and Friday, January 6 & 7, 2022

The class explores systems theory and access to power and privilege within leadership dynamics with specific application to systems here in Vermont, such as health care, food systems and environmental systems. Participants will work with Vermont leaders to discuss their experience and models for creating systems and organizational change.

### **The Shaping of Public Policy**

3 days: Monday, Tuesday and Wednesday, February 7, 8 & 9, 2022

The class visits Montpelier to see the Vermont State House when it is in session. Participants meet with Vermont's leading public servants and the State Supreme Court through VLI-sponsored panels, lunch-time meet and greets and in House and Senate Committees. Participants also engage with local lobbyists and journalists. VLI invites state representatives and other leaders to openly discuss their roles in the legislature – past topics include equitable treatment of people of color and access to power and privilege across race, gender and sexual orientation.

### Agreement between Joy Dubin Grossman and the Town of Hinesburg

I have been accepted to the Vermont Leadership Institute (VLI) a Vermont centric leadership program of the Snelling Center for Government as a member of the Class of 2022. This is a 10-month program commencing in September, 2021 and graduating in June, 2022. The tuition for VLI is \$7,800.00. The Town pays the tuition of \$7,800.00 for the year long program. I, Joy Dubin Grossman, agree to remain as an employee of the Town of Hinesburg for at least three years and each year a third of the cost (\$2,600.00) would be forgiven. If I was to resign before the three years, I would reimburse the Town for the cost of the program on a prorated basis of \$2,600 per year.



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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** CWSRF AMENDMENT  
**DATE:** 9/15/2021

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**ISSUE:**

The issue is whether the Selectboard, acting as the Water and Wastewater Commissioners, will approve submitting a Clean Water State Revolving Loan Fund Amendment.

**DISCUSSION:**

The cost estimate for sludge removal developed by the engineer and water/sewer department of \$250,000 proved to be inadequate. The final sludge removal expense was \$912,321.30. Since the construction bid was lower than estimated, the difference between the two can be shifted to sludge removal. As a result, at this time, the original loan of \$2,375,000 only needs to be amended by \$170,000 to \$2,545,000.

**RECOMMENDATION:**

It is recommended that the Selectboard, acting as the Water and Wastewater Commissioners, approve submitting a Clean Water State Revolving Loan Fund Amendment seeking an increase of \$170,000.

**TOWN OF HINESBURG  
WASTEWATER TREATMENT FACILITY - SUBGRADE IMPROVEMENTS  
CONTRACT NO. 1  
TOTAL PROJECT COST SUMMARY  
September 14, 2021**

ITEM DESCRIPTION	ORIGINAL BUDGET (5/2021)	UPDATED TOTAL PROJECT COST
<b>WWTF</b>		
Contract No. 1 - Subgrade Improvements <sup>(1)</sup>	\$ 1,520,000	\$ 1,144,800
Small Purchase No. 1 - Lagoon No. 1 Sludge Removal	\$ 250,000	\$ 912,321
CONSTRUCTION SUBTOTAL	\$ 1,770,000	\$ 2,057,121
<b>CONSTRUCTION CONTINGENCY</b>		
Construction Contingency (5%)	\$ 177,000	\$ 57,240
CONSTRUCTION CONTINGENCY SUBTOTAL	\$ 177,000	\$ 57,240
<b>STEP I - PRELIMINARY ENGINEERING<sup>(2)</sup></b>		
Preliminary Engineering Report	\$ 57,000	\$ 57,000
Geotechnical Investigation	\$ 18,000	\$ 18,000
Predesign Services	\$ 23,800	\$ 23,800
STEP I SUBTOTAL	\$ 98,800	\$ 98,800
<b>STEP II - FINAL DESIGN<sup>(2)</sup></b>		
Basic Services - Final Design	\$ 74,500	\$ 74,500
Special Services	\$ 17,000	\$ 17,000
STEP II SUBTOTAL	\$ 91,500	\$ 91,500
<b>STEP III - CONSTRUCTION SERVICES<sup>(3)</sup></b>		
Bid Phase Services	\$ 8,700	\$ 8,700
Construction Administration	\$ 79,800	\$ 79,800
Resident Project Representative	\$ 106,900	\$ 106,900
Special Services	\$ 9,200	\$ 9,200
STEP III SUBTOTAL	\$ 204,600	\$ 204,600
<b>POST CONSTRUCTION MONITORING</b>		
Basic Services <sup>(4)</sup>	\$ 20,000	\$ 20,000
SUBTOTAL	\$ 20,000	\$ 20,000
<b>OTHER COSTS</b>		
Administrative/Permit Fees	\$ 250	\$ 250
Bond Vote/ Funding Assistance	\$ 5,900	\$ 5,900
Easements	\$ -	\$ -
Legal & Fiscal	\$ 2,500	\$ 2,500
Short Term Interest	\$ 5,000	\$ 5,000
OTHER SUBTOTAL	\$ 13,650	\$ 13,650
TOTAL PROJECT COST	\$ 2,375,550	\$ 2,542,911
<b>ORIGINAL STEP III LOAN AMOUNT</b>	\$ 2,375,000	\$ 2,375,000
<b>LOAN BALANCE REMAINING</b>	\$ -	\$ (167,911)
<b>USE</b>	\$ -	\$ (170,000)

**Notes:**

1. Contract No. 1 - Subgrade Improvements based on bid received by Munson Earth-Moving Corp.
2. Based on executed agreement.
3. Based on Draft Step III ESA, and includes the materials and installation of the piezometers.
4. An allowance is budgeted for post construction monitoring.

# Water Infrastructure

FINANCING PROGRAMS



VERMONT WATER & WASTEWATER REVOLVING LOAN FUNDS

## State Revolving Loan Programs

### FUNDING APPLICATION

**IMPORTANT:** Please select the Type of Entity and Loan Type(s) before completing the application. This information is used to set up the rest of the form. This form **MUST** be completed electronically, handwritten applications will not be accepted.

Select the Type of Entity this application is for:

- Municipality, Fire District, or other similar entity  
 Homeowners Association, LLC, Proprietorship, 501(c)3 Non-Profit, or other similar entity

#### LOAN TYPE

This section may be completed by engineer or applicant

Please submit a draft Engineering Services Agreement with this application if applicable

This loan will be used for (select all that apply):

- |                                                                                           |                                                                           |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Step I Drinking Water Loan (Feasibility & Planning)              | <input type="checkbox"/> Step I Clean Water Loan (Feasibility & Planning) |
| <input type="checkbox"/> Step II Drinking Water Loan (Final Design)                       | <input type="checkbox"/> Step II Clean Water Loan (Final Design)          |
| <input type="checkbox"/> Step III Drinking Water Loan (Construction)                      | <input type="checkbox"/> Step III Clean Water Loan (Construction)         |
| <input type="checkbox"/> Drinking Water Loan Amendment                                    | <input checked="" type="checkbox"/> Clean Water Loan Amendment            |
| <input type="checkbox"/> Municipal Source Water Protection Loan                           | <input type="checkbox"/> Pollution Control Grant                          |
| <input type="checkbox"/> Planning Advance (uncommon; requires State legislative approval) | <input type="checkbox"/> CWSRF Interim Financing                          |

#### APPLICANT INFORMATION

This section may be completed by engineer or applicant

LOAN APPLICANT			DATE OF APPLICATION		
Town of Hinesburg			Sep 16, 2021		
SYSTEM NAME		WSID NUMBER	WASTEWATER PERMIT NUMBER		
Hinesburg WW System		N/A	3-1172		
MAILING ADDRESS	TOWN	STATE	ZIP		
10632 VT Route 16	Hinesburg	VT	05461		
PHONE	CELL PHONE	TAX ID	DUNS NUMBER		
(802) 482-2281		03-6000511	6 0 2 1 4 7 7 5 8		

#### CONTACT PERSON - AUTHORIZED REPRESENTATIVE

This section may be completed by engineer or applicant

CONTACT NAME		TITLE			
Todd Odit		Town Manager			
MAILING ADDRESS	TOWN	STATE	ZIP		
10632 VT Route 116	Hinesburg	VT	05461		

PHONE

(802) 482-4206

CELL PHONE

EMAIL ADDRESS

todithvt@gmavt.net

### ALTERNATE AUTHORIZED REPRESENTATIVE(S)

*This section may be completed by engineer or applicant*

AUTHORIZED REPRESENTATIVE NAME

Joy Dubin Grossman

TITLE

Assistant Town Manager

MAILING ADDRESS

10632 VT Route 116

TOWN

Hinesburg

STATE

VT

ZIP

05461

PHONE

(802)482-4207

CELL PHONE

EMAIL ADDRESS

jdubingrossman@hinesburg.org

Add Alternate Representative

### ENGINEERING FIRM & REPRESENTATIVE (or Legal Firm and Attorney's Name if this is a Source Protection Loan)

*This section may be completed by engineer or applicant*

FIRM NAME

Aldrich + Elliott PC

CONTACT NAME

Wayne Elliott

MAILING ADDRESS

6 Marketplace, Suite 2

TOWN

Essex

STATE

VT

ZIP

05452

PHONE

(802) 879-7733 X103

CELL PHONE

(802) 922-2649

EMAIL ADDRESS

welliott@aeengineers.com

### LOAN AMENDMENT SECTION

*This section may be completed by engineer or applicant*

Please describe the reason for the need for increased funds:

Additional funds are needed to complete the sludge removal in Lagoon No. 1 as part of Contract No. 1.

Loan Number to be Amended: RF1-229-3.0

Increased Amount Requested: 170,000

Please describe the effect on rates at the higher loan amount:

This increased loan amount is included in the bond authorization.

### LOCAL FUNDING AUTHORIZATION (not applicable to planning-only loans)

*This section may be completed by engineer or applicant*

Has a legal vote on the authorization to borrow for an SRF loan occurred?

Yes  No Number of Registered Voters:

*Attach a copy of the legal warning and recorded vote or resolution authorizing such debt and attach bond counsel opinion letter. The clerk must certify these as true copies.*

What are the economic trends in your service area - jobs, population increases/decreases, housing starts, property values, etc.? For Mobile Home Parks, please provide an occupancy history for the past five (5) years.

Growth is anticipated for both residential and non residential development.

List any current or potential connections using greater than 5% of demand or provide a general description of service area.

None

## SYSTEM RESERVE FUNDS

*This section should be completed by the applicant*

Does the Applicant have any reserve funds?

Yes  No

Is the Applicant actively contributing to reserve funds in accordance with a short-term Asset Replacement Table (START)?

Yes  No

What does the Applicant do with surpluses, if any?

### Reserve Funds

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4
Amount Available					

## Financial Documentation & Controls

*This section should be completed by the applicant*

*Please submit 3 years audit financial statements. If not available, submit:*

- 3 years statement of revenue and expenditure, AND;*
- 3 years year-ending cash balance (checking, savings, and investment accounts)*

Has anything occurred since the date of your last annual financial report or financial statement that would have a significantly negative effect on your revenues, expenditures, or ability to pay future debt service?

Yes  No

Did the Applicant have more than one budget defeat in the last two years?

Yes  No

Does the Applicant have any pending litigation in excess of \$10,000 on the system and/or the municipality?

Yes  No

Does the Applicant offer a retirement plan to its employees (including VMERS)?

Yes  No

Please describe your plan, your estimated proportionate share of unfunded pension liability:

If the Applicant has its own retirement plan separate from VMERS, does it have any unfunded pension liabilities?

Yes  No

Describe the Applicant's budget control system. Does the Applicant use multi-year forecasting or interim (quarterly or monthly) financial reports to monitor your status?

Monthly budget report updates

Are all account records currently maintained for:

Checkbook     Yes    No    Don't Know    By Whom:

Comments:

Receipts     Yes    No    Don't Know    By Whom:

Comments:

Disbursements     Yes    No    Don't Know    By Whom:

Comments:

Deposit Slips     Yes    No    Don't Know    By Whom:

Comments:

Are bank statements reconciled on a regular basis?

Yes    No    Don't Know    By Whom:

Comments:

Are bank accounts and ledger balances reconciled on a monthly basis?

Yes    No    Don't Know    By Whom:

Comments:

Are financial records maintained in a computerized system?

Yes    No    Don't Know    By Whom:

Comments:

Are any financial records maintained in manual form?

Yes  No  Don't Know By Whom:

Comments:

Does the applicant maintain separate reporting for this utility?

Yes  No  Don't Know By Whom:

Treasurer

Comments:

Does someone other than the treasurer receive unopened bank statements and review bank reconciliations?

Yes  No  Don't Know By Whom:

Accounting Assistant

Comments:

Does the same individual open the mail and deposit checks?

Yes  No  Don't Know By Whom:

Comments:

Does the organization receive payments in cash?

Yes  No  Don't Know By Whom:

Treasurer/Assistant Treasurer

Comments:

Does the Applicant have pre-numbered receipt books for cash payments?

Yes  No  Don't Know By Whom:

Treasurer/Assistant Treasurer

Comments:

Are checks always written to specified payees and not to cash?

Yes  No  Don't Know By Whom:

Treasurer/Assistant Treasurer

Comments:

Are pre-numbered checks used for all bank accounts?

Yes  No  Don't Know By Whom:

Comments:

Are checks written by the same individual who approves payments?

Yes  No  Don't Know By Whom:

Comments:

Have there been any changes in authorized signatures during the fiscal year?

Yes  No  Don't Know By Whom:

Comments:

Has a signature stamp ever been used for any account?

Yes  No  Don't Know By Whom:

Comments:

Is the organization professionally audited by a CPA?

Yes  No  Don't Know By Whom:

Comments:

Does the Authorized Representative assist in the audit planning process?

Yes  No  Don't Know By Whom:

Comments:

Is a specific individual responsible for correcting audit findings?

Yes  No  Don't Know By Whom:

Comments:

Are regular financial reports prepared for the board?



Yes  No  Don't Know By Whom:

Comments:

Are budget to actual reports prepared for each department?

Yes  No  Don't Know By Whom:

Comments:

Has the Authorized Representative borrowed money from the utility?

Yes  No  Don't Know By Whom:

Comments:

Has the organization had a theft, embezzlement or wire fraud in the last 5 years?

Yes  No  Don't Know By Whom:

Comments:

Has the Treasurer or CFO participated in any business which does business with the system/utility?

Yes  No  Don't Know By Whom:

Comments:

Does the Applicant loan money to employees?

Yes  No  Don't Know By Whom:

Comments:

Have board members attended financial trainings?

Yes  No  Don't Know By Whom:

Comments:

Has the Treasurer/CFO attended trainings on recordkeeping?

Yes  No  Don't Know By Whom:

Comments:

Does the Applicant have written financial policies and procedures?

Yes  No  Don't Know

By Whom:

Comments:

Does each employee have copies of these policies and procedures?

Yes  No  Don't Know

By Whom:

Comments:

## KEY PERSONNEL

Please list the names and qualifications of the following key personnel including areas of expertise, years of experience in similar programmatic work, years at current position, and/or any relevant qualifications.

*Please include all personnel related to the loan. Authorized Rep, Alternative Authorized Rep(s), Clerk, Board Members, Financial Manager, etc.  
Failure to include all key personnel will result in the application considered incomplete.*

NAME

POSITION (select from the list or enter another value)

Todd Oditt

Town Manager/Administrator

QUALIFICATIONS:

NAME

POSITION (select from the list or enter another value)

Merilly Lovel

Governing Body Chair

QUALIFICATIONS:

Add Another Key Person

## ADDITIONAL COMMENTS

Provide any additional comments for your application here:



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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** LINE OF CREDIT  
**DATE:** 9/15/2021

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**ISSUE:**

The issue is whether the Selectboard, acting as the Water and Wastewater Commissioners will approve establishing a line of credit with Union Bank.

**DISCUSSION:**

As discussed at previous meetings, it appears that establishing a line of credit for the treatment facility upgrade is prudent. Since the CWSRF is a reimbursement program, the water and sewer fund has to pay all of the construction and engineering bills with cash on hand and then wait for reimbursement from the State. A line of credit will ensure that the fund has cash available to pay operating expenses as well as upgrade expenses.

Three rate bids were received for a non-revolving \$1,500,00 line of credit. From lowest to highest they are as follows: Union Bank 0.75%; National Bank of Middlebury 1.15%; and Community Bank 1.25%.

**RECOMMENDATION:**

It is recommended that the Selectboard, acting as the Water and Wastewater Commissioners, approve the bid and related loan documents for the line of credit from Union Bank for \$1,500,000 at 0.75%.



September 13, 2021

Todd Odit, Town Manager  
Town of Hinesburg  
10632 Route 116  
Hinesburg, VT 05461

***DELIVERED ELECTRONICALLY***

Dear Todd,

Union Bank is pleased to offer the following terms for a Bond Anticipation Loan to finance public sewer system improvements.

Borrower:	Town of Hinesburg
Loan Amount:	\$1,500,000.00
Loan Date:	September 29, 2021 (or date to be determined)
Maturity Date:	One year from the date of the loan
Term:	12 months
Payment:	Principal plus interest due at maturity
Prepayment Penalty:	No
Tax Exemption:	Interest income is tax exempt to bank and "bank qualified" under Section 265(b) of the Internal Revenue Code
Interest Rate:	0.75% fixed *

If there is a change in the Federal Corporate Tax Rate applicable to Union Bank during the timeframe the note is outstanding, the bank reserves the right to adjust the interest rate in order to maintain the same yield on the note which was applicable immediately prior to such change in Federal Corporate Tax Rates.

This is a non-revolving line of credit.

Advances under this Note may be requested in person, by phone, by mail or Internet banking and can be made by an authorized representative of the borrower. The bank shall have no obligation to advance the full amount of the loan if and when in its judgment further advances would not be justified.

In the event the Town accepts the terms of this bid, the following loan documents will need to be executed by the Select Board:

- Note
- Resolution
- IRS Form 8038-G
- Tax Certificate w/Schedule D
- Signed Acceptance of Union Bank's Proposal Letter

20 LOWER MAIN STREET | P.O. BOX 667 | MORRISVILLE, VERMONT 05661

UBLOCAL.COM | 1.802.888.6600

Member FDIC Equal Housing Lender

We'll also require copies of the following items:

- Copy of original Warning
- Publication Posting and Vote Certificate
- Copy of Ballot
- Copies of Select Board Minutes Awarding Bid to Union Bank
- Most recent Annual report

The borrower will be responsible for all legal fees associated with this loan (if applicable). Legal fees could include the preparation of an Opinion or Counsel and/or the necessary loan documents.

We reserve the right to cancel this commitment letter and to terminate our obligation hereunder if the loan fails to close on or before November 12, 2021.

Thank you for the opportunity to submit a bid. Please do not hesitate to call if you have any questions.

Sincerely,



Heather S. Campbell, V.P  
Commercial and Municipal Loan Officer

Please indicate your acceptance of the terms and conditions by signing below and returning to my attention.

By: \_\_\_\_\_

**Zimbra****todithvt@gmavt.net**

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**RE: BAN quote**

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**From :** Will Eggleston <weggleston@NBMVT.COM>  
**Subject :** RE: BAN quote  
**To :** 'Todd Odit' <todithvt@gmavt.net>

Tue, Sep 14, 2021 09:51 AM

 1 attachment

Hi Todd,

I was just talking to our Chief Credit Officer and we can do a bit better on the rate. We can do 1.15% for up to 1 year. I hope this helps the Select Board decision and allowing National Bank of Middlebury to partner up on this project for the town.

Thanks,

Will Eggleston | Business Community Lender  
National Bank of Middlebury  
P.O. Box 189 | Middlebury, VT 05753  
P: 802-382-3039 | F: 802-482-4975  
E: weggleston@nbmvt.com | nbmvt.com

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**From:** Todd Odit <todithvt@gmavt.net>  
**Sent:** Tuesday, September 14, 2021 9:14 AM  
**To:** Will Eggleston <weggleston@NBMVT.COM>  
**Subject:** Re: BAN quote

It would be disbursed only as we need it, so as a line of credit.

Todd

---

**From:** "weggleston" <weggleston@NBMVT.COM>  
**To:** "Todd Odit" <todithvt@gmavt.net>  
**Sent:** Tuesday, September 14, 2021 9:11:00 AM  
**Subject:** RE: BAN quote



September 10, 2021

Town of Hinesburg  
Todd Odit, Town Manager  
10632 VT Route 116  
Hinesburg, VT 05461

**RE: Bond Anticipation Note for Wastewater Improvement Project - \$1,500,000**

Dear Todd Odit,

Thank you for giving Community Bank, N.A. (the "Bank") the opportunity to provide a proposal to the Town of Hinesburg (the "Town" / "Issuer") for financing in the amount of \$1,500,000 (the "Note") for the Town's wastewater improvement project. I am pleased to provide this preliminary Term Sheet, outlining the general terms and conditions under which the Bank would provide the requested financing.

- ❖ *LOAN AMOUNT:* There will be one Note issued in the denomination of \$1,500,000.
- ❖ *ISSUE DATE:* The Note will be issued on a date mutually agreed upon.
- ❖ *MATURITY DATE:* The Maturity Date of the Note will be one (1) year after the Issue Date.
- ❖ *LINE OF CREDIT RATE:* The rate of interest on the Note on an "as needed (line of credit)" basis based on an actual/365 day year will be **1.25%**. Thus, interest is charged only on the amount borrowed, and for the days borrowings are outstanding. This bid is based on current interest rates, and can be held for loan closings within 60 days from today. Loan closings beyond 60 days are subject to possible rate changes, based on the then interest rate environment.
  - The Note evidences a straight line of credit. Once the total amount of principal has been advanced, no additional funds will be available to the Town under the Note.
- ❖ *FEES AND CLOSING COSTS:* No additional fees, document charges, nor Bank legal costs will be charged.
- ❖ *PREPAYMENT PROVISION:* The Note may be prepaid at any time in part or in whole without penalty.
- ❖ *CONFIRMATIONS:* The Town must confirm in writing that:
  - The total indebtedness issued by the Town in calendar year 2021 will not exceed 5,000,000;
  - The Town will comply with all aspects of the Internal Revenue Code of 1986, as amended, including all provisions relating to arbitrage and rebate. This bid is subject to confirmation by the Bank that the Note represents a valid and binding general obligation of the issuer, and further the Note is a "Qualified Tax Exempt Obligation" for the purposes of Section 265(b)(3) of the Code;



- All public bid, procurement and request for proposals statutes, ordinances and regulations have been complied with; and
- All federal informational returns with respect to this borrowing will be filed timely.
- ❖ *DOCUMENTATION:* The Bank will prepare the loan documents for execution by Town Officers at a duly convened public meeting. At minimum five (5) business days shall be required to prepare for a closing, unless other arrangements are made with the Bank.
- ❖ *SUBMISSION OF FINANCIAL STATEMENTS:* The Town will submit its most recent past three years' financial statements prior to closing. This bid is contingent upon sufficient time to analyze these financial statements so as to prepare for a closing, unless other arrangements are made with the Bank. Updated financial statements are required on an annual basis thereafter until the full principal amount has been repaid.
- ❖ *LEGAL OPINION:* This bid is subject to a legal opinion from bond counsel acceptable to the Bank, the cost of which will be borne by the Bank. The opinion must include a statement that the Note represents a valid and binding general obligation of the Issuer, that it is lawfully authorized and issued, and that the interest paid thereon is exempt from federal income taxes.

This bid shall expire by 5:00 p.m. on October 8, 2021, which date can be extended with notice, and is subject to withdrawal if any adverse information relating to the Issuer's affairs is discovered prior to closing. This Term Sheet is intended to be a basis for discussion and should not be construed as a commitment to lend.

We would be happy to answer any questions you may have, and look forward to working together to meet the Town of Hinesburg's financing needs.

Sincerely,

*Hope Crifo*

Hope Crifo, CFA  
Municipal Loan Manager  
Office: 802-476-1658 or Cell: 802-522-3011

SEEN AND AGREED TO ON BEHALF OF THE TOWN:

By: \_\_\_\_\_  
Its Duly Authorized Agent

09/09/21  
01:11 pm

Town of Hinesburg Payroll  
Check Warrant Report #15462  
Period end date 09/08/21 to 09/08/21

Page 1 of 2  
hroberts

Employee	Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
ALEXANDER, JOHN C., JR	1981.35	0.00	0.00	203.04	122.84	28.73	69.61	0.00	0.00	259.25	0.00	1297.88	E 14713
ANTHONY, MICHAEL W.	1796.60	0.00	0.00	217.66	111.39	26.05	82.07	0.00	0.00	101.06	0.00	1258.37	E 14714
BAILLEY, ERIK B.	1541.60	0.00	0.00	169.49	95.58	22.35	50.64	0.00	0.00	292.64	0.00	910.90	E 14715
BRYAN, FRANK M.	1312.64	0.00	0.00	155.87	81.38	19.03	46.55	0.00	0.00	92.26	0.00	917.55	E 14716
CAMBRIDGE, ANTHONY S.	1492.00	0.00	0.00	83.55	92.50	21.63	26.86	0.00	0.00	135.69	0.00	1131.77	E 14717
CASCO, CALEB M.	1935.36	0.00	0.00	171.37	119.99	28.06	59.11	0.00	0.00	245.70	0.00	1311.13	E 14718
CYPES, MITCHEL S.	1164.96	0.00	0.00	96.12	72.23	16.89	30.69	0.00	0.00	65.53	0.00	883.50	E 14719
DUBIN GROSSMAN, JOY	1442.16	0.00	0.00	117.59	89.41	20.91	36.62	0.00	0.00	81.12	0.00	1096.51	E 14720
HANLEY, KATHERINE D.	399.00	0.00	0.00	15.77	24.74	5.79	11.32	0.00	0.00	0.00	0.00	341.38	E 14721
HULSHOF, JEREMY B.	1567.20	0.00	0.00	131.75	97.17	22.72	40.58	0.00	0.00	139.92	0.00	1135.06	E 14722
JARVIS, JAMES L.	419.25	0.00	0.00	0.00	25.99	6.08	7.91	0.00	0.00	0.00	0.00	379.27	E 14723
LINDEMUTH, BRETT A.	1768.88	0.00	0.00	232.41	109.67	25.65	55.34	0.00	0.00	151.26	0.00	1194.55	E 14724
MCCUIN, JENNIFER	697.50	0.00	0.00	32.77	43.25	10.11	12.70	0.00	0.00	135.23	0.00	463.44	E 14725
MUSUMECI, DOMINIC	1113.60	0.00	0.00	132.74	69.04	16.15	39.74	0.00	0.00	100.43	0.00	755.50	E 14726
ODIT, TODD R.	2307.76	0.00	0.00	244.44	143.08	33.46	108.90	0.00	0.00	129.81	0.00	1648.07	E 14727
ROBERTS, HEATHER J.	938.40	0.00	0.00	40.70	58.18	13.61	23.53	0.00	0.00	104.55	0.00	697.83	E 14728
ROSS, MELISSA B.	1445.60	0.00	0.00	241.67	89.63	20.96	75.42	0.00	0.00	99.74	0.00	918.18	E 14729
SHERMAN, BART	1078.00	0.00	0.00	107.16	66.84	15.63	31.94	0.00	0.00	124.13	0.00	732.30	E 14730
WAGER, WILLIAM H.	196.16	0.00	0.00	0.00	12.16	2.84	0.00	0.00	0.00	0.00	0.00	181.16	E 14731
WEINHAGEN, ALEXANDER C.	1433.60	0.00	0.00	177.18	88.88	20.79	53.07	0.00	0.00	217.48	0.00	876.20	E 14732
	26031.62	0.00	0.00	2571.28	1613.95	377.44	862.60	0.00	0.00	2475.80	0.00	18130.55	

09/09/21  
01:11 pm

Town of Hinesburg Payroll  
Check Warrant Report #15462  
Period end date 09/08/21 to 09/08/21

Page 2 of 2  
hroberts

Employee

Gross Fringes Reimburse FWT FICA MEDI SWT SDI Local Oth Dedu Net Amt Elec Amt Check No

To the Treasurer of Hinesburg

SELECT BOARD

we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that here are good and sufficient vouchers supporting the payments

aggregating \$ \*\*18,130.55

Mary W. M

Let this be your order for the payments of these amounts.

Marilyn Lovell

09/03/2021  
03:01 pm

Town of Hinesburg Accounts Payable  
Check Warrant Report # 43070 Current Prior Next FY Invoices  
For checks For Check Acct 04 (GENERAL FUND) 38362 To 38375 09/03/2021 To 09/03/2021

Page 1 of 2  
gross

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
DESORCIE	DESORCIE EMERGENCY PRODUCTS, L 16527	35 FOOT EXTENSION LADDER	1396.00	0.00	1396.00	38362	09/03/21
ALLEN EV	EVAN ALLEN	9/1/21 REIMB BACKGROUND CHECK	38.25	0.00	38.25	38363	09/03/21
MONTELLO	GLOBAL MONTELLO GROUP	276689 VEHICLE FUEL	1043.62	0.00	1043.62	38364	09/03/21
GOODWAY	GOOD-WAY DOCUMENT SERVICES	1893 MICROFILM BKS 265-272	1752.20	0.00	1752.20	38365	09/03/21
HEALTHY	HEALTHY HABITAT LLC	10384 JANITORIAL SERVICES	975.00	0.00	975.00	38366	09/03/21
HOLLOWAY	HOLLOWAY CPA PC	8712 AUDIT PREP/ RECONCILIATI	2613.75	0.00	2613.75	38367	09/03/21
KONICA	KONICA MINOLTA PREMIER FINANCE 450999560	TOWN HALL COPIERS	175.79	0.00	175.79	38368	09/03/21
KONICA	KONICA MINOLTA PREMIER FINANCE 451031017	TOWN HALL COPIERS	381.21	0.00	381.21	38368	09/03/21
					-----		
					Check Total	557.00	
MCCULLOUGH	MCCULLOUGH CRUSHING INC	100735 GRAVEL CRUSHING/SCREENIN	14766.20	0.00	14766.20	38369	09/03/21
NEMRC	NEW ENGLAND MUNICIPAL RESOURCE 48644	SEPT 2021 ASSESSMENTS	2500.00	0.00	2500.00	38370	09/03/21
ANGSTMAN	SAMANTHA ANGSTMAN	9/1/21 REIMB BACKGROUND CHECK	38.25	0.00	38.25	38371	09/03/21
SHEL LIME	SHELBURNE LIMESTONE CORP	61294 DRIVEWAY MIX	177.45	0.00	177.45	38372	09/03/21
TOWN	TOWN OF HINESBURG	2021 LOAN NOTE RECEIVABLE FROM WW	500000.00	0.00	500000.00	38373	09/03/21
UNIFIRST	UNIFIRST CORPORATION	1080036981 HWY UNIFORMS	41.14	0.00	41.14	38374	09/03/21
UNIFIRST	UNIFIRST CORPORATION	1080038146 HWY UNIFORMS	31.60	0.00	31.60	38374	09/03/21
					-----		
					Check Total	72.74	
STOWE	VERMONT COMMUNITY NEWSPAPER GR 254652	DRB NOTICE	71.50	0.00	71.50	38375	09/03/21

09/03/2021  
03:01 pm

Town of Hinesburg Accounts Payable

Check Warrant Report # 43070 Current Prior Next FY Invoices

mross

For checks For Check Acct 04(GENERAL FUND) 38362 To 38375 09/03/2021 To 09/03/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			526,001.96	0.00	526,001.96		

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*526,001.96  
Let this be your order for the payments of these amounts.

*Misty Lovell*  
Mist W. W

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

08/31/2021

Town of Hinesburg Accounts Payable

11:12 am

Check Warrant Report # 43068 Current Prior Next FY Invoices

gross

For checks For Check Acct 04 (GENERAL FUND) 38351 To 38361 08/31/2021 To 08/31/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
SHORES A ANN SHORES	21TAX REFUND 2021	PROP TAX CREDIT	431.39	0.00	431.39	38351	08/31/21
NOSSET D DEBRA NOSSET	21TAX REFUND 2021	PROP TAX REFUND	316.82	0.00	316.82	38352	08/31/21
HILL FRED FRED HILL	21TAX REFUND 2021	PROP TAX OVERPAYMNT	132.01	0.00	132.01	38353	08/31/21
GMP GREEN MOUNTAIN POWER CORP	14552 8/21	OLD FIRE STATION	21.07	0.00	21.07	38354	08/31/21
GMP GREEN MOUNTAIN POWER CORP	19252 8/21	STREET LIGHTS	452.83	0.00	452.83	38354	08/31/21
GMP GREEN MOUNTAIN POWER CORP	28552 8/21	TOWN HALL	258.90	0.00	258.90	38354	08/31/21
GMP GREEN MOUNTAIN POWER CORP	44552 8/21	FIRE STATION	295.41	0.00	295.41	38354	08/31/21
GMP GREEN MOUNTAIN POWER CORP	55682 8/21	POLICE STATION	43.42	0.00	43.42	38354	08/31/21
GMP GREEN MOUNTAIN POWER CORP	61781 8/21	REC FACILITIES	25.80	0.00	25.80	38354	08/31/21
GMP GREEN MOUNTAIN POWER CORP	72881 8/21	SOLAR TRACKER ACCT	21.56	0.00	21.56	38354	08/31/21
					-----		
					Check Total	1118.99	
NETS LLC NORTHEAST EMERGENCY TRAINING	876	FIRE PROFESSIONAL DEV	1000.00	0.00	1000.00	38355	08/31/21
SMOLKER R RACHEL SMOLKER	8/20/21 REFU	ZONING PERMIT REFUND	489.68	0.00	489.68	38356	08/31/21
BARROWSR ROBERT BARROWS	21TAX REFUND 2021	PROPERTY TAX OVERPA	532.91	0.00	532.91	38357	08/31/21
PARENT S SABINA PARENT	21TAX REFUND 2021	PROP TAX REFUND	115.57	0.00	115.57	38358	08/31/21
LETOURNEA STEPHEN LETOURNEAU	21TAX REFUND 2021	PROP TAX OVERPAYMNT	307.70	0.00	307.70	38359	08/31/21
VELCO VERMONT ELECTRIC COOP INC	1384708 8/21	MT PRITCHARD TOWER	20.96	0.00	20.96	38360	08/31/21
VELCO VERMONT ELECTRIC COOP INC	9601 AUG 21	HWY GARAGE	41.59	0.00	41.59	38360	08/31/21
					-----		
					Check Total	62.55	
SHELTRA W WAYNE & ROSEMARIE SHELTRA	21TAX REFUND 2021	PROP TAX CREDIT	434.00	0.00	434.00	38361	08/31/21

08/31/2021  
11:12 am

Town of Hinesburg Accounts Payable  
Check Warrant Report # 43068 Current Prior Next FY Invoices  
For checks For Check Acct 04(GENERAL FUND) 38351 To 38361 08/31/2021 To 08/31/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
-----			-----				
		Report Total	4,941.62	0.00	4,941.62		
			-----				

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*\*\*4,941.62  
Let this be your order for the payments of these amounts.

  
Mary W. W. W.

  
Dennis Clue

For checks For Check Acct 04(GENERAL FUND) 38320 To 38350 08/26/2021 To 08/26/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
AFSCME	AFSCME COUNCIL #93	AUG 2021 UNION DUES AUG 2021	121.92	0.00	121.92	38320	08/26/21
AIRGAS	AIRGAS USA LLC	9981322194 HWY GASSES	35.27	0.00	35.27	38321	08/26/21
ATT	AT&T MOBILITY	07122021 FIRE TRUCK I-PADS	358.34	0.00	358.34	38322	08/26/21
ATT	AT&T MOBILITY	08122021 FIRE TRUCK I-PADS	358.34	0.00	358.34	38322	08/26/21
					-----		
					Check Total		716.68
AUTOMOTIO	AUTOMOTION, INC	33940 POLICE VEH MAINT	91.89	0.00	91.89	38323	08/26/21
CVL	CHAMPLAIN VALLEY LANDSCAPING	5/10/21 INV TREES STELLA RD EAST SID	493.00	0.00	493.00	38324	08/26/21
DESORCIE	DESORCIE EMERGENCY PRODUCTS, L	17023 FIRE VEH MAINT	1447.50	0.00	1447.50	38325	08/26/21
FASTENAL	FASTENAL COMPANY	VTBUR297971 HWY SUPPLIES	651.08	0.00	651.08	38326	08/26/21
FASTENAL	FASTENAL COMPANY	VTBUR298361 HWY SUPPLIES	67.27	0.00	67.27	38326	08/26/21
					-----		
					Check Total		718.35
FIREMATIC	FIREMATIC SUPPLY CO INC	390294 EQUIPMENT	495.00	0.00	495.00	38327	08/26/21
GIROUX	GIROUX BODY SHOP INC	124530 ENGINE 1 WINCH	146.27	0.00	146.27	38328	08/26/21
GIROUX	GIROUX BODY SHOP INC	124637 FIRE VEH MAINT	46.35	0.00	46.35	38328	08/26/21
					-----		
					Check Total		192.62
GOOD	GOOD TIMES CAFE	000019 PIZZA FOR DRB MTG	17.17	0.00	17.17	38329	08/26/21
GBIC	GREATER BURLINGTON INDUSTRIAL	849 FY 22 ANNUAL SUPPORT	600.00	0.00	600.00	38330	08/26/21
H&M	H & M AUTO SUPPLY	JULY 2021 VARIOUS VEH SUPPLIES	310.91	0.00	310.91	38331	08/26/21
HOLLOWAY	HOLLOWAY CPA PC	8703 AUDIT PREP/RECONCILIATIO	4143.75	0.00	4143.75	38332	08/26/21
SLAYTON	MICHAEL SLAYTON	8/19/21 INV GOLF LESSONS	1080.00	0.00	1080.00	38333	08/26/21
NEMRC	NEW ENGLAND MUNICIPAL RESOURCE	48576 ASSESSOR PROF SERVICES	2500.00	0.00	2500.00	38334	08/26/21
DENTAL	NORTHEAST DELTA DENTAL	SEPT 2021 DENTAL INSURANCE	1430.02	0.00	1430.02	38335	08/26/21
ON-CALL	ON-CALL BUILDING SERVICES	3138 JULY 4TH CLEAN UP SERVIC	600.00	0.00	600.00	38336	08/26/21
OSSIPEE	OSSIPEE MOUNTAIN ELECTRONICS,	083719 FIRE DEPT RADIOS	1445.76	0.00	1445.76	38337	08/26/21
OSSIPEE	OSSIPEE MOUNTAIN ELECTRONICS,	083756 FIRE DEPT RADIOS	2184.00	0.00	2184.00	38337	08/26/21
					-----		
					Check Total		3629.76
PIKE	PIKE INDUSTRIES INC	43094 POND RD/MECH & MULBERRY	212545.88	0.00	212545.88	38338	08/26/21
PIKE	PIKE INDUSTRIES INC	43171 SHOULDER GRAVEL POND RD	14999.60	0.00	14999.60	38338	08/26/21
					-----		
					Check Total		227545.48



08/26/21  
02:31 pm

Town of Hinesburg Accounts Payable  
Check Warrant Report # 43066 Current Prior Next FY Invoices  
For checks For Check Acct 04(GENERAL FUND) 38320 To 38350 08/26/2021 To 08/26/2021

Page 2  
gross

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
REYNOLDS	REYNOLDS AND SON INC	3393949 FIRE GEAR MAINT	383.16	0.00	383.16	38339	08/26/21
SCHWAAB	SCHWAAB INC	5454269 STAMPS	78.74	0.00	78.74	38340	08/26/21
SHELDON	SHELDON TRUCKS INC	392813 HWY VEH MAINT	321.80	0.00	321.80	38341	08/26/21
SHELDON	SHELDON TRUCKS INC	392854 FUEL TANK	1736.31	0.00	1736.31	38341	08/26/21
					-----		
					Check Total	2058.11	
STAPLES	STAPLES ADVANTAGE	8063219088 OFFICE SUPPLIES	58.15	0.00	58.15	38342	08/26/21
SWISH	SWISH WHITE RIVER LTD	W449220 STATION MAINT	109.44	0.00	109.44	38343	08/26/21
UNIFIRST	UNIFIRST CORPORATION	1080035546 HWY UNIFORMS	31.60	0.00	31.60	38344	08/26/21
UVM MED	UNIVERSITY OF VERMONT MEDICAL	33399 MEDICAL SUPPLIES	1487.76	0.00	1487.76	38345	08/26/21
UVM MED	UNIVERSITY OF VERMONT MEDICAL	34479 MEDICAL SUPPLIES	56.40	0.00	56.40	38345	08/26/21
					-----		
					Check Total	1544.16	
VALIC	VARIABLE ANNUITY LIFE INSURANC	0008484581 GROUP #56926 AUG 2021	2054.08	0.00	2054.08	38346	08/26/21
VGS	VGS	1632173 8/21 TOWN HALL	38.06	0.00	38.06	38347	08/26/21
VGS	VGS	1675990 8/21 FIRE STATION	44.30	0.00	44.30	38347	08/26/21
VGS	VGS	1947464 8/21 POLICE STATION	45.33	0.00	45.33	38347	08/26/21
					-----		
					Check Total	127.69	
W.B.MASON	W.B. MASON CO. INC.	222428629 POLICE SUPPLIES	54.79	0.00	54.79	38348	08/26/21
CVT	WAITSFIELD/CHAMPLAIN VALLEY TE	36817 8/21 TOWN HALL PHONE SYSTEM	509.23	0.00	509.23	38349	08/26/21
CVT	WAITSFIELD/CHAMPLAIN VALLEY TE	40156 8/21 FIRE DEPT	217.50	0.00	217.50	38349	08/26/21
CVT	WAITSFIELD/CHAMPLAIN VALLEY TE	43244 8/21 HWY GARAGE	172.33	0.00	172.33	38349	08/26/21
CVT	WAITSFIELD/CHAMPLAIN VALLEY TE	48173 8/21 FIRE DEPT PHONE	47.13	0.00	47.13	38349	08/26/21
					-----		
					Check Total	946.19	
WINTER EQ	WINTER EQUIPMENT COMPANY	48605 HWY EQUIPMENT GRADER	9987.14	0.00	9987.14	38350	08/26/21

08/26/2021  
02:31 pm

Town of Hinesburg Accounts Payable  
Check Warrant Report # 43066 Current Prior Next FY Invoices  
For checks For Check Acct 04 (GENERAL FUND) 38320 To 38350 08/26/2021 To 08/26/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			263,602.57	0.00	263,602.57		

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*263,602.57  
Let this be your order for the payments of these amounts.

*Misty L. Small*  
*mat w. jr*

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

Account	Budget	Actual	% of Budget
440-4500-21.06 F/R RESCUE EQUIP MAINT	2,000.00	383.16	19.16%
440-4500-21.07 FIRE FIGHTING FOAM	1,900.00	0.00	0.00%
440-4500-22.00 F/R DISPATCH SERVICES	5,650.00	774.00	13.70%
440-4500-22.03 F/R COMM EQUIP & MAINT	2,500.00	2,576.00	103.04%
440-4500-23.00 F/R PREVENTION EDUCATION	1,800.00	0.00	0.00%
440-4500-24.01 F/R MEDICAL SUPPLIES	5,000.00	2,866.50	57.33%
440-4500-24.03 PORTABLE DEFIBRILLATORS	1,900.00	0.00	0.00%
440-4500-48.00 F/R INSURANCE	25,500.00	0.00	0.00%
440-4500-49.00 F/R DEPT MEDICAL	1,000.00	1,544.16	154.42%
440-4500-57.00 F/R OFFICE SUPPLIES	500.00	0.00	0.00%
440-4500-58.00 FIRE WARDEN SUPPLIES	350.00	0.00	0.00%
440-4500-68.00 F/R VEHICLE MAINTENANCE	24,000.00	532.98	2.22%
440-4500-68.02 ENGINE 2 2001	0.00	2,559.12	100.00%
440-4500-68.03 ENGINE 3 2003	0.00	1,833.50	100.00%
440-4500-68.13 RESCUE PUMPER 2015	0.00	292.54	100.00%
440-4500-69.00 F/R STATION REPAIRS/MAINT	30,000.00	346.73	1.16%
440-4500-70.00 F/R UTILITIES	10,000.00	1,332.03	13.32%
440-4500-70.02 F/R VEHICLE FUEL	3,500.00	121.15	3.46%
440-4500-77.00 F/R TELEPHONE	4,500.00	1,245.18	27.67%
440-4500-79.00 F/R PROFESSIONAL DEV	15,000.00	1,319.21	8.79%
440-4500-99.00 CAPITAL TRANS-FUND 620	116,304.00	116,304.00	100.00%
<b>Total FIRE &amp; RESCUE</b>	<b>376,295.00</b>	<b>136,704.85</b>	<b>36.33%</b>
<b>440-4501 FIRE &amp; RESCUE GRANTS</b>			
<b>Total FIRE &amp; RESCUE GRANTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>440-4520 AMBULANCE CONTRACT</b>			
<b>Total AMBULANCE CONTRACT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>440-4600 AMBULANCE TRANSPORT SERVI</b>			
440-4600-10.00 EMS RESPONDER	50,000.00	0.00	0.00%
440-4600-15.00 FICA	5,738.00	0.00	0.00%
440-4600-16.00 CALL REIMBURSEMENT EMS	25,000.00	0.00	0.00%
440-4600-21.03 UNIFORMS	3,000.00	0.00	0.00%
440-4600-21.04 PROTECTIVE OUTERWEAR	4,000.00	0.00	0.00%
440-4600-21.10 RESCUE EQUIPMENT	5,000.00	0.00	0.00%
440-4600-21.15 EQUIPMENT MAINTANANCE	6,500.00	0.00	0.00%
440-4600-22.00 DISPATCH SERVICES	14,400.00	0.00	0.00%
440-4600-22.05 COMMUNICATION EQUIP	5,000.00	1,445.76	28.92%
440-4600-24.01 MEDICAL SUPPLIES	12,000.00	0.00	0.00%
440-4600-24.03 PORTABLE DEFIBRILLATOR	2,000.00	0.00	0.00%
440-4600-24.04 EMPLOYEE VACCINATIONS	1,200.00	0.00	0.00%
440-4600-24.10 OXYGEN REFILSS	1,500.00	0.00	0.00%
440-4600-25.00 INFORMATION TECHNOLOGY	3,500.00	0.00	0.00%
440-4600-26.00 PATIENT BILLING SERVICES	6,949.00	0.00	0.00%
440-4600-26.10 AMBULANCE AGENCY FEE	2,887.00	0.00	0.00%
440-4600-26.11 INTERCEPT FEES	6,250.00	0.00	0.00%

Account	Budget	Actual	% of Budget
440-4600-30.00 DUES & SUBSCRIPTIONS	625.00	0.00	0.00%
440-4600-48.00 INSURANCE W COMP	8,500.00	0.00	0.00%
440-4600-48.10 INSURANCE- APPARATUS	2,500.00	0.00	0.00%
440-4600-78.00 AMBULANCE FUEL	5,000.00	0.00	0.00%
440-4600-78.10 AMBULANCE MAINT	3,000.00	0.00	0.00%
440-4600-79.00 TRAINING & PROF DEV	3,600.00	0.00	0.00%
<b>Total AMBULANCE TRANSPORT SERVI</b>	<b>178,149.00</b>	<b>1,445.76</b>	<b>0.81%</b>
<b>440-5100 GENL HIGHWAY</b>			
440-5100-10.00 HIGHWAY SALARIES	290,478.00	23,801.13	8.19%
440-5100-15.00 EMPLOYEE BENEFITS	22,222.00	1,820.78	8.19%
440-5100-21.00 GEN HIGHWAY SUPPLIES	2,500.00	698.16	27.93%
440-5100-23.00 GEN HIGHWAY TOOLS/EQUIP	3,000.00	869.70	28.99%
440-5100-40.00 GEN HIGHWAY DUES,MEET,SUB	300.00	0.00	0.00%
440-5100-42.00 GEN CDL LICENSES	250.00	0.00	0.00%
440-5100-61.00 HWY PROFESS SERVICES	14,000.00	250.00	1.79%
440-5100-76.00 GEN HGWY UNIFORMS	5,000.00	249.82	5.00%
<b>Total GENL HIGHWAY</b>	<b>337,750.00</b>	<b>27,689.59</b>	<b>8.20%</b>
<b>440-5102 CAPITAL IMPROVEMENTS 5 YR</b>			
440-5102-99.00 CAPITAL TRANS-FUND 600	200,000.00	200,000.00	100.00%
440-5102-99.01 CAPITAL TRANS-FUND 601	45,000.00	45,000.00	100.00%
440-5102-99.02 CAPITAL TRANS-FUND 602	96,902.43	96,902.43	100.00%
<b>Total CAPITAL IMPROVEMENTS 5 YR</b>	<b>341,902.43</b>	<b>341,902.43</b>	<b>100.00%</b>
<b>440-5110 SUMMER HIGHWAY</b>			
440-5110-21.00 SMR HWY SUPPLIES & EQUIP	3,250.00	0.00	0.00%
440-5110-21.05 SMR HGWY DUST CONTROL	40,000.00	0.00	0.00%
440-5110-22.00 SMR HIGHWAY BLACKTOP	2,500.00	0.00	0.00%
440-5110-22.02 SMR PAVEMENT STRIPING	11,000.00	0.00	0.00%
440-5110-24.00 SMR RECONSTRUCTION	5,000.00	0.00	0.00%
440-5110-25.00 SMR BRUSH CUTTING	10,000.00	212.04	2.12%
440-5110-66.00 SMR HIGHWAY OUTSIDE RENT	3,000.00	880.00	29.33%
440-5110-67.00 EXCAVATION WORK	1,000.00	0.00	0.00%
<b>Total SUMMER HIGHWAY</b>	<b>75,750.00</b>	<b>1,092.04</b>	<b>1.44%</b>
<b>440-5130 SIGNS</b>			
440-5130-21.00 SIGNS SUPPLIES	1,000.00	0.00	0.00%
440-5130-83.00 SIGNS NEW	1,500.00	0.00	0.00%
<b>Total SIGNS</b>	<b>2,500.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>440-5140 WINTER HIGHWAY</b>			
440-5140-21.00 WTR HIGHWAY SUPPLIES	1,000.00	0.00	0.00%
440-5140-21.10 WTR HGWY SALT	68,000.00	0.00	0.00%
440-5140-21.20 WTR HGWY SAND	18,000.00	0.00	0.00%