

# Regular Meeting of the Dorset Select Board

## March 16, 2010 ~ Minutes

Present: Chris Brooks (Chairman), Marge Freed, Mike Connors, Michael Oltedal,  
Brad Tyler

Absent:

Also, present: R. Gaiotti (Town Manager), Seth Beauregard, Danny Pinsonault, Sandra  
Pinsonault

C. Brooks, Chairman, called the meeting to order at 7:00 p.m.

### Approve Minutes of February 23, 2010 and March 2, 2010

It was noted by M. Freed that in reference to discussion held under the Town Clerk heading on page 3, comments should not be recorded if the person has not been recognized by the Chairman. This should also be noted for future discussions.

R. Gaiotti corrected page 3 which listed 17½ hours for retirement benefits (VMERS) and should be listed at 24 hours as per State Statute (not less than 1040 hours annually). Correction to the amount of fees and stipend (\$12,000) listed as equal to \$9 per hour and \$18 per hour with benefits should read fees and stipend is equal to \$26 per hour and health benefits are additional per hour figured on 32 hours per week.

S. Pinsonault stated that this was not what her argument was based on – the \$9 (\$7.20) per hour was based on stipend only and the \$15-\$16 was stipend and insurance. M. Freed asked what the hourly rate was with the fees included and S. Pinsonault responded that the fees are flexible as you never know what they are going to be. She explained that her argument was based on what the cost to the Town is (stipend and insurance).

M. Oltedal moved and M. Connors seconded to approve the February 23, 2010 minutes as amended.  
Motion carried 4-0.

M. Oltedal moved and M. Connors seconded to approve the March 2, 2010 minutes as presented.  
Motion carried 4-0.

### Animal Control Officer

S. Beauregard requested that the Select Board consider issuing a written order allowing the Animal Control Officer to impose a \$125 penalty on dog owners for non-registered dogs after the April 1, 2010 deadline for license registration and also the ability to impound the dog when necessary. M. Freed noted that the Animal Control Ordinance has to be followed. S. Pinsonault explained that late payment of dog registrations after April 1<sup>st</sup> is \$12 for neutered/spayed dogs and \$18 for non-neutered/spayed dogs. She

cc: Listers, Planning, Zoning, Select Board, Town Clerk, T/C Record, Foreman, and School Board  
Copy Posted: Town Clerk's Office, S-Board Mtg Room, East Dorset & Dorset Post Office

suggested that the SB choose a date such as April 15<sup>th</sup> for charging the \$25 penalty allowed in the Animal Ordinance. S. Beauregard stated that licensing dogs is important especially when something happens as he can look up the dog license immediately to see if the dog has had its rabies shots. C. Brooks read the Animal Ordinance regarding penalties. It was the consensus of the Select Board to have R. Gaiotti write an order for pursue of non-licensed dogs for the Animal Control Officer.

### **Appoint 2010 Town Service Officer**

It was the consensus of the Select Board members to appoint Ellen Maloney as Town Service Officer for a one year term.

### **Review Sign Ordinance**

C. Schmelzenbach reported that he has drafted a new sign ordinance for review as the existing ordinance is outdated. R. Gaiotti noted that they had taken examples of other Towns' ordinances to create a suitable ordinance for Dorset which would be comprehensive. M. Freed asked how many signs would not be in compliance with the current ordinance and suggested inserting a date in the new ordinance so that all signs would eventually be in compliance. R. Gaiotti thought that existing signs would be grandfathered and the ordinance would cover any new signs. Discussion ensued regarding free standing signs and flush mounted signs; definition for charitable organizations; political signs which cannot be regulated; and time frame (dates) for holiday lighting. Section IX (E) ~ political signs is to be deleted. M. Freed requested a list of non-complying signs. D. Pinsonault commented that previously guidance was not given when applying for a sign. C. Brooks asked about needing a permit for repainting a sign and C. Schmelzenbach noted that this would be a good time to address any changes and clearly define what constitutes compliance. M. Freed asked if flush mounted signs and post signs can be 15 sf each and R. Gaiotti responded yes, but this was all open to discussion. C. Brooks noted that in the example of SSL & K, LLC's request for a sign, one lot is restricted to a 15 sf pedestal sign containing three different businesses and the ordinance now reads as one flush mounted sign in addition to the pedestal. He questioned if they would be 15 sf each or 5 sf each. S. Pinsonault asked what category the horse show banners would fall under in the new ordinance and C. Brooks suggested that it might fall under the ZA's discretion to extend the length of time for events. Discussion arose about the horse show falling under Section 8 (c) as a special event and possibly being grandfathered with M. Freed noting that this would not be in compliance and everyone needs to be treated the same. C. Brooks suggested that the ordinance could contain a statement giving exemptions after SB review for flexibility. S. Pinsonault asked about sandwich board signs as many restaurants in Dorset place this type of sign out every day. C. Brooks recommended addressing this under temporary signs.

B. Tyler moved and M. Oltedal seconded to approve the SSL & K, LLC sign as presented in the submitted sketch dated February 10, 2010 by Homestead Landscaping. Motion carried 5-0.

M. Connors stated that he thought that under Section VI (4) – Setbacks, the 7 foot setback from the traveled way or edge of pavement was too close. R. Gaiotti is to check with J. Hewes about the setbacks.

### **Personnel & Contracts**

S. Pinsonault stated that she has made changes to the draft agreement that she and R. Gaiotti worked on and handed out a new draft agreement (copies attached). The newer agreement heading was changed from Employment Agreement to Compensation Agreement as suggested by J. Barlow of the VLCT as

the Town Clerk is not an employee. Section 4 was changed from ten paid vacation days to 15 paid vacation days as the Town policy allows 15 days after five years of employment. M. Freed noted that the new agreement changed the employment status. Discussion covered item #12 – Extent of Service, listing office hours of not less than 150 hours per month and what would be the posted hours of operation (8:30 a.m. – 4:00 p.m.?) and item #13 – Dues and Subscriptions amount has to include the amount as listed in the budget. Item #14 – Termination to be changed to read: This agreement shall become null and void at the time in which Sandra Pinsonault is not re-elected or the end of her term. Items #16 – Conditions of Employment and #17 – Yearly Performance Review have been taken out of the newer agreement as S. Pinsonault noted she is not employee and is not subject to review. C. Brooks expressed that the new agreement has taken away the “purse strings” and S. Pinsonault responded that the “purse strings” is the budget. C. Brooks noted that if someone in the Town Clerk position is not meeting the standards of the office, there is no recourse with this agreement but to keep paying the compensation. C. Brooks felt that this agreement should be a template to be used for any Town Clerk who holds the position. S. Pinsonault stated that she had spoken to Jim Barlow and other Town Clerks about the new agreement and was following the guidelines of the Personnel Policy and the budget. She is comfortable with following everything, but felt the agreement would be null and void for the next person. M. Freed asked if the fees would be submitted to the Town on a weekly or monthly basis and S. Pinsonault replied that the statutes require not less than quarterly, but that she would submit the fees when the sheet is full. M. Freed questioned Item #12 – Extent of Services in the newer agreement as it excluded much of what was in the first agreement concerning hours and outside business activity. S. Pinsonault noted that Jim Barlow of the VLCT suggested the deletions in the document. M. Freed noted in Item #1 that the word *elects* should be changed to *appoints*. S. Pinsonault remarked that this was a one year contract which would be renegotiated every year. M. Oltedal suggested that under #9 references be made that the SB can change the type of health care policy in keeping with any budgetary decisions for health insurance. S. Pinsonault noted that under #15, it states that the agreement incorporates the Town’s personnel policy. The topic of bank accounts for State and Town fees arose with S. Pinsonault explaining that she keeps a separate account from the Town. R. Gaiotti is to try to get a financial opinion regarding a paper trail for fees. R. Gaiotti asked about accounting practices for interest received and S. Pinsonault noted that there was not much interest earned. C. Brooks recommended a review of the budget for the possibility of funding the agreement and tabling the discussion for further review.

M. Oltedal moved and M. Connors seconded to move to Executive Session at 8:35 p.m. to discuss contracts. Motion carried 4-0. Executive Session ended at 9:15 p.m. with no action taken.

### **Review Delinquent Tax Collection Policy**

R. Gaiotti presented a Delinquent Tax Policy for review noting that it includes the ability to use small claims court and/or tax sale proceedings to collect overdue taxes. M. Oltedal moved and M. Freed seconded to approve the Delinquent Tax Collection Policy as presented. Motion carried 4-0.

### **Finance Report**

R. Gaiotti reported that the finances stand at 72% and that he hopes to subsidize the Town newsletter with ads. Questions were asked about Town Meeting expenses; adding ballot printing to school expense; grant monies received for Town Office maintenance; marble sidewalk expense – Village Street; status of Riley Rink discussions; Town roads/overtime and salt/winter sand. M. Freed suggested that a Committee be formed to set up an event for the Bicenquingenary Celebration.

### **Manager's Report**

R. Gaiotti informed the Board that he attended a Southwest Vermont Municipal Association meeting regarding bulk purchasing and there will be another meeting in April. Membership in this group does not obligate the Town to make purchases.

Bid documents are being created for equipment purchases and paving projects along with Class II highway grant applications being worked on.

Letters have been drafted and will be mailed informing Board members of term expiration. C. Brooks noted that two members need to be appointed to the Planning Commission. M. Freed suggested staggering years for term expirations.

A recreation flyer describing programs available for the 2010 summer season is being produced. M. Freed suggested giving the flyer out with the School newsletter. R. Gaiotti is to send out a weekly email update every Friday.

### **Liquor Licenses**

M. Connors moved and M. Oltedal seconded to adjourn as the Select Board and convene as the Liquor License Board at 9:45 p.m. Motion carried 4-0.

It was the consensus of the of the Liquor License Board to sign the licenses for H. N. Williams and the Dorset Inn and ask for clarification for the Barrows House application.

M. Connors moved and M. Freed seconded to adjourn as the Liquor License Board and re-convene as the Select Board at 9:40 p.m. Motion carried 4-0.

### **Approve Payroll & Accounts Payable for the Week of 3/2/2010**

It was the consensus of the Select Board to approve the Payroll & Accounts Payable for the Week of 3/2/2010 as presented.

### **Other**

- It was the consensus of the Select Board to sign the Annual Financial Plan for Highways for the State as presented.
- M. Connors brought up the subject of widening Route 30 near the Post Office and R. Gaiotti is to review the 2002 planning study regarding this. C. Brooks suggested checking for Stone Valley Scenic Byway funds.
- Select Board meeting schedule has been set for April 27, 2010 and May 25, 2010. R. Gaiotti noted that the Public Hearing by the Planning Commission for the Bylaw amendment for cell towers will be held on March 30<sup>th</sup> and the SB Public Hearing should be April 27<sup>th</sup>.

M. Freed moved and M. Connors seconded to adjourn the meeting at 10:04 p.m. Motion carried 4-0

Respectfully submitted,

Nancy Aversano

Dorset Select Board Meeting

Date: March 16, 2010

Regular

Special

Please Print Name & Address	
1.	Danny Pinsonault East Dorset Vt.
2.	Sandra Pinsonault Dorset Town Clerk
3.	Seth Beauregard Dog Catcher Dorset
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**(DRAFT/WORKING) EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between the Town of Dorset, acting by and through its Board of Selectmen, a municipal corporation organized and existing under the laws of the State of Vermont, and SANDRA PINSONAULT whose address is 1665 Route 7 East Dorset, Vermont, 05253.

WHEREAS, the Town of Dorset acting through its Selectmen desires to reach an employment agreement with SANDRA PINSONAULT AS ITS Town Clerk; and

WHEREAS, SANDRA PINSONAULT desires to accept an employment agreement with the Town of Dorset upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **EMPLOYMENT:** Pursuant to 24 V.S.A. 1232, the Town of Dorset hereby appoints SANDRA PINSONAULT to the position of Town Clerk and SANDRA PINSONAULT accepts such appointment upon the following terms and conditions.

2. **TERM:** The term of this Agreement shall be through June 30, 2011 and shall be effective from July 1, 2010.

3. **COMPENSATION:** For all the services rendered by the Town Clerk under its Agreement, the Town of Dorset is paying the Town Clerk an annual salary of \$45,000 effective from July 1, 2010 through June 30, 2011, which salary is paid in weekly installments in arrears.

4. The Town Clerk shall be entitled to ten (10) paid vacation days annually. The Town Clerk shall advise the Town Manager at least 10 days in advance of intended vacation of two days or more.

5. The Town Clerk shall be paid for up to five bona fide sick/personal days per year.

6. Vacation days not used, up to Ten (10) days, will be paid on or immediately following the close of the calendar year period of the contract (December 31, 2010) at the current per diem rate. There shall be no other compensation or accrual for unused vacation.

7. Holidays shall be in accordance with any adopted Town Policy.

8. As a retirement benefit: The Town will make its statutorily required contribution to the Vermont State Municipal Employees' Retirement Fund.

9. **HEALTH CARE.** A health plan currently Cigna HDHP 1500/3000 Health Plan shall be available with 2-person coverage, premium to be paid by employer subject to employee contributions as determined by Selectboard. A dental plan currently with Northeast Delta Dental shall be available with family coverage, premium to be paid in full by employer.

10. Any additional expense associated with this Contract including, but not by way of limitation, State and Federal taxes shall be the responsibility of the Town Clerk.

11. DUTIES:

The Town Clerk shall run local elections and certify the results to the Secretary of State.

The Town Clerk shall manage all of the town's public records, records all public documents, including maps, plats, mortgages, liens and records of land transactions, and forwards property transfer tax returns and tax money to the State.

The Town Clerk shall allow all files and records maintained, be available for public inspection upon proper request at all reasonable hours.

The clerk issues dog licenses, marriage licenses, fish and game licenses (if he or she wishes) and any other municipal license that might be required.

The Town Clerk is a voting member of the board of civil authority and certifies the grand list. The clerk has the power to administer oaths in all cases in which an oath is required. The clerk is an *ex officio* notary public.

The clerk may be authorized to renew motor vehicle, snowmobile or motorboat registrations.

The Town Clerk shall collect the proper FEES for rendering the aforementioned services; all FEES collected will be submitted not less than (weekly/monthly) to the Town Manager's Office. The Town Clerk shall keep a recording of said services and present it to the Board of Selectmen on a monthly basis.

12. EXTENT OF SERVICES: The Town Clerk shall devote her full time, attention and energies in the performance of her duties and shall not, during the term of this Agreement, be engaged in any other business activity during normal working hours without first informing and obtaining the consent of the Board of Selectmen. It is the Town Clerk's intent to supplement her income with other activities or employment but she shall advise the Selectmen of her activity in advance. The Town Clerk shall post regular office hours and dedicate not less than 150 hours per month to her responsibilities as Town Clerk.

13. DUES AND SUBSCRIPTIONS. The Town agrees to pay the professional dues, subscriptions and expenses of the employee necessary for continuation and full participation in regional, state, and local civic and cultural associations and organizations, including the International Clerks & Treasurers Association, necessary and desirable for continued professional participation, growth and advancement and for the good of the Town as recommended by the employee, subject to the approval of the Selectmen.

14. (u.) Subject to the advance approval of the Board of Selectmen, the Town hereby agrees to pay the travel, including vehicle/mileage expense, and subsistence expense of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions of the Town, including but not limited to: the annual conferences of the New England Clerk's Institute, the Vermont Town Clerks & Treasurers, and such other regional, state and local government groups and committees thereof on which the Employee serves as a member.

(b.) Subject to the advance approval of the Board of Selectmen, the Town also agrees to pay for the travel and subsistence of the Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Town.

(c.) The Employee shall furnish the Selectmen with vouchers for all expenses for which reimbursement is sought under this section.

15. AGREEMENT TO ARBITRATE vs. TERMINATION EXPECTATIONS ?

16. CONDITIONS OF EMPLOYMENT. This AGREEMENT shall incorporate by reference the TOWN'S Personnel Policies which are currently in effect, and all subsequent revisions of said Policies, adopted by the TOWN pursuant to 24 VSA 112L. It is understood by both parties that these policies are subject to modification from time to time. The Town Clerk agrees that she will be bound by any such modifications. It is the understanding of both parties that the Town Clerk shall be entitled to receive all applicable benefits contained in the aforementioned policies.

a. The Town Clerk's Office shall be included in the annual outside audit of the Town finances. The Board of Selectmen agree to pay for the annual audit.

17. The Town Clerk and the Board of Selectmen shall meet not less than 90 days in advance of the conclusion of the first year of this Contract to review the yearly performance of the Town Clerk as measured against the previous years' goals and to consider subsequent yearly goals and the overall job performance of the Town Clerk. Any amendments in the terms and provisions of the Agreement shall be reduced to writing and signed by the parties.

Dated at Dorset, in the County of Bennington, State of Vermont this \_\_\_\_ day of \_\_\_\_\_, 2010.

By: SELECTBOARD, TOWN OF DORSET

Christopher Brooks, Chairman \_\_\_\_\_  
Margery Freed, Vice Chairman \_\_\_\_\_  
Brad Tyler \_\_\_\_\_  
Michael Otedal \_\_\_\_\_  
Michael Connors \_\_\_\_\_

- **Town Clerk Employment Agreement Discussion:**
- \$45,000 Salary
- \$7,400 Assistant Clerk
- Employee Healthcare (HDHP H.S.A. 1500/3000 + Dental), contributions as directed by the Selectmen
- (10) paid holidays
- Training
- Hours: 8:30am - 4:00pm (Monday - Friday)
- Annual Audit
- All Fees to Town: all fees turned directly into Town (weekly)

## COMPENSATION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_, 2010 by and between the Town of Dorset, acting by and through its Board of Selectmen, a municipal corporation organized and existing under the laws of the State of Vermont, and SANDRA PINSONAULT whose address is 1665 Route 7 East Dorset, Vermont, 05253.

WHEREAS, the Town of Dorset acting through its Selectmen desires to reach a compensation agreement with SANDRA PINSONAULT AS HIS Town Clerk; and

WHEREAS, SANDRA PINSONAULT desires to accept a compensation agreement with the Town of Dorset upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. EMPLOYMENT: Pursuant to 17 V.S.A. 2640, the Town of Dorset hereby elects SANDRA PINSONAULT to the position of Town Clerk and SANDRA PINSONAULT accepts such position for a term of three years following each election and to the following terms and conditions.

2. TERM: The term of this Agreement shall be through June 30, 2011 and shall be effective from July 1, 2010.

3. COMPENSATION: For all the services rendered by the Town Clerk under its Agreement, the Town of Dorset is paying the Town Clerk an annual salary of \$45,000 effective from July 1, 2010 through June 30, 2011, which salary is paid in weekly installments in arrears.

4. The Town Clerk shall be entitled to fifteen (15) paid vacation days annually. The Town Clerk shall advise the Town Manager at least 10 days in advance of intended vacation of two days or more.

5. The Town Clerk shall be paid for up to five bona fide sick/personal days per year.

6. Vacation days not used, up to Ten (10) days, will be paid on or immediately following the close of the calendar year period of the contract (December 31, 2010) at the current per diem rate. There shall be no other compensation or accrual for unused vacation.

7. Holidays shall be in accordance with any adopted Town Policy.

8. As a retirement benefit; The Town of Dorset will make its statutorily required contribution to the Vermont State Municipal Employees' Retirement Fund.

9. HEALTH CARE. A health plan currently Cigna HDHP 1500/3000 Health Plan shall be available with 2-person coverage, premium to be paid by employer subject to employee contributions as determined by Selectboard. A dental plan currently with Northeast Delta Dental shall be available with 2-person coverage, premium to be paid in full by employer.

10. Any additional expense associated with this Contract including, but not by way of limitation, State and Federal taxes shall be the responsibility of the Town Clerk.

11. DUTIES: The Town Clerk shall run local elections and certify the results to the Secretary of State.

The Town Clerk shall manage all of the town's public records, record all public documents, including maps, plats, mortgages, liens and records of land transactions, and forwards property transfer tax returns and tax money to the State of Vermont.

The Town Clerk shall allow all files and records maintained, be available for public inspection upon proper request at all reasonable hours.

The Town Clerk issues dog licenses, marriage licenses, fish and game licenses (if she wishes) and any other municipal license that might be required.

The Town Clerk is a voting member of the Board of Civil Authority and certifies the grand list. The Town Clerk has the power to administer oaths in all cases in which an oath is required. The Town Clerk is an *ex officio* notary public.

The Town Clerk may be authorized to renew Department of Motor Vehicle registrations.

The Town Clerk shall collect the proper FEES for rendering the aforementioned services; all FEES collected will be submitted not less than monthly to the Town Manager's Office. The Town Clerk shall keep a recording of said services and submit it to the Board of Selectmen on a monthly basis.

12. EXTENT OF SERVICES: The Town Clerk shall post regular office hours and dedicate not less than 150 hours per month to her responsibilities as Town Clerk. § 20 - 4.03 PM

13. DUES AND SUBSCRIPTIONS. The Town agrees to pay the professional dues, subscriptions and expenses of the employee necessary for continuation and full participation in regional, state, and local civic and cultural associations and organizations, including the International Institute for Municipal Clerks, necessary and desirable for continued professional participation, growth and advancement and for the good of the Town as recommended by the employee.

(a.) The Town of Dorset hereby agrees to pay the travel, including vehicle/mileage expense, and subsistence expense of the Town Clerk for professional and official travel, meetings and occasions adequate to continue the professional development of the Town Clerk and to adequately pursue necessary official and other functions of the Town, including but not limited to, the annual conferences of the Vermont Municipal Clerks & Treasurers Association, New England Municipal Clerk's Institute, and the Vermont Town Clerks & Treasures, and such other regional, state and local government groups and committees thereof on which the Employee serves as a member.

(b.) Subject to the advance approval of the Board of Selectmen, the Town also agrees to pay for the travel and subsistence of the Town Clerk for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Town.

(c.) The Town Clerk shall furnish the Selectmen with vouchers for all expenses for which reimbursement is sought under this section.

14. TERMINATION: This Agreement shall become null and void at the time in which Sandra Pinsonnault does not seek re-election or is not re-elected. *— end of term or is not re-elected*

15. CONDITIONS OF AGREEMENT: This AGREEMENT shall incorporate by reference the TOWN'S Personnel Policies which are currently in effect, and all subsequent revisions of said Policies, adopted by the TOWN pursuant to 24 VSA 1121. It is understood by both parties that these policies are subject to modification from time to time. The Town Clerk agrees that she will be bound by any such modifications. It is the understanding of both parties that the Town Clerk shall be entitled to receive all applicable benefits contained in the aforementioned policies.

(a.) The Town Clerk's Office shall be included in the annual outside audit of the Town finances. The Board of Selectmen agrees to pay for the annual audit.

Dated at Dorset, in the County of Hennington, State of Vermont this \_\_\_ day of \_\_\_, 2010.

By: SELECTBOARD, TOWN OF DORSSET

Christopher Brooks, Chairman \_\_\_\_\_  
Margery Freed, Vice Chairman \_\_\_\_\_  
Brad Tyler \_\_\_\_\_  
Michael Oltedal \_\_\_\_\_  
Michael Connors \_\_\_\_\_