



SELECTBOARD

Monday, May 08, 2023 at 6:00 PM

Fire Station Community Room and via Zoom

AGENDA

Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWZVadz09>

Meeting ID: 616 584 3896 | Passcode: 5243524

Dial by your Location: 1 929 205 6099 (New York)

1. CALL TO ORDER

- A. Pledge of Allegiance

2. CHAIR UPDATE

3. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

4. SELECTBOARD MINUTES AND WARRANTS

- [A.](#) Approval of Selectboard Regular Meeting Minutes for 4-24-2023
- [B.](#) Approval of Warrants #6

5. PUBLIC COMMENT (For items not on agenda)

All participants must clearly state their names. Appropriate actions will be considered once the Selectboard has reviewed the information provided and necessary subsequent research.

6. UNFINISHED BUSINESS

7. CORRESPONDENCE

8. BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)

- A. Paving Bids - Action
- B. Ethic and Conflict of Interest Policy Committee - Action
- C. Stormwater - Action
- [D.](#) Application For Boring under Town Right of Way - Action
- [E.](#) Escrow Agreement - Action
- F. Approval of OT for Town Highway - Action
- G. Mini split replacement of heat pump at the library - Action
- [H.](#) Non-employee work agreement - Action
- [I.](#) Treasurer position - Action

J. Class 4 road approval - Action

9. SELECTBOARD SUB COMMITTEES AND REPORTS

A. Town Administrator

B. Discussion on old town garage

C. Budget and Finance

D. Personnel

E. Public Works/Grounds/Recreation

F. Committees at the direction of the chair

10. OTHER

11. PLAN NEXT MEETING AGENDA

A. 05/22/2023

12. EXECUTIVE SESSION (if needed, pursuant to 1 V.S.A sec 313)

A. Personnel - Fire Dept -Action

B. Union Negotiations - update

C. Selectboard Clerk status - Action

D. Beach Employee Action

E. DRB Members - discussion

F. HR Consultant - Discussion

13. ADJOURN

TABLED ITEMS:

Posted to the Town website, four designated places within the Town of Georgia (Town Clerk's Office, Georgia Public Library, Maplefields & Georgia Market), and e-mailed to the local media.

Signed: Cheryl Letourneau, Town Administrator

Phone: 802-524-3524 | Fax: 802-524-3543 | Website: townofgeorgia.com

Selectboard Regular Meeting

Monday, April 24, 2023

6:00 P.M.

Georgia Fire Department Community Room

In-Person and/or Teleconference/Virtual

Approved: unapproved

Selectboard Present: Devon Thomas (Board Chair), Shannon Jenkins (Via zoom), Jamie Comstock, Carl Rosenquist, Nick Martin

Selectboard Absent:

Staff Present: Cheryl Letourneau, Administrator and Town Clerk

Public Present: Emily Johnson, Heather Dunsmore, Kristin Gaudette, Fred Grimm, Dennis Boucher, Katie Driver, Tony Heinlein, Bette Dunsmore, Brian Dunsmore, Jen Kale, Holly Creeks, Suzanna Brown, Greg Bechard, Janet Bechard, Terry Cleveland, Bob Giroux, Robbie Morrill.

Public Present Zoom: Jana Thuesen, Amber Baker, Kristina Senna, Dawn Penney, Bethany Langevin, Joey Kale, Sue Webster, Kristina Senna, Sandy Laferriere, Dayle Goad, David Tiffit, Lori Hobart, i phone (G. Rainville) Frank Gore, Sarah Williams, Keith Baker, Ben Curran, Brittney Valyou.

Liquor License Agenda

Call to Order: Nick Martin moved to open the meeting, seconded by Jamie Comstock, all in favor. (6:00)

Carl Rosenquist moved to approve Dollar General's liquor license, seconded by Nick Martin, all in favor.

Carl Rosenquist moved to adjourn the Liquor License Agenda Meeting, seconded by Nick Martin, all in favor. (6:02)

Regular Selectboard Meeting

Call to Order: Carl Rosenquist moved to call the meeting to order, seconded by Nick Martin, all in favor. (6:03)

Pledge of Allegiance

Agenda Review (additions and deletions)

Carl Rosenquist moved to add Philo Security firewall review to the agenda, seconded by Nick Martin, all in favor.

Carl Rosenquist moved to remove creating subcommittees for the Ethics Policy, The Diversity, Equity and Inclusion Declaration and Recreation/Community Organization from the agenda until other members of the board have had a chance to understand what we are doing with those sub committees, no second, motion fails.

Carl Rosenquist moved to add scheduling a joint meeting between the Selectboard and Planning Commission to discuss how to move forward with the Town Plan rewrite to the agenda, second by Nick Martin, all in favor.

Selectboard Minutes and Warrants

1. Carl Rosenquist moved to approve the 4.10.23 minutes with corrections, seconded by Nick Martin, all in favor.
2. Motion to approve Warrants AP #4 and AP #5 was made by Carl Rosenquist, seconded by Devon Thomas, all in favor.

Reorganization

Shannon Jenkins moved that Nick Martin take her place on the personnel subcommittee to include union negotiations, Jamie Comstock seconded, all in favor.

Carl Rosenquist moved to add Nick Martin to the Budget and Finance subcommittee, seconded by Jamie Comstock, all in favor.

Public Comments (for items not on the agenda)

Fred Grimm, Bette Dunsmore

Correspondence

Kristina Senna, Library Trustees

Unfinished Board Business (public comment on agenda items limited to 5 minutes)

1. Seven Days paper for advertising- Devon Update

Carl Rosenquist moved to keep the St. Albans Messenger as the town paper, seconded by Nick Martin, 3 ayes, Devon Thomas abstained.

2. Trails Policy - Action

Carl Rosenquist moved to assign the Conservation Commission to come forward with what they consider their final product for a Trails Policy and then the Selectboard will take a look at it, seconded by Jamie Comstock, all in favor.

3. Purchasing Policy - action

Carl Rosenquist moved to approve the Purchasing Policy dated 2/16/23, no second, motion failed.

Carl Rosenquist moved to approve the Purchasing Policy dated 2/16/23, Devon Thomas seconded, motion failed.

Carl Rosenquist moved to assign reviewing the Purchasing Policy to the Budget and Finance subcommittee to make changes and bring back their suggestions to the board, seconded by Jamie Comstock, all in favor.

4. Private Driveway Policy - action

Carl Rosenquist moved to approve the Road and Driveway Policy that was presented to the Selectboard by the Planning Commission on 3/28/23 and posted on the town website for townspeople to review, seconded by Jamie Comstock, all in favor.

5. Fitness Platform -action

Carl Rosenquist moved to put the Fitness Platform back on the agenda for the second meeting in May, Nick Martin seconded, all in favor.

6. Trash on Arrowhead Lake Road/Falco Road - action

Nick Martin moved to work with the Lake Arrowhead Road/Falco Road community to put a trash receptacle in place, seconded by Shannon Jenkins, all in favor.

7. Public Utility Commission - Paya's solar Field

New Board Business (public comment on agenda items limited to 5 minutes)

1. Junk Ordinance

2. Motor Vehicle and Traffic Regulation Ordinance

Carl Rosenquist moved to approve the Junk Ordinance and Motor Vehicle and Traffic Regulation Ordinance, seconded by Jamie Comstock, all in favor.

Shannon Jenkins moved to move Selectboard Clerk action up the agenda, Carl Rosenquist seconded, all opposed. Motion failed.

Carl Rosenquist moved to move the Stormwater update up in the agenda, seconded by Shannon Jenkins, all in favor.

3. Stormwater update from Carl Rosenquist

Devon Thomas moved to move Library Board members up the agenda, seconded by Shannon Jenkins, all in favor.

4. Library Board Member - to speak to the board

Carl Rosenquist moved that the issue of the Library budget shortfall be brought to the Budget and Finance subcommittee to have them look at it to see how it can be resolved, seconded by Nick Martin, all in favor.

Carl Rosenquist moved to have the Treasurer use NEMRC to supply monthly reports for the Library, seconded by Jamie Comstock, all in favor.

5. Camp Rainbow - waive Beach Fee - action

Carl Rosenquist moved to waive the fee for the beach pavilion use for Camp Rainbow, seconded Jamie Comstock, all in favor.

6. Emergency Management Plan - action

Carl Rosenquist moved to approve the Town Management Plan realizing there will be some more corrections to it and authorize Devon to sign it before May first, seconded by Shannon Jenkins, all in favor.

7. Point of Contact for IT - action

Shannon Jenkins moved to appoint Jamie Comstock and Nick Martin as the Selectboard points of contact for IT, seconded by Nick Martin, all in favor.

Nick Martin moved to extend the meeting beyond 9:12 to continue their agenda, Jamie Comstock seconded, 4 ayes, Carl Rosenquist voted no.

8. Security Cameras at the Library - discussion

9. Contract Merger - discussion

Nick Martin made a motion to move forward with the two budgeted positions of Selectboard Clerk and Treasurer, seconded by Shannon Jenkins, all in favor, 4 ayes, Carl Rosenquist voted no.

10. Selectboard Clerk - action

Shannon Jenkins moved to hire Jen Kale as Selectboard Clerk, seconded by Jamie Comstock, motion failed.

Carl Rosenquist moved that the board would hear the credentials of the 2 candidates that have been interviewed for the Selectboard Clerk and decide which candidate to make an offer to after that, seconded by Nick Martin, all in favor.

11. Treasurer Position - action

12. Creating sub committees for - the Ethics Policy; the Diversity, Ethics and Inclusion Declaration; and Recreation/Community Organization -discussion

Nick Martin moved to create a sub committee of community volunteers to make suggestions for the Ethics and Conflict of Interest Policy as well as look at other additional policies to include posting on the town website and town facebook page, gathering names of interested parties, and randomly selecting names at the May 8, 2023 meeting, seconded by Jamie Comstock, all in favor.

13. Fire Warden - action

Carl Rosenquist moved to select Andrew Dunsmore as Fire Warden, seconded by Shannon Jenkins, all in favor.

14. Pool Voucher - discussion

15. Joint Meeting with Selectboard and Planning Commission to work on the Town Plan rewrite.

Plan next meeting and Agenda

Monday, May 8, 2023 6 pm Regular Meeting

Carl Rosenquist moved that the Board and Town Administrator go into Executive Session to discuss issues that premature disclosure may be detrimental to individuals involved or the Board itself, second by Jamie Comstock, all in favor.

Motion to offer the position of Selectboard Clerk to Olivia Seguin.

Meeting adjourned 10:47pm

Respectfully Submitted,
Martha Bechard

05/05/23
10:53 am

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 6 Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (General Fund) From / / To 05/08/23

Section 4. Item #B.

Page 1
bookkeeper

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ABOVE PAR	ABOVE PAR CLEANING LLC	5165-878	Cleaning svcs	1100.00	0.00	-----	--/--/--
ACE	ST ALBANS ACE HARDWARE LLC	102970	BLK numbers	4.99	0.00	-----	--/--/--
ACE	ST ALBANS ACE HARDWARE LLC	102607	keys	45.05	0.00	-----	--/--/--
AFLAC	AFLAC	500206	Aflac	127.50	0.00	-----	--/--/--
ALLEGIANC	ALLEGIANCE TRUCKS	X12201821801	air dryer replacement of	191.00	0.00	-----	--/--/--
AMAZON	AMAZON CAPITAL SERVICES	1KQF1RRL97XH	cord,cable,tape for owl	125.35	0.00	-----	--/--/--
BROOKFIEL	BROOK FIELD SERVICE	44597	vt inspection	424.05	0.00	-----	--/--/--
COMCAST	COMCAST	4/16LIB	Lib	50.01	0.00	-----	--/--/--
COMCAST	COMCAST	4/15 PLAINS	83 Plains Rd	282.66	0.00	-----	--/--/--
COMCAST	COMCAST	4/18 FIRE	Fire	205.46	0.00	-----	--/--/--
EXIT18	EXIT 18 EQUIPMENT	84718	Beach mower parts	229.38	0.00	-----	--/--/--
EXIT18	EXIT 18 EQUIPMENT	84719	Beach mower bearing	17.92	0.00	-----	--/--/--
EYE MED	FIDELITY SECURITY LIFE INSURAN	165758570	Eye med	57.67	0.00	-----	--/--/--
FCNRC	FRANKLIN COUNTY NATURAL RES CO	10654	Trees	146.00	0.00	-----	--/--/--
FISH&GAME	VERMONT FISH & WILDLIFE	05012023	4/23-4/29/23	53.00	0.00	-----	--/--/--
GHS	GEORGIA HISTORICAL SOCIETY	5/8/23 BUDGE	2023 Budget reimbursemen	3500.00	0.00	-----	--/--/--
GMP	GREEN MOUNTAIN POWER CORPORATI	4/26LIBWELL	Lib well	26.08	0.00	-----	--/--/--
HARR CON	HARRISON CONCRETE CONSTRUCTION	6252	Plant, mix 4/18	1531.35	0.00	-----	--/--/--
HARRISON	HARRISON QUARRY LLC	6299	plant mix 4/26	2341.35	0.00	-----	--/--/--
HARRISON	HARRISON QUARRY LLC	6312	plant mix 4/27	614.14	0.00	-----	--/--/--
HARRISON	HARRISON QUARRY LLC	6276	Fill sand	56.00	0.00	-----	--/--/--
HOME	HOME DEPOT	450100097761	Fire dept stuff	183.72	0.00	-----	--/--/--
HOME	HOME DEPOT	450100097662	Fire Dept. stuff	1183.60	0.00	-----	--/--/--
J&L	J & L HARDWARE, INC.	487817	Drinking water filter,la	52.97	0.00	-----	--/--/--
J&L	J & L HARDWARE, INC.	487877	Probite coupling,elbow	67.33	0.00	-----	--/--/--
JOHNSONH	JOHNSON HARDWARE & RENTAL	545475	Battery	978.00	0.00	-----	--/--/--
MCCULLOUG	MCCULLOUGH CRUSHING INC	107802	Plant mix	1192.80	0.00	-----	--/--/--
MRS	MILTON RENTAL & SALES INC	1637668	Sewer jetter hose	190.00	0.00	-----	--/--/--
NE TRUCK	NEW ENGLAND TRUCK TIRE CENTERS	139609-09	Tires	1424.28	0.00	-----	--/--/--
NE TRUCK	NEW ENGLAND TRUCK TIRE CENTERS	141056-09	Return	-1383.68	0.00	-----	--/--/--
PAYCHEX	PAYCHEX	3491623	payroll kiosk	75.00	0.00	-----	--/--/--
VALLEE2	R L VALLEE INC	7300046	Fire fuel	33.90	0.00	-----	--/--/--
VLCT	VERMONT LEAGUE OF CITIES & TOW	MAC2023-0357	Selectboard essentials	40.00	0.00	-----	--/--/--
VLCT	VERMONT LEAGUE OF CITIES & TOW	MAC2023-0176	Admin training	20.00	0.00	-----	--/--/--
VST	VERMONT STATE TREASURER'S OFFI	4/10 LOAN PA	2019 Tandem loan payment	13624.00	0.00	-----	--/--/--
WBMASON	W.B. MASON CO., INC.	237785184	10 waters 4/17	189.90	0.00	-----	--/--/--
WBMASON	W.B. MASON CO., INC.	CM176515	Bottle return	-36.00	0.00	-----	--/--/--

05/05/2023
10:53 am

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 6 Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (General Fund) From / / To 05/08/23

Section 4. Item #B.

Page 2 of 2
bookkeeper

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			28,964.78	0.00	0.00		

To the Treasurer of Town of Georgia, 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 \$ ****28,964.78 Let this be your order for the payments of these amounts.

Devon Thomas (Chair)

Shannon Jenkins (Vice-Chair)

Jamie Comstock

Carl Rosenquist

Nicholas Martin



Town of Georgia

47 Town Common Road North. • St. Albans, VT 05478
• Phone: 802-524-3524 • Fax: 802-524-3543 • website: townofgeorgia.com

Application for Boring Under, Digging across a Town Road or Excavation in a Town Right of Way

The Town of Georgia requires all parties to obtain a permit prior to boring under a Town road, digging across a Town road or excavating in the Town Right Of Way. The application must be submitted to the Public Works Director for review at least 10 business days prior to the proposed date of construction.

Overhead installation or boring under the road bed are the preferred methods for the installation of utility lines. At the time of this application review, a plan on how this construction will be performed must be attached. Efforts should be made to keep one side of the roadway passable at all times with traffic flow interruptions kept to less than 10 minutes.

1. A deposit of \$5,000.00 for blacktop roads and \$2,500.00 for gravel roads must be posted at the time of approval. The Town of Georgia will hold this deposit in Escrow. At the time of project completion, the quality of the road must be as good as or better than its prior condition as determined by the Public Works Director. After one year of the excavation, the Public Works Director will determine the condition of the road. For gravel roads all funds not expended in stabilizing the site will be reimbursed to the applicant. For paved roads 50% of the funds not expended in stabilizing the site will be reimbursed to the applicant. The remaining 50% not expended in stabilizing the site will be reimbursed to the applicant after year two. All VOSHA and OSHA safety procedures must be followed. The Public Works Director, at his discretion, may request an independent site evaluation by a licensed engineer at the applicant's expense. The Town of Georgia assumes no responsibility for damage to structures placed in the right-of-way.

Application Information

Applicant(s)

Property Owner(s) if different

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____

Phone _____

Email _____

Email _____

911 address of property: _____ Tax parcel ID: _____

The undersigned requests an Access/Right of Way Permit to construct an access or make other improvements within the Town Right-of-Way, in accordance with Town Highway Standards, to serve the above referenced property located on the _____ side of Town Highway No. _____, the local name of this road being _____.

The proposed access or changes to be located approximately _____ (number of feet or miles) from the intersection of this road and _____ (next closest road or landmark).

Description of Improvements: _____

Note: Permit not valid until fee is paid and application is signed by Public Works Director.

Signatures

The applicant/owner hereby certifies that the information provided herein is true and correct:

Signature of Applicant: _____ Date: _____

Signature of Owner: _____ Date: _____

NOTE: This permit is issued in accordance with Title 19, Section 1111, V.S.A., relative to all highways within the control and jurisdiction of the Town of Georgia. The issuance of this permit does not release the applicant from any requirements of statutes, ordinances, rules and regulations administered by other governmental agencies. The permit will be effective upon compliance with such of these requirements as are applicable and continue in effect for as long as the present land use continues. Changes of present land use may require new permits. This permit is issued subject to the directions, restrictions and conditions contained herein and on the reverse side of this form and any attachments hereto, and covers only the work described in this application, and then only when the work is performed as directed. Violations are subject to the penalties set forth in Title 19, Section 1111, V.S.A., of fines not less than \$100 or more than \$10,000 for each violation.

Drawing of Location of Town Highway and Proposed Improvement

- 1. Indicate North with an arrow.
- 2. Indicate name of property owner and adjacent property owners.
- 3. Indicate name of highway and 911 address of the subject property.

Public Works Director Section

Gravel: _____ Paved: _____ Check #: _____

Approved On: _____ Denied On: _____ Returned On: _____

Comments: _____

Public Works Director Signature: _____

Date: _____



Town of Georgia

47 Town Common Road North. • St. Albans, VT 05478
• Phone: 802-524-3524 • Fax: 802-524-3543 • website: townofgeorgia.com

ESCROW AGREEMENT

THIS AGREEMENT, executed in triplicate between _____, of _____, Vermont, hereinafter referred to as "DEVELOPER", _____ Bank of _____, Vermont, hereinafter referred to as "BANK", and the TOWN OF _____, a Vermont municipality in the County of _____ and State of Vermont, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, DEVELOPER has received final site plan/subdivision/PUD approval from MUNICIPALITY's Development Review Board by Notice of Decision dated _____, which is incorporated herein by reference, for the development of _____ as depicted on and in accordance with the specifications as set forth on the final plan entitled "_____", dated _____, prepared by _____ on file in the Town of _____ Planning & Zoning department (the "Plan"); and

WHEREAS, DEVELOPER is required by said Development Review Board approval, at its own expense, to complete the construction of the development site in accordance with the plans approved by the Development Review Board; and

WHEREAS, the parties to this Agreement wish to establish a mechanism to secure the obligations of the DEVELOPER for the work as set forth above; and

WHEREAS, the BANK executes this Agreement solely in the capacity of escrow agent.

NOW THEREFORE, the parties hereby covenant and agree as follows:

1. DEVELOPER will, at its own expense, complete the following construction as depicted and in accordance with the specifications set forth in said Plan and related documents (hereinafter referred to as the "Improvements"):

- a. Water line
- b. Sewer line
- c. Hydrant
- d. Sewer manhole

2. DEVELOPER shall complete the Improvements set forth in Paragraph 1 no later than _____, and shall notify the MUNICIPALITY in writing when it believes it has completed the Improvements.

3. After receipt of written notice from the DEVELOPER that it believes the Improvements are complete, the MUNICIPALITY shall inspect the Improvements within fourteen (14) days and advise the DEVELOPER in writing within three (3) days whether the Improvements are completed to the MUNICIPALITY's satisfaction or whether work on the Improvements remains prior to completion. For the purposes of this Agreement, "completion" shall be deemed to have occurred when the MUNICIPALITY has inspected and approved the construction of all the Improvements as set forth above and issued written notice to the DEVELOPER as set forth above that the construction is complete. Following issuance of the written notice of completion by the MUNICIPALITY, DEVELOPER shall replace or repair any defective or improper work or materials which may be identified as such by the MUNICIPALITY within two (2) years after completion of the Improvements set forth in Paragraph 1.

4. For the guaranty of DEVELOPER's performance of all requirements hereinabove set forth, DEVELOPER and BANK agree that cash in the amount of _____ shall be held in escrow by the BANK and shall be available for payment to the MUNICIPALITY in accordance with the terms herein set forth. The funds in the escrow account shall not be diverted, applied, set off or disbursed except in accord with the terms hereof. The MUNICIPALITY shall be the sole beneficiary of the escrow account and shall have sole power to draw funds from the account, in accordance with the terms of this agreement. Nothing herein shall relieve the DEVELOPER from the obligation to pay any additional costs, if actual costs exceed the above-stated cost. Nothing herein shall relieve the DEVELOPER from the obligation to pay any additional costs, if actual costs exceed the amount retained in escrow, after the time of completion.

5. If the MUNICIPALITY files with the BANK a statement that the DEVELOPER is, in the reasonable judgment of MUNICIPALITY, in default under the terms of this Agreement, the BANK shall pay monies from said escrow fund to the MUNICIPALITY, in the amount(s) requisitioned by the MUNICIPALITY to complete the Improvements or repair of any defective or improper work or materials during the two-year warranty period after completion and satisfy the requirements in this Agreement.

6. The MUNICIPALITY will promptly submit to the DEVELOPER a copy of such statement as it files with the BANK. The consent of the DEVELOPER to payments by the BANK to the MUNICIPALITY shall not be required or solicited. The BANK shall incur no liability to the DEVELOPER on account of making such payment to the MUNICIPALITY, nor shall the BANK be required to inquire into the propriety of any claim by the MUNICIPALITY of default on the part of the DEVELOPER or into the use of such funds by the MUNICIPALITY

in completing such Improvements or repairing of any defective or improper work or materials during the two-year warranty period after completion.

7. The MUNICIPALITY shall not file with the BANK a statement of default until ten (10) days after notice has been sent by it to the DEVELOPER by certified mail, return receipt requested, setting forth its intention to do so.

8. All monies released by the BANK to the MUNICIPALITY pursuant to Paragraph 4 shall be used by the MUNICIPALITY solely for the purpose of performing obligations imposed upon the DEVELOPER by that portion of this Agreement upon which the DEVELOPER is then in default. Any work to be performed by the MUNICIPALITY pursuant hereto shall be let on a contractual basis, or on a time and material basis or shall be performed by the MUNICIPALITY with its own work force and equipment or shall be accomplished in such a manner as in the judgment of the MUNICIPALITY shall accomplish the work most expeditiously and economically.

9. If monies are released by the BANK to the MUNICIPALITY pursuant to Paragraph 5 and it shall later develop that a portion of the released monies are surplus to the MUNICIPALITY's needs, any such surplus shall be returned by the MUNICIPALITY to the BANK to be held and distributed by the BANK pursuant to the terms of this Agreement.

10. The BANK shall not refuse or delay to make such payments to the MUNICIPALITY when requested by the MUNICIPALITY by an appropriate statement, and DEVELOPER will not interfere with or hinder such payments by the BANK to the MUNICIPALITY.

11. This Agreement shall terminate and shall be of no force or effect upon performance of all requirements contemplated hereby, and the completion of the Warranty Period set forth in Paragraph 3.

12. This Agreement shall not only be binding upon the parties hereto, but also their respective heirs, executors, administrators, successors, and assigns.

13. Upon completion of the Improvements and at such time as MUNICIPALITY delivers written notice to DEVELOPER that the Improvements are complete as set forth in Section 3, above, MUNICIPALITY may reduce the amount required to secure DEVELOPER's obligations under this Agreement during the two (2) year warranty period to _____ and shall notify the BANK in writing of such reduction in the amount of funds escrowed hereunder, at which time BANK shall release all funds in excess of _____ to DEVELOPER. Nothing in this paragraph shall be construed to abrogate MUNICIPALITY'S rights under Section 3 to determine if and when the Improvements are complete.

14. In the event that DEVELOPER furnishes MUNICIPALITY with an Irrevocable Letter of Credit, in form and substance satisfactory to MUNICIPALITY, as replacement security for the funds escrowed hereunder, and the MUNICIPALITY concludes that it is beneficial to the MUNICIPALITY to do so, the MUNICIPALITY may release the funds escrowed by this Agreement and accept the Letter of Credit, provided the BANK reconfirms, in writing its commitment to the terms and conditions contained herein.

15. BANK as Escrow Agent.

(a) As escrow agent hereunder, BANK, acting in such capacity, shall have no duties or responsibilities except for those expressly set forth herein.

(b) DEVELOPER shall indemnify and hold harmless BANK against any loss, damage or liability, including, without limitation, attorney's fees which may be incurred by the BANK in connection with this Agreement, except any such loss, damage or liability incurred by reason of the negligence or willful misconduct of BANK. It is further understood by DEVELOPER that if, as the result of any disagreement between it and any other party or adverse demands and claims being made by it or anyone else upon BANK, or if BANK otherwise shall become involved in litigation with respect to this Agreement, DEVELOPER agrees that it shall reimburse BANK on demand for all costs and expenses, including, without limitation, attorney's fees, it shall incur or be compelled to pay by reason of such dispute or litigation, including reasonable compensation for time expended in connection with any such dispute or litigation.

(c) DEVELOPER shall indemnify and hold harmless MUNICIPALITY against any claim, loss, damage or liability, including, without limitation, attorney's fees which may be incurred by or brought against MUNICIPALITY in connection with this Agreement, except any such loss, damage or liability incurred by reason of the gross negligence or willful misconduct of MUNICIPALITY.

(d) BANK, acting as such, shall not be liable to anyone by reason of an error or judgment, a mistake of law or fact, or for any act done or step taken or omitted in good faith, and this provision shall survive the termination of this Agreement.

(e) At the time the last of the escrowed funds are released and disbursed by BANK in accordance with this Agreement, BANK shall be discharged from any obligation under this Agreement.

(f) In accordance with the provisions above, BANK may rely upon and shall be protected in acting upon any statement, instrument, opinion, notice, request, order,

approval or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

16. Substitution or Resignation of BANK. BANK reserves the right to withdraw from this Agreement and cease serving as escrow agent hereunder at any time by giving fifteen (15) days written notice thereof to the DEVELOPER and MUNICIPALITY. Upon notice of resignation by BANK, DEVELOPER agrees to find within ten (10) days of such notice a replacement escrow agent acceptable to MUNICIPALITY. BANK agrees to deliver the escrowed funds then held by BANK to such replacement escrow holder and notify all parties hereto. BANK shall thereupon be released from any and all responsibility or liability to the parties hereto. If the DEVELOPER fails to appoint a replacement escrow agent within such ten (10) day period, MUNICIPALITY may file a statement with the BANK that the DEVELOPER is in default under the terms of this Agreement, and the BANK shall pay monies from said escrow fund to the MUNICIPALITY, in the amount(s) requisitioned by the MUNICIPALITY. If MUNICIPALITY fails to file such statement with BANK within fifteen (15) days of written notice of the BANK's resignation, BANK shall petition any court having jurisdiction for the appointment of a successor escrow agent or for instructions as to the disposition of the documents and moneys held by it under this Agreement. In any event such court appoints a successor escrow agent, BANK shall deliver the escrowed funds then held pursuant to this Agreement, and all records and other documents held by it under this Agreement, upon payment of all fees and expense reimbursements due to BANK, to such successor escrow agent and BANK shall thereby be released from any and all responsibility or liability to the parties hereto. Pending such appointment or instructions, BANK shall continue to be bound by the terms of this Agreement.

17. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

Dated at _____, Vermont, this ____ day of April, 2023.

IN PRESENCE OF: _____, LLC

By: _____

Witness
Duly Authorized Agent

Dated at _____, Vermont, this ____ day of April, 2023.

IN PRESENCE OF: TOWN OF _____

Witness Duly Authorized Agent

Dated at _____, Vermont, this ____ day of April, 2023.

IN PRESENCE OF: _____ BANK

Witness Duly Authorized Agent



Town of Georgia

47 Town Common Road North. • St. Albans, VT 05478
• Phone: 802-524-3524 • Fax: 802-524-3543 • website: townofgeorgia.com

ESCROW AGREEMENT

THIS AGREEMENT, executed in triplicate between **CAX, LLC**, of Colchester, Vermont, hereinafter referred to as "DEVELOPER", **Law Office of Scott R Bortzfield, PLLC** of St. Albans, Vermont, hereinafter referred to as "ESCROW AGENT", and the TOWN OF Georgia, a Vermont municipality in the County of Franklin and State of Vermont, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, DEVELOPER has received final site plan/subdivision/PUD approval from MUNICIPALITY's Development Review Board by Notice of Decision dated December 11, 2020, which is incorporated herein by reference, for the development of **Alexander Estates, Phase II** as depicted on and in accordance with the specifications as set forth on the final plan entitled "Boundary & Right of Way Plat Alexander Estates Lot 2, Phase II Senior Housing Development CAX, LLC Volume 288 Page 173 Slide 244, Maps 445, 446 & 447 Ethan Allen Highway (Route 7) Georgia, Vermont" dated August 7, 2017, August 29, 2017, June 23, 2021 and July 15, 2021, Job # GEOR0098-1, prepared by Button Professional Land Surveyors, PC, on file in the Town of Georgia Planning & Zoning department (the "Plan"); and

WHEREAS, DEVELOPER is required by said Development Review Board approval, at its own expense, to complete the construction of the development site in accordance with the plans approved by the Development Review Board; and

WHEREAS, the parties to this Agreement wish to establish a mechanism to secure the obligations of the DEVELOPER for the work as set forth above; and

WHEREAS, the ESCROW AGENT executes this Agreement solely in the capacity of escrow agent.

NOW THEREFORE, the parties hereby covenant and agree as follows:

1. DEVELOPER will, at its own expense, complete the following construction as depicted and in accordance with the specifications set forth in said Plan and related documents (hereinafter referred to as the "Improvements"):

- a. SIDEWALKS

2. DEVELOPER shall complete the Improvements set forth in Paragraph 1 no later than **July 31, 2023**, and shall notify the MUNICIPALITY in writing when it believes it has completed the Improvements.

3. After receipt of written notice from the DEVELOPER that it believes the Improvements are complete, the MUNICIPALITY shall inspect the Improvements within fourteen (14) days and advise the DEVELOPER in writing within three (3) days whether the Improvements are completed to the MUNICIPALITY's satisfaction or whether work on the Improvements remains prior to completion. For the purposes of this Agreement, "completion" shall be deemed to have occurred when the MUNICIPALITY has inspected and approved the construction of all the Improvements as set forth above and issued written notice to the DEVELOPER as set forth above that the construction is complete. Following issuance of the written notice of completion by the MUNICIPALITY, DEVELOPER shall replace or repair any defective or improper work or materials which may be identified as such by the MUNICIPALITY within two (2) years after completion of the Improvements set forth in Paragraph 1.

4. For the guaranty of DEVELOPER's performance of all requirements hereinabove set forth, DEVELOPER and ESCROW AGENT agree that cash in the amount of **Twenty Thousand and 00/100 Dollars (\$20,000.00)** shall be held in escrow by the ESCROW AGENT and shall be available for payment to the MUNICIPALITY in accordance with the terms herein set forth. The funds in the escrow account shall not be diverted, applied, set off or disbursed except in accord with the terms hereof. The MUNICIPALITY shall be the sole beneficiary of the escrow account and shall have sole power to draw funds from the account, in accordance with the terms of this agreement. Nothing herein shall relieve the DEVELOPER from the obligation to pay any additional costs, if actual costs exceed the above-stated cost. Nothing herein shall relieve the DEVELOPER from the obligation to pay any additional costs, if actual costs exceed the amount retained in escrow, after the time of completion.

5. If the MUNICIPALITY files with the ESCROW AGENT a statement that the DEVELOPER is, in the reasonable judgment of MUNICIPALITY, in default under the terms of this Agreement, the ESCROW AGENT shall pay monies from said escrow fund to the MUNICIPALITY, in the amount(s) requisitioned by the MUNICIPALITY to complete the Improvements or repair of any defective or improper work or materials during the two-year warranty period after completion and satisfy the requirements in this Agreement.

6. The MUNICIPALITY will promptly submit to the DEVELOPER a copy of such statement as it files with the ESCROW AGENT. The consent of the DEVELOPER to payments by the ESCROW AGENT to the MUNICIPALITY shall not be required or solicited. The ESCROW AGENT shall incur no liability to the DEVELOPER on account of making such payment to the MUNICIPALITY, nor shall the ESCROW AGENT be required to inquire into the propriety of any claim by the MUNICIPALITY of default on the part of the DEVELOPER or

into the use of such funds by the MUNICIPALITY in completing such Improvements or repairing of any defective or improper work or materials during the two-year warranty period after completion.

7. The MUNICIPALITY shall not file with the ESCROW AGENT a statement of default until ten (10) days after notice has been sent by it to the DEVELOPER by certified mail, return receipt requested, setting forth its intention to do so.

8. All monies released by the ESCROW AGENT to the MUNICIPALITY pursuant to Paragraph 4 shall be used by the MUNICIPALITY solely for the purpose of performing obligations imposed upon the DEVELOPER by that portion of this Agreement upon which the DEVELOPER is then in default. Any work to be performed by the MUNICIPALITY pursuant hereto shall be let on a contractual basis, or on a time and material basis or shall be performed by the MUNICIPALITY with its own work force and equipment or shall be accomplished in such a manner as in the judgment of the MUNICIPALITY shall accomplish the work most expeditiously and economically.

9. If monies are released by the ESCROW AGENT to the MUNICIPALITY pursuant to Paragraph 5 and it shall later develop that a portion of the released monies are surplus to the MUNICIPALITY's needs, any such surplus shall be returned by the MUNICIPALITY to the ESCROW AGENT to be held and distributed by the ESCROW AGENT pursuant to the terms of this Agreement.

10. The ESCROW AGENT shall not refuse or delay to make such payments to the MUNICIPALITY when requested by the MUNICIPALITY by an appropriate statement, and DEVELOPER will not interfere with or hinder such payments by the ESCROW AGENT to the MUNICIPALITY.

11. This Agreement shall terminate and shall be of no force or effect upon performance of all requirements contemplated hereby, and the completion of the Warranty Period set forth in Paragraph 3.

12. This Agreement shall not only be binding upon the parties hereto, but also their respective heirs, executors, administrators, successors, and assigns.

13. Upon completion of the Improvements and at such time as MUNICIPALITY delivers written notice to DEVELOPER that the Improvements are complete as set forth in Section 3, above, MUNICIPALITY shall reduce the amount required to secure DEVELOPER's obligations under this Agreement during the two (2) year warranty period to **ZERO** and shall notify the ESCROW AGENT in writing of such reduction in the amount of funds escrowed hereunder, at which time ESCROW AGENT shall release all funds to DEVELOPER. Nothing in this paragraph shall be construed to abrogate MUNICIPALITY'S rights under Section 3 to determine if and when the Improvements are complete.

14. In the event that DEVELOPER furnishes MUNICIPALITY with an Irrevocable Letter of Credit, in form and substance satisfactory to MUNICIPALITY, as replacement security for the funds escrowed hereunder, and the MUNICIPALITY concludes that it is beneficial to the MUNICIPALITY to do so, the MUNICIPALITY may release the funds escrowed by this Agreement and accept the Letter of Credit, provided the ESCROW AGENT reconfirms, in writing its commitment to the terms and conditions contained herein.

15. ESCROW AGENT as Escrow Agent.

(a) As escrow agent hereunder, ESCROW AGENT, acting in such capacity, shall have no duties or responsibilities except for those expressly set forth herein.

(b) DEVELOPER shall indemnify and hold harmless ESCROW AGENT against any loss, damage or liability, including, without limitation, attorney's fees which may be incurred by the ESCROW AGENT in connection with this Agreement, except any such loss, damage or liability incurred by reason of the negligence or willful misconduct of ESCROW AGENT. It is further understood by DEVELOPER that if, as the result of any disagreement between it and any other party or adverse demands and claims being made by it or anyone else upon ESCROW AGENT, or if ESCROW AGENT otherwise shall become involved in litigation with respect to this Agreement, DEVELOPER agrees that it shall reimburse ESCROW AGENT on demand for all costs and expenses, including, without limitation, attorney's fees, it shall incur or be compelled to pay by reason of such dispute or litigation, including reasonable compensation for time expended in connection with any such dispute or litigation.

(c) DEVELOPER shall indemnify and hold harmless MUNICIPALITY against any claim, loss, damage or liability, including, without limitation, attorney's fees which may be incurred by or brought against MUNICIPALITY in connection with this Agreement, except any such loss, damage or liability incurred by reason of the gross negligence or willful misconduct of MUNICIPALITY.

(d) ESCROW AGENT, acting as such, shall not be liable to anyone by reason of an error or judgment, a mistake of law or fact, or for any act done or step taken or omitted in good faith, and this provision shall survive the termination of this Agreement.

(e) At the time the last of the escrowed funds are released and disbursed by ESCROW AGENT in accordance with this Agreement, ESCROW AGENT shall be discharged from any obligation under this Agreement.

(f) In accordance with the provisions above, ESCROW AGENT may rely upon and shall be protected in acting upon any statement, instrument, opinion, notice,

request, order, approval or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

16. Substitution or Resignation of ESCROW AGENT. ESCROW AGENT reserves the right to withdraw from this Agreement and cease serving as escrow agent hereunder at any time by giving fifteen (15) days written notice thereof to the DEVELOPER and MUNICIPALITY. Upon notice of resignation by ESCROW AGENT, DEVELOPER agrees to find within ten (10) days of such notice a replacement escrow agent acceptable to MUNICIPALITY. ESCROW AGENT agrees to deliver the escrowed funds then held by BANK to such replacement escrow holder and notify all parties hereto. ESCROW AGENT shall thereupon be released from any and all responsibility or liability to the parties hereto. If the DEVELOPER fails to appoint a replacement escrow agent within such ten (10) day period, MUNICIPALITY may file a statement with the ESCROW AGENT that the DEVELOPER is in default under the terms of this Agreement, and the ESCROW AGENT shall pay monies from said escrow fund to the MUNICIPALITY, in the amount(s) requisitioned by the MUNICIPALITY. If MUNICIPALITY fails to file such statement with ESCROW AGENT within fifteen (15) days of written notice of the ESCROW AGENT’s resignation, ESCROW AGENT shall petition any court having jurisdiction for the appointment of a successor escrow agent or for instructions as to the disposition of the documents and moneys held by it under this Agreement. In any event such court appoints a successor escrow agent, ESCROW AGENT shall deliver the escrowed funds then held pursuant to this Agreement, and all records and other documents held by it under this Agreement, upon payment of all fees and expense reimbursements due to ESCROW AGENT, to such successor escrow agent and ESCROW AGENT shall thereby be released from any and all responsibility or liability to the parties hereto. Pending such appointment or instructions, ESCROW AGENT shall continue to be bound by the terms of this Agreement.

17. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

Dated at _____, Vermont, this ____ day of April, 2023.

IN PRESENCE OF: CAX, LLC

Witness
By: _____
Carl Laroe, Duly Authorized Agent

Dated at _____, Vermont, this ____ day of April, 2023.

IN PRESENCE OF: TOWN OF GEORGIA

Witness By: _____
Duly Authorized Agent

Dated at _____, Vermont, this ____ day of April, 2023.

IN PRESENCE OF: LAW OFFICE OF SCOTT R BORTZFIELD, PLLC

Witness By: _____
Scott R Bortzfield, Duly Authorized Agent



Town of Georgia

47 Town Common Road No. • Georgia, VT 05478 • Phone: 802-524-3524
• Fax: 802-524-3543 • Website: townofgeorgia.com

To: **The Town of Georgia**, a Vermont Municipality:

NON-EMPLOYEE WORK AGREEMENT

Undersigned, sole proprietor, or partner owner of an unincorporated business, of _____ (name of business),
Of _____ (business address),

Hereby certify that I am aware of my right to purchase Workers' Compensation insurance and have elected, to purchase Workers' Compensation coverage as described below or not purchase Workers' Compensation insurance coverage.

Scope and dates of work to be performed:

Liability Hold-Harmless Agreement:

In consideration of the agreement of **the Town of Georgia** to engage my company and me to perform certain services for the Municipality, _____ (Company/Person) and I agree, for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless **the Town of Georgia**, its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for , at the behest of, under contract with or on the premises of **the Town of Georgia**.

Non-Employee Agreement:

Under 21 VSA SS 601 (14), sole proprietors and partner owners of an unincorporated business whose work: is distinct and separate from the municipality's work; who control the means and manner of the work performed; hold themselves out as in business for themselves; hold themselves out for work for the general public and do not perform work exclusively for or with another person; and are not treated by the municipality as an employee for purposes of income or employment taxation with regard to the work performed; are not considered worker or employees of the municipality.

☐ Undersigned, hereby attests I have procured Workers' Compensation Insurance Coverage from:
Carrier: _____ Effective Dates: _____ to _____
Limits of Liability: _____
(Attach a valid Certificate of Insurance)

OR

☐ Undersigned, hereby attests that I am a sole proprietor, or a partner owner of an unincorporated business, and as such am not considered to be a worker or employee under the provisions of 21 VSA SS 601 (14).

I affirm that:

- I am not a worker for employee of The Town of Georgia;
- I am working independently;
- I have no employees; and
- I have not contracted with other independent contractors.
- I understand that I have the right to purchase Workers compensation insurance, and I have elected not to purchase Workers Compensation Insurance coverage.

Date: _____

Print Name: _____

Witness: _____

Sign Name: _____

The Town of Georgia is currently accepting applications/resume to fill an anticipated Treasurer position. This would be part-time, up to 32 hours a week at a rate of \$35.00 per hour. Relevant degree or equivalent experience in accounting, finance, and/or bookkeeping required.

Please submit your resume to administrator@townofgeorgia.com or by mail to: Town of Georgia, 47 Town Common Rd. No., St. Albans VT 05478 Attn: Administrator.

Posting will remain active until the position is filled.

The Town of Georgia is an Equal Opportunity Employer.

Class 4 Road Improvement Guidelines

As approved by the Selectboard

July 2008

1. Review Town "Policy for roads to be conveyed to and maintained by the Town as Town Highways and to upgrade class 4 Town Roads. As noted in policy, a written request to upgrade the class 4 road must be submitted to the Selectboard prior to construction.
2. If work includes cutting any trees within the town right of way; the applicant must mark all trees to be cut then notify the town. The town will contact the landowners to explain the construction plan and offer them wood from their property.
3. All plans must be submitted prior to construction or removal of trees from town right of way.
4. Subdivision must be approved prior to approval, if applicable.



Town of Georgia
47 Town Common Road North,
St. Albans, VT 05478
(802) 524-3524 or (802) 524-3323
email: roadforeman@townofgeorgia.com

Application for Town Road Access / Right of Way Permit

Application Information

Applicant: Randy Delong Owner: Same
 Address: 54 Murrah Ave Address: _____
Milton VT 05468
 Phone: 802-578-1384 Phone: _____
 911 address of property: NO 911 Address
300 Goodrich Hill Tax Parcel ID: 11074 0300

The undersigned requests an Access/Right of Way Permit to construct an access or make other improvements within the Town Right-of-Way, in accordance with Town Highway Standards, to serve the above referenced property located on the EAST side of Town Highway No. _____, the local name of this road being Goodrich Hill.

The proposed access or changes to be located approximately _____ (number of feet or miles) from the intersection of this road and _____ (next closest road or landmark).

Description of Improvements: Upgrade Road ^{And Drive} TO Be Useable
Install Stone And Aggregate
Install Culvert

Note: Use back page to sketch locations of improvements requested. See back page for requirements for driveways. Permit not valid until fee is paid and application is signed by Road Commissioner.

Signatures

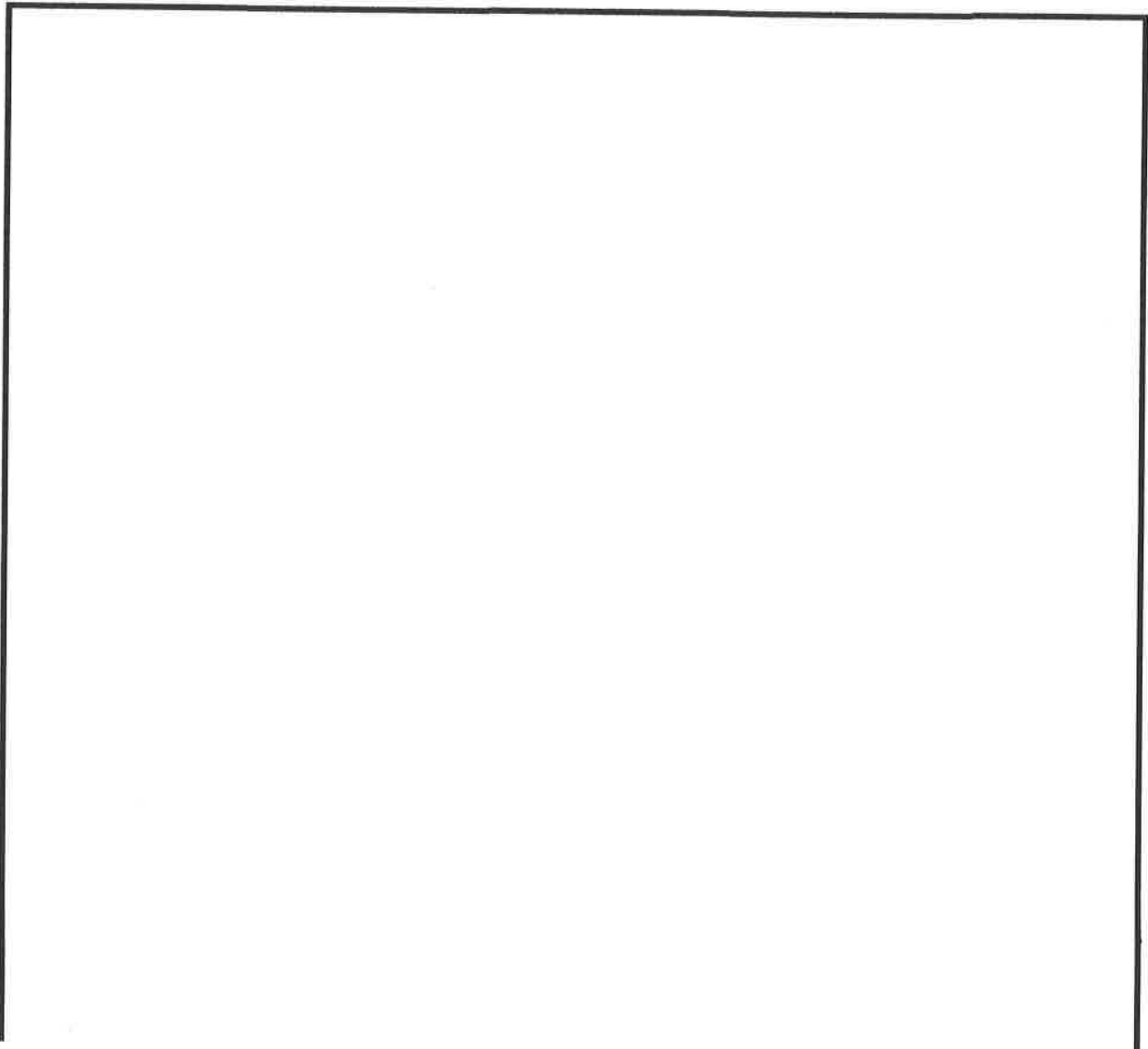
The applicant/owner hereby certifies that the information provided herein is true and correct:

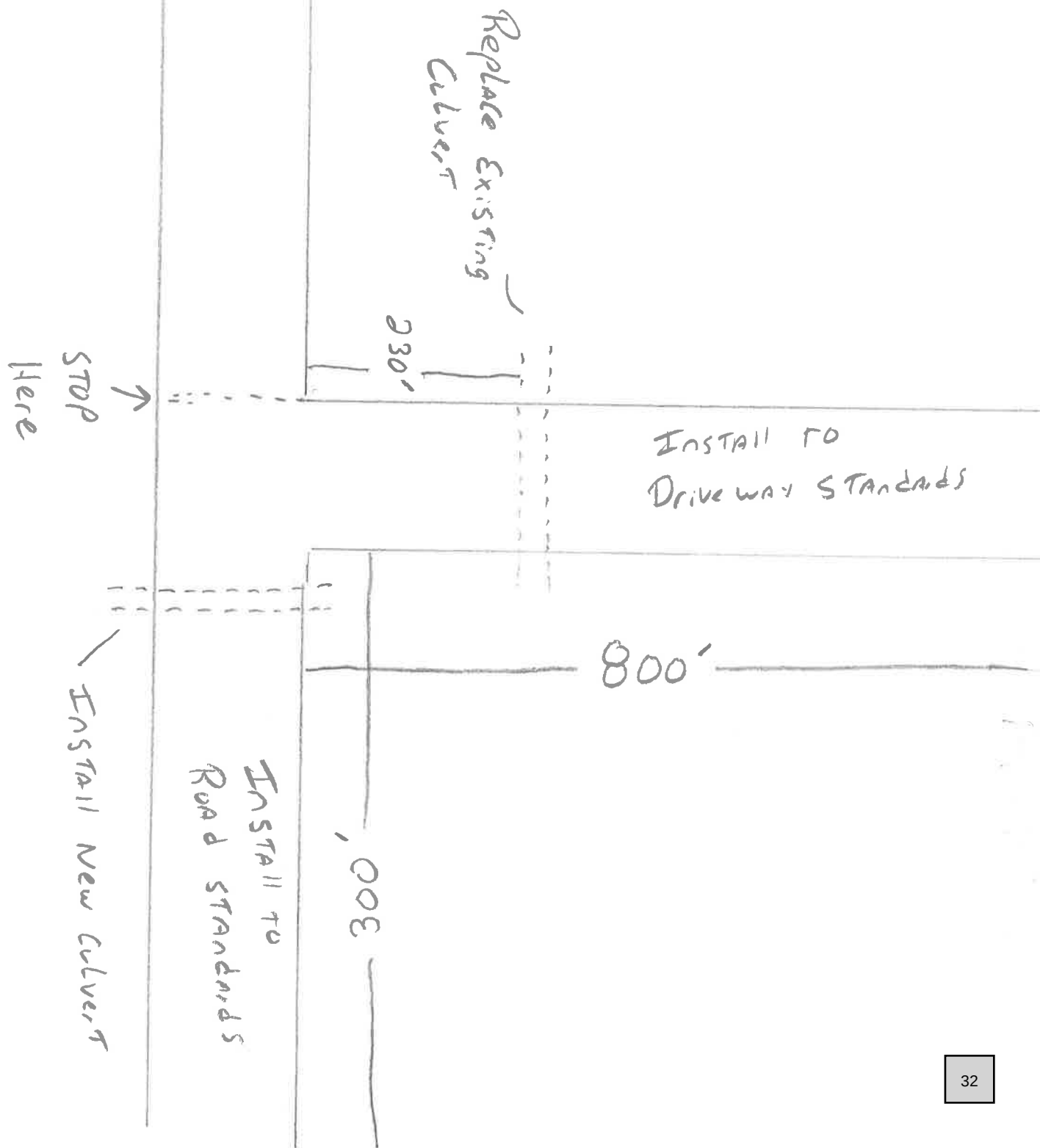
Signature of Applicant: [Signature] Date: 4/12/23
 Signature of Owner: [Signature] Date: 4/12/23

4. A minimum of 10" of gravel or crushed stone shall be placed over the top of the culvert.
5. All culverts, if needed, must be a minimum of 15" x 30' steel corrugated pipe. Larger culverts may be necessary in keeping with the size and use of the driveway.
6. The Town of Georgia assumes no responsibility for anything placed in the highway right-of-way, (i.e., mailboxes, signs, driveway markers, etc.).
7. Driveways must be designed and maintained for safe sight distances and traffic safety. If signage is required, signs shall be provided by the applicant. The Selectboard or their representative may consult with regional and state agencies to ensure safety or may require a traffic study.
8. All accesses to public roads must have a -3%-0% slope for approximately 20 feet. Any variation will require Selectboard approval.

Drawing of Location of Town Highway and Proposed Improvement

1. Indicate North with an arrow.
2. Indicate name of property owner and adjacent property owners.
3. Indicate name of highway and 911 address of the subject property.





Hunt Map
Layers





Town of Georgia Personnel Policy

Approved XX
July 2020

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1 Title and Authority

2 This policy shall be known as the Town of Georgia personnel policy. It has been adopted by the Town of Georgia Selectboard pursuant to 24 V.S.A. §§ 1121 and 1122. This policy supersedes and replaces all prior manuals, policies, benefits, and practices of the Town of Georgia [hereafter “the Town” regarding employment and personnel matters.

3 Unless otherwise provided by statute or written contract, employment with the Town of Georgia is at-will and not for any definite period or succession of periods of time. The Town or the employee may terminate employment at any time, for any reason or no reason, with or without notice or cause. This policy is not, and should not, be construed as an express or implied contract and it does not modify any existing at-will status of any Town employee. The selectboard reserves the right to revise, modify, delete, or add to any and all policies, rules or benefits described in this personnel policy for any reason and at any time, with or without notice.

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

A. Selectboard Administration. Except as otherwise stated herein, these Policies and Rules shall be administered by the Selectboard or its authorized representative(s), and all references herein to the Selectboard shall include such authorized representatives.

B. Library Board of Trustees. With regard to Georgia Public Library employees, the administration of rules and regulations are reserved to the Library Board of Trustees. The Selectboard and Library Trustees may agree to consult regarding such administration and may further agree in writing to Selectboard oversight and handling of matters such as payroll and benefits.

C. Department Heads. For the purposes of administration of these policies and rules, “Department Head” shall be defined as follows unless otherwise designated: The Highway Department Head shall be the Road Foreman; The Department Head of the Municipal Offices, and for employees not covered under another department, shall be the Town Administrator; The Fire and Rescue Department Head shall be the Fire Chief; The Georgia Public Library Department Head shall be the Library Trustee Chair.

D. Resolving Employee Concerns. An employee should present concerns related to these Policies and Rules, or otherwise related to employment with the Town, to their Department Head. If not resolved, the employee may submit to the Selectboard a written request to address such concerns and the Selectboard may in its discretion choose to address the matter.

Drug Testing. All applicants may be required to take a drug test at the expense of the Town after an offer of employment which offer may be made conditioned on a negative test result. All such applicants for a position requiring a CDL license shall be drug tested. All such information shall be shared only as reasonably necessary or as required by law. CDL licensed applicants and employees are required to read and acknowledge they have read the Town's Controlled Substance and Alcohol Testing Policy for Employee-Commercial Motor Vehicle Drivers.

HIRING and EQUAL EMPLOYMENT

A. Selectboard Hiring Authority. Except as specified otherwise herein, only the Selectboard is authorized to appoint employees to work for the Town.

B. Hiring criteria. All appointments to positions in the service of the Town of Georgia shall be made based on merit and competence and the needs of the Town. Education, experience, aptitude, knowledge, skills, character, physical fitness (where necessary for the essential functions of the position), personality, and all other qualifications deemed necessary for the satisfactory performance of the duties of the position to be filled shall be considered and weighed as appropriate.

C. Equal Employment Opportunity. It is the policy of the Town to provide equal employment opportunities to all persons. The Town does not discriminate against employees or applicants for employment based on race, color, religion, sex, sexual orientation, age, national origin, marital status, disability, veteran status, ancestry, pregnancy, gender identity, place of birth, HIV status, or any other basis recognized under local, state, or federal law ("Protected Bases"). This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, training, compensation, layoff, and termination.

D. Physical Examination. Applicants may be offered positions in which good health or physical ability are required for the essential functions of the job. Any such offer of employment may be conditioned upon a satisfactory physical examination at the expense of the Town.

5 Persons Covered and Not Covered

6 Not covered

7 This policy does not cover elected officials such as the municipal clerk and municipal treasurer who are independent officials answerable only to the electorate and not subject to a municipal personnel policy.

8 By state statute, the municipal clerk must, and the municipal treasurer may appoint assistants. These statutory assistants serve at the pleasure of the municipal clerk or treasurer and may hold office for the duration of the clerk or treasurer's term or until the clerk or treasurer revokes such appointments. These statutory assistants report to the officer appointing them and not to the

Selectboard. Accordingly, though they are compensated by the Town for their work, statutory assistants are not covered by this policy except as noted below.

9 Covered

10 This personnel policy applies to full-time and part-time employees of the Town of Georgia.

11 With a separate written agreement, elected officers and their statutory assistants, members of Town boards and commissions, including the Library Trustees, volunteers, seasonal employees, and persons who provide the Town with services on a contract basis may be covered by this policy. See Attachment A “Personnel Policy Coverage Agreement”.

12 For the purposes of this policy, a full-time employee is an employee who works at least 40 hours per week on a regular and continuing basis. A part-time employee is an employee who works fewer than 34 hours per week on a regular and continuing basis.

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

2.3.1 TYPES OF APPOINTMENTS

A. In General. All the following types of appointments are employment with the Town. All appointed employees are subject to all applicable Town policies and rules pertaining to performance and conduct, including those set out in these Personnel Policies and Rules.

B. Full-Time. A full-time employee works at least 40 hours per week on a continuing basis (indefinite term). Full-time employees receive in full all the benefits the Town provides pursuant to these Personnel Policies and Rules.

C. Student Appointments. Student appointments have the purpose of affording an opportunity to gain actual work experience and provide service to the Town. Such appointments are for a definite period, not to exceed 12 months, and may be paid or unpaid. Student appointees shall not be eligible for benefits.

D. Emergency Appointments. When necessary, appointment of employees on a temporary basis may be authorized by the Department Head with the approval of the Selectboard for a period not to exceed sixty (60) days. Such appointees shall not be eligible for benefits.

E. Permanent Part-time Employees. Permanent part-time employees are employees who work less than 34 hours per week but on a regular basis. Permanent part-time employees working at least 30 hours per week, as well as permanent part-time employees hired on or before January 1, 2014, shall receive benefits on a pro-rated scale, and all other permanent part-time employees shall not be eligible for benefits except as otherwise herein stated. The pro-rated scale for permanent part-time employees is calculated based on the percentage of a 40-hour week the employee works. For example, a 30-hour workweek is 75% of a 40-hour week, and so the employee would receive a 75% benefit level. For group health and dental insurance, a permanent part-time employee must work at least 32 hours per week to be eligible.

F. Part-time and Seasonal Employees. Part-time and seasonal employees are employees who work on a seasonal or irregular basis and are not eligible for benefits.

G. Limited-term Appointments. Limited term appointments are made when a special project requires the appointment of employees for a specific time, or to temporarily fill the position of an employee on a leave of absence. Such employees may receive benefits at the discretion of the Selectboard.

H. Fire and Rescue Department. The Selectboard shall appoint a chief, an assistant chief, and captains of the Fire Department as it deems necessary. Firefighters shall be appointed by the Fire Chief subject to these Policies and Rules and with the prior approval of the Selectboard. Fire and Rescue Department employees are not eligible for benefits and are not permanent part-time employees.

14 Equal Employment Opportunity

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

16 Probationary Period

17 All new employees will be required to complete a six-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. During the probationary period, an employee may be terminated at any time at the discretion of the department head and Selectboard. Notwithstanding any other provision of this policy, an employee

terminated during the probationary period will have no right to appeal such termination.

A department head may extend the probationary period, with the written approval of the Selectboard, provided the total probationary period shall not exceed twelve (12) months.

Employees may be paid at a probationary rate during this probationary period.

During the probationary period and with the prior approval of the Selectboard, a department head may discharge an employee from employment without observation of any other procedures or employee appeal.

18 Conduct of Employees

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

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

5.2.1 PERSONNEL RECORDS

A. Maintenance and Access. Personnel records will be maintained for each employee of the Town. An employee or employee's designated representative may inspect or copy their own personnel records at a mutually agreeable time during regular office hours. The Town reserves the right to have an authorized representative present at the time its files are examined or copied. Personnel records will be maintained in a secure fashion and shared only to the extent necessary or as required by law.

B. Reference Requests. Except as otherwise required by law, the Town will normally limit its response to a request for personnel information concerning a current or former employee to dates of employment and positions held. Upon receipt of written authorization by the employee, the Town may provide or release further information.

21 Conflicts of Interest

22 Every employee of the Town of Georgia shall carry out their job in a way that ensures that neither the individual employee nor any other employee of the Town will gain a personal or financial advantage from their work for the Town of Georgia and so that the public trust will be preserved. All decisions made by Town employees shall be made based on the best interests of the community at large rather than the interests of any individual or employee.

23 An employee shall not participate in any official action if the employee has a conflict of interest in the matter under consideration. A "conflict of interest" shall mean a direct or indirect personal or financial interest of the employee, their spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother- or sister-in-law, business associate,

employer, or employee, in the outcome of a cause, proceeding, application or any other matter pending before the employee or before the Town.

24 An employee shall not personally, or through any member of their household, business associate, employer, or employee, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application or other matter pending before the Town.

25 An employee shall not use resources not available to the public, including but not limited to Town staff time, equipment, supplies, or facilities for private gain or personal purposes.

26 An employee may accept a nominal gift or gratuity in connection with an action associated with their official duties on behalf of the Town with an estimated monetary value not exceeding \$20 once per calendar year, with the understanding that employees may not directly or indirectly ask, demand, exact, solicit, accept or receive any gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the Town. Nor shall any employee authorized to procure or to recommend procurement of materials, supplies or services corruptly, directly or indirectly, ask, demand, exact, solicit, seek, accept, receive or agree to receive for the employee or another person, any benefit or benefits from the person providing or soliciting the provision of such materials, supplies or services with the exception of items of a de minimis nature valued \$20 or less (such as vendor booth “freebies”).

27 Hours of Service

28 Regular work hours for persons employed at the Town hall or other Town offices shall be 8 a.m. to 4 p.m., Monday through Friday, with 30 minutes’ paid time allowed for lunch. This is a working lunch.

29 Regular work hours for the road crew shall be 7 a.m. to 3 p.m., Monday through Friday, with 30 minutes’ paid time allowed for lunch, unless the Road Foreman and the Town Administrator agree otherwise.

30 Regular work hours may be changed at the discretion of the Town, and employees may be expected to work additional hours that may exceed forty hours in each work week, as circumstances require. All road crew employees are required to be available for work on an on-call basis, especially during the winter

months. All Town employees are required to be available for work in the event of an emergency, weather-related or otherwise.

31 All employees are expected to be in attendance during regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible. Employees who are sick and unable to work as scheduled are expected to notify their supervisor as soon as possible, but no later than 9 a.m., absent an emergency.

32 Outside Employment

33 The primary occupation of all full-time employees shall be with the Town. Employees may not engage in any outside business activities during their normal working hours. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest, as defined in Section 6 of this Policy.

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

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

36 Political activity

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

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

personnel policy to be construed as prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

39 Nepotism

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

41 A close relative includes a spouse, domestic partner, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law, and sibling-in-law.

42 Alcohol and Drug Use

43 The Town maintains a drug-free workplace and workforce. The use of alcohol or illegal drugs and the abuse of prescription drugs are not tolerated in the workplace or at work-related events.

44 As a Town employee, you are prohibited from working, or presenting yourself for work, while under the influence, or severe aftereffects, of illegal drugs, controlled substances, and/or alcohol. This policy is designed to promote our goal of providing a safe, healthy, and productive work environment. This policy covers all employees, including drivers and other employees who also are subject to drug testing programs performed in accordance with Federal Department of Transportation (DOT) requirements.

45 It is the policy of the Town to prohibit the manufacture, distribution, transfer, display, transportation, sale, dispensation, possession, consumption or use of illegal drugs, controlled substances, and/or alcohol by Town employees at the workplace and/or during working hours. Prohibited behavior includes manufacturing, distributing, transferring, displaying, transporting, selling, dispensing, possessing, consuming, using, or being under the influence of illegal drugs, controlled substances, and/or alcohol during work hours, on work premises, while engaged in work activities away from work premises, or during work-related events.

46 For the purposes of this policy, the term “illegal drug” includes both: (a) all state and/or federally controlled substances, including look-alike and designer drugs, and drug paraphernalia, and (b) prescription medications that have not been prescribed for current use by an authorized medical practitioner or that are

being used contrary to the prescribing medical practitioner's instructions. Controlled substances include but are not limited to the following substances: marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), barbiturates, benzodiazepine, methadone, methaqualone, and propoxyphene.

47 Violations of this policy may subject employees to discipline, up to and including termination of employment and referral for prosecution. The Town also may provide information and recommendation to participate in an appropriate drug assistance or rehabilitation program.

48 The Town reserves the right to search and inspect all areas of the workplace and its premises for the purpose of maintaining a safe and healthy workplace.

49 The illegal use of prescription drugs is also prohibited. If an employee is legally taking prescription drugs that affect the employee's ability to safely perform any of the essential functions of their job, their supervisor or the Town Administrator will determine whether the employee should continue to perform their functions until concerns regarding safety can be addressed. Medical certification may be required.

50 Employees may be disciplined, up to and including termination, for violations of this policy.

51 In addition to this policy, employees who operate commercial motor vehicles (CMVs) for the Town are also subject to the provisions of the Town's CMV Drug and Alcohol Policy.

52 Exceptions

53 Employees with valid prescriptions for use of medical marijuana are not permitted to work under the influence of marijuana. Employees may be disciplined for working under the influence of marijuana, whether prescribed or not, up to and including termination. Employees with valid prescriptions for medical marijuana will not be disciplined unless they report for work or work under the influence of marijuana.

54

55 Tobacco Use

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

enclosed areas, designated smoke-free areas of Town property, and in all Town vehicles.

57 Performance Evaluations

58 Employees may be subject to job performance evaluations at such times and in a such manner as the Town Selectboard or the Town Selectboard's authorized representative deems reasonable. The results of such evaluations will be provided to the employee, the employee's supervisor, the Town Administrator, and the Town Selectboard, and will become a part of the employee's personnel file.

59 Use of Town Equipment

60 Except as provided in Section 70, the use of Town equipment or property for personal use is strictly prohibited. Employees should have no expectation of privacy regarding anything stored in or on Town-owned property or Town-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas are subject to search by the Town at any time to retrieve work-related materials or to investigate violations of workplace rules.

14.1.2 **Driver Authorization and Evaluation.** All Town employees, as well as volunteers, must receive prior Town authorization to operate municipal vehicles. The Town may require employees and volunteers to submit to authorization procedures on a periodic basis. The following are the minimum required for authorization:

1. Safe and lawful operation of municipal vehicles is a requirement of an authorized driver.
2. Employees must possess a valid driver's license of the proper type and class for the vehicles operated.
3. Employees are required, upon request, to authorize the Town to access the employee's Department of Motor Vehicle records.
4. An employee must notify their department head within forty-eight (48) hours of being charged with a moving violation, regardless of whether the moving violation occurred during performance of Town duties and regardless of whether the employee was operating a private vehicle or the Town's vehicle.
5. Employees must permit the Town to annually check the driving records of all first responders and all employees authorized to drive town vehicles.

61 Use of Town Computer System

62 For purposes of this policy, "computer system" means all computers and devices and any related hardware, equipment, components, or software, including, but not limited to, host computers, file servers, workstation terminals, laptops, tablets, smartphones, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board

systems, backup systems, and the internal and external e-mail systems accessed via the Town's computer equipment.

63 The Town provides electronic communications systems for use in carrying out its business. All communication and information transmitted by, received from, or stored in these systems are the property of the Town and, as such, are intended to be used for job-related purposes only. Data and information on the system belongs to the Town and will not be considered personal to the employee. Town employees should avoid conducting Town business using their personal computer, device, or accounts.

64 Occasional, brief, and appropriate personal use of the Town computer system is permitted, provided it is consistent with this policy and does not interfere with an employee's performance of their job duties and responsibilities.

65 Employees should have no expectation of privacy or confidentiality regarding anything created, sent, or received on the Town computer system, whether they have been assigned a confidential password or not. The Town reserves the right to monitor at any time its computer system and data with or without notice. All files, documents, data, and other electronic messages created, received, or stored on the Town computer system are open to review and regulation by the Town and may be subject to the provisions of Vermont's Public Records Act and may be covered by the record retention requirements of the State of Vermont's General Records Schedules or Disposition Orders. Accordingly, employees shall not discard or delete any files, documents, data, and other electronic messages created, received, or stored on the Town's computer system except as in accordance with the law. Questions regarding the requirements of the Public Records Act, General Records Schedules, or Disposition Orders as they apply to specific files, documents or data should be directed to the employee's supervisor or the Town Administrator.

Only legally licensed software may be installed on the City's computers. Employees are prohibited from introducing software from any outside source on the Town's computer system without explicit prior authorization from their supervisor. Employees may be held responsible for any damage caused by using unauthorized software or viruses they introduce into the Town computer system. Software (including applications, demos, upgrades) shall not be copied or installed without the permission of the Town Administrator or Department Head. Virus protection software shall not be removed or disabled. Employees must follow Town guidelines for scanning all incoming communications and media. All data disks and files entering or leaving the Town should be scanned for viruses. Employees should log off of the network when they will be away from their desk for an extended period.

66

67 Transmission of electronic messages on the Town computer system shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence.

68 Prohibited Usages

69 Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening.

70 Communications of sexually explicit images or messages.

71 Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non-job-related solicitations during or after work hours.

72 Accessing Internet resources, including web sites and news groups, that are inappropriate in a business setting.

73 Any other use that may compromise the integrity of the Town and its business in any way.

74 **Nothing in this policy will be interpreted or applied in a manner that interferes with employee rights to organize, form, join, or assist labor organizations, to bargain collectively through representatives of their choosing to the extent allowed by law, or to engage in other concerted activities for the purpose of addressing the terms and conditions of employment.**

75 Public Records

76 Any written or recorded information that is produced or acquired by a Town employee during Town business is a public record, subject to Vermont's Public Records Act and may be covered by the State of Vermont's retention rules and disposition schedules for municipal records. Although the Town discourages the use of personal computers, devices, or accounts to conduct Town business (see Section 70, above), the use of a personal computer, device, or account does not prevent an otherwise public record from being subject to public inspection and copying. In the uncommon event that an employee uses their personal computer, device, or account to conduct Town business, the record created, sent, or received should be forwarded by the employee to the employee's Town computer system, or otherwise captured and retained as a Town record. All employees are required to respond in the manner prescribed by Vermont's Public Records Act regardless of where a Town public record may be stored. All

employees must provide any public records stored in their personal computers, devices, or accounts that are responsive to a public records request.

77 Eligibility for Benefits

78 Subject to the eligibility requirements of the insurance carriers, the Town offers group insurance and other benefit programs to its eligible full-time employees. Details about those benefits are available to employees at any time.

79 This Personnel Policy is not contractual in nature and does not guarantee any continuance of insurance benefits. The Town reserves the right to change insurance carriers, or to add, delete or amend insurance or other benefit programs in its sole discretion. The Town also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. The Town will endeavor to provide employees with advance notice of any change in the contribution rate.

80 Holiday Leave

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

- 82 New Year's Day (January 1)
- 83 Martin Luther King Jr.'s Birthday (3rd Monday in January) *
- 84 Presidents Day (3rd Monday in February)
- 85 Town Meeting Day (1st Tuesday in March)
- 86 Memorial Day (last Monday in May)
- 87 Independence Day (July 4)
- 88 Bennington Battle Day (August 16)
- 89 Labor Day (1st Monday in September)
- 90 Indigenous Peoples' Day (second Monday in October) *
- 91 Veterans' Day (November 11)
- 92 Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

93 Employees will receive holiday leave pay equal to the number of hours in the employee's regular workday on which the holiday falls, at the employee's

regular rate of pay. Holiday leave that is not actually worked by an employee will not be included in calculating overtime for that employee.

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

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

1. Holidays marked * may be used as a floating holiday and may be used with the prior authorization of the employee's department head.
2. Employees will have half a day (1/2) before Christmas and half a day (1/2) before New Years Day.
3. All municipal departments and offices shall observe any legal holiday which falls on a Saturday on the preceding Friday and any legal holiday which falls on a Sunday on the following Monday.
4. Full-time employees shall be compensated for holidays as though the employee worked an eight-hour day.

96 Vacation Leave

97 Full-time employees only.

98 Vacation leave accrual begins on the date of hire on a monthly basis. Probationary employees accrue vacation time but may not use it during the employee's probationary period. An increase in the annual rate of accrual of vacation leave will occur on the anniversary of the date of hire.

99 Full-time employees will receive vacation leave pay at the employee's regular rate of pay. Leave must be taken in a minimum of half-hour increments.

100 Employees are strongly encouraged to take an annual vacation.

101 Employees are expected to make a timely request and make a reasonable effort to schedule vacations in accordance with the needs of the Town. Requests for vacation should be submitted to the employee's supervisor as soon as possible but not less than one week in advance of the requested time off. **Supervisors shall consider the Town's priorities of business and office coverage before granting such a request. Vacation will be scheduled at the discretion of the Supervisor upon consultation with the employee.**

102 If an employee does not use all the employee's accrued vacation leave in one calendar year, the employee may carry unused, accrued vacation leave

forward to the next year up to a maximum of 40 vacation days. Any unused, accrued vacation leave that exceeds the amount carried forward will be forfeited.

103 An employee who resigns from employment with the Town will be compensated for unused, accrued vacation leave, with the exception that any employee who terminates during their probationary period will not be entitled to compensation for any accrued vacation time.

104 Accrual rates

105 [redacted] years of employment accrues at [redacted] days per month.

106 [redacted] years of employment accrues at [redacted] days per month.

107 [redacted] years of employment accrues at [redacted] days per month.

108 [redacted] years of employment accrues at [redacted] days per month.

109 Sick Leave

110 Definition

111 For the purposes of this Section of the Policy, the following definition shall apply: “eligible employee” means an employee or **an elected official of the Town** **who**: (a) is age 18 or older; (b) works an average of 18 or more hours per week during the year; and (c) is expected to work more than 20 weeks in a 12-month period. This definition includes newly hired employees and those who are still in their probationary period of employment. This definition does not include an individual who: (1) works on a per diem or intermittent basis; (2) works only when they indicate that they are available to work; (3) is under no obligation to

work for the Town; and (4) has no expectation of continuing employment with the Town.

112 Eligible employees earn one hour of paid sick leave for every **thirty-five hours** worked by that employee. Such leave will accrue to the employee based on the hours worked by that employee, including overtime hours worked.

113 The number of hours of leave that an eligible employee may accrue in a 12-month period is limited to 40 hours. **Highway earns more because of OT.**

114 The Town has no waiting period set for the use of accrued sick leave.

115 The Town sets no maximum on the amount of accrued sick leave that can be used within a calendar year.

116 Eligible employees may use paid leave in increments no smaller than 30 minutes.

117 An employee may use accrued sick leave for the purposes below:

118 The employee is ill or injured.

119 The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.

120 The employee cares for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to their long-term care.

121 The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence," "sexual assault," and "stalking" shall have the same meanings as in 15 V.S.A. § 1151.

122 The employee cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.

123 Employees are expected to notify their supervisor prior to the first hour of the workday or sooner if they are unable to report to work due to illness or injury. For all other permitted purposes, employees are encouraged to provide written notice as soon as practicable of the intent to use earned sick time and the expected duration of the employee's absence. Employees are encouraged to make

reasonable efforts to avoid scheduling routine or preventive health care or other appointments during regular work hours.

124 Compensation for the use of paid leave will be at the employee's regular rate of pay.

125 Use of this paid leave does not diminish the rights that an employee may have, if any, under the Vermont Parental Family Leave Act, 21 V.S.A. § 470.

126 If an employee does not use all their accrued sick leave in a 12-month period, the accrued, unused sick leave carries over into the next 12-month period.

127 The Town will not compensate eligible employees for unused, accrued sick leave at the time of separation from employment.

128 Bereavement Leave

129 Employees may be provided with up to three days of paid bereavement leave related to the death of a close family member, domestic partner, or member of an employee's household. The exact amount of time off is dependent upon the circumstances and subject to supervisor approval. For purposes of this policy, close family member is defined as the following: spouse, domestic partner, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt, uncle, niece, nephew, or parent-in-law.

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

who died or the employee's family, and the employee's level of responsibility in making funeral or other arrangements.

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

132 Parental and Family Leave

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

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

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

136 Short Term Family Leave

137 In accordance with 21 V.S.A. § 472a, eligible employees may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any 12-month period for the following purposes:

138 To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child, or ward who lives with the employee, such as a parent-teacher conference.

139 To attend or accompany the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse, or parent-in-law to routine medical or dental appointments.

140 To accompany the employee's parent, spouse, or parent-in-law to other appointments for professional services related to their care and well-being; or

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

142 The Town may require that leave (including vacation and personal leave) be taken in a minimum of two-hour segments. At the option of the employee, accrued paid leave may be used. Before taking leave under this section an

employee shall make a reasonable attempt to schedule appointments outside of regular work hours. An employee shall provide the Town with the earliest possible notice of the intent to take short term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency where the required seven-day notice could have a significant adverse impact on the family member of the employee.

143 Crime Victim Leave

144 In accordance with 21 V.S.A. § 472c, eligible employees who are crime victims may be entitled to take unpaid leave for the purpose of attending a deposition or court proceeding related to:

145 a criminal proceeding when the employee has a legal right or obligation to appear at the proceeding.

146 a relief from abuse, neglect, or exploitation hearing when the employee is the plaintiff.

147 hearings concerning an order against stalking or sexual assault when the employee seeks the order as plaintiff.

148 A “crime victim” is a person who has:

149 obtained a relief from abuse order against a family or household member.

150 obtained a court order against stalking or sexual assault.

151 obtained a court order against abuse of a vulnerable adult; or

152 sustained physical, emotional, or financial injury as the direct result of the commission or attempted commission of a crime or act of delinquency and is identified as a crime victim in an affidavit filed by law enforcement official with a prosecuting attorney. This also includes the victim’s child, foster child, parent, spouse, stepchild, or ward of the victim who lives with the victim, or a parent of the victim’s spouse, provided that the individual is not identified in the affidavit as the defendant.

153 At the option of the employee, accrued sick leave, vacation leave, or any other accrued paid leave may be used.

154 Leave of Absence Without Pay

155 A request to take unpaid leave from employment for the purpose of attending Town meeting, must be made at least seven days prior to the date of the town meeting. Such leave will be granted by the employee’s supervisor if it does not cause an interruption in the essential operation of town government.

156 Other requests for leaves of absence without pay for any reason other than those covered by federal, or state law must be submitted in writing to the employee’s supervisor and must set forth the purpose for which the leave is

requested. All leave requests must be for a definite period and include a specified date of return.

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

158 Military Leave

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

160 Civil Duty and Jury Leave

161 All employees entitled to vote in national, state, and municipal elections shall be allowed sufficient time off with pay to exercise this right. Approval of such leaves shall be given by the employee's supervisor.

162 The Town will compensate employees for their service as jurors or witnesses when their appearance is unrelated to their status as a Town employee at the employees' regular hourly rate. In accordance with 21 V.S.A. § 499, while serving as jurors or witnesses, employees will otherwise be considered in the service of the Town for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment.

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

164 Overtime and Compensatory Time Off

In accordance with the provisions of the federal Fair Labor Standards Act (FLSA), the Town compensates nonexempt employees at the rate of one and one-half hours for each hour worked more than forty hours in any workweek. Holidays, sick time, and vacation days do not count as hours worked for purposes of calculating either overtime or compensatory time eligibility. **Overtime Authorization.** No employee may work over forty (40) hours in a workweek without prior authorization of their Department Head or the

Selectboard. Acceptance of a directive to work overtime is considered a condition of employment. At the Department Head's or Selectboard's discretion, an employee's work schedule may be adjusted during a workweek to avoid overtime.

Exempt employees are not eligible for overtime; they are expected to work as many hours as required to perform the duties of the position.

Under certain circumstances, employees may receive compensatory time off in lieu of cash compensation for earned overtime.

Procedure for receipt of compensatory time off in lieu of cash payment.

- 165 Employees who wish to take time off, instead of receiving compensation for earned overtime must, *prior to the performance of the work*, have an agreement with their supervisor that the overtime will be compensated as time off instead of as cash.
- 166 Overtime for employees who have elected to be compensated with paid time off accrues at the same rate as the employee's regular rate of pay.
- 167 The employee's supervisor shall maintain documentation that the employee's election to receive compensatory time off in lieu of overtime pay was made *prior to the performance of the work*.
- 168 Employee's cannot be coerced or pressured into accepting compensatory time off instead of being paid for their overtime work.
- 169 At its sole discretion, the City may elect not to offer compensatory time off.
- 170 Accrued compensatory time off may be preserved, used, or cashed out consistent with this policy.
- 171 An employee receiving payment for accrued compensatory time off will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.
- 172 Upon termination from employment, an employee will be paid for unused comp time at a rate not less than the average regular rate of pay received by the employee during the last three years of employment or the employee's final regular rate of pay, whichever is higher.
- 173 An employee may accrue a maximum of 240 hours of compensatory time, after which overtime will be monetarily paid.

174

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

have sole discretion to grant or deny the request. Requests for use of comp time will not unreasonably be withheld.

29.2.1 Highway Department Call-In Pay. A permanent full-time or permanent part-time Highway Department employee shall receive call-in pay as follows:

1. Weekdays. For a weekday call-in after 3:30 p.m. and before 3:00 a.m. of the following day, the employee shall receive a minimum of four (4) hours of compensation at overtime rates for the call-in. If the employee works less than four (4) hours, but is called back during the same period, he/she will only be paid for the initial four (4) hours of call-in pay.
2. Weekends. For a weekend call-in, the employee shall receive a minimum of four (4) hours of compensation at overtime rates for the call in. If the employee works less than four (4) hours, but is called-in within 24 hours, he/she will only be paid for the initial four (4) hours of call-in pay.
3. Holidays. For a holiday call-in, the employee shall receive a minimum of four (4) hours of compensation at 2.5 times their regular hourly compensation for the call in. If the employee actually works more than four (4) hours.
4. Extended Call-Ins. For any call-in during which the employee works more than four (4) hours, he/she will be paid at the applicable call-in rate for all hours worked. Work assigned to a called-in employee must be reasonably related to the reason for the call-in.

29.3.1 Fire and Rescue Department Employee Salary Procedure

1. Minimum Call-In. Georgia Fire Department employees shall be paid a minimum of one hour, with fifteen-minute increments after one hour, for calls, approved training, and approved maintenance meetings.
2. Reporting in. Employees responding to a call shall notify the Incident Commander (IC) of arrival and departure times as soon as practicable. Failure to notify the IC will result in being paid only the one-hour minimum. If a call is cancelled prior to the employee's arrival, notice must be given to the department head or their designee within 24 hours of the call to be eligible for payment.
3. Time sheets. The IC shall enter employees' arrival and departure times on a time sheet, as well as the begin time (first tone) and end time (all equipment back in service or per IC) for the call.
4. Pay period. Paid training time will begin and end per the training officer or department employee in charge of the training. Payment to GFRD employees will be on a weekly basis. The payroll period begins on a Sunday and ends on Saturday. All time sheets for pay must be submitted to the department head (Chief for GFRD,) no later than the Sunday following the end of the payroll period. Approved timesheets are to be turned in to the Town Bookkeeper or their designee the following Monday. Payroll will then be processed that Monday and paychecks issued the following Thursday.
5. Rate of pay. Rate of pay for Georgia Fire and Rescue employees shall follow both State and Federal minimum wage laws. Officers shall be paid at a rate of \$2 per hour more than firefighters and regular GFR members. Employees of Georgia Fire and GFR attending approved training outside the Town of Georgia shall be paid an additional \$10.00 per day stipend provided the employee submits a training certificate to the Town Treasurer through the chain of command within two weeks of receiving it.

Amended by Georgia Selectboard at open meeting on January 8, 2018.

176 Section 30: Employment Harassment and Discrimination

177 The Town is committed in all areas to providing a work environment that is free from unlawful harassment and discrimination. Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, crime victim or veteran status, any other recognized basis protected under federal or state law, or against a qualified individual with a disability with respect to all employment practices ("Protected Bases"). Vermont law also prohibits discrimination based on sexual orientation, ancestry, HIV status, and place of birth. It is also unlawful to retaliate against employees or applicants who have alleged employment discrimination.

178 All employees, including supervisors, department heads, and elected officials are required to abide by this policy.

179 Harassment of one employee by another employee or by a supervisor is prohibited. Harassment means unwelcome conduct that is based on any of these Protected Bases. An employee who commits harassment will be subject to discipline up to and including immediate dismissal.

180 Examples of harassment include offensive jokes, gestures, slurs, epithets, or name calling, physical threats, intimidation, ridicule or mockery, insults or put downs, and offensive objects, pictures, or written materials. Simple teasing, offhand comments, or isolated incidents that are not serious are not illegal. To be unlawful, the conduct must be so frequent or severe that it creates a hostile or offensive work environment or results in an adverse employment decision (such as the victim being fired or demoted).

181 Any employee who believes they have been subjected to harassment, or to retaliation for having brought or cooperated with a complaint or an investigation of harassment, should report it promptly to a supervisor. If reporting to a supervisor is not possible, then a report should be made to the supervisor's supervisor or the Town Administrator.

182

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

184 All employees, including supervisors and other management personnel, are expected and required to abide by this policy. Employees who are found to have engaged in harassment may face disciplinary action up to and including

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

185 Employees may report harassment and file complaints with:

- 186 Their immediate supervisor, or
- 187 The Town administrator, or
- 188 Any member of the Town selectboard.

189 If the Town receives a complaint of harassment or discrimination or has reason to believe that harassment or discrimination has occurred, a prompt, thorough and impartial investigation will be conducted. Investigations will be conducted in a confidential and discrete manner to the extent possible. Complaints will be disclosed only to those necessary to thoroughly investigate and address the matter. If it is determined that unlawful harassment has occurred, the Town will take immediate and appropriate corrective action, and the offending employee shall be subject to discipline up to and including dismissal from employment. No person will be adversely affected in employment with the Town by reporting or filing a complaint of unlawful harassment or be retaliated against.

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



Civil Rights Unit
Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3657 (voice)
(888) 745-9195 (Toll Free VT)
(802) 828-3665 (TTY)
Fax: (802) 828-2154
Email: ago.civilrights@vermont.gov
Online: <http://ago.vermont.gov/about-the-attorney-generals-office/divisions/civil-rights/>

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

1 (844) 234-5122 (ASL Video)
Fax: 617-565-3196
Email: info@eeoc.gov
Online: www.eeoc.gov

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

192 Sexual Harassment

193 Sexual harassment in the workplace is illegal under federal and Vermont law and is strictly prohibited. The Town is committed to providing a workplace free from this unlawful conduct. All employees have the right to work without being subjected to insulting, degrading or exploitative treatment based on their

gender. It is against the policies of the **Town for any individual, male or female**, to sexually harass another individual in the workplace.

194 In accordance with 21 V.S.A. § 495h, the Town has adopted the following sexual harassment policy. Employees must read this policy and acknowledge they have done so.

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

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

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

- 200 either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors.
- 201 touching or grabbing a sexual part of an individual's body.
- 202 touching or grabbing any part of an individual's body after that party has indicated, or it is known, that such physical contact was unwelcome.
- 203 continuing to ask an individual to socialize on or off-duty when that person has indicated they are not interested.
- 204 displaying or transmitting sexually suggestive pictures, objects, cartoons, or posters if it is known or should be known that the behavior is unwelcome.
- 205 continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior.
- 206 referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior.
- 207 regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior.
- 208 retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.).

- 209 derogatory or provoking remarks about or relating to an employee's sex.
210 harassing acts or behavior directed against a person based on their sex.
211 off-duty conduct which falls within the above definition and affects the work environment.

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

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

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

**215 Employees may report or file complaints of sexual harassment or retaliation with: **

- 216 Their immediate supervisor; or
217 The Town administrator; or
218 Any member of the Town Selectboard.

219 If the Town receives a complaint of harassment or discrimination or has reason to believe that harassment or discrimination has occurred, a prompt, thorough and impartial investigation will be conducted. Investigations will be conducted in a confidential and discrete manner to the extent possible. Complaints will be disclosed only to those necessary to thoroughly investigate and address the matter. If it is determined that unlawful harassment has occurred, the Town will take immediate and appropriate corrective action, and the offending employee shall be subject to discipline up to and including dismissal from employment. No person will be adversely affected in employment with the Town by reporting or filing a complaint of unlawful harassment or be retaliated against.

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

Civil Rights Unit
Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001
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Fax: (802) 828-2154

Email: ago.civilrights@vermont.gov

Online: <http://ago.vermont.gov/about-the-attorney-generals-office/divisions/civil-rights/>

Equal Employment Opportunity Commission

JFK Federal Building

25 Sudbury Street, Room 475

Boston, MA 02203-0506

Tel: 1 (800) 669-4000 (voice)

1 (800) 669-6820 (TTY)

1 (844) 234-5122 (ASL Video)

Fax: 617-565-3196

Email: info@eeoc.gov

Online: www.eeoc.gov

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

222 Employee Discipline

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

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

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

hand. This means that severe discipline, up to and including termination, may be imposed in each situation at the Town's sole discretion.

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

227 The Town will normally adhere to the following progressive disciplinary process but reserves the right to bypass any or all steps of progressive discipline when it determines, in its sole discretion, that deviation from the process is warranted: (1) verbal warning; (2) written warning; (3) suspension (with or without pay); and (4) termination.

228 Employees are prohibited from engaging in the conduct listed below and be disciplined, up to and including termination, for doing so. This list has been established to provide examples of behavior that could result in discipline. . This list is not exhaustive.

229 Engaging in any illegal activity.

230 Refusing to do assigned work or failing to carry out the reasonable assignments of their Supervisor, the Town Administrator, or members of the Selectboard.

231 Being inattentive to duty, including sleeping on the job.

232 Falsifying a timecard or other record or giving false information to anyone whose duty is to make such record.

233 Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorization.

234 Conducting oneself in any manner that is offensive, abusive, or contrary to reasonable community standards and expectations of public employees.

235 Engaging in any form of discrimination or harassment including sexual harassment.

236 Misusing, misappropriating, or willfully neglecting Town property, funds, materials, equipment, or supplies.

237 Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or drugs when on the job or subject to duty. The only exception to this rule is use of a drug prescribed by a duly licensed health care provider, provided such use is in the manner prescribed and the employee is cleared to work while using such prescription drug.

Smoking or using smokeless tobacco within any Town-owned buildings, work areas or vehicles.

- 238 Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence.
- 239 Stealing or possessing without authority any equipment, tools, materials, or other property of the Town or attempting to remove them from the premises without approval or permission from the appropriate authority.
- 240 Marking or defacing walls, fixtures, equipment, tools, materials, or other Town property, or willfully damaging or destroying property in any way.
- 241 Failure to search for or disclose public records upon request.
Disclosing confidential information about the Town's business.
- 242 Willful violation of Town rules or policies.

243 Employee Termination Process

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

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

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

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

248 At the pre-termination meeting, the employee will be afforded an opportunity to present the employee's response to the reasons for termination. If the employee declines to attend the pre-termination meeting, the employee may

submit a written response to the pre-termination notice not later than the scheduled date of the meeting.

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

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

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

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

253 Severability

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

ADOPTED this ____ day of _____, 20__.

SIGNATURES of SELECTBOARD:

255 Attachment A: Personnel Acknowledgement

I, _____, acknowledge that:

- A. I received a copy of the Town's personnel policy on _____ and it is my responsibility to read it and familiarize myself with its contents.
- B. I understand that it is my responsibility to ask questions if there is anything in the policy that I do not understand.
- C. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Town.
- D. I understand that this policy replaces all prior versions, and that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or no reason, in whole or in part, at any time, with or without notice.

Employee's Signature

Date

256 Attachment B: Agreement by Independently Elected Officer to be Bound by Personnel Policy

This is a contract between the Selectboard of the Town of Georgia and _____, _____ (name & title) collectively referred to as "parties."

In exchange for the provision of benefits by the Town as follows:

Benefit: _____

Benefit: _____

Benefit: _____

Benefit: _____

Benefit: _____

Benefit: _____

_____ agrees to be bound by the provisions of the Town of Georgia Personnel Policy, except the provisions on Probationary Period, Performance Evaluations, Employee Discipline, and Employee Termination.

_____ agrees as follows:

- They have received a copy of the Town's Personnel Policy and understand that it is their responsibility to familiarize themselves with its contents.
- They have been given an opportunity to ask questions about said policy and have been provided with satisfactory information in response to those questions.
- They acknowledge that the Town reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or no reason, in whole or in part, at any time, with or without notice.
- They acknowledge that they understand the Town's personnel policy and agree that they will comply with all its provisions.

The parties agree that this shall not constitute a contract for employment.

If applicable, in addition to the above, they agree that their statutory assistant, who holds the position of _____ (position title), will also be subject to the Town's Personnel Policy except the provisions on Performance Evaluations, Discipline, and Termination, which do not apply to them. In return, said statutory assistant will receive benefits from the Town as follows:

Benefit: _____

Benefit: _____

Town of Georgia
Personnel Policy
Approved XX July 2020

Section 9. Item #D.

Benefit: _____

Benefit: _____

Benefit: _____

Benefit: _____

Entered this ____ day of _____, 20__

BY: _____
Independently Elected Official:

Chair, Selectboard:

Director of Public Works/Highway Foreman

Department: Public Works

Position Status: Regular, Full-

Time, Exempt

Reports to: Town Administrator

Definition:

The Director of Public Works/Highway Foreman is responsible for administering and directing the operations of the Town's Public Works Department. The Director formulates policies and coordinates activities in accordance with the general policies established by the Selectboard and by the Town Administrator. The Director of Public Works exercises discretion and independent judgment in the supervision of several unskilled, semi-skilled and supervisory maintenance and construction employees of the Highway Department, and Tree Warden. The Director of Public Works of the Town of Georgia is subject to all applicable policies, procedures, rules, and laws that apply to all other municipal employees of the Town of Georgia.

Distinguishing Characteristics

This position has overall responsibility for directing, managing, and supervising a wide range of public service activities including maintenance of roads, streets, parks, sidewalks, bridges, landscapes facilities and fleet maintenance; driveway permit review and issuance; storm water system design, function, and maintenance; weed abatement programs; capital improvement projects programs; development agreements; inspections; emergency management functions. The position is accountable for achieving programmatic goals and objectives and for ensuring that the community is provided with desired and mandated services in an effective, cost-efficient manner.

Essential Job Functions

Is responsible for the overall management of the Town's Public Works Department and may involve researching and implementing improvements to the operation of the departments in their charge; formulating policies, and coordinating activities in accordance with general policies established by the Selectboard and Town Administrator.

Duties may include, but are not limited to the following: Plan, organize, manage, lead, and direct the overall operations, maintenance, and repair of a variety of municipal services including, but not limited to, town roads and streets, parks, sidewalks, bridges, landscape, facilities, and fleet maintenance.

- Oversee Public Works function including review & issuance of driveway access permits, inspections, capital improvements project programs, and function as a member of the Town's Emergency Management Team.
- m Select, assign, train, direct, and evaluate subordinate staff; ensure and provide training and guidance for staff involved in various aspects of public works and related services; oversee and implement disciplinary personnel actions when necessary.
- Handle complaints from the public as received by phone, text, email, or at the Department directly.
- Communicate effectively with and keep the Town Administrator apprised of all Public Works activities and problems.
- Oversee project management for the construction of the municipal public works projects; oversee assigned projects to ensure contractor compliance with time and budget parameters for the project.

- Maintain regular contact with consulting engineers, construction project engineers, Town, County, Federal agencies, professional and technical groups and the public regarding department activities and services; attend meetings, conferences, and workshops as assigned.
- Develop, plan, and implement department goals and objectives in accordance with the core purpose, mission, vision, and values of the Town; develop, recommend, and administer policies and procedures; establish priorities; monitor the efficiency and effectiveness of Public Work products through quality control and related activities.
- Prepare, administer, and recommend the Department budget; analyze fiscal data to identify and project resource needs; obtain needed resources; develop strategies to increase Department funding; develop and monitor grant-funded programs; monitor and approve budget expenditures within Town policies and procedures.
- Coordinate assigned activities with Town officials, other Town departments, and outside agencies as appropriate; participate on committees and boards and in community activities as assigned; determines applicable codes, regulations, and requirements for assigned projects.
- Oversee the bidding of contracts, competency of contractors and vendors, and the selection criteria for public contracts.
- Integrate and direct department staff with required maintenance and repair of the Town's Public Works, administer and facilitate the Town's stormwater collection and discharge permit.
- Performs duty as a member of the Town's Emergency Management Team and regularly participates in training provided by the County, State, Federal agencies in preparation for unforeseen emergencies and disasters.
- Direct and/or participate in the preparation of complex statistical and narrative reports, correspondence, and other documents, including those required by law; make presentation to Town officials as required.
- Review legislation and ensure compliance with laws, regulations, statutes, and codes that impact department operations.
- Perform other duties as assigned.

Ability to:

- Select, lead, manage, supervise, evaluate staff, and provide for their training and professional development.
- Delegate authority for completion of tasks to subordinate staff.
- Inspire, motivate, and mentor municipal Public Works Department employees.
- Communicate effectively, orally and in writing.
- Represent the Town in a professional and positive manner.
- Work well under pressure, meeting multiple and sometimes conflicting deadlines.
- Prepare clear and concise reports, correspondence, and other written materials.
- Working knowledge of administration, training, OSHA Safety rules, and budgeting.
- Organize, direct, and coordinate the activities of the Public Works Department, including long term planning.
- Develop and/or implement service-related strategic plans, policies, and procedures.
- Analyze complex technical and administrative problems and evaluate alternatives, recommend solutions, and prioritize work.

Read and interpret laws & regulations regarding parks and public work projects.

- Establish and maintain cooperative working relationships with the Selectboard, town committees, commissions, administrative staff, and a variety of public and private organizations.

Functional Requirements:

Must be available for after-hour calls.

Special Requirements:

- Possess and maintain a valid Class A or B Commercial Driver's License.
- Possess a valid State Operator's license and maintain a clean driving record.
- Minimum of five years of increasingly responsible professional public works experience of which at least three years were in a supervisory capacity.
 - Minimum of three years' experience building and managing large and complex budgets.
- Knowledge of Microsoft Office products a plus.
- Experience designing, implementing, and administering safety policies for dangerous or complex operations.
- Formal leadership training is preferred.

Experience and Education Requirements:

Any combination of education, experience, and training that would likely provide the required knowledge, skills, leadership, and abilities necessary for satisfactory job performance is qualifying. Completion of Certificate Programs such as Project Management, Public Works Management, Public Works Supervision, Project Inspection, or Municipal Management, along with practical experience is desired.

Physical Requirements and Environmental Conditions:

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions on a case-by-case basis. Employee must be able to sit, stand, stoop, walk, lift, carry, climb, and perform other similar actions frequently throughout the workday. Applicants require sufficient mobility to work in an office and a field setting. Position requires continuous moderate or occasional heavy physical activity. Work involves exposure to hazardous substances, potentially dangerous situations, and unpleasant working conditions such as adverse weather conditions. The Director may operate both office and physical equipment used in the field and occasionally will transport materials and supplies weighing up to 75 pounds. Employee is required to travel to various locations; must be able to see in the normal visual range with or without correction with vision sufficient to read small print, computer screen, contracts, blueprints, and other printed documents; and must be able to hear in the normal audio range with or without correction.