



TOWN OF MIDDLEBURY

Board of Selectmen

RECEIVED FOR FILING
June 6 2023 at 3:00 pm
TOWN CLERK'S OFFICE
MIDDLEBURY, CT

MINUTES

Special Meeting of the Board of Selectmen

June 1, 2023 – 4:00 p.m.

Town Hall Conference Room

Brian M. Beaulieu
TOWN CLERK

Start – 4:04 p.m.

End - 4:54 p.m.

Present:

Edward B. St. John, First Selectman
Elaine Strobel, Selectman
J. Paul Vance, Selectman
Dana D'Angelo, Town Attorney
Marj Needham, Middlebury Bee Intelligencer
Liana St. Germain, Recording Clerk

Also Preset:

Dr. Robert Rafford- Middlebury Municipal
Historian
Sue Healy

Call to Order with Pledge of Allegiance

The meeting was called to order by the First Selectman at 4:04 p.m. with the Pledge of Allegiance.

Approval of May 15th, 2023 Meeting Minutes

First Selectman Edward B. St. John MOTIONED to approve the May 15th, 2023 minutes SECONDED by Selectman Elaine Strobel. Selectman Vance abstained due to not yet being a Selectman.

Tax Rebates

Stephen J. Libero - \$214.44

First Selectman St. John has requested this rebate take its usual course, SECONDED by Selectman Vance. Unanimous approval.

Resignation

None

Re-Appointments

First Selectman St. John MOTIONED to re-appoint Brendan Browne (R) as an alternate to the Board of Finance, SECONDED by Selectman Strobel. Unanimous approval.
Term back dating 09/21/2022 to 09/21/2024

Selectman J. Paul Vance MOTIONED to re-appoint John M. Moriarty Jr. (D) as an alternate to the Board of Finance, SECONDED by First Selectman St. John. Unanimous approval.
Term 03/06/2023 to 03/06/2025

Discussion and Consideration

Sale of Property on Artillery Road –

First Selectman St. John has a long history with this and has requested that Attorney Dana D'Angelo review this from the beginning for Selectman Vance as this is his first meeting. Attorney D'Angelo explains that any time the town wants to buy, sell or lease property, it is subject to Connecticut Statute §8-24. This means it first goes to the Board of Selectmen (BOS). The BOS then refers to the Planning and Zoning Commission. It is part of their planning, not their zoning, to give a vote on whether they think it is consistent with their plan of conservation development or not. It is an advisory vote; it's not binding, and it then comes back to the BOS, and at that point, a discussion will be had to have it scheduled for a Town Meeting. No Property can be purchased, sold, or leased without a Town Meeting. Attorney D'Angelo now goes into explaining the Artillery Road property. The Town of Middlebury owns the property. It is a restricted property. It has to be open space property, has simple walking paths, and has the monument designation. Mr. Janesky made an offer to the town to purchase that property. First Selectman St. John noted that Mr. Janesky is the adjoining property owner. The original owner was Ralph Carpinella. When Rochambeau Realty subdivided the property at the First Selectman's request, it was asked to give the Town ownership of the monument area, to which they agreed. Through the years, the property has since been sold. Now Mr. Janesky owns multiple pieces of property, and Mr. Janesky's offer to purchase the land only came about due to Robert Rafford's efforts to relocate the monument. It was found that the sight is inadequate for public access. Before any decisions were made on selling the land, it was sent to the Historical Society Board of Directors to be voted on. After months of research and discussion, it was decided that a monument would be placed at Meadowview Park. Attorney D'Angelo stated that the Historical Society held another vote with a new recommendation that the monument remains but be closer to the road and that there be an easement granting the public perpetual rights to access the monument, and that funds made from the sale be used towards the creation of the new monument for Meadowview Park. First Selectman St. John stated that for the town to sell the property, an independent appraisal of the property needed to be done, and this property was appraised for \$ 175,000. Once the appraisal came through, the Board decided it should reach out to the other abutting property owners if they were interested in purchasing the property, which neither did. Mr. Janesky has agreed to the appraisal and the conditions the Historical Society has required. First Selectman St. John also noted that once a property has been marked open space, it will always be retained as so, even if the property is sold. First Selectman St. John asked if Dr. Robert Rafford wanted to say anything. Dr. Robert Rafford stated that the Historical Society wants to revere the monument, it has been there since 1904, but at present and for many years, it has been inaccessible. It once stood right off the road. Breakneck Hill Road used to continue straight west, and when the monument was put there in 1904, it was right off the road. But that road was discontinued many years ago. The monument present day is about 600 feet into the woods. It's about an eighty-five-foot climb. The terrain has fallen trees, erosion, and many other barriers to get to the monument. Due to these many obstacles, most of the residents in town don't know it's there, and others stopped visiting because of the difficulty in getting to it. They would like to honor the monument and bring it closer to the road, which Mr. Janesky has agreed to. The new monument hopefully will be a tangible reminder of the historical facts of Rochambeau.

First Selectman St. John MOTIONED;

BE IT RESOLVED:

The Board of Selectman of the Town of Middlebury refers the sale of property known as Artillery Road and Map 5 Block 8 Lot 259 to the Middlebury Planning and Zoning Commission in accordance with Connecticut General Statute §8-24.

SECONDED by Selectman Strobel. Unanimous approval.

Set Bond for 80 Turnpike Drive –

First Selectman St. John reads town engineer John Calabrese's letter for 80 Turnpike Drive. (See attached)

The estimate is proposed to be \$30,879.20 for Sediment and Erosion Control, Landscaping, and Restoration Work.

The Board of Selectmen can approve the bond being set at \$30,879.20.

First Selectman St. John MOTIONED to approve the bond for 80 Turnpike Drive for Sediment and Erosion Control, Landscaping, and Restoration Work, for \$ 30,879.20 SECONDED J. Paul Vance. Unanimous approval.

Approval of Employee Handbook –

First Selectman St. John MOTIONED to approve the employee handbook with the code of ethics outlined as requested by the Board of Selectmen SECONDED by Selectmen Strobel. Unanimous approval. (see attached)

Approval of Pay Plan –

First Selectman St. John MOTIONED to approve the pay plan pursuant to the budget approval SECONDED by J. Paul Vance. Unanimous approval. (see attached)

Reschedule Monday, July 3rd, 2023, Meeting

The regularly scheduled meeting for July 3rd will be canceled.

Tunnel Art Project – Sue Healy

Ms. Healy brought several paintings to showcase what she has done and can do. Ms. Healy proposes painting on the concert wall at Rt 188 and Rt 64 intersections. Phase one will be on the tunnel side that faces Vyne. The other side already has stonework, the old cart, and a picture of the old blacksmith shop. The second phase down the line may be to do inside the tunnel. The proposal is to make it look like two postcards. (see attached)

One of the postcards is the old station that was at the old trolley tracks at Lake Quassapaug, and it ran from Waterbury to Lake Quassapaug. The postcard is dated 1910.

Ms. Healy proposes using the Town's Logo and explaining the trolley's history on the flip side of the postcard.

The second postcard will be a picture of Fenn's Pond and Farm. The Pond and Farm are iconic scenes and part of our town. On the flip side of this postcard, Ms. Healy will have the history of Fenn's farm and pond and a map of where the walkway goes.

Ms. Healy states that the Greenway Committee members approached her regarding this project to beautify the Greenway.

\$3,000 has already been donated for this project. It isn't easy at this time to come up with a rough estimate as to how much the total cost that this project will cost. The walls need to be power washed, and you need three to four days to be completely dry. Then the walls need to be primed and sealed. The entire wall will be painted. If possible, Ms. Healy requests the town to put in 2 spotlights. To one be able to see the paintings even at night but also to cut down on the possibility of vandalism.

Attorney D'Angelo stated that we only have an easement for the Greenway. We do not own the land underneath. Attorney D'Angelo says they must determine if the property is owned by Vyne or the CT Department of Transport. Marj Needham states she is concerned by our bird population, which is dropping drastically. One issue is lighting at night with migration and causing birds to crash into things.

The Greenway Committee requested a quote from Ms. Healy, who stated that when she painted three dining room walls in a private residence, she charged \$7,000.

So, Ms. Healy quoted \$7,000, thinking she'll use the same amount in paint and brushes.

The Garden Club gave the Greenway Committee \$1,500 when they disbanded. Ms. Healy believes Vyne Restaurant would donate as well.

Ms. Healy questioned if we had an Art Organization, as Marj Needham explained at a special meeting held by the Chairman Terry McAuliffe of the Economic Development Commission and the Beautification Committee, and it was mentioned during that meeting that it would be nice to have an Art's Council of some sort. Marj also noted to Ms. Healy that her name had been mentioned for said Committee is started. Ms. Healy went on to state her educational background. She has a Master's in Art, a degree in Education. She has taught every grade level in art. Her husband was in the service, so she traveled and taught soldiers and their families in Germany.

Selectman Strobel asked Ms. Healy what she was asking for from the BOS. Ms. Healy stated she wanted the town to put in the lighting. One of the women on the Greenway Committee said her husband would be power washing the area. What will also be needed is for the cement to be sealed. Ms. Healy requested if our Tow D.P.W. could handle this. First Selectman St. John stated that is something the town contracts out. Ms. Healy acknowledged and noted that this would then be an added cost to the budget for this project.

First Selectman St. John noted that as far as the whole concept, the Board has no reservations, but if this is going to be a Greenway Committee Project, they need to be engaged and have them all involved. Sit down with the Chairman and devise a game plan and how things will proceed for this project.

Public Comments

Dr. Robert Rafford asked about the windows taken off the Historical Society building. First Selectman St. John stated he spoke with Peter Vaccarelli today, and it is all set. The town has a certain amount to deal with. It was not anticipated to spend a quarter of a million dollars on the Historical Building as part of the Capitol Project. And they're not done. The crews are back there to reseal all the siding and clean it all. The building needed a new roof. The building also required much woodwork updated due to deterioration. First Selectman St. John noted that this old building takes much maintenance.

Marj Needham questioned the eyebrow windows on the building and why they were taken out when the roof was redone. First Selectman St. John stated they are very complicated. They were an intricate

MINUTES – BOARD OF SELECTMEN MEETING

Monday, June 1, 2023, at 4:00 pm

Page 5

part of the roof, very uncommon. There wasn't enough money to put them on the roof, but they can always be added back later once they have money in the budget.

Executive Session

None

Adjournment

Selectman Elaine Strobel MOTIONED to ADJOURN the meeting at 4:54 p.m.; SECONDED by First Selectman Edward B. St. John. Unanimous approval.

The next meeting is slated for Monday, June 19, 2023, at 4:00 p.m.

These minutes are submitted subject to approval.

Respectfully Submitted,

Liana St. Germain

Recording Clerk

RESOLUTION

Regarding the sale of 5.73 acres of property known as Artillery Road, Map 5 Block 8 Lot 259 to Lawrence M. Janesky, Trustee

After review of the Warranty Deed, appraisal, assessor card, Resolution of the Board of Directors of the Middlebury Historical Society, Inc. and other supporting documentation at the Board of Selectman meeting of June 1, 2023, the Board of Selectman of the Town of Middlebury moves to refer the sale of property known as Artillery Road and Map 5 Block 8 Lot 259 to the Middlebury Planning and Zoning Commission in accordance with Connecticut General Statute §8-24.

Therefore,

BE IT RESOLVED:

The Board of Selectman of the Town of Middlebury refers the sale of property known as Artillery Road and Map 5 Block 8 Lot 259 to the Middlebury Planning and Zoning Commission in accordance with Connecticut General Statute §8-24.

Dated June 1, 2023

The Rochambeau Memorial Project

The Middlebury Historical Society, Middlebury, Connecticut

March 2023 Update

Background

The Rochambeau Monument in Middlebury, Connecticut, right, was erected near the top of Breakneck Hill by the American-Irish Historical Society on June 27, 1904. The project was directed by Dennis H.

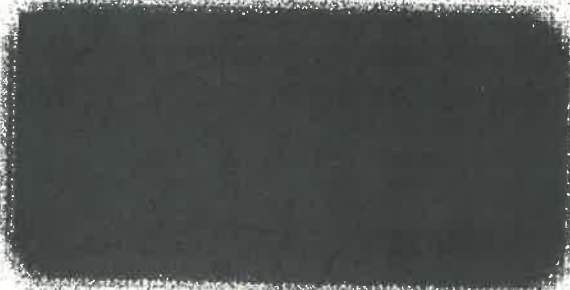


Tierney (1846-1916) of Waterbury, to honor Rochambeau's French Army, which contained many Irish soldiers and officers. The site is located off Artillery Road near its intersection with Breakneck Hill Road. It reads, "



On June 27, 1781, the French Army, composed of 450 officers and 5,300 men, led by 55-year-old General Jean Baptiste Donatien de Vimeur, comte de Rochambeau, encamped on Breakneck Hill

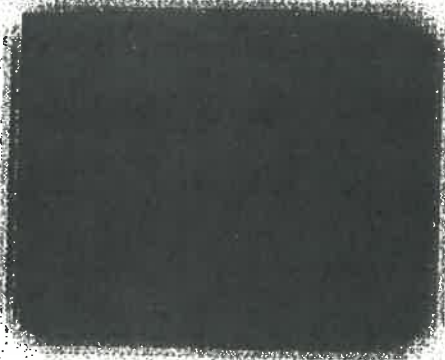
on their march from Newport, Rhode Island, to Yorktown, Virginia. The army encamped there again in October 1782, on their march back to Newport and Boston for the voyage home. The image at left is from the original French Army map of the camp at "Break Neck" (Middlebury).



On October 19, 1781, the combined forces of the Continental Army under General George Washington, the Marquis de Lafayette, the French Navy under Admiral François Joseph Paul de Grasse and General Rochambeau's troops fenced in the British forces at

Yorktown, commanded by General Charles Cornwallis, and forced them to surrender. Victory at that one battle sealed the five-year war for independence from Great Britain, and a new nation was born.

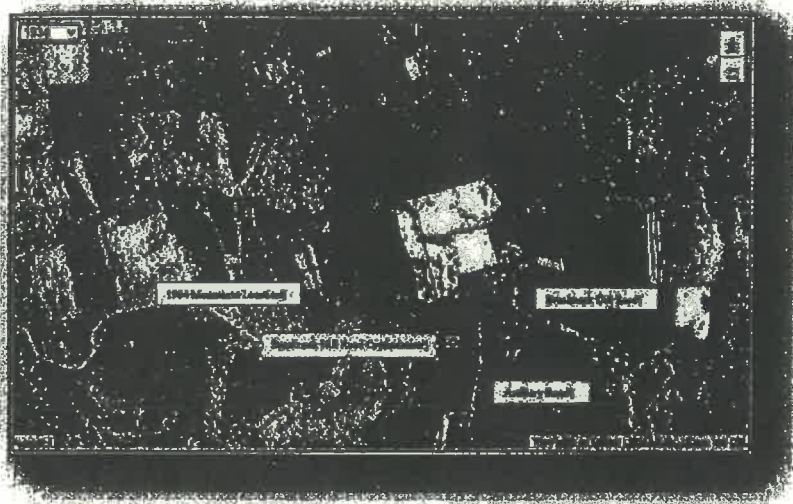
Middlebury's encampment site is so vital because it is the only one on the 700-mile marching route that has remained intact since the time of the encampment over 240 years ago. The image at right shows the undisturbed field atop Breakneck Hill in Middlebury today.



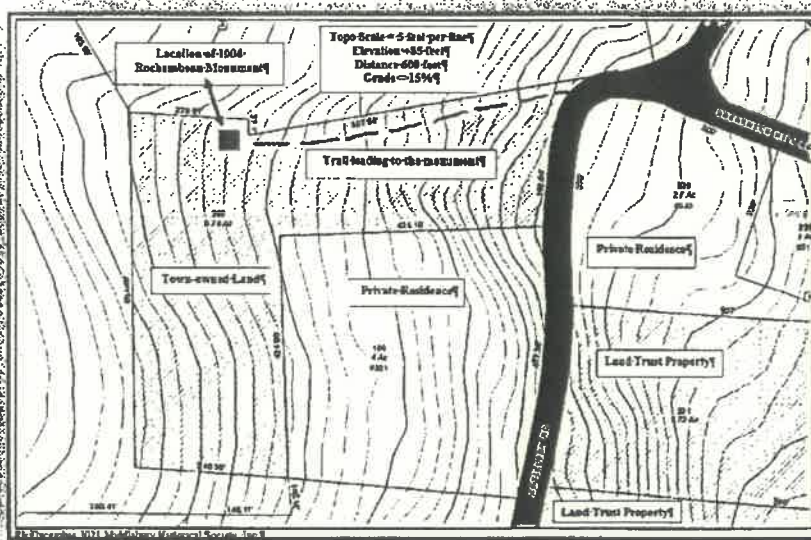
The Rochambeau Memorial Project

The Middlebury Historical Society, Middlebury, Connecticut

Below: In 1904, when the monument was dedicated by the American-Irish Historical Society, Breakneck Hill Road continued westward past its intersection with Artillery Road. Today, the road takes a sharp turn to the north, and the road going past the monument was discontinued after the 1930s.

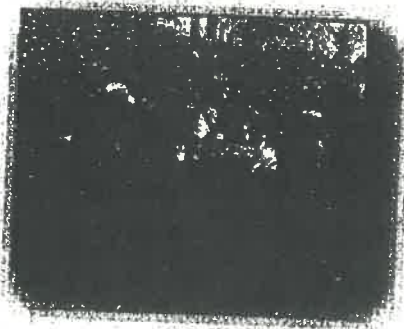


Below: The present monument (blue square) sits in a 5.73-acre plot of land owned by the Town of Middlebury (the "L" shaped property outlined below). The elevation lines on this illustration are five feet apart, showing the monument to be elevated about eighty-five feet above the road from the entrance on Artillery Road. The distance to the monument from the road is approximately six-hundred feet up a steep hill. The town land is completely surrounded by privately-owned land, so there is no approach to the monument other than the trail.



The Rochambeau Memorial Project

The Middlebury Historical Society, Middlebury, Connecticut



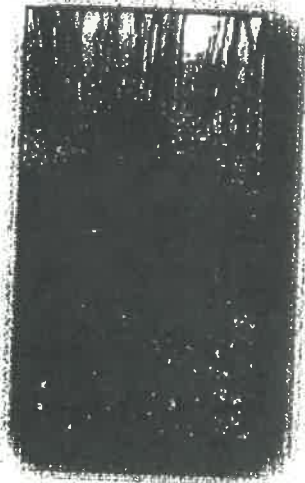
In 2004, in anticipation of the 225th anniversary of the encampment, there were celebrations throughout Connecticut at the historic sites where the French Army marched and encamped across the state. In Middlebury, an actor portrayed General Rochambeau during festivities conducted at the site of the monument, speaking with guests

who made the trek to the top, left. There was a program at the Mattatuck Museum in Waterbury, after which a group traveled to the East Farms Cemetery in Waterbury, where there is a monument erected to two French soldiers who died along the march, right.



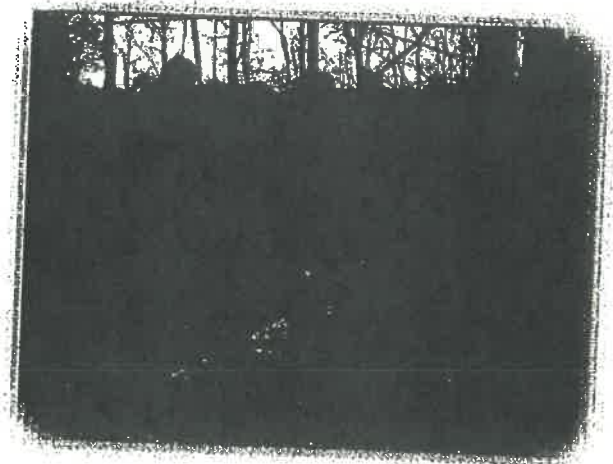
Previous Improvement Efforts

Below, left: In the past 15 years, the Middlebury Historical Society has coordinated with local Eagle Scout candidates assisting their efforts to clear the site. Former Scout projects go back as far as 1964 to clear the trail! The trail to the monument is continually overgrown with underbrush, fallen tree trunks, vines, weeds and, in rainy seasons, mud. Boy Scouts have diligently cleared and improved the trail to the monument every few years.



For all of its history, the only entrance to the trail leading to the monument was off Artillery Road, across a brook or swale, not easily traversed. After crossing the initial swale, hikers soon came upon a second brook. In 2008, Scouts cleared the trail, built a rope-handrail, and erected a small bridge

over the second waterway, right. The bridge has since been partially destroyed by the waterway, erosion and decay.



The Rochambeau Memorial Project
The Middlebury Historical Society, Middlebury, Connecticut

The Present Proposal

Spring 2023

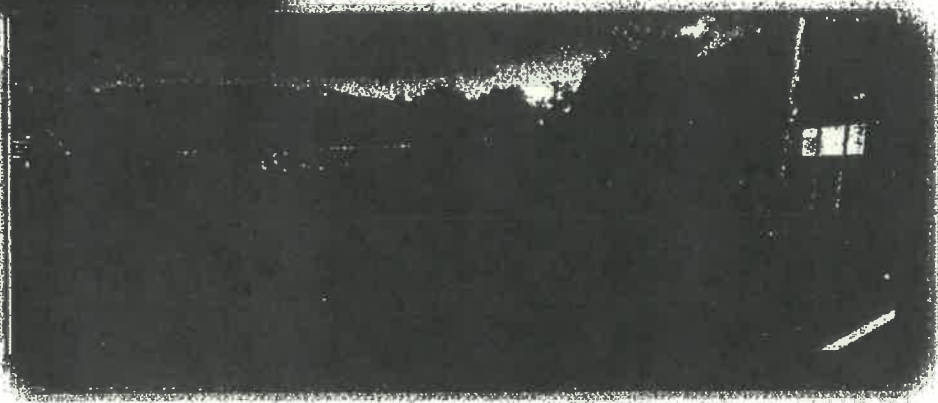
The Middlebury Historical Society has proposed that a new Rochambeau monument be erected in Meadowview Park, right. The park is well-known, located at the intersection of Routes 64 and 188, and is bordered by the town's Greenway. The town built the park in the late 1990s, and it attracts children, walkers, pet-lovers, hikers, joggers, cyclists, tourists, sports teams and others.



Left: A topographic view of the park; the area at the upper right shows a gradual rise over a smooth landscape. The Greenway runs along the upper border of the park, parallel to Route (State Highway) 64; together with two walkways within the park, they form a triangle which provides a natural location for the monument.



Below: Looking west at the northeast meadow near the intersection of Routes 64 and 188.



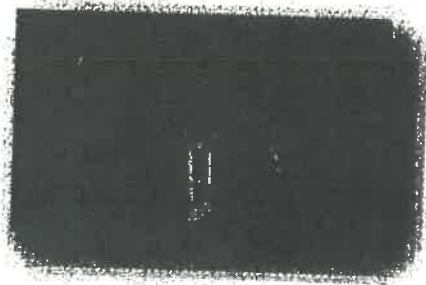
The Rochambeau Memorial Project

The Middlebury Historical Society, Middlebury, Connecticut

There are compelling reasons for locating the monument in Meadowview Park:

- It offers several choice location sites, especially near the Greenway (see the above illustrations).
- The park is host to numerous visitors throughout the year.
- The grounds meet all state and federal standards for accessibility.
- The area is centrally located and highly visible to pedestrians and automobile traffic.
- Established parking spaces are readily available.
- All grounds are maintained by the town's Department of Public Works.
- The threat of vandalism is diminished because of its highly-public location.
- Building the monument would cost substantially less than at any other sites considered; extensive preliminary surveys would not be required.
- It may be possible to rename the park "Rochambeau Park."
- All official parties who have considered the Meadowview Park location proposal to date have expressed initial satisfaction with the plan.

In addition to the park monument, the historical society plans to include signage at the original site on Breakneck Hill, telling more of the Rochambeau story and encouraging visitors to view the new monument in the park.



Above: The 1934 statue of the Comte de Rochambeau, a copy of the one in France and Washington, D.C., by Fernand Hamar. It is located in King's Park on Newport Harbor, Rhode Island, and symbolizes the assistance that France rendered to the American colonies. In the background is a stone cairn, marking the location of the landing of French troops in 1780. The general is pointing westward in the direction that the French Army, under his command, marched from Rhode Island through Connecticut, continuing through seven other states and the District of Columbia, to Yorktown, Virginia. After joining with American Patriots under General George Washington and the Marquis de Lafayette, the combined forces defeated the British at the Battle of Yorktown in 1781, the last decisive battle of the American Revolutionary War.



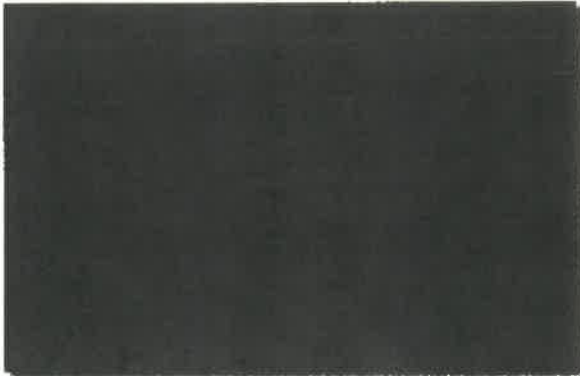
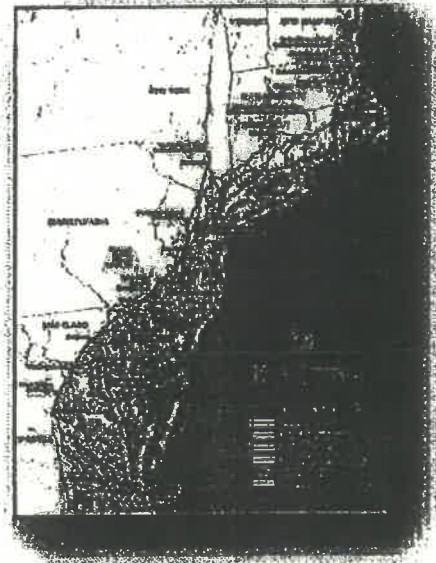
The Rochambeau Memorial Project

The Middlebury Historical Society, Middlebury, Connecticut

Middlebury Historical Society's Goals

The National Park Service, anticipating the 250th anniversary of Rochambeau's march in 2031, is committed to improving the entire 700 miles of the trail and the sites along the way. Known as the Washington-Rochambeau Revolutionary Route (W3R) National Historic Trail, it begins at Newport, Rhode Island, and extends all the way to Yorktown, Virginia (right). There are many important sites with monuments along the way.

The Middlebury Historical Society intends to continue working with the NPS to fulfill the long range interpretive plans (LRIP) at our site. The historical society began planning after meeting with Park Service representatives in September 2019. Middleburian Bill Crutcher had been drawing plans for improving the Rochambeau display in Middlebury. He presented his ideas to the Middlebury Historical Society, and work began.



Left: The renovated 1912 Rochambeau monument in Southington, Connecticut. Our society seeks to build a new monument and improve the other site near Breakneck Hill with the assistance of our local government, state grants and local contributions. The historical society has continued to meet to solicit local opinion and support for the ongoing planning process, and your help is greatly needed.

Please Join us!
Go to our website for more details.

Visit <https://www.nps.gov/waro/index.htm> for full information concerning the National Park Service Rochambeau Trail information.

Property Location
Vision ID 2825

Map ID 5-08/1259/
Account # R0962100

Bldg Name
Sec # 1 of 1

State Use 921
Print Date 3/6/2023 10:49:12 AM

MIDDLEBURY TOWN OF	4 Rolling	7 Electric	1 Paved	Code	51	Code	ASSHISTASH	Assessed	104,800	6081					
1212 WHITTEMORE RD	Alt Prcl ID 5-08/259	Asking FLOODZO	Section Nbnd 2 116							MIDDLEBURY, CT					
MIDDLEBURY CT 06762-0392	Survey Ma Call back	GIS ID	Assoc Pld#							VISION					
MIDDLEBURY TOWN OF	0150	1126	09-12-1997	Q	V	1	00	2021	51	115,200	2019	51	115,200		
Total											104,800	Total	115,200	Total	115,200

This signature acknowledges a visit by a Data Collector or Assessor

Year	Code	Description	Code	Assessed	Year	Code	Assessed	V	Year	Code	Assessed				
2021	51		51	104,800	2020	51	115,200	2019	51	115,200					
Total											104,800	Total	115,200	Total	115,200

Year	Code	Description	Code	Assessed	Year	Code	Assessed				
2021	51		51	104,800	2020	51	115,200				
Total							104,800	Total	115,200	Total	115,200

Appraised Bldg. Value (Card) 0
 Appraised Xf(B) Value (Bldg) 0
 Appraised Ob (B) Value (Bldg) 0
 Appraised Land Value (Bldg) 149,600
 Special Land Value 0
 Total Appraised Parcel Value 149,600
 Valuation Method C

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments
	06-22-2021	V						Field Review
	06-10-2011	TT						Vacant Land Check
	04-28-2011	ES						Vacant Land Check
Total Appraised Parcel Value 149,600								

B Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbnd.	Nbnd. Adj	Notes
1	Mun Lnd Res	R80			2,000 AC	100,000.00	0.60000	5	1.00	R110	1.100	
1	Mun Lnd Res	R80			3,730 AC	7,500.00	1.00000	0	1.00	R110	1.100	VAC
Total Card Land Units 5.73 AC											Parcel Total Land Area 5.73	
Total Land Value 118,800											Adj Unit P 1.00000	
Total Land Value 30,800											1.00000	
Total Land Value 149,600												

Element	Cd	Description	Element	Cd	Description																																																																						
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No Sketch.

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE THAT THE ROCHAMBEAU REALTY COMPANY, a Connecticut corporation with an office and principal place of business at 50 Leavenworth Street, Waterbury, Connecticut, for ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, does hereby grant and convey to THE TOWN OF MIDDLEBURY, a Connecticut municipality with offices located in Middlebury, Connecticut

WITH WARRANTY COVENANTS

All that certain piece or parcel of land shown as "Open Space - 5.729 Ac." on a map entitled "Subdivision Map of Property of Rochambeau Realty Company, Charcoal Avenue & Breakneck Hill Road, Middlebury, Connecticut", dated September 13, 1995, revised to March 27, 1996 and filed with the Middlebury Town Clerk in Map Volume 23 at Page 23, more particularly described in Schedule A attached hereto and made a part hereof.

Excepting therefrom a parcel of land six (6) feet square, as more particularly described in a certain deed dated June 22, 1904 and recorded in Volume 13, Page 478, of the Middlebury Land Records.

Reserving, for the benefit of the Grantor, its successors and assigns in ownership of so much of Lot 6 shown on said map as lies easterly of a straight line running from the southerly corner of land now or formerly of Sylvester J. Ryan to the most westerly corner of a 3.114 acre parcel shown on said map as "TO BE CONVEYED TO FLINT," the right to cut or trim, but with the obligation to remove, so much of any trees located on the land herein conveyed as shall extend above elevation 810 feet above mean sea level, as said elevation is shown on charts of the United States Geological Survey.

Except as hereinafter provided, the premises herein conveyed shall forever be held and used solely as an unimproved natural conservation area and wildlife habitat. Without limiting the foregoing, by the acceptance hereof the Grantee covenants and agrees that it will prohibit and prevent recreational activities, use by motorized vehicles, hunting, overnight camping and the deposit of trash on said premises. Notwithstanding the foregoing, the following uses and activities may take place on said premises:

1. Simple walking paths or trails (which may include a path from Artillery Road to the existing Rochambeau Monument situated on land conveyed to the Grantee by the foregoing deed recorded in

"No Conveyance Tax Received

"No State Conveyance Tax Collected

Eliot Shilbury, Jr.
Town Clerk of Middlebury"

Eliot Shilbury, Jr.
Town Clerk of Middlebury"

Volume 13, Page 478 of the Middlebury Land Records and to the monument or other structures referred to in the next paragraph) for use by pedestrians and equestrians, provided no such path or trail shall be located less than 100 feet easterly of the westerly line of the premises herein conveyed.

2. A monument or other structures (none of which shall exceed 20 feet in height) erected solely to commemorate the nearby encampments of the Army of General Rochambeau in 1781 and 1782, provided: no portion of such monument or structure, nor any path or trail providing access thereto, shall be located less than 100 feet easterly of the westerly line of the premises herein conveyed; a boundary fence not less than 4 feet in height and sufficient to provide walkers clear notice of the westerly boundary of the premises herein conveyed shall be erected and maintained in good condition by the Grantee; any temporary access way (other than a foot path) necessary in connection with the construction and maintenance of such monument or structure shall be closed to public travel and shall be restored after each use to a natural condition to the extent feasible; and no parking of vehicles shall be permitted on the premises herein conveyed except immediately adjoining Artillery Road and not more than 30 feet westerly of the westerly line of Artillery Road, as established by a deed from the Grantor to the Grantee dated April 4, 1996.

Said premises are conveyed subject to any and all provisions of any ordinance, municipal regulation, public or private law; and such state of facts and conditions that an accurate survey and personal inspection of the premises will disclose.

IN WITNESS WHEREOF, The Rochambeau Realty Company has hereunto caused these presents to be signed by its corporate officer this 8th day of September, 1997.

SIGNED AND DELIVERED IN
THE PRESENCE OF:

THE ROCHAMBEAU REALTY COMPANY

Marilyn F. Winters
Marilyn F. Winters

By: *Walter F. Torrance, Jr.*
Walter F. Torrance, Jr.
Its President


Katherine Gonder
Katherine Gonder

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

ss. Waterbury

On this the 8th day of September, 1997, personally appeared before me, Walter F. Torrance, Jr., the President of The Rochambeau Realty Company, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said corporation.

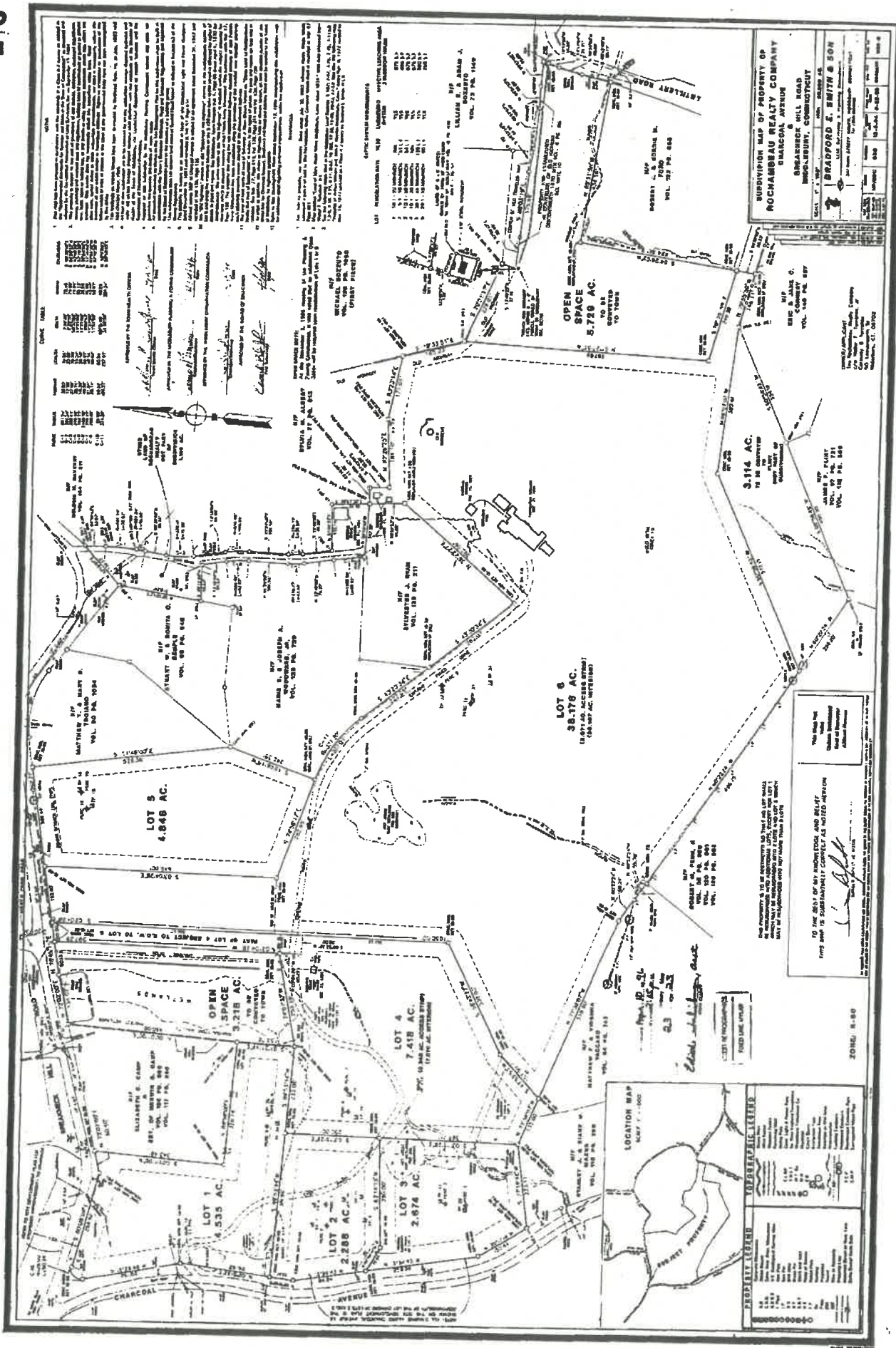


Timothy R. Garmody
Commissioner of the Superior Court
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

SCHEDULE A

Commencing at a point marked by a concrete monument set in the westerly line of Artillery Road, as established by a deed from The Rochambeau Realty Company to the Town of Middlebury dated April 4, 1996, recorded April 25, 1996, at Volume 144, Page 762, Middlebury Land Records; thence running N 85° 31' 58" W 434.16 feet to a point marked by a concrete monument; thence S 0.4° 28' 0.2" W 424.86 feet to a point marked by a concrete monument; thence N 78° 55' 59" W 249.39 feet to a point marked by a concrete monument; thence N 0.1° 27' 56" W 657.68 feet to a point marked by a granite stone bound; thence S 70° 21' 17" E 228.01 feet to a point marked by a granite stone bound; thence S 13° 48' 25" W 37.10 feet to a point marked by a concrete monument; thence S 87° 56' 47" E 85.65 feet to a point; thence S 88° 03' 19" E 175.88 feet to a point; thence S 84° 22' 58" E 61.93 feet to a point; thence S 88° 27' 57" E 109.49 feet to a point; thence N 86° 24' 33" E 58.89 feet to a point; thence N 89° 57' 02" E 65.80 feet to a point in the westerly line of Artillery Road as established by the foregoing deed and marked by a concrete monument; thence the following courses and distances in said westerly line of Artillery Road: S 14° 17' 54" W 14.50 feet; S 14° 17' 54" W 31.71 feet; S 10° 24' 05" W 65.66 feet; S 08° 42' 09" W 80.17 feet to the point and place of beginning.

RECEIVED FOR RECORD Sept 12 19 97 AT 3:40 PM
RECORDED BY Edward White TOWN CLERK



NOTICE

The following is a copy of the original map as filed in the office of the Registrar of Deeds for the State of Connecticut, at Hartford, Connecticut, on the 10th day of October, 1950, and is hereby published for the purpose of giving notice to all persons interested in the same.

The original map is on file in the office of the Registrar of Deeds for the State of Connecticut, at Hartford, Connecticut, and is available for inspection by all persons interested in the same.

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CLASSIFICATION

Area	Value
Lot 1	4,535 AC
Lot 2	2,288 AC
Lot 3	2,874 AC
Lot 4	7,418 AC
Lot 5	4,848 AC
Lot 6	38,378 AC
Lot 7	3,114 AC
Lot 8	5,789 AC
Open Space	3,218 AC
Open Space	5,789 AC
Total	100.000 AC

LEGAL DESCRIPTION

LOT 1: 4,535 AC. BEING THAT PART OF THE TRACT OF LAND CONTAINED IN DEED NO. 10,000, VOL. 117, P. 894, AS DESCRIBED IN SAID DEED, AND MORE PARTICULARLY THAT PART OF SAID TRACT OF LAND AS MORE PARTICULARLY DESCRIBED IN SAID DEED.

LOT 2: 2,288 AC. BEING THAT PART OF THE TRACT OF LAND CONTAINED IN DEED NO. 10,000, VOL. 117, P. 894, AS DESCRIBED IN SAID DEED, AND MORE PARTICULARLY THAT PART OF SAID TRACT OF LAND AS MORE PARTICULARLY DESCRIBED IN SAID DEED.

LOT 3: 2,874 AC. BEING THAT PART OF THE TRACT OF LAND CONTAINED IN DEED NO. 10,000, VOL. 117, P. 894, AS DESCRIBED IN SAID DEED, AND MORE PARTICULARLY THAT PART OF SAID TRACT OF LAND AS MORE PARTICULARLY DESCRIBED IN SAID DEED.

LOT 4: 7,418 AC. BEING THAT PART OF THE TRACT OF LAND CONTAINED IN DEED NO. 10,000, VOL. 117, P. 894, AS DESCRIBED IN SAID DEED, AND MORE PARTICULARLY THAT PART OF SAID TRACT OF LAND AS MORE PARTICULARLY DESCRIBED IN SAID DEED.

LOT 5: 4,848 AC. BEING THAT PART OF THE TRACT OF LAND CONTAINED IN DEED NO. 10,000, VOL. 117, P. 894, AS DESCRIBED IN SAID DEED, AND MORE PARTICULARLY THAT PART OF SAID TRACT OF LAND AS MORE PARTICULARLY DESCRIBED IN SAID DEED.

LOT 6: 38,378 AC. BEING THAT PART OF THE TRACT OF LAND CONTAINED IN DEED NO. 10,000, VOL. 117, P. 894, AS DESCRIBED IN SAID DEED, AND MORE PARTICULARLY THAT PART OF SAID TRACT OF LAND AS MORE PARTICULARLY DESCRIBED IN SAID DEED.

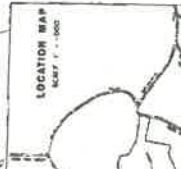
LOT 7: 3,114 AC. BEING THAT PART OF THE TRACT OF LAND CONTAINED IN DEED NO. 10,000, VOL. 117, P. 894, AS DESCRIBED IN SAID DEED, AND MORE PARTICULARLY THAT PART OF SAID TRACT OF LAND AS MORE PARTICULARLY DESCRIBED IN SAID DEED.

LOT 8: 5,789 AC. BEING THAT PART OF THE TRACT OF LAND CONTAINED IN DEED NO. 10,000, VOL. 117, P. 894, AS DESCRIBED IN SAID DEED, AND MORE PARTICULARLY THAT PART OF SAID TRACT OF LAND AS MORE PARTICULARLY DESCRIBED IN SAID DEED.

SUBDIVISION MAP OF PROPERTY OF
ROCHAMBEAU REALTY COMPANY
 CHARCOAL AVENUE
 BREAKNECK HILL ROAD
 MIDDLEBURY, CONNECTICUT

DATE: 10/1/50

BY: **BRADFORD E. SMITH & SON**
 100 STATE STREET, MIDDLEBURY, CT. 05752



PROPERTY LEGEND

Lot	Area
Lot 1	4,535 AC
Lot 2	2,288 AC
Lot 3	2,874 AC
Lot 4	7,418 AC
Lot 5	4,848 AC
Lot 6	38,378 AC
Lot 7	3,114 AC
Lot 8	5,789 AC
Open Space	3,218 AC
Open Space	5,789 AC
Total	100.000 AC

BOARD OF DIRECTORS MEEING
THE MIDDLEBURY HISTORICAL SOCIETY, INC.
Middlebury, Connecticut
Tuesday, April 11, 2023 – 10 a.m.

PRESENT:

Bob Rafford, President; Terry McAuliffe, Treasurer; Frank Mirovsky, Vice President;
Alice DeMartino, Board Secretary; Ray Sullivan, MD. Board member.

ABSENT

Board members Tom Cunningham, Ed St. John

The meeting was called to order at 10:10 a.m.

Bob opened the meeting with an in-depth review of the Rochambeau site and monument and opened the matter to discussion from the members.

Alice DeMartino moved the following:

Be it resolved that the Board of Directors of the Middlebury Historical Society, Inc., are hereby agreeable to a potential sale of the 5.729-acre parcel of land now owned by the Town of Middlebury upon which the 1904 Rochambeau Monument now stands;

Provided that: a future purchaser of such land agrees to relocate said monument closer to Artillery Road and that there be an easement made granting the public perpetual rights to access the monument:

With the Recommendation that: funds realized from such sale be designated toward the creation of a Rochambeau Monument now planned in Meadowview Park.

After a lengthy discussion, the motion was voted on and passed unanimously.

Motion to adjourn by Frank Mirovsky, seconded by Terry McAuliffe, agreed by all.
Meeting was adjourned at 11:26 p.m.

Respectfully submitted by Alice J. DeMartino, Secretary of the Board of Directors
April 11, 2023



APPRAISAL OF REAL PROPERTY

LOCATED AT:

Artillery Road
Middlebury, CT 06762

FOR:

Town of Middlebury
1212 Whittemore Road, Middlebury, CT 06762

BY:

Jonathan P. Kloss
PO Box 931, Middlebury, CT 06762

LAND APPRAISAL REPORT

File No. Artillery Road

Borrower N/A Census Tract 3441 Map Reference 5-08/259
 Property Address Artillery Road
 City Middlebury County New Haven State CT Zip Code 06762
 Legal Description Volume 150 Page 1128
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ N/A (yr.) Loan charges to be paid by seller \$ N/A Other sales concessions None Noted
 Lender/Client Town of Middlebury Address 1212 Whitteore Road, Middlebury, CT 06762
 Occupant Vacant Appraiser Jonathan P. Kloss Instructions to Appraiser Estimate Market Value

IDENTIFICATION

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Over Supply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present Land Use % 1 Family % 2-4 Family % Apts. % Condo % Commercial
 % Industrial 100 % Vacant
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 (*) From Vacant To Residential
 Predominant Occupancy Owner Tenant 100 % Vacant
 Single Family Price Range \$ 128,500 to \$ 5,675,000 Predominant Value \$ 400,000
 Single Family Age 0 yrs. to 250 yrs. Predominant Age 75 yrs.
 Employment Stability Good Avg. Fair Poor
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property Compatibility
 Protection from Detrimental Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The local market for vacant land appears stable. Marketing times and listing price to selling price ratios are inconsistent. This neighborhood is readily accessible to schools, religious centers, employment and shopping. Access to highway systems is average.

NEIGHBORHOOD

Dimensions Fairly Irregular = 5.73 Sq. Ft. or Acres Corner Lot
 Zoning classification Residential (R80) Present Improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) Residential Development
 Public Other (Describe)
 Elec.
 Gas Bottled
 Water Wells
 San Sewer Septic
 Underground Elec. & Tel.
SITE
 OFF SITE IMPROVEMENTS
 Street Access: Public Private
 Surface Paved
 Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Rising from road grade, leveling on top.
 Size 5.73 Acres
 Shape Flag Shaped/ Irregular
 View Typical/ Wooded/ Residential
 Drainage Average
 Is the property located in a HUD identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) This is an oversized building lot. Although it is 5.73 acres, is restricted by both shape and topography. It encumbered by a 6'x8' parcel of land with provisions to allow a monument or other structure not to exceed 20' in height, erected to solely commemorate the nearby encampments of the Army of General Rochambeau in 1781 and 1782 along with the rights to access said monument via foot.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Artillery Road Middlebury, CT	17 A Kelly Road Middlebury, CT	17 B Kelly Road Middlebury, CT	078 Lond Meadow Road Middlebury, CT
Proximity to Subj.		.25 Miles	.25 Miles	.75 Miles
Sales Price		\$ 170,000	\$ 180,000	\$ 140,000
Price				
Date Source	Inspection & Assessor	Assessor & MLS	Assessor & MLS	Assessor & MLS
Date of Sale and Time Adjustment	4/7/2023	2/21/2022	3/18/2022	3/17/2022
Location	Average	Average	Average	Below Average/Rear Lot
Site/View	5.73 Acres/Average	2.40 Acres/Average	2.56 Acres	1.56 Acres
Topography	Above Road Grade	Fairly Level	Fairly Level	Fairly Level
Shape	Flag Shaped/Irregular	Fairly Rectangular	Fairly Rectangular	Irregular
Access	Road Frontage	Road Frontage	Road Frontage	Defined Easement
Zoning	Residential	Residential	Residential	Residential
Sales or Financing Concessions	N/A	N/A	N/A	N/A
Net Adj. (Total)		Plus Minus: \$	Plus Minus: \$	X Plus Minus: \$ 28,000
Indicated Value of Subject		\$ 170,000	\$ 180,000	\$ 168,000

Comments on Market Data: All three sales represent the market for vacant building lots in Middlebury, CT. These sales indicate an adjusted value range of \$168,000.00 to \$180,000.00 indicating a subject value of \$175,000.00.

Comments and Conditions of Appraisal: This appraiser assumes there are no unseen physical or environmental conditions that would effect value or salability. Site #3 is a rear lot with a deeded access easement. Due to this a positive adjustment was deemed necessary for both location and access.

MARKET DATA ANALYSIS

Final Reconciliation: Income Approach = Not Applicable
 Cost Approach = Not Applicable
 Sales Comparison Approach = \$175,000.00 Deemed to be most reliable
 ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF April 7 2023 to be \$ 175,000

RECONCILIATION

Appraiser(s) Jonathan P. Kloss Review Appraiser (if applicable)
 Did Did Not Physically Inspect Property

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:


1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED:

Artillery Road, Middlebury, CT 06762

APPRAISER:

Signature: 
 Name: Jonathan P. Weiss
 Date Signed: April 7, 2023
 State Certification #: Certified General Appraiser
 or State License #: ACS-1630
 State: CT
 Expiration Date of Certification or License: 04/30/2023

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

Did Did Not Inspect Property

APPRAISAL AND REPORT IDENTIFICATION

File No. Artillery Road

Borrower N/A
Property Address Artillery Road
City Middlebury County New Haven State CT Zip Code 06762
Lender Town of Middlebury, 1212 Whittemore Road, Middlebury, CT 06762

This report was prepared under the following USPAP reporting option:
[X] Appraisal Report
[] Restricted Appraisal Report

Comments on Standards Rule 2-3
I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 100-200 days

Comments on Appraisal and Report Identification
Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISER:
Signature: [Handwritten Signature]
Name: Jonathan P. Kloss
State Certification #: CT Certified General Appraiser
or State License #: RCG.0001638
State: CT
Expiration Date of Certification or License: 4/30/2023
Date of Signature and Report: April 7, 2023
Effective Date of Appraisal: April 7, 2023
Inspection of Subject: [] None [X] Interior and Exterior [] Exterior-Only
Date of Inspection (if applicable): April 7, 2023

SUPERVISORY or CO-APPRAISER (if applicable)
Signature:
Name:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: [] None [] Interior and Exterior [] Exterior-Only
Date of Inspection (if applicable):

SUPPLEMENT ADDENDUM

File No. Artillery Road 2

Property Location				ARTILLERY RD				Account # R0582100				Map ID 5-08 / 259 / Bldg # 1				Bldg Name Sec # 1 of 1				Card # 1 of 1				State Use 921				Print Date 3/6/2023 10:48:12 AM			
Element	Description	Code	Description	Element	Description	Code	Description	Element	Description	Code	Description	Element	Description	Code	Description	Element	Description	Code	Description	Element	Description	Code	Description	Element	Description	Code	Description	Element	Description	Code	Description
99	Vacant Land	00	Vacant																												
Style		Model		Grade		Stories		Occupancy		Exterior Wall A		Exterior Wall B		Roof Structure		Roof Cover		Interior Wall A		Interior Wall B		Interior Fir A		Interior Fir B		Heat Fuel		Heat Type		AC Type	

No Sketch

Borrower N/A	
Property Address Art111ery Road	
City Middlebury	County New Haven
State CT	Zip Code 06762
Lender/Client Town of Middlebury, 1212 Whittemore Road, Middlebury, CT 06762	

4/7/23, 4:35 PM

Print Map

Town of Middlebury
 Geographic Information System (GIS)



Date Printed: 4/7/2023



MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Middlebury and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 400 feet



https://middlebury.mapxpress.net/ags_map/default.htm?GIS_LINK=5-06-105

1/1

PLAT MAP ADDENDUM

File No. Artillery Road

Borrower N/A
 Property Address Artillery Road
 City Middlebury County New Haven
 State CT Zip Code 06762
 Lender/Client Town of Middlebury, 1212 Whittemore Road, Middlebury, CT 06762

Town of Middlebury, Connecticut - Assessment Parcel Map

Parcel: 5-08-259 Address: ARTILLERY RD



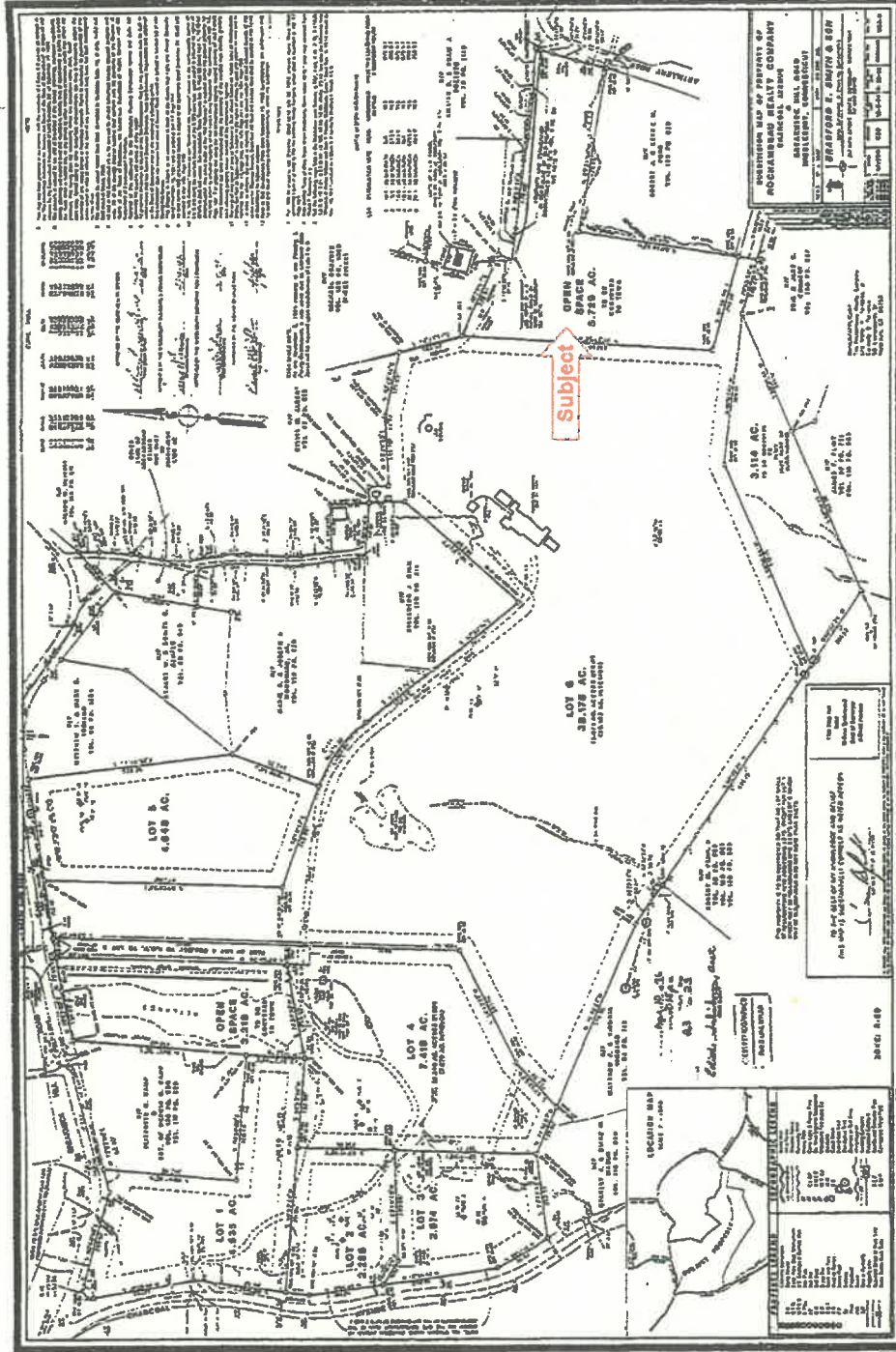
Approximate Scale: 1 inch = 100 feet

Map Produced May 2020

Disclaimer: This map is for informational purposes only. All information is subject to verification by any user. The Town of Middlebury and its mapping contractors assume no legal responsibility for the information contained hereon.

Borrower N/A	
Property Address Artillery Road	
City Middletown	County New Haven
State CT	Zip Code 06762
Lender/Client	Town of Middletown, 1212 Whitesboro Road, Middletown, CT 06762

213



213-1
 THIS MAP IS A REPRODUCTION OF THE ORIGINAL MAP ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS, MIDDLETOWN, CT. IT IS NOT TO BE USED AS A BASIS FOR ANY LEGAL ACTION.

Vol. 150 Page 1126

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE THAT THE ROCHANBEAU REALTY COMPANY, a Connecticut corporation with an office and principal place of business at 50 Leavenworth Street, Waterbury, Connecticut, for ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, does hereby grant and convey to THE TOWN OF MIDDLEBURY, a Connecticut municipality with offices located in Middlebury, Connecticut

WITH WARRANTY COVENANTS

All that certain piece or parcel of land shown as "Open Space - 5.729 Ac." on a map entitled "Subdivision Map of Property of Rochambeau Realty Company, Charcoal Avenue & Breakneck Hill Road, Middlebury, Connecticut", dated September 13, 1995, revised to March 27, 1996 and filed with the Middlebury Town Clerk in Map Volume 23 at Page 23, more particularly described in Schedule A attached hereto and made a part hereof.

Excepting therefrom a parcel of land six (6) feet square, as more particularly described in a certain deed dated June 22, 1904 and recorded in Volume 13, Page 478, of the Middlebury Land Records.

Reserving, for the benefit of the Grantor, its successors and assigns in ownership of so much of Lot 6 shown on said map as lies easterly of a straight line running from the southerly corner of land now or formerly of Sylvester J. Ryan to the most westerly corner of a 3.114 acre parcel shown on said map as "TO BE CONVEYED TO FLINT," the right to cut or trim, but with the obligation to remove, so much of any trees located on the land herein conveyed as shall extend above elevation 810 feet above mean sea level, as said elevation is shown on charts of the United States Geological Survey.

Except as hereinafter provided, the premises herein conveyed shall forever be held and used solely as an unimproved natural conservation area and wildlife habitat. Without limiting the foregoing, by the acceptance hereof the Grantee covenants and agrees that it will prohibit and prevent recreational activities, use by motorized vehicles, hunting, overnight camping and the deposit of trash on said premises. Notwithstanding the foregoing, the following uses and activities may take place on said premises:

- 1. Simple walking paths or trails (which may include a path from Artillery Road to the existing Rochambeau Monument situated on land conveyed to the Grantee by the foregoing deed recorded in

"No Conveyance Tax Received

"No State Conveyance Tax Collected

Eliel Middlebury Post
Town Clerk of Middlebury

Eliel Middlebury Post
Town Clerk of Middlebury

Vol. 150 Page 1127

Volume 13, Page 478 of the Middlebury Land Records and to the monument or other structures referred to in the next paragraph) for use by pedestrians and equestrians, provided no such path or trail shall be located less than 100 feet easterly of the westerly line of the premises herein conveyed.

2. A monument or other structures (none of which shall exceed 20 feet in height) erected solely to commemorate the nearby encampments of the Army of General Rochambeau in 1781 and 1782, provided: no portion of such monument or structure, nor any path or trail providing access thereto, shall be located less than 100 feet easterly of the westerly line of the premises herein conveyed; a boundary fence not less than 4 feet in height and sufficient to provide walkers clear notice of the westerly boundary of the premises herein conveyed shall be erected and maintained in good condition by the Grantee; any temporary access way (other than a foot path) necessary in connection with the construction and maintenance of such monument or structure shall be closed to public travel and shall be restored after each use to a natural condition to the extent feasible; and no parking of vehicles shall be permitted on the premises herein conveyed except immediately adjoining Artillery Road and not more than 30 feet westerly of the westerly line of Artillery Road, as established by a deed from the Grantor to the Grantee dated April 4, 1996.

Said premises are conveyed subject to any and all provisions of any ordinance, municipal regulation, public or private law; and such state of facts and conditions that an accurate survey and personal inspection of the premises will disclose.

IN WITNESS WHEREOF, The Rochambeau Realty Company has heretanto caused these presents to be signed by its corporate officer this 8th day of September, 1997.

SIGNED AND DELIVERED IN
THE PRESENCE OF:

THE ROCHAMBEAU REALTY COMPANY

Marilyn J. Winters
Marilyn J. Winters
Katherine Gonder
Katherine Gonder

By: *Walter F. Torrance, Jr.*
Walter F. Torrance, Jr.
Its President

200-1

Vol. 150 MS:1128

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss. Waterbury

On this the 8th day of September, 1997, personally appeared before me, Walter F. Torrance, Jr., the President of The Rochambeau Realty Company, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said corporation.

Walter F. Torrance, Jr.
Walter F. Torrance, Jr.
Commissioner of the Superior Court
~~Notary Public~~
~~Notary Public~~

VOL 150 PAGE 1129

SCHEDULE A

Commencing at a point marked by a concrete monument set in the westerly line of Artillery Road, as established by a deed from The Rochambeau Realty Company to the Town of Middlebury dated April 4, 1996, recorded Middlebury Land Records, April 25, 1996, at Volume 144, Page 762, thence running N 85° 31' 58" W 434.16 feet to a point marked by a concrete monument; thence S 0.4° 28' 0.2" W 424.86 feet to a point marked by a concrete monument; thence N 78° 55' 59" W 249.39 feet to a point marked by a concrete monument; thence N 0.1° 27' 56" W 667.68 feet to a point marked by a granite stone bound; thence S 70° 21' 17" E 224.01 feet to a point marked by a granite stone bound; thence S 13° 48' 25" W 37.10 feet to a point marked by a concrete monument; thence S 87° 56' 47" E 85.65 feet to a point; thence S 88° 03' 19" E 175.88 feet to a point; thence S 84° 22' 58" E 61.93 feet to a point; thence S 88° 27' 57" E 109.49 feet to a point; thence N 86° 24' 33" E 58.89 feet to a point; thence N 89° 57' 02" E 65.80 feet to a point in the westerly line of Artillery Road as established by the foregoing deed and marked by a concrete monument; thence the following courses and distances in said westerly line of Artillery Road: S 14° 17' 54" W 14.50 feet; S 14° 17' 54" W 31.71 feet; S 10° 24' 05" W 65.66 feet; S 08° 42' 09" W 80.17 feet to the point and place of beginning.

RECEIVED FOR RECORD Sept 12 19 97 AT 3:40 PM
 RECORDED BY Edward J. Sullivan TOWN CLERK

1111

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1070 Long Meadow Road, Middlebury
 Status: **Closed**
 #: **170460510**

DOM: 27 Tax Parcel#: **2581492** Closed Price: **\$140,000**
 Residential Land For Sale Closed: **06/17/2022** List Price: **\$149,900**

Location: **Highway Access, Rural** Fronts On: **Paved Road**
 Description: **Cleared, Secluded, Borders Open Space, Level Lot**
 Acres: **4.56** Dir Waterfront: **No** Property Tax: **\$2,919** Assessment: **\$83,800**

List Ofc/Agt: **William Revels Real Estate / Svetlana Mastrogiannis** Phone: **(203) 482-4284**
 Sale Ofc/Agt: **Coldwell Banker Realty / Holly Fichtel** Phone: **(203) 545-8863**

Public Remarks: Perfect opportunity to build your dream home on the picture perfect lot bordering open space. Come enjoy all Middlebury has to offer, beautiful town parks, Greenway walking and biking trail, fine dining and Lake Quassy amusement park. Old barn foundation is in good shape and offers multiple opportunity for workshop, garages or barn. City sewer and other utilities on site. Easy access to I-84. Great location, easy access to shopping, schools, restaurants.

317A Kelly Road, Unit: 317 A, Middlebury
 Status: **Closed**
 #: **170497642**

DOM: 193 Tax Parcel#: **99999992** Closed Price: **\$170,000**
 Residential Land For Sale Closed: **12/21/2022** List Price: **\$175,000**

Location: **Rural** Fronts On: **Municipal Street, Paved Road**
 Description: **Some Wetlands, Lightly Wooded**
 Acres: **2.40** Dir Waterfront: **No** Property Tax: **TBD** Assessment: **\$**

List Ofc/Agt: **BHGRE Bannon & Hebert / Mary Ann Hebert** Phone: **(203) 592-0186**
 Sale Ofc/Agt: **William Revels Real Estate / Arden Belica** Phone: **(203) 509-4395**

Public Remarks: Still looking for that perfect home? Wonderful opportunity to build your custom home in Middlebury. Public water and sewer available. 4 newly subdivided lots, first time on the market. Great location, easy access to shopping, schools, and restaurants. Lots available #317A 2.4 acres \$175,000; Lot #121A 5.0 acres \$220,000; Lot #121B 6.5 acres \$235,000. ***Sold#317B 2.56 acres***

317B Kelly Road, Middlebury
 Status: **Closed**
 #: **170455481**

DOM: 39 Tax Parcel#: **99999999** Closed Price: **\$180,000**
 Residential Land For Sale Closed: **03/18/2022** List Price: **\$179,900**

Location: **Suburban** Fronts On: **Municipal Street**
 Description: **Some Wetlands, Lightly Wooded**
 Acres: **2.56** Dir Waterfront: **No** Property Tax: **TBD** Assessment: **\$**

List Ofc/Agt: **BHGRE Bannon & Hebert / Mary Ann Hebert** Phone: **(203) 592-0186**
 Sale Ofc/Agt: **BHGRE Bannon & Hebert / Donna Bannon** Phone: **(203) 233-7499**

Public Remarks: Still looking for that perfect home? Wonderful opportunity to build your custom home in Middlebury. Public water and sewer available. 4 newly subdivided lots, first time on the market. Great location, easy access to shopping, schools, restaurants. Lots available #317A 2.4 acres \$179,900; #317B 2.56 acres \$179,900; Lot #121A 3.07 acres \$209,900; Lot #121B 10.92 acres \$249,900.

Photograph Addendum

File No. Artillery Road_2

Borrower N/A	
Property Address Artillery Road	
City Middlebury	County New Haven
State CT	Zip Code 06762
Lender/Client Town of Middlebury	Lender's Address 1212 Whittemore Road, Middlebury, CT 06762
Appraiser Jonathan P. Kloss	Appraiser's Address PO Box 910, Middlebury, CT 06762



Subject Front



Subject Rear



Subject Street

Photograph Addendum

Borrower N/A	File No.	Artillery Road
Property Address Artillery Road		
City Middlebury	County New Haven	
State CT	Zip Code 06762	
Lender/Client Town of Middlebury	Lender's Address 1212 Whittemore Road, Middlebury, CT 06762	
Appraiser Jonathan P. Kloss	Appraiser's Address	



Comparable 1

317 A Kelly Road
Middlebury, CT

Sale Price \$ 170,000
Date of Sale 12/21/2022
Site/View 2.40 Acres/Average



Comparable 2

317 B Kelly Road
Middlebury, CT

Sale Price \$ 180,000
Date of Sale 3/18/2022
Site/View 2.56 Acres



Comparable 3

1070 Lond Meadow Road
Middlebury, CT

Sale Price \$ 140,000
Date of Sale 6/17/2022
Site/View 4.58 Acres

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE THAT THE ROCHAMBEAU REALTY COMPANY, a Connecticut corporation with an office and principal place of business at 50 Leavenworth Street, Waterbury, Connecticut, for ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, does hereby grant and convey to THE TOWN OF MIDDLEBURY, a Connecticut municipality with offices located in Middlebury, Connecticut

WITH WARRANTY COVENANTS

All that certain piece or parcel of land shown as "Open Space - 5.729 Ac." on a map entitled "Subdivision Map of Property of Rochambeau Realty Company, Charcoal Avenue & Breakneck Hill Road, Middlebury, Connecticut", dated September 13, 1995, revised to March 27, 1996 and filed with the Middlebury Town Clerk in Map Volume 23 at Page 23, more particularly described in Schedule A attached hereto and made a part hereof.

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Reserving, for the benefit of the Grantor, its successors and assigns in ownership of so much of Lot 6 shown on said map as lies easterly of a straight line running from the southerly corner of land now or formerly of Sylvester J. Ryan to the most westerly corner of a 3.114 acre parcel shown on said map as "TO BE CONVEYED TO FLINT," the right to cut or trim, but with the obligation to remove, so much of any trees located on the land herein conveyed as shall extend above elevation 810 feet above mean sea level, as said elevation is shown on charts of the United States Geological Survey.

Except as hereinafter provided, the premises herein conveyed shall forever be held and used solely as an unimproved natural conservation area and wildlife habitat. Without limiting the foregoing, by the acceptance hereof the Grantee covenants and agrees that it will prohibit and prevent recreational activities, use by motorized vehicles, hunting, overnight camping and the deposit of trash on said premises. Notwithstanding the foregoing, the following uses and activities may take place on said premises:

- 1. Simple walking paths or trails (which may include a path from Artillery Road to the existing Rochambeau Monument situated on land conveyed to the Grantee by the foregoing deed recorded in

"No Conveyance Tax Received

"No State Conveyance Tax Collected

29002

Edith Schaubert
Town Clerk of Middlebury"

Edith Schaubert
Town Clerk of Middlebury"

Volume 13, Page 478 of the Middlebury Land Records and to the monument or other structures referred to in the next paragraph) for use by pedestrians and equestrians, provided no such path or trail shall be located less than 100 feet easterly of the westerly line of the premises herein conveyed.

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Said premises are conveyed subject to any and all provisions of any ordinance, municipal regulation, public or private law; and such state of facts and conditions that an accurate survey and personal inspection of the premises will disclose.

IN WITNESS WHEREOF, The Rochambeau Realty Company has hereunto caused these presents to be signed by its corporate officer this 8th day of September, 1997.

SIGNED AND DELIVERED IN
THE PRESENCE OF:

THE ROCHAMBEAU REALTY COMPANY


Marilyn F. Winters
Marilyn F. Winters

By: *Walter F. Torrance, Jr.*
Walter F. Torrance, Jr.
Its President

Katherine Gondar
Katherine Gondar

STATE OF CONNECTICUT)
) as. Waterbury
COUNTY OF NEW HAVEN)

On this the 8th day of September, 1997, personally appeared before me, Walter F. Torrance, Jr., the President of The Rochambeau Realty Company, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such officer and the free act and deed of said corporation.



Timothy A. Cahody
Commissioner of the Superior Court
~~Notary Public for the State of Connecticut~~

SCHEDULE A

Commencing at a point marked by a concrete monument set in the westerly line of Artillery Road, as established by a deed from The Rochambeau Realty Company to the Town of Middlebury dated April 4, 1996, recorded April 25, 1996, at Volume 144, Page 762, Middlebury Land Records; thence running N 85° 31' 58" W 434.16 feet to a point marked by a concrete monument; thence S 0.4° 28' 0.2" W 424.86 feet to a point marked by a concrete monument; thence N 78° 55' 59" W 249.39 feet to a point marked by a concrete monument; thence N 0.1° 27' 56" W 657.68 feet to a point marked by a granite stone bound; thence S 70° 21' 17" E 228.01 feet to a point marked by a granite stone bound; thence S 13° 48' 25" W 37.10 feet to a point marked by a concrete monument; thence S 87° 56' 47" E 85.65 feet to a point; thence S 88° 03' 19" E 175.88 feet to a point; thence S 84° 22' 58" E 61.93 feet to a point; thence S 88° 27' 57" E 109.49 feet to a point; thence N 86° 24' 33" E 58.89 feet to a point; thence N 89° 57' 02" E 65.80 feet to a point in the westerly line of Artillery Road as established by the foregoing deed and marked by a concrete monument; thence the following courses and distances in said westerly line of Artillery Road: S 14° 17' 54" W 14.50 feet; S 14° 17' 54" W 31.71 feet; S 10° 24' 05" W 65.66 feet; S 08° 42' 09" W 80.17 feet to the point and place of beginning.

RECEIVED FOR RECORD Sept 12 19 97 AT 3:40 PM
RECORDED BY Edith Schilling TOWN CLERK

CALABRESE ENGINEERING

601 Quassapaug Rd.
Watertown, CT 06795
(203)598-4390

Town of Middlebury
Board of Selectmen
1212 Whittemore Rd.
Middlebury, CT 06762

May 31, 2023

Dear Mr. St. John:

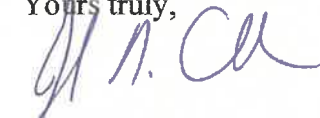
I have reviewed 80 Turnpike Drive Bond Estimate by Civil 1 dated May 10, 2023 (attached)

The estimate is proposed to be \$30,879.20 for Sediment and Erosion Control, Landscaping, and Restoration Work.

The Board of Selectmen can approve the bond being set at \$30,879.20.

Please contact me if you have any questions or comments.

Yours truly,



John N. Calabrese P.E.

80 Turnpike Drive
Middlebury CT

80 Turnpike Drive Bond Estimate

10-May-23

Erosion Control Bond

General: Clearing & Grubbing and Sedimentation & Erosion Control	Units	Units (#)	Unit Price	Total	% Complete	\$ Remaining
Clearing and Grubbing	AC	2.21	3,000.00	6,630.00	0	\$ 6,630.00
Silt Fence	LF	973.00	2.00	1,946.00	0	\$ 1,946.00
Temporary Construction Entrance	EA	1.00	1,000.00	1,000.00	0	\$ 1,000.00
Strip and Stockpile Topsoil	CY	1,088.00	2.50	2,720.00	0	\$ 2,720.00
Haybale Protection for Catch Basins	EA	6.00	80.00	480.00	0	\$ 480.00
Temporary Sediment Traps	EA	1.00	1,000.00	1,000.00	0	\$ 1,000.00
Establish Turf on Disturbed Areas	SY	4,018.00	1.00	4,018.00	0	\$ 4,018.00

					% Complete	\$ Remaining
Erosion Control Work				17,794.00	0	\$ 17,794.00

Landscape Bond

General: Landscaping	Units	Units (#)	Unit Price	Total	% Complete	\$ Remaining
Buffer Trees	EA	36.00	100.00	3,600.00	0	\$ 3,600.00
Shrubs	EA	35.00	70.00	2,450.00	0	\$ 2,450.00

					% Complete	\$ Remaining
Landscape Work				3,600.00	0	\$ 3,600.00

Restoration Bond

General: Restoration Work	Units	Units (#)	Unit Price	Total	% Complete	\$ Remaining
Seeding & Turf Establishment (Paved Area Only)	SY	6,678.00	1.00	6,678.00	0	\$ 6,678.00

					% Complete	\$ Remaining
Restoration Work				6,678.00	0	\$ 6,678.00

Total Work				28,072.00	0	\$ 28,072.00
10% Contingency				2,807.20	0	\$ 2,807.20

Total Cost Estimate				30,879.20	0	\$ 30,879.20
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Town of Middlebury - Salaries - NonUnion Pay Plan									
Dept.	Position		2%	22-23 Annual Salary	Biweekly	Hours	23-24 Annual Salary	Non-Union Dept Salaries	7/1/23 Notes
			7/1/2022		7/1/2023		7/1/2023		
10	Executive Assistant	H	Appointed	34.84	63,408.80	35.71	70	\$ 64,994.02	
10	First Selectman	S	Elected	3,017.04	78,443.04	3,137.72	70	\$ 81,580.76	\$ 146,574.78
10	Selectman	S	Elected	241.56	6,280.56	247.60	NA	\$ 6,437.57	
10	Selectman	S	Elected	241.56	6,280.56	247.60	NA	\$ 6,437.57	\$ 12,875.15
11	CFO	S	Appointed	3,999.94	103,998.44	4,099.94	70	\$ 106,598.40	Twin Lakes Consulting
11	Administrative Manager	H	Appointed	34.83	63,390.60	35.71	70	\$ 64,992.20	\$ 171,590.60
12	Treasurer	S	Elected	208.50	5,421.00	213.71	NA	\$ 5,556.53	\$ 5,556.53
14	Assessor	S	Appointed	2,912.93	75,736.18	2,985.75	64	\$ 77,629.58	\$ 77,629.58
15	Tax Collector	S	Elected	2,663.29	69,245.54	2,729.87	70	\$ 70,976.68	\$ 70,976.68
16	Town Clerk Assistant	H	Appointed	25.97	47,265.40	28.31	70	\$ 51,524.20	
16	Town Clerk	S	Elected	2,689.30	69,921.80	2,756.53	70	\$ 71,669.85	\$ 123,194.05
17	Registrar of Voters	S	Elected	272.26	7,078.76	279.07	NA	\$ 7,255.73	
17	Registrar of Voters	S	Elected	272.26	7,078.76	279.07	NA	\$ 7,255.73	\$ 14,511.46
23	Building Official	S	Appointed	3,402.21	88,457.46	3,487.27	70	\$ 90,668.90	\$ 90,668.90
25	Zoning Enforcement Officer	H	Part time	29.87	15,532.40	31.87	20	\$ 16,572.40	\$ 16,572.40
28	Inlands/Wetlands Officer	H	Part time	41.22	9,645.48	43.22	10	\$ 11,237.20	\$ 11,237.20
35	Fire Chief	S	Appointed	359.55	9,348.30	398.01	NA	\$ 10,348.30	\$ 10,348.30
36	Emergency Management Director	S	Appointed	204.08	5,306.08	209.18	NA	\$ 5,438.73	\$ 5,438.73
37	Fire Marshal	S	Appointed	359.55	9,348.30	398.01	NA	\$ 10,348.30	\$ 10,348.30
40	Police Chief	S	Appointed	4,230.77	110,000.02	4,336.54	80	\$ 112,750.02	
40	Administrative Assistant	H	Appointed	34.99	63,681.80	35.86	80	\$ 74,598.68	
40	Police Accreditation	H	Appointed	35.70	64,974.00	1,461.54	NA	\$ 38,000.00	\$ 225,348.70
40	Dog Warden	S	Part time	221.53	5,759.78	227.07	NA	\$ 5,903.77	
40	Dog Warden	S	Part time	221.53	5,759.78	227.07	NA	\$ 5,903.77	
40	Dog Warden	S	Part time	541.03	14,066.78	554.56	NA	\$ 14,418.45	\$ 26,226.00
40	Reserve Officers	H	Part time	32.69	25,000.00	33.51	NA	\$ 37,588.02	\$ 37,588.02
45	Town Engineer	S	Part time	1,126.16	13,513.92	1,154.31	NA	\$ 13,851.77	\$ 13,851.77
47	Custodian	H	Part time	18.32	28,579.20	19.32	60	\$ 30,139.20	
47	Custodian	H	Part time	17.30	17,992.00	18.30	40	\$ 19,032.00	
47	Custodian	H	Part time	17.30	17,992.00	18.30	40	\$ 19,032.00	
47	Custodian	H	Part time	17.30	17,992.00	18.30	40	\$ 19,032.00	\$ 87,235.20
52	Public Works Director	S	Appointed	4,171.41	108,456.66	4,275.70	80	\$ 111,168.08	\$ 111,168.08
52	Assistant Public Works Director	S	Appointed	3,463.79	90,058.54	3,550.38	80	\$ 92,310.00	\$ 92,310.00
52	Public Works Clerk	H	Appointed	26.08	47,465.60	26.73	70	\$ 48,652.24	\$ 48,652.24
55	Transfer Station	H	Part time	18.00	18,720.00	18.45	40	\$ 19,188.00	
55	Transfer Station	H	Part time	18.00	18,720.00	18.45	40	\$ 19,188.00	\$ 38,376.00
60	Park & Rec Director	H	Appointed	2,516.66	65,433.16	2,617.33	70	\$ 68,050.49	\$ 68,050.49

Town of Middlebury - Salaries - NonUnion Pay Plan

5/31/2023

Dept.	Position	2%	7/1/2022	22-23 Annual Salary	Biweekly		23-24 Annual Salary	Non-Union Dept Salaries	7/1/23 Notes
					2.5%	Hours			
62	Social Services Director	S	Appointed						
63	Elderly Services	H	Part time	1,637.66	42,579.16	1,678.60	60	\$ 43,643.64	\$ 43,643.64
63	Elderly Services	H	Part time	16.32	16,548.48	16.73	39	\$ 16,962.19	
63	Elderly Services	H	Part time	17.45	17,694.30	17.89	39	\$ 18,136.66	
63	Elderly Services	H	Part time	20.40	31,824.00	20.91	60	\$ 32,619.60	
64	Library Director	H	Part time	18.00	11,232.00	18.45	24	\$ 11,512.80	\$ 79,231.25
64	Assistant Library Director	S	Appointed	2,827.29	73,509.54	2,940.38	75	\$ 76,449.92	
64	Library Tech Services	S	Appointed	2,115.39	55,000.01	2,168.27	75	\$ 56,375.01	
64	Library Adult Services	S	Appointed	2,038.46	53,000.01	2,089.42	75	\$ 54,325.01	
64	Library Assistant - part time	H	Part time	1,670.61	43,435.86	1,712.38	75	\$ 44,521.76	\$ 231,671.70
64	Library Assistant - part time	H	Part time	19.00	18,772.00	19.48	39	\$ 19,747.65	
64	Library Assistant - part time	H	Part time	19.00	18,772.00	19.48	39	\$ 19,747.65	
64	Library Assistant - part time	H	Part time	18.00	17,784.00	18.45	39	\$ 18,708.30	
64	Library Assistant - substitute	H	Part time	19.00	18,772.00	19.48	20	\$ 10,127.00	
WPCA	WPCA Clerk	H	Appointed	22.88	34,503.04	23.45	58	\$ 35,365.62	\$ 98,205.25
					1,966,323.10			\$ 2,004,446.60	\$ 35,365.62
								\$ 2,004,446.60	\$ 2,004,446.60
								\$ 38,123.50	increase 2.5%

Mural Presentation

Location

At the intersection of 64 and 188. Facing Vines Restaurant and Bar

Size for two sections

Size overall will vary because of the shape of the tunnel.



Design

Two postcards - One scene one each side with flip side below. The two images are iconic scenes of Middlebury without politics, religion or businesses. Each will have a white border and the flip side will show the town's logo with the title **Welcome of Middlebury.**

An explanation of the two images will also be written. On the address side of the postcard a map of the entire Greenway with a red dot to indicate the location of the mural

Size of each postcards will be 3 and a half feet by 5 and a half ft.

Images

1.

1910 Trolley Station that ended at Lake Quasseypaug antique postcard for reference

Why

Historical significance. This was the original foundation for the current Greenway.



Using the original postcard as the model, the lake will be emphasized in the background.

2.

Fenn's Farm and Pond or Brookdale Farm

Significance

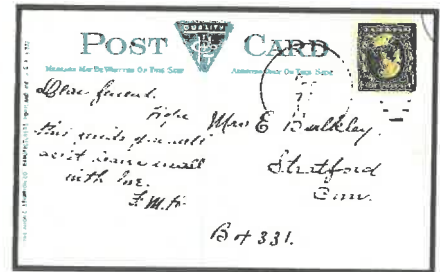
Historical 1887. Is owned by Middlebury and the Middlebury Land trust

Photo shown is not necessarily the season that will be painted



So two postcards with the flipsides for written history and Middlebury Welcome text

All of this to be surrounded by Mountain Laurel state flowers and Ivy which symbolizes foreverness, eternity, faith, commitment and loyalty. Ivy also represents devoted attachment, dedication and affection towards love, partner or friend. Add to this our state bird the Cardinal



Wall Prep

Power wash. wait approx 3 days apply concrete primer bond. Regular outdoor house paint. You can add pigment to any base white paint per quart.

Finally : I can only guess estimate. I can't determine how many colors will be needed for this size of project. Nor can I determine how many hours it will take given temp/weather. I do know that \$3,000. Has already been set aside do to donations.

EMPLOYMENT HANDBOOK
For All Employees of the Town of Middlebury, CT



Town of Middlebury

Approved and Effective June 1, 2023



Table of Contents

INTRODUCTORY STATEMENT	4
AMERICANS WITH DISABILITIES ACT (ADA)	5
ATTENDANCE AND ABSENTEEISM	5
AUTOMOBILE USES AND TRAVEL EXPENSES	6
<i>Use of Cellular Devices While Operating Vehicles</i>	6
<i>Town GPS Policy</i>	6
CHANGES TO EMPLOYEE PERSONAL INFORMATION	7
COBRA - BENEFITS CONTINUATION	7
CODE OF ETHICS	7
COMMUNICATIONS - ELECTRONIC, TELEPHONIC AND PHOTOGRAPHIC	7
<i>License Restrictions</i>	9
<i>Proprietary Information</i>	9
<i>No Town Representation</i>	9
<i>Voicemail</i>	9
<i>Passwords</i>	9
<i>Cellular Telephone Policies</i>	9
<i>Security Camera Policy</i>	10
COMPLAINT PROCEDURES	10
COMPLIANCE WITH IMMIGRATION LAW	10
CONDUCT AND WORKPLACE RULES	11
CONFLICTS OF INTEREST	12
ELECTRONIC MAIL	13
DIRECT DEPOSIT – PAYROLL	14
DISCIPLINE	14
EMPLOYMENT AUTHORITY & PROCEDURES	14
EMPLOYMENT OF RELATIVES AND SIGNIFICANT OTHERS	15
EMPLOYEE BENEFITS	15
EMPLOYMENT STATUS	16
EMPLOYMENT POSITIONS AND CLASSIFICATIONS	16
<i>Exempt-Salaried Employees</i>	17
<i>Non-Exempt Hourly Employees</i>	17
EMPLOYMENT REFERENCES	17
EQUAL EMPLOYMENT OPPORTUNITIES (EEO) & NON-DISCRIMINATION	17
EXTERNAL INQUIRIES	18
FAMILY AND MEDICAL LEAVE ACT - FMLA	18
FUNERAL OR BEREAVEMENT LEAVE	19
GARNISHMENT OF EMPLOYEE WAGES	19
GRATUITIES	19
HARASSMENT	19
HARASSMENT IN THE WORKPLACE	20
HEALTH BENEFITS	21
HOLIDAYS	21
HOME PAGE REGULATIONS	21
HOURS OF WORK	22
<i>Town Hall Hours</i>	22
<i>Library Hours</i>	22
INSPECTIONS, SEARCHES & DRUG TESTS	22



INTERNET ACCESS	22
JURY DUTY	23
LAPTOP, TABLET, AND SMARTPHONE ACCEPTABLE USE POLICY	23
<i>Purpose</i>	23
<i>Ownership and Stewardship Guidelines</i>	23
<i>Appropriate Use of Laptops</i>	23
<i>Software Licensing</i>	24
<i>Software Updates</i>	24
<i>Security</i>	24
<i>Backup</i>	25
<i>Physical Security Controls for Your Laptop</i>	25
LONGEVITY AWARDS	25
MAINTAINING A DRUG AND ALCOHOL-FREE WORKPLACE	26
MANAGEMENT RIGHTS	27
MEDICARE SUPPLEMENT	27
MILITARY LEAVE	28
NEW EMPLOYEE PROBATIONARY PERIOD	28
NON-SOLICITATION & NON-DISTRIBUTION	29
OUTSIDE EMPLOYMENT	29
OVERTIME PAY	29
PAYROLL DEDUCTIONS	30
<i>Federal Income Tax</i>	30
<i>CT State Income Tax</i>	30
<i>Social Security</i>	30
<i>Medicare</i>	30
<i>Health Benefit & Retirement Plans</i>	30
PERFORMANCE EVALUATION	30
PERSONAL APPEARANCE	31
PERSONAL DAYS OFF	31
PERSONAL PROPERTY	31
PERSONNEL FILES	31
RESPONSE TO COMPLAINTS OF DISCRIMINATION	32
RETIREMENT PLANS	32
SAFETY POLICY STATEMENT	32
SECTION 125 PLAN	33
SEXUAL HARASSMENT POLICY	33
SICK LEAVE	34
<i>Part Time Employees</i>	34
<i>Full Time Employees</i>	34
<i>Gifted Sick Days Bank</i>	35
SMOKING IN THE WORKPLACE	35
SOCIAL NETWORKING AND BLOGGING	36
TERMINATION OF EMPLOYMENT	37
UNEMPLOYMENT COMPENSATION	37
VACATION & PAID TIME OFF BENEFITS	38
WAGE INCREASES	38
WHISTLEBLOWER POLICY	38
WORKERS' COMPENSATION INSURANCE	39
CLOSING STATEMENT	41



EXHIBITS..... 42

EXHIBIT I: EMPLOYEE ACKNOWLEDGEMENT FORM 43

EXHIBIT II: THE TOWN OF MIDDLEBURY PRIVACY NOTICE 44

EXHIBIT III: SEXUAL HARASSMENT POLICY ACKNOWLEDGEMENT 50



Introductory Statement

This Employee Handbook (hereinafter referred to as the “Employee Handbook” or “Handbook”) explains the Human Resources policies of The Town of Middlebury, Connecticut (hereinafter referred to as the “Town”, as well as the responsibilities of every regular full time and part time employee. Please read it carefully and retain it for future reference. Changes or additions to this Handbook will be made when necessary and in response to the needs of our Town, its employees, the interests of our residents or applicable laws and public policies. All employees are required to be familiar with and fully compliant with all policies described in this Handbook. This Handbook is not intended to be a complete statement of all our policies and procedures, nor is it a contract of employment, either express or implied, or a guarantee of continuing employment.

Employees are required to sign the Town’s attached Agreement to confirm and acknowledge receipt of the Handbook and their obligation to comply with its provisions.

In order to adapt to changes in applicable employment laws and regulations, the needs of our Town as well as evolving workplace practices, the Town may revise, discontinue, suspend, or modify any of the policies or statements contained in this Handbook as required.

Employees who hold positions that are covered under the terms of a Collective Bargaining Agreement (CBA) should refer to their respective CBA for further specific guidance regarding the terms and conditions of their employment, and details on employee benefits to which they may be entitled.

Your supervisor or our Human Resource (HR) Service Provider will be available to discuss any information in this Handbook with you should you have any questions.

This Handbook fully replaces and supersedes all prior Employment Policy Manuals or Handbooks issued to employees by the Town prior to July 1st, 2022.



Americans with Disabilities Act (ADA)

It is the policy of the Town to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA). The Town will not discriminate against any qualified employee or applicant with respect to any terms or conditions of employment because of a person's disability. This policy covers all employment practices including, but not limited to job application procedures, hiring, promotion, transfer, compensation, training and any other terms and conditions of employment. If an otherwise qualified employee or applicant for employment requests an accommodation, the Town may make a reasonable accommodation for known physical or mental limitations, unless the accommodation would impose an undue hardship on the Town. A qualified individual with a disability is an individual who with or without reasonable accommodation can perform the essential functions, including any applicable skill, experience, educational or licensing requirements of the job. Any qualified employee or applicant for a position who believes he or she may require such accommodation should contact our Office of the First Selectman or their immediate supervisor for further guidance.

Attendance and Absenteeism

Attendance and punctuality are essential aspects of successful performance in every job. We work as a team which requires that each employee be in the right place at the right time. The Town expects employees to be present and punctual each day, begin work at their scheduled time, and be engaged in carrying out their duties during all scheduled work time.

From time to time, it may be necessary for an employee to be late or absent from work. The Town is aware that emergencies, illnesses or pressing personal matters that cannot be scheduled outside of work hours may arise. If you are unable to report to work as scheduled, you must contact your immediate supervisor at least sixty (60) minutes prior to your scheduled start time and state the nature of the absence and anticipated duration of the absence. An employee who fails to promptly inform their supervisor via direct call in, voicemail, e-mail, or text to report an unexpected or unscheduled absence is subject to appropriate disciplinary action.

Excessive or frequent unscheduled and/or unauthorized absences from work, a pattern of tardiness, or falsification of the reasons for an absence constitute a significant performance problem and are subject to disciplinary action up to and including termination of employment. An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved. Employees covered by a CBA will be compensated during authorized absences in accordance with the Vacation, Sick Time and Leave policies contained in their CBA.

Non-exempt employees are not permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness, unauthorized absence, authorized absence, or any other reason, unless specifically authorized by their immediate supervisor.

Employees who are absent from work for three (3) consecutive working days or more without giving proper notice to their supervisor, or other Town manager will be considered to have voluntarily resigned from their position with the Town. At that time, the Town will formally process and record the termination and advise the employee of the action by certified mail to the employee's last known address.

Employees will be permitted time away from work for the following types of reasons, in accordance with the Town's policies, Collective Bargaining Agreements and applicable law: military duty, jury duty,



bereavement, pregnancy disability, approved leaves of absence, paid vacation, paid holidays, or Town related business and other extenuating circumstances.

If you need to arrange time away from work, please request the time away as soon as possible to enable approval. If you have a planned absence for medical reasons which will extend beyond three (3) days, you must notify your immediate supervisor as soon as possible. If you are absent because of an illness for three (3) or more consecutive workdays, you will be required to submit written documentation from your doctor or health care provider stating when you are able to resume normal work duties before you will be allowed to return to work. An ongoing pattern of unapproved and/or unscheduled absences, or frequent tardiness will constitute unsatisfactory performance and may result in disciplinary action.

Automobile Uses and Travel Expenses

The Town will reimburse an employee for use of their personal vehicle for official Town business based on actual miles driven multiplied by the IRS mileage rate in place at the time of use. This amount represents the total compensation for all expenses related to gasoline, mileage, wear and tear, and insurance costs associated with the business use of the vehicle. The Town is not responsible for damage to your personal automobile when it is used for Town business. Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the Town may not be used for personal use without prior approval from their immediate supervisor.

The Town will also reimburse employees for the actual costs incurred for other reasonable business travel expenses, such as, meals, lodging, and other expenses directly related to accomplishing business travel objectives, provided such travel has been authorized in advance and in writing by the First Selectman. Employees are expected to limit expenses to reasonable amounts and must provide receipts for all expenses in excess of \$25.00 with the Request for Reimbursement form they submit to the Finance Department.

When approved travel is completed, employees are required to submit completed travel expense reports no later than thirty (30) days following the completion of the trip. Receipts for all appropriate expenses must be provided with the expense report. Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other questions related to business travel issues.

Abuse of this business travel expenses policy, including falsifying expenses incurred or any other field on the expense report is grounds for disciplinary action, up to and including termination of employment.

Use of Cellular Devices While Operating Vehicles

Use of a cellular phone (Town or Personal) while operating any vehicle owned, operated, or leased by the Town, or personal vehicle being operated while "on the clock", or performing town business, is not permitted.

Town GPS Policy

The Town has implemented a GPS tracking system as an automobile fleet management tool. Implementation of GPS tracking devices provide the Town with an opportunity to reduce operating



costs, including but not limited to vehicle usage, fuel consumption and vehicle maintenance. The technology will also enhance response time and productivity particularly in emergency situations. Tracking will also provide the Town with the ability to view in real time the location of all personnel in order to ensure safety.

The GPS units will be hard wired to Town vehicles and employees are not permitted to tamper, disable, or remove the units from Town vehicles.

Changes to Employee Personal Information

It is the responsibility of each employee to promptly notify The Town of any changes in their personal and family data. This includes but is not limited to, personal mailing addresses, cell or landline telephone numbers, e-mail addresses, number and names of qualified dependents, emergency contacts, new or renewed degrees, professional licenses and certifications, or other related information. Employees are required to promptly report such changes to the Office of the First Selectman or our HR Service Provider.

COBRA - Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives benefit eligible employees and their qualified family members who are actively enrolled in any of the Town's health plans the opportunity to continue health insurance coverage when an employment event occurs that results in the loss of eligibility and coverage.

Under COBRA the employee pays the full cost of coverage at the Town's group rates plus an administrative fee to continue coverage as provided by law. The Town provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for continuing coverage after termination of employment or other COBRA eligible event.

Code of Ethics

The Town of Middlebury adheres to the Code of Ethics ordinance. Please refer to the Town's Code of Ethics Ordinance for further details.

Communications - Electronic, Telephonic and Photographic

The Town's Communication and Information Management systems, and all information and content contained therein (including messages and documents created, sent, received, printed, or stored on these systems) constitute Town proprietary property. Employees have no right or expectation of privacy when using these systems, or rights of ownership of the content of any of these messages or information during the course of employment or upon termination of employment. While e-mail files and other forms of data are treated as confidential, the Town reserves the right to make disclosures for valid business reasons. Employee communications transmitted on the Town's systems are not private and the Town reserves the sole right to monitor, access, retrieve, print, and read all e-mails and other electronic communications, without notice. Management may monitor the electronic communications of employees to determine if there have been violations of law or policy and if inappropriate and unauthorized breaches of confidentiality that were detrimental to Town interests.



The Town also reserves the right to service, replace or remove your computer or its components at any time, with or without notice. Much of the Town's information technology systems may only be accessed with a confidential password. Passwords are intended to prevent unauthorized access to information. However, passwords do not confer any right of privacy upon any employee of the Town. Thus, even though employees may maintain passwords for accessing information technology resources, employees must not expect that any personal information maintained on any Town information systems or electronic mail is private. Further, when conducting business of any kind on behalf of the Town which requires the use of electronic communication, employees are required to solely use the Town's proprietary e-mail system and are strictly prohibited from using personal e-mail accounts or computer systems to conduct Town business. To maintain the efficiency of our system, users should routinely delete outdated and otherwise unnecessary e-mails.

Use of any Town electronic communication systems should be limited to assisting employees in completing their job duties, Town projects, and job assignments; and should not be used for personal matters. Employees should also refrain from any excessive or frequent use of any type of personal electronic communication devices such as cell phones and tablets during work time.

The following activities and uses of Town-owned electronic communication and information management systems are ***strictly prohibited***:

- a) Conducting any personal or family activity or transactions
- b) Posting information, personal, non-business or non-town related opinions or comments to internet discussion groups, social media, or blogs
- c) Unauthorized accessing, downloading, or distributing confidential Town or employee information that you are not authorized to possess
- d) Distributing any content or messages that would be deemed as derogatory, offensive, threatening, discriminatory or harassing to employees, residents, guests, or vendors.
- e) Downloading, receiving, or transmitting pornographic or sexually explicit materials
- f) Unauthorized connection of personal electronic devices on the Town's proprietary Information Technology (IT) network or systems
- g) Inappropriate or unauthorized disclosure or sharing of personal passwords with other employees or external parties

Employees should contact their supervisor or the First Selectman if they have any questions regarding this policy. Violations of any aspect of this policy may result in loss or limitation of computer and internet privileges, or further disciplinary action up to and including termination of employment. All users must immediately report any suspicious behavior, virus releases, actual or perceived breaches of system security, or violations of any aspect of this policy to their department head, head of IT, First Selectman, or our HR Service Provider.

The Town also strictly prohibits the downloading of any unauthorized or unapproved programs or software onto the Town's computers and information networks without express written and prior permission from the First Selectman. This includes screensavers, personal accounts or programs, electronic games, radio stations, video streaming, pictures, music files, or personal e-mail accounts. Employees with questions regarding any element of this policy should promptly speak with their immediate supervisor, the First Selectman, or our HR Service Provider for further clarification and guidance.



License Restrictions

In some cases, the Town purchases licenses for the use of various computer software programs or systems for business purposes and does not own or hold a copyright to the software or its related documentation. Unless specifically authorized by the software developer, the Town and its employees do not have the right to reproduce such software for more than the designated number of computers and/or users as stated in the licensing agreement. Employees are not permitted to use any Town software in a manner inconsistent with the licenses and copyrights of the developers or vendors of the software, nor are employees permitted to remove software from Town systems at any time.

Proprietary Information

Employees must not permit any proprietary or confidential information of the Town to enter the public domain through electronic transmissions. Also, the Town's systems shall not be used to receive from others proprietary or copyrighted materials, confidential business information, plans or trade secrets, or other inappropriate or illegal materials.

No Town Representation

Only duly authorized employees may communicate on the Internet (or elsewhere) on behalf of the Town. Employees may not express any personal opinions, positions, or views in any manner on any Town or personal systems that may be misconstrued by others as being those of the Town. Employees may not state their affiliation with the Town on the Internet unless doing so is required as part of their job and assigned duties.

Voicemail

The Town maintains a telephonic voicemail system. The system is provided by the Town to assist employees in the conduct of Town business, and it is the Town's property. All messages sent and received in the voicemail system are and remain the property of the Town and are not the property of the employee. Use of the voicemail system may not be used for personal matters or personal business.

The Town voicemail system may not be used to solicit or promote personal or commercial ventures, religious or political causes, outside organizations or other solicitations not related to Town business. It is not to be used to create any offensive or disruptive messages. As with all Town Systems, the Town reserves its right to review, audit, intercept, access, and disclose all messages received, sent, or stored over the voicemail system at any time, and for any purpose. Confidentiality of messages should not be assumed. Notwithstanding the Town's right to retrieve any voicemail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are prohibited from attempting to gain access to or retrieve another employee's messages received via voice or e-mail, text, or in any other format.

Passwords

In order to ensure the security of the Town's electronic systems and tools, the Town requires authorized users to establish protection for any Town information they use in the course of their jobs. Employees shall protect the security of the Town's systems by regularly changing their private passwords and by not sharing their private passwords with any other individual unless specifically authorized to do so by the Office of the First Selectman.

Cellular Telephone Policies

All cellular telephones assigned to Town employees are for official Town use only and shall not be used for any personal, improper, or illegal purpose.



If an employee is required to make an important personal telephone call due to some unanticipated emergency, he or she shall report the personal use of the cellular phone to his or her immediate supervisor at the earliest convenient time.

Use of a cellular phone (Town or Personal) while operating any vehicle owned, operated, or leased by the Town is not permitted. Employees in possession of Town cellular phones are required to take appropriate precautions to prevent theft, misuse, or loss, and to promptly return the phone to Town Hall upon termination of employment.

Security Camera Policy

This policy informs employees that Security Cameras have been installed in multiple internal and external Town locations to secure Town property and to protect employees and visitors. Cameras are consistently recording activities and are monitored frequently. No one will have access to any recording except authorized personnel or if there is an investigation into an employee, workplace, or criminal matter.

Complaint Procedures

To ensure that our workplace is safe, fulfills our values, and meets the highest standards of behavior, the Town expects that all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position will be promptly reported. If you experience or observe any job-related harassment based on gender, race, national origin, disability, or any other factor, or believe that you or others have been treated in an unlawful, discriminatory manner, promptly report the incident to your immediate supervisor, the Office of First Selectman, or our HR Service Provider. Incidents of harassment may include situations where the alleged offender is a supervisor, coworker, or even a non-employee with whom the employee works, directly or indirectly, such as a vendor, supplier, business affiliate or partner, or external visitor.

Should the alleged harassment occur at a time other than normal business hours or off premises, your complaint should be filed as early as practicable on the first business day following the alleged incident. You may also leave a voicemail message with our HR Service Provider if you prefer at any time. Please understand that the Town takes all complaints of discrimination and harassment very seriously and will thoroughly investigate all complaints. If your manager is the person who is responsible for the harassment, or if you have reported harassment to a member of management and no action was taken, please report such conduct or situations to the Office of the First Selectman, or the HR Service Provider. In such circumstance, there is no need to follow any formal chain of command when filing a complaint. When discussing or expressing any issue or concern regarding actual or alleged discrimination or harassment and you may bypass anyone in your direct chain of command and file your complaint or discuss or express any issue of concern with the Office of the First Selectman or our HR Service Provider at any time.

Compliance with Immigration Law

The Town is committed to employing only U.S. Citizens or other workers who are legally authorized to work in the United States and will not unlawfully discriminate against any employee or job applicant on the basis of citizenship or national origin. All offers of employment to applicants are contingent upon their ability to provide timely verification of their authorization to work in the United States.



Every new employee will be required to provide original documents such as a valid and active U.S. Passport, a current state issued driver's license, a U.S. Social Security card or other documents as listed on the I-9 form that are required by federal law to verify his or her authorization to work in the United States. These documents are needed to successfully complete the I-9 Form within three (3) business days as defined by the Immigration Reform and Control Act (IRCA) of 1986. Employees who cannot or will not complete the I-9 form as required will not be allowed to continue employment, and his or her employment shall be terminated accordingly.

Conduct and Workplace Rules

To ensure orderly and safe operations and provide the best possible work environment, the Town expects all employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

When an employee fails to meet the Town's expectations, his or her supervisor or the First Selectman may, in their sole discretion and to the extent permitted by law, or following the policies or terms and conditions contained in a CBA, impose an appropriate corrective action or disciplinary plan up to and including termination of employment. The action taken will address any failure or deficiency in the employee's behaviors or the employee's failure to comply with established rules and standards. Examples of employee actions which may result in disciplinary action are too numerous to list here, but can include, without limitation, the following:

- a) Theft, inappropriate removal, or unauthorized possession of property or assets belonging to the Town, employees, guests, vendors, or visitors.
- b) Falsification of any of the Town's proprietary reports, communications, records, including, without limitation, employment applications, personnel records, employee benefit claims, time keeping records, payroll accounts, Town records, documents, filings, or litigation documents.
- c) Working while under the influence of alcohol, illegal drugs, or prescription drugs not prescribed by their personal physician.
- d) Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating any vehicles or equipment owned, operated, or leased by the Town.
- e) Fighting or threatening employees, residents, or visitors with physical violence in the workplace, during work-related activities or off premises and off work hours.
- f) Boisterous or disruptive activity in the workplace.
- g) Negligence or improper conduct leading to damage of employer-owned or resident-owned property.
- h) Insubordination or other disrespectful conduct.
- i) Gross Misconduct.
- j) Violation of any policies, procedures or rules that regulate workplace safety and health.
- k) Smoking in prohibited areas.
- l) Sexual harassment or other forms of unlawful or unwelcome harassment.
- m) Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.



- n) Excessive tardiness, absenteeism, or any absence without proper notice.
- o) Unauthorized absence from workstation during the workday.
- p) Sleeping on the job.
- q) Unauthorized use of Town owned telephones, e-mail systems, postage systems, IT systems or other employer-owned equipment.
- r) Unauthorized disclosure of any Town proprietary or confidential information.
- s) Violation of the Town's Code of Ethics or Conflicts of Interest policies.
- t) Violation of any policy of the Town, including but not limited to, the policies contained in this Handbook.
- u) Unsatisfactory performance or conduct.
- v) Failure to follow the dress code or maintain personal hygiene standards.
- w) Misappropriation of Town assets, materials, or property.
- x) Intentionally intercepting, eavesdropping, recording, altering, or receiving another employee's e-mail or voicemail messages without prior authorization from the Office of the First Selectman.
- y) Destruction, defacement, concealment or theft of Town property, or property of coworkers, suppliers, or visitors, whether or not such property is actually removed from the premises.
- z) Failure to cooperate as requested in any official investigation authorized by the Town or its designated counsel or advisors.

Conflicts of Interest

It is the policy of the Town that all interactions with vendors, suppliers and other outside sources fully comply with applicable law, meet established Town and community standards of ethical behavior, and not create an actual conflict of interest, or the appearance of a conflict of interest. Our values system seeks to promote fair and open dealings in every situation and business relationship. Employees in the execution of their job duties must avoid any actions, decisions or situations which create an actual conflict of interest or a perceived conflict of interest between the interests of the Town and their own personal interest. Employees working with vendors, suppliers, contractors, developers, consultants, or any person or entity doing or seeking to do business with the Town are to act exclusively in the best interest of the Town and its residents. Each employee is required to make prompt and full disclosure to their manager of any potential or actual situations which arise that create or may create a current or future conflict of interest.

A conflict of interest occurs when an employee's judgment in acting for and on behalf of the Town is adversely affected. Examples of conflicts of interest include, but are not limited to:

- a) Accepting or soliciting any gratuities or gifts, regardless of value, from outside sources, including, but not limited to, vendors, sales representatives, contractors, suppliers, or prospective suppliers, etc., or any other person or entity who does business with the Town or seeks to do business with the Town.
- b) Rendering services or information to suppliers or vendors, engaging in outside employment that conflicts with the employee's obligations to the Town, or behaving in any way which



conflicts with the work, values or reputation of the Town.

- c) Using or permitting others to use or access Town documents, equipment, confidential information, without proper authorization.
- d) Benefiting personally in any way from any purchases or sales by the Town.
- e) Employees who feel they may have encountered or observed a situation that might be regarded as a conflict of interest, must immediately consult their supervisor, the Office of the First Selectman, or our human resource provider for further guidance.

Any action, decision or engagement in any business practice taken by an employee that compromises the Town in any way may result in the immediate termination of employment. Additionally, any action taken by an employee that violated applicable federal or state laws may also be grounds for external legal action against that employee.

Employees are strictly prohibited from engaging in such outside work for any firm, organization, or individual that creates an actual conflict of interest or the appearance of such a conflict. Employees may not receive any income or material gain from individuals outside the Town for materials produced or services rendered for the Town while performing their assigned duties.

Employees must speak directly with their supervisor, the First Selectman or our HR Service Provider to determine if any potential outside employment would be a violation of this policy and must obtain express written consent to engage in such outside employment prior to commencement of any outside employment.

If the Town determines in its sole discretion that an employee's outside work interferes with the employee's performance or their ability to meet the requirements of the Town, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Town.

Electronic Mail

The Town's e-mail system is designed to facilitate official Town business communication among Town employees and other business associates and is limited to communications solely-related to official Town business. The e-mail systems are the property of the Town, regardless of the physical location of their files or the form in which their files are maintained.

- a) Users shall not send mass distribution e-mail messages (e.g., town-wide, region-wide, or statewide) without the prior, written authorization of their department head or Office of First Selectman.
- b) Mis-addressed e-mail shall be promptly returned to the original sender with a message to the sender that the message was received as an error or mistake.
- c) The e-mail system is not intended to transmit confidential or sensitive materials, which are more appropriately communicated in written form or by personal conversation. Confidential, attorney-client communications, that are made by e-mail, shall be protected from disclosure, and shall not be forwarded to anyone without the express permission of Town Counsel.
- d) The storage and purging of e-mails are subject to the State Freedom of Information Act and Records Retention Act and other applicable laws and regulations.



Direct Deposit – Payroll

Direct deposit for payroll is required of all newly hired employees. The Town will not issue live payroll checks to new employees. Employees must complete a Federal and CT W-4 form at time of hire and are free to revise those at any time as needed.

Discipline

The Town is committed to ensuring fair and equitable treatment of all employees, and taking disciplinary actions that are prompt, measured, uniform and impartial in response to unsatisfactory conduct or job performance. Where appropriate, disciplinary actions will be determined and implemented in accordance with disciplinary measures and procedures established and defined in the appropriate Collective Bargaining Agreement.

Employment Authority & Procedures

- A. The authority to employ exempt and non-exempt personnel in currently authorized and vacant positions is delegated to the First Selectman, who acts in collaboration with the Head of the specific department. This authority extends equally to decisions related to promotion, transfer, and discharge.
- B. All employment decisions relating to hiring and selection, performance evaluation, promotion, transfer, demotion, assignment, or continuance of employment are made on the basis of the competence and skill demonstrated by the individual employee, and needs of the Town, as determined by the employee's supervisor and other key leaders or Board of Selectman.
- C. The Town requires that each of following steps and actions be fully completed before an applicant's employment process is finalized and the applicant can begin work and placed on the Town's payroll:
 - a) A signed and completed application for employment has been received
 - b) A personal interview(s) with selected management personnel occurred
 - c) Satisfactory references, preferably from previous employers, were obtained
 - d) Evidence of citizenship or evidence of identity and authorization to work in the United States; (I-9 Form) is completed. This must be completed no later than three (3) days post-employment
 - e) State and Federal Withholding Tax Forms (W-4) are completely filled out and signed by the applicant
 - f) A completed Direct Deposit form has been received
 - g) If appropriate, a background check including a motor vehicle record will be performed after the applicant signs the authorization form
 - h) Where applicable, a post-offer of employment physical examination and pre-employment drug test is performed
 - i) An accurate, signed, and approved job description prepared for each position is required which will also establish and document the correct Fair Labor Standards Act (Exempt or Non-exempt) classification for each position



Employment of Relatives and Significant Others

Due to the potential for actual or perceived conflicts such as favoritism, personal conflicts, or family conflicts being carried inappropriately into the workplace, the Town limits but may permit the employment of relatives of current employees only if:

- a) Candidates for employment apply for open positions that do not report to, or work directly for, a relative.
- b) Candidates for employment may not apply for or occupy a position in the same line of authority in which a Town employee can use his/her managerial, supervisory, or executive authority to initiate or participate in decisions involving a direct benefit to or on behalf of the relative. Such decisions include but are not limited to hiring, retention, transfer, promotion, wages and leave requests. This policy applies to all current employees and candidates for future employment.
- c) In special circumstances, it may be necessary to have a family member working directly for another relative. This requires special approval by the First Selectman, and in all instances, the employee may not report to or under their relative.

A "family member" is defined as one of the following: spouse, domestic partner, significant other, parent/step-parent, child/step-child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son or daughter). The Town reserves the right to reassign employees or take other appropriate actions if such as relationship is created as a result of marriage or other circumstances.

Employee Benefits

The Town sponsors several employee health and retirement benefit programs for eligible employees. Based upon your status as a full time or part time employee you may be eligible to enroll in some or all of these benefit programs. These benefit programs, for eligible staff, are an investment in our employees and represent an important component of an employee's total compensation. From time to time, the Town will periodically decide to review any of these benefit program and may make modifications as it deems appropriate, including changes to carriers, vendors, and providers.

The employee health plans are designed to require eligible and enrolled employees to contribute a percentage of the plan cost and their actual claims. Covered employees may request a copy of the Summary Plan Description (SPD) for each Plan that they enroll in to see further specifics and details. Employees whose position is covered by a specific Collective Bargaining Agreement should refer to that CBA for further details regarding eligibility, coverage, cost, and other relevant factors.

Special Enrollment for Qualifying Life Events

These special enrollment rights apply without regard to the dates on which an individual would otherwise be able to enroll under the plan. Special Enrollment periods apply to you and/or your spouse and dependents if a Qualifying Life Event occurs such as marriage, divorce, death, birth, or adoption of a new child. Under these rules, a group health plan is required to provide a special enrollment period for these individuals should they request enrollment within thirty (30) days after a special enrollment event has occurred. Failure to report the qualifying event within 30 days will result in a lost opportunity for enrollment until the next annual open enrollment period occurs.



An employee of the Town is any regular full time or regular part time employee who is paid a regular salary, bonuses, an hourly rate of pay, or overtime pay directly by the Town that is subject to all applicable and lawful withholdings and deductions and reported annually to the IRS as W-2 earnings; and one who meets all other definitions of employee as set forth by all applicable laws, State or Federal Department of Labor (DOL) and Internal Revenue Service (IRS) regulations.

Employment Status

This Handbook is not intended as and shall not constitute a contract of employment or any promise of continuing employment.

The terms and conditions of employment for those Town employees whose position is covered by a Collective Bargaining Agreement (CBA) are defined and recorded in their respective CBA. Employees should be completely familiar with these terms.

Those employees whose position is not covered by a CBA are employed under the Employment At-Will doctrine. This means that regardless of any provision in this Handbook, the Town or employee may terminate the employment relationship at any time, with or without reason, cause, or notice. Nothing contained in this Handbook or in any other Town document or statement, written or oral, shall limit the Town's right to terminate the employment of any "At-Will" employee. While we encourage employees to provide working notice if they decide to leave the Town, they are nonetheless free to resign from their employment with the Town at any time and any reason with or without notice. No Officer, Employee, Representative or Agent of the Town is authorized to enter into an agreement with any at-will employee for a specified period of time or make a promise of continuing employment unless such an agreement is in a written contract signed only by the First Selectman or the Board of Selectman.

Additionally, nothing in this Handbook is intended to unlawfully restrict or restrain the rights of employees to engage in any activity that is guaranteed them by Section 7 of the National Labor Relations Act (NLRA), including but not limited to, the right to engage in concerted, protected activity for the purposes of their mutual aid and protection.

Employment Positions and Classifications

- a) **Full Time** – Individuals regularly scheduled to work 35 hours or more hours per week. These employees are eligible for full Town benefits.
- b) **Part Time** – Individuals regularly scheduled to work less than 35 hours per week but who work 20 or more hours per week. Unless otherwise provided by agreement with the Town, these employees shall not accrue vacation, but shall accrue sick days proportionate to the hours worked (as provided by Connecticut General Statutes Sec. 31-57s, as amended).
- c) **Part Time Non-Benefit Eligible** – Employees working less than 20 hours per week shall not be eligible for benefits, unless otherwise provided by agreement with the Town.
- d) **Temporary Workers or Seasonal Workers** - These are individuals hired, or contracted, for a specific finite period of time. They are informed of the anticipated duration of the job at the time they begin work. They may be either full time or part time and as temporary workers are not eligible for benefits.



Exempt-Salaried Employees

Exempt-salaried employees are those employees whose duties are such that they are exempt from the overtime and minimum wage provisions of the Fair Labor Standards Act (FLSA), and any other applicable state and federal wage and hour laws. In general, employees engaged in executive, administrative, and professional work fall within this classification.

Non-Exempt Hourly Employees

Non-exempt hourly employees are those employees who are subject to the overtime and minimum wage provisions of the Fair Labor Standards Act (FLSA), and any other applicable state and federal wage and hour laws. In general, such employees are eligible for overtime pay for hours worked in excess of 40 hours per week. Time and one half the hourly rate of pay will be paid when an hourly employee works in excess of 40 hours in the week.

Employees whose position is covered by a CBA should refer to their respective CBA for further details regarding overtime thresholds.

Employment References

All external inquiries requesting any information regarding a current or former employee must be promptly directed to the Office of the First Selectman or the Town's HR Service Provider. Employees are not permitted to provide any information of any kind regarding any current or former employee to any third party making such a request. As a matter of law, policy and practice the Town does not provide references, but in accordance with law will confirm a former employee's dates of employment and last title. Employees receiving such a request from any outside third party, in any form or manner, must forward that request directly as described above.

If a third party submits a written request for information about a current or former employee, the Town, under the direction of the First Selectman and guidance from our HR Service Provider, may release the following information only based on the nature of the request and the identity of the party requesting that information:

- a) Employee's present or last position held and job title
- b) Employee's dates of employment; and
- c) Employee's present or last salary

Equal Employment Opportunities (EEO) & Non-Discrimination

The Town is committed to the concept and implementation of affirmative action and the provision of equal employment opportunities to all applicants, participants, and staff. It is the policy of the Town to provide equal employment opportunities to all persons without regard to race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or history of mental disability, intellectual disability, learning disability or physical disability, or any other status protected by law. The First Selectman is designated as the Town's Affirmative Action Officer for the Town.



External Inquiries

From time to time, Town employees may receive inquiries from outside sources related to the Town, its business operations, or activities. Outside sources include, without limitation, federal, state, or local governmental agencies or authorities, calls from private attorneys, media inquiries, as well as inquiries from or through electronic sources such as Facebook, Twitter, Instagram, etc. The composition and nature of our workforce and select information regarding Town operations should be considered confidential information and should be handled accordingly at all times. Employees are not permitted to reveal confidential employee or Town information to any outside sources, unless specifically instructed to do so by their supervisor. All inquiries should be promptly referred directly and only to the office of the First Selectman for appropriate follow-up. Employees are not authorized to communicate with the media or any other external source unless such communication is an essential function of their role with the Town and is done in accordance with direction from the First Selectman, and according to standard professional business practices.

Family and Medical Leave Act - FMLA

The Federal Family and Medical Leave Act (FMLA) requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees seeking leave under FMLA should consult with our HR Service Provider for further details regarding their eligibility and benefits. Generally, all approved leaves of absence will run concurrent with any other available paid or unpaid time off, and/or leave policy.

Reasons for Taking Leave

Requests for FMLA must be submitted in writing for any of the following reasons:

- a) To care for the employee’s child after birth, or placement for adoption or foster care;
- b) To care for the employee’s spouse, son or daughter, or parent who has a serious health condition; or
- c) For a serious health condition that makes the employee unable to perform the essential functions and duties of their job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification

In non-emergency situations the employee will be required to provide advance notice of their request for leave under FMLA and provide documentation from the appropriate health care professional that provides clear, medical certification to support and justify the leave request. Requests for leave that do not meet these requirements, or others, may be denied if

- a) The employee ordinarily must provide at least 30 days advance notice when the leave is “foreseeable”.
- b) The Town will require medical certification to support a request for leave because of a serious health condition of the employee or eligible family member and may require second or third opinions (at the Town’s expense) if needed, as well as a fitness for duty report for the employees to return to work.
- c) For the duration of FMLA leave, the Town will maintain the employee’s health coverage under any “group health plan”. The employee must, however, continue to contribute, at his or her required contribution rate, for the group health plan. If employee does not make premium



payments in a timely manner the Town reserves the right to terminate coverage..

- d) Upon the employee's return from FMLA leave, he/she will be returned to their original or equivalent position with equivalent pay, benefits, and other employment terms.

Employees are encouraged to contact our HR Service Provider to discuss actual or possible leave requests under FMLA.

Funeral or Bereavement Leave

Employees covered by a CBA should refer to their CBA for further details regarding time provided for funeral and bereavement leave and pay.

For full time employees not covered by a CBA, the Town provides special leave of up to five (5) consecutive working days, with pay. The leave will be granted in each instance for absence from work for a death in their immediate family. Immediate family shall include spouse, children, parents, brother, sister, grandparents, mother or father-in-law, grandchildren, step-parents, step-children, and all relatives domiciled in the employee's home.

Garnishment of Employee Wages

A wage garnishment is any legal procedure through which some portion of an employee's earnings is required to be withheld through their employer for the payment or repayment of a debt. Most wage garnishments are made by court order. Other garnishments may include IRS or state tax agency collections of unpaid taxes or debts to government agencies. The Town will fully comply with any legally served garnishment order and will administer and process wage withholdings as specifically stated in the court order. The Town has no independent authority or discretion to adjust, postpone, discontinue, or ignore a properly served wage garnishment order.

Gratuities

Federal and state laws and regulations specifically state that government employees and officials may not accept gratuities from the private sector entities and prohibits Town representatives from making or offering to make gratuities available. The Town will carefully monitor operations to ensure that all employees are informed of and maintain adherence to this policy

Harassment

It is the long-established policy of The Town to extend equal employment and advancement opportunities to all qualified individuals regardless of their race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to, blindness, military service, or citizenship.

All personnel are reminded that each employee is at all times to be treated courteously by fellow employees, so that he or she is free from harassment or interference based on factors such as those mentioned above. Harassment is defined as unwelcome or unsolicited verbal, physical or sexual conduct that interferes with an employees' job performance or which creates an intimidating, offensive



or hostile work environment. Examples of what may be considered harassment, depending on the circumstances, are:

- Questions or comments that unnecessarily infringe on personal privacy or offensive, sexist, off-color or sexual remarks, jokes, slurs or propositions or comments that disparage a person or group on the basis of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to, blindness, military service or citizenship.
- Derogatory or suggestive posters, cartoons, photographs, calendars, graffiti, drawings, other materials, or gestures.
- Inappropriate touching, hitting, pushing or other aggressive physical contact or threats to take such action.
- Unsolicited sexual advances, requests, or demands, explicit or implicit, for sexual favors.

Anyone who feels that he or she has been discriminated against or harassed should report such incidents to their supervisor, our HR service provider or to the Office of the First Selectman.

The Town will promptly investigate all charges of violation of this policy. The confidentiality of persons reporting violations will be respected so far as practicable in investigating such claims. There will absolutely be no retaliation against persons filing such complaints, in accordance with applicable law.

Harassment in the Workplace

Sexual and other forms of harassment are illegal and prohibited by Title VII of the Civil Rights Act of 1964 and the Connecticut Discriminatory Employment Practices Act. Forms of harassment prohibited include harassment based on an individual's race, color, religion, age, sex, sexual orientation, pregnancy, marital status, national origin, ancestry, past or present history of mental disorder, mental retardation, learning disability, physical disability, or any other protected classification. The Town does not tolerate workplace harassment of any kind by any employee or third party. Workplace harassment can take many forms. It may be, but is not limited to, inappropriate words, signs, offensive jokes, slurs, cartoons, cards, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, violence, or threats of violence.

Harassment has the purpose or effect of creating an intimidating, hostile or offensive work environment. The Town takes all allegations of harassment seriously and will respond promptly to any such complaints. Any employee proven to have violated this policy is subject to disciplinary action, up to and including immediate termination of employment. The Town strictly prohibits any act of retaliation or adverse action by any employee, supervisor, or manager against any other employee for exercising their legal right to report a possible or actual violation of this policy, or for cooperating in a Town investigation of any complaint of harassment. Employees who believe this policy has been violated in any way by a co-worker, supervisor, client, vendor, or visitor must promptly report the violation directly to their immediate supervisor, our HR Service Provider, or the First Selectman. Every report of actual or perceived harassment will be investigated promptly and appropriate corrective action taken.



Health Benefits

- a) Employees whose position is covered by a CBA should refer to their respective CBA for further details regarding health benefits coverage and enrollment eligibility.
- b) Employees not covered by a CBA who work more than an average of thirty (30) hours per week, but less than thirty-five average hours in a quarter, are eligible to enroll in the Town's health plans. For those employees, the Town will provide individual health insurance for the employee only at the current rate. Family coverage for eligible dependents is available however the employee must pay 100% of the cost of their dependent(s) enrollment into the plan.
- c) Town employees who work thirty-five (35) hours or more per week in a quarter are eligible to enroll in full health insurance benefits including family coverage at the current rate.

Holidays

In December of each year, a list of the paid holidays for the coming year will be announced. Holidays falling on a Saturday will generally be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. These holidays will generally conform to the State of Connecticut's observance of these holidays. Should the holiday fall on a scheduled vacation day or on a sick day, the day will be charged as holiday. The employee shall not be required to use vacation time that overlaps or concurs with a holiday. An employee who is required to work on a holiday shall be given a substitute day off.

Home Page Regulations

The purpose of the Town Home Page (the "Home Page") is to establish a government network, which provides residents and non-residents information about the Town. Users of the Home Page must comply with the following regulations:

- a) All information posted on the Home Page shall be for the benefit of the Town as a whole and shall not benefit any individual differently from the benefit intended for and derived by the general public.
- b) Each department head shall be responsible for providing accurate and current information for posting on the Home Page; and no information shall be posted on the Home Page without prior approval from the First Selectman's office. All new or updated content will be uploaded and posted solely by the Executive Assistant of the First Selectman. This responsibility applies equally with respect to the removal of obsolete or outdated content.
- c) The Home Page and its various components are the sole property of the Town.
- d) The Town's Home Page shall be periodically reviewed by a designated employee to ensure that the information posted is current and accurate.
- e) The Town makes the following disclaimers concerning access to its Home Page, any links therefrom, and any information provided therein:
 1. The Town makes no warranties of any kind, express or implied, for the services it is providing.



2. The Town shall not be held liable, for any material obtained through its Home Page or through its Internet access or for the use of any information retrieved therefrom even if the information is unlawful, incomplete, incorrect, or harmful in any way.
3. Use of information obtained from these sources is made at the user's risk, and the Town specifically denies any liability for the accuracy or quality of the information obtained through these sources.

Hours of Work

Town Hall Hours

The normal (regular) work week is 35 hours for the Town Hall employees. The normal work hours for Town Hall employees are 8:00 a.m. to 4:00 p.m. – Monday through Friday.

Employees whose position is covered by a CBA should refer to their respective CBA for further details regarding normal work hours.

Library Hours

The normal (regular) work week is 37½ hours for Library employees. The normal work hours for Library employees are on a staggered schedule of 8:30 a.m. – 4:00 p.m., 9:00 a.m. – 4:30 p.m., 9:30 a.m. – 5:00 p.m., and 12:30 p.m. – 8:00 p.m, Monday through Friday. Saturday hours are 9:00 a.m – 2:00 p.m. and will be closed during the months of June, July and August.

The Library will be closed on Saturdays during July and August.

Inspections, Searches & Drug Tests

The Town is committed to providing a safe, efficient, and productive work environment for all employees and visitors. Using or being under the influence of drugs or alcohol on the job, or possession of dangerous weapons may pose serious safety and health risks to others. To the extent provided by law, Town management reserves the right to conduct unannounced searches of Town property for illegal or prohibited substances and items such as alcohol, drugs, controlled substances or other illegal substances, dangerous materials, or weapons. Our right to search includes Town owned or leased equipment and property including, but not limited to, vehicles, lockers, desks, file cabinets, storage areas, and rooms provided for employees to store personal property.

Additionally, whenever the Town has reasonable suspicion that an employee has sold, purchased, used, or possessed alcohol, drugs, or drug paraphernalia on Town premises, the Town may inspect the employee's personal effects. Year-end Holiday gift giving of alcohol in sealed containers is excluded from this policy.

Internet Access

Access to the internet provides users of the Town's electronic systems and tools with e-mail communication, information and news services, connections to many libraries, companies, agencies, and businesses; and a method of acquiring and sharing governmental, technical, and legal information. Not all sources on the internet provide information that is accurate, complete, current, or legal. The content of the materials on the internet changes rapidly and unpredictably. Users must be aware of



these limitations and must use information retrieved from the internet accordingly. Requests for internet access must be approved by the employee's department head prior to accessing the internet. When access is granted, internet usage shall be strictly limited to conducting official Town business. E-mail system users shall abide by these regulations.

Jury Duty

The Town encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request unpaid jury duty leave for the length of absence. If desired, employees may use any available paid time off (for example, vacation benefits). Employees should refer to their respective CBA for further details on jury duty.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor can make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Either the Town or the employee may request an excuse from jury duty if, in The Town's judgment, the employee's absence would create serious operational difficulties.

Laptop, Tablet, and Smartphone Acceptable Use Policy

Purpose

This policy describes the controls necessary and employee's obligations to minimize or eliminate risks to Town's electronically stored information and the Town's laptops, tablets, and smartphones.

All of the Town's computer systems face information security risks. Portable laptop computers, tablets and smartphones are essential business tools, vulnerable to physical damage, theft, or loss, as well as loss or compromise to the confidential business and employee information they contain.

Ownership and Stewardship Guidelines

Town provided laptops, tablets and smartphones are the property of The Town and shall be used solely for legitimate Town-related field and office tasks. The laptop, tablet and smartphone provided is not intended to replace any employee's personal and private laptop, desktop computer, tablet, phone or other computing device. Individuals who do not abide by this policy are subject to appropriate disciplinary actions set forth by The Town.

The Town employees act as physical stewards of the Town and are fully liable for lost or stolen laptops, tablets, and smartphones issued to them by the Town. Any laptop, tablet and smartphone that may be damaged due to negligence on the part of the employee will be billed as such to the employee. In the case of a stolen or lost laptop, tablet and/or smartphone, please report the incident to your local police station, and the Head of IT services.

Appropriate Use of Laptops

Use of laptops, tablets and smartphones is intended to support The Town's clientele and to perform administrative tasks when not in the field. Use of the laptop, tablet and smartphone for personal purposes should be within the standards of good judgment and common sense, in compliance with asset usage policies.



The Town reserves the right to collect laptops, tablets, and smartphones through their life cycle for service, maintenance; lack of use or any inappropriate use. At any time, the Town reserves the sole right to suspend an employee's use of laptops, tablets, and smartphones without prior notice.

Software Licensing

Laptops, tablets, and smartphones will be configured with a standard suite of Town-owned software along with free networking utilities commonly utilized by employees. Town-owned software may not be duplicated or transferred to any other system or media.

Additional software such as networking tools and other technically related software may be installed by the user provided the applications are deemed free shareware or properly purchased and licensed. Installation of illegally obtained software to a Town laptop, tablet or smartphone is strictly prohibited.

Software for personal use such as games, entertainment software or personal finance software may not be loaded on Town-owned laptops, tablets, and smartphones.

Any system corruption or errors caused by installing or downloading software may cause the system to be re-imaged. It will be the responsibility of the employee to perform this re-configuration on non-Town time. Any violation of software installs may result in the loss of usage privileges.

Software Updates

All Town-owned laptops, tablets and smartphones must maintain the latest updates for the relevant Operating System installed on the device. It is the employee's responsibility to ensure that the current updates are maintained on the system.

The anti-virus application installed on laptops will need to be maintained by the employee responsible for the device.

Security

The Town's best security practices must be maintained when traveling from network to network. No personal data is to be stored locally on the Town-owned laptops, tablets, and smartphones.

It is expected that any cached credentials be cleared from the system at all times. Wireless network passwords are not to be stored in the laptop network configuration locations. If RDP* sessions have cached credentials this information must be cleared.

Screen savers with security locking must be enabled at all times in case the laptop, tablet and/or smartphone is left unattended. Laptops, tablets, and smartphones must routinely be scanned for security threats.

Personal firewalls must be installed, as appropriate, and enabled at all times. The personal firewall software must be running a current version of the software, scanning engine and/or signature file.

Antivirus software must be installed and enabled at all times. The antivirus software must be running a current version of the software, scanning engine and/or signature file.

The Town reserves the right to inspect laptops, tablets, and smartphones for any security violations without prior notice.



Backup

Employees shall assume responsibility for backing up any documentation, or data, that has been created offsite. Because employees are prohibited from using Town systems for any personal purposes, the Town is not responsible for the loss of any personal data, documents, photos, or other data files stored on Town systems due to hardware failures or system corruption.

Physical Security Controls for Your Laptop

Due to their size and portability, laptop computers, tablets and smartphones are especially vulnerable to theft. Below are some tips on how to protect your laptop from being stolen:

- a) Do not leave a laptop, tablet, or smartphone in an unlocked vehicle, even if the vehicle is in your driveway or garage, and never leave it in plain sight. If you must leave your laptop, tablet or smartphone in a vehicle, the best place is in a locked trunk. If you do not have a trunk, cover it up and lock the doors.
- b) Be aware of the damage extreme temperature can cause to computers, tablets, and smartphones.
- c) Carry your laptop, tablet and smartphone in a nondescript carrying case or bag when traveling.
- d) Do not leave a meeting or conference room without your laptop, tablet, or smartphone. Take it with you.
- e) Never check a laptop, tablet, or smartphone as luggage at the airport. The Federal Aviation Administration has issued a warning about an increasingly common scam—stealing laptops, tablets, and smartphones from the conveyor belts of metal detectors. Wait for those ahead of you to pass through the metal detector before placing your laptop on the belt. Another airport scam to be aware of—one person will engage you in conversation or bump into you and their partner in crime will steal your laptop, tablet, or smartphone while you are distracted. Be alert.
- f) Do not let unaccompanied strangers wander around in your workplace. Offer assistance and deliver the person to their destination.

Longevity Awards

Employees in union positions should refer to their respective CBA for specific details regarding their eligibility to receive these Awards, as well as the specific amounts of the Awards.

All full time, non-union employees shall be eligible for longevity award payments for continued service to the Town in accordance with the following schedule.

Years of Service	Annual Award
<i>After five years of full-time service Add \$10.00 each year up to 10 years</i>	\$200.00
<i>After ten years of full-time service Add \$10.00 additional each year up to 15 years</i>	\$250.00
<i>After 15 years of full-time service</i>	\$300.00



- a) Longevity payments shall not be taken into consideration in determining the annual pay rate of the employee.
- b) Longevity payments shall be included in the employee's total earnings for purposes of determining pension benefits.
- c) Service shall be calculated from the date an employee is assigned as a full-time employee of the Town.
- d) An employee shall be deemed entitled to longevity payments as of the first day of the fiscal year in which he/she does attain the prescribed years of service.
- e) Longevity payments shall be included in the pay distributed on the second payday in December in each year. There shall be no proration of longevity payments.
- f) Breaks in service shall be excluded from the calculation of years of service, for the purpose of Longevity payments
- g) Payments are deemed taxable income and are subject to all applicable withholdings for state and federal income taxes and shall be included in the employee's year end W-2 statement.
- h) Eligible employees must be actively employed at the time the Longevity Award is scheduled for payment.

Maintaining a Drug and Alcohol-Free Workplace

Our Town is fully committed to providing our employees, residents, and guests with a safe, healthy, clean, and enjoyable workplace. Accordingly, the following actions and behaviors by employees are strictly prohibited at all times:

- a) The illegal manufacture, distribution, dispensation, purchase, sale, offer of purchase or sale, or the possession or use of any controlled substance, illegal drug, or recreational cannabis anywhere on any property owned, leased, or operated by the Town, in Town vehicles, or while engaging in any work on behalf of the Town in any location.
- b) The possession, use, sale, or distribution of any drug paraphernalia including but not limited to pipes, bongs, syringes, etc., on any property-owned, leased, or operated by the Town, in Town vehicles, or while engaging in any work on behalf of the Town in any location. Drug paraphernalia is defined as any equipment, product or material of any kind which is primarily intended or designed for use in manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, inhaling, or otherwise introducing a controlled substance into the human body. The possession of paraphernalia specifically and solely related to an employee's authorized use of medical marijuana is permitted and does not violate this policy.
- c) The possession, distribution, purchase, sale, offer of purchase or sale, or consumption of alcoholic beverages anywhere on any property-owned, leased, or operated by the Town, in vehicles owned, leased, or rented by the Town, or while engaging in any work on behalf of the Town. The exchange of Holiday gifts of unopened bottles of wine and spirits is excluded from this provision of the policy.
- d) Bringing prescription drugs onto any Town property, unless those drugs have been prescribed under the lawful and exclusive direction of the employee's personal, licensed physician of record, and there is a bona fide medical need for the employee to possess or take that drug during work hours.



Consistent with and to the extent permitted by state and federal law, the Town reserves the right to test any employee for the presence of controlled substances when a manager or supervisor has reasonable suspicion that an employee is under the influence of drugs or a controlled substance which adversely affects or could adversely affect the employee's job performance and safety of other employees or visitors. This policy and any such testing will be interpreted and administered in compliance with applicable state and federal laws in place at that time. Any employee violating any provision of this policy will be appropriately disciplined, up to and including termination of employment.

Management Rights

The Town reserves and retains, solely and exclusively, all rights and authority to operate, manage, direct, and administer the Town. The sole and exclusive rights and authority of the Town shall include, but are not limited to,

- its rights and authority to establish or continue its policies, practices, rules, regulations and procedures and, from time to time, to change or abolish such policies, practices, rules, regulations or procedures.
- discontinuing processes and operations or discontinuing their performance by employees of the Town.
- determining the number and types of employees required.
- assigning work to such employees in accordance with the needs and requirements determined by the Town.
- establishing and changing work schedules and assignments.
- transferring, promoting or demoting employees, or laying off, terminating or otherwise relieving employees from duty for lack of work or other legitimate reasons, and establishing and enforcing rules for the maintenance of discipline.
- evaluating employee performance at any time.
- suspending, discharging or otherwise disciplining employees and to take such measures as it may determine to be necessary for the orderly and safe operation of the Town.

Medicare Supplement

The Town of Middlebury, pursuant to Board of Selectmen vote of November 17, 1975 (as modified herein), will provide a Medicare Supplement Policy of Insurance to eligible employees who are vested in the Town's Pension Plan, as may be modified from time to time, under the following conditions:

1. Vested Employees, retiring on or after the Age of Medicare Eligibility (currently Age 65), who are covered by the Town's Group Medical Insurance at the time of retirement, will be provided a Medicare Supplement Policy of Insurance.

2. Vested Employees, who take an early retirement no earlier than age 62, and who continue, until Medicare Eligibility, their Town Group Medical Insurance at their own expense (by payment through the Town), will be provided a Medicare Supplement Policy of Insurance.



Employees who are not covered under the Town's Group Medical Insurance until the date of Medicare Eligibility (currently Age 65), will not be provided a Medicare Supplement Policy of Insurance by the Town.

An employee whose position is covered by a CBA should refer to their respective CBA for further details regarding Medicare Supplement benefits coverage and enrollment eligibility.

Military Leave

The Town will grant a military leave of absence to any employee serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). If called to active service, the employee must provide their supervisor advance notice to the degree possible of upcoming military service, unless military necessity prevents advance notice, or it is otherwise impossible or unreasonable. Employees will not be paid for military leave but may use any available accrued but untaken paid time off, such as vacation or sick leave, to help pay for the leave.

Employees on military leave for up to 30 days, must return to work on the first regularly scheduled work period after their service ends (allowing for reasonable travel time). Employees on military leave for more than 30 days, must apply for reinstatement in accordance with USERRA and applicable state laws.

Upon return from approved military leave in accordance with USERRA you will be placed either in the position you would have attained had you stayed continuously employed or in a comparable position. Continuation of health insurance benefits is available as required by USERRA and subject to the terms, conditions, and limitations of the applicable plans for which the employee is currently enrolled.

For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

If you have questions about military leave, contact the Office of the First Selectman for more information.

New Employee Probationary Period

All regular full time and part time employees begin their employment with the Town in a Probationary Period during which the Town monitors and evaluates the new employee's performance for a period up to, but no longer than ninety (90) days. This period provides the direct supervisor and the employee with the opportunity to determine if the new employee is well-suited to their new position and the Town. During this period, all new employees are in an "at will" status and may not transfer to another position or take any vacation or personal time off (PTO). Employees may be dismissed at any time during the Probationary Period with or without warning or notice. Successful completion of the Probationary Period does not modify the employee's "at will" status or any other term, condition or provision of employment, or term and termination of employment.

During the introductory period, new employees are eligible for those benefits that are required by law, such as Workers' Compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other Town sponsored benefits, subject to the terms and conditions of eligibility.



and participation defined in each benefit program. Employees should review the information for each specific benefits program for the details on eligibility requirements. Upon successful completion of the Probationary Period, the employee will be eligible for any benefits normally offered to employees with the same employment status.

Non-Solicitation & Non-Distribution

To provide our employees, visitors, and residents with the highest quality workplace and to support an environment free from unnecessary distractions or interruptions to the orderly operation of Town business activities, the Town maintains a strict non-solicitation and non-distribution policy on any property, buildings or facilities owned, operated, or leased by the Town. Solicitation for any cause or purpose in working areas is not permitted. Employees are not permitted at any time to use Town bulletin boards (hard copy or electronic) or communication systems such as e-mail, voicemail for group SMS, for any non- job or Town related solicitations. Any items posted on Town bulletin boards or sent through Town e-mail or other systems to Town locations must be pre-approved in writing by the Office of the First Selectman. Employees may not distribute non-Town literature, solicit charitable donations or contributions, or sell or promote any products or services at any time on Town property.

Non-employees are strictly prohibited from soliciting or distributing literature or materials of any kind and for any purpose at any time on any Town properties, facilities, or locations. Employees who are unsure if an activity would violate this policy are advised to first seek guidance from their immediate supervisor or other senior manager duly authorized to provide direction on this subject. This policy does not apply to isolated beneficent events that the Town may identify and announce that permit employees to participate in when they occur. These include charities or special charitable events such as the American Cancer Society or the annual Red Cross Blood Drive. Participation in, and support of these charities and events is entirely the choice of employees and there is no obligation of any kind to participate.

Outside Employment

The Town believes that to achieve its goal of providing its residents, local businesses, and visitors with the highest quality of service, our employees must fully devote and commit their time to the position they hold in the Town. While the Town does not prohibit employees from taking other work during their off hours, it is expected that any such work will not be so demanding as to impair in any way an employee's ability to successfully perform all tasks and meet all performance standards assigned by the Town. All employees holding external positions will be subject to and must comply with the work schedules set by the Town, regardless of any existing outside work requirements.

Overtime Pay

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be asked to work overtime hours and assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked over 40 hours per week. Paid or unpaid time off for holidays, sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime



calculations. All overtime must be approved in advance by your supervisor or other Town manager with authority to approve overtime.

Employees whose position is covered by a CBA should refer to their respective CBA for further details regarding overtime thresholds.

Payroll Deductions

The Town makes certain mandatory deductions and withholdings from every employee's paycheck. Mandatory deductions include the following:

Federal Income Tax

A deduction is withheld from each employee's gross earnings every payroll period for Federal Income Tax purposes in accordance with the Internal Revenue Tax Schedule. The amount of the deduction is based on your gross earnings, marital status and the number of allowances or withholding adjustments you claimed on your most recent Federal W-4. Employees may revise their W-4 withholdings at any time.

CT State Income Tax

A deduction is withheld from each employee's gross earnings every payroll period for CT State Income Tax purposes in accordance with the applicable State Income Tax schedule. The amount of the deduction is based on your earnings and filing status you specified on your most recent CT W-4 state income tax form. Employees may revise their CTW-4 withholdings at any time.

Social Security

FICA Old Age Survivors and Disability Insurance (OASDI) is also known as Social Security. OASDI is calculated as your gross earnings times a specific percentage established by the federal government and matched dollar for dollar by the Town. This amount is withheld each payroll period to be contributed to your Social Security Account. Each calendar year the federal government sets an income limit where OASDI is no longer withheld. Limits are adjusted annually by the government and are available on the IRS and Social Security website (www.ssa.gov).

Medicare

Medicare is calculated as your gross earnings times a specific percentage (set and published annually by IRS), and is withheld each payroll period, and contributed to Medicare. There is no annual limit to earnings subject to the Medicare deductions.

Health Benefit & Retirement Plans

The Town will also deduct the employee's cost share for their elected insurance plan participation and retirement plan contributions as defined by Plan Documents or Collective Bargaining Agreements.

Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of an employee's initial period of hire, known as the Introductory Period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job



tasks, identify and correct weaknesses, encourage, and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Personal Appearance

Personal appearance is defined by how you dress, how neat you are, and compliance with established standards of personal cleanliness and hygiene. Your personal appearance can influence how visitors, residents and co-workers perceive the professionalism of Town personnel.

During business hours or whenever you represent the Town, you should be clean, well-groomed, and wear appropriate clothes. This is particularly important if your job involves dealing with residents or visitors in person. If your supervisor finds that your personal appearance is inappropriate, you may be asked to leave work and return properly dressed and groomed. If you are asked to leave, you may not be paid for the time you are away from work depending on the classification of your position. Please speak with your supervisor if you are not sure about the correct clothing and appearance standards for your job.

Where necessary, The Town may make a reasonable accommodation to this policy for a person with a disability.

Personal Days Off

Full time employees may be eligible to receive a number of paid personal days each year. The number of days is generally related to years of completed service. Employees in positions covered by a CBA should refer their CBA for further details.

Upon Completion of Continuous Service	Personal Days Earned
6 Months	1 1/2 days
After 1 year	3 days
After 3 years	4 days
After 5 years	5 days

Personal Property

The Town is not responsible for any personal property that is lost, damaged, or stolen on any premises or facility-owned, operated, or leased by the Town. Employees are solely responsible for any personal property, items, or belongings brought into an office or Town property.

Personnel Files

The Town maintains a confidential personnel file for each active employee. Each file contains the legally required information related to the employment of each employee. The Town maintains these personnel files. Access to the files is limited to the First Selectman, at his/her choosing a duly authorized designee, or HR service provider. Upon written request to the First Selectman, an employee may view his or her personnel file by appointment and in the presence of a duly authorized manager of the Town within seven (7) business days of such request. Additionally, in the event that an employee, former employee, or an outside party with written authorization from the employee or former employee, requests a copy of their personnel file, the Town will charge a per page copying fee and will



provide a copy of the requested file. The copy will be sent within seven (7) business days for current employees and within ten (10) business days for former employees. A supervisor or manager seeking access to an employee's personnel file must have a legitimate business purpose and must obtain prior authorization to view the file directly from the First Selectman.

All employee medical and benefit records, if any, will be maintained in a totally separate confidential and secured file. Access to employee benefit and medical records is strictly limited to the Office of the First Selectman and if he so chooses a duly authorized designee. The Town as a sponsor of an employee health plan will fully comply with its obligations under all applicable provisions and terms of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Response to Complaints of Discrimination

The Town expressly prohibits any form of unlawful employee harassment or discrimination based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, military status, or status as a covered veteran. An employee who believes he/she has been the target of discrimination or has observed or witnessed acts of discrimination in the Town's workplace is expected to promptly report their belief or observations to their immediate supervisor, our HR Service Provider or the Office of the First Selectman. So that the complaint may be thoroughly investigated, employees are encouraged to submit in writing specific details of the perceived discrimination, including the date(s) of the action(s), the names of the people involved, and the names of any witnesses.

The Town strictly prohibits any type of retaliation against any employee for reporting in good faith any actual or perceived act of discrimination, or for participating in any investigation sponsored and approved by the Town of any actual or alleged incident or act of discrimination.

Retirement Plans

Upon the completion of 6 months of full time employment, Employees are eligible to be enrolled in the defined contribution plan. Please contact the Payroll Department or our HR Service Provider for more specific information regarding your eligibility and/or participation in a Town sponsored Retirement Plan.

Safety Policy Statement

It is the policy of the Town that every employee is entitled to work under the safest possible conditions in the many occupations we represent. To this end, every reasonable effort will be made to provide and maintain a safe and healthy workplace, safe equipment, proper materials and establish and insist upon safe methods and practices at all times. Safety is a fundamental responsibility of every employee and compliance is essential to maintain a safe workplace for all.

Accidents which injure people, damage machinery or equipment, destroy materials or property, cause needless suffering, injury inconvenience, and expense. Our safety rules and regulations have been developed for your protection. These rules and regulations are to be considered directive in nature and applicable to all employees. Employees who observe or experience unsafe work practices or violations



of established safety procedures are required to promptly report these to the Office of First Selectman or our HR Service Provider.

Employees should act quickly and responsibly when a workplace accident occurs. Employees should call 911 if they feel the situation warrants taking this step. If an accident-causing injury or medical illness occurs, employees are obligated to notify their supervisor or Office of First Selectman at once for further guidance and instructions. Supervisors and employees are required to complete an incident report within 24 hours to document facts and to help prepare a Workers Compensation case file.

Section 125 Plan

For the benefit of our employees, we have in place a Section 125 Plan. This allows employees who contribute toward the cost of their health insurance to pay on a pre-tax basis. This has the potential to reduce actual out-of-pocket costs by 20% or more, depending on your tax bracket. Election forms for the 125 Plan are available every plan year renewal, and you must maintain this election for one full year. There are certain changes in family circumstances that the IRS will consider as valid reasons to make mid-year plan changes. Please contact the Payroll Department for more specific information and a listing of those plans which are eligible for pre-tax contributions.

Sexual Harassment Policy

The Town does not tolerate sexual harassment in our workplace or any locations where we conduct business. Sexual Harassment includes, but is not limited to, unwanted or unwelcome sexual advances, requests for sexual favors, or other unwanted and unwelcome verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile, and intimidating workplace environment and prevents an employee(s) from effectively performing their job duties and responsibilities.

Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature will be considered sexual harassment when:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- b) Submission to, or rejection of, such conduct by an individual is used as a factor in decisions affecting employment; or
- c) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment; or
- d) Conduct include unsolicited remarks, gestures or physical contact, or the display or circulation of offensive written materials or pictures.

Every report of actual or perceived sexual harassment will be promptly investigated and appropriate corrective action taken based on the findings of the investigation. This policy applies to all incidents of alleged or actual sexual harassment, including those which occur off-premises or off- hours. Employees who are proven to have violated any element or provision of the Town's EEO or Harassment Policies are subject to disciplinary action up to and including immediate termination of employment.

Pursuant to Connecticut State law we ensure that our employees successfully complete all requirements to attend and complete sexual harassment prevention training in a timely manner. Employees who



believe they are the victim of, or who have knowledge of sexual harassment in our workplace must promptly report such harassment to their manager, our HR service provider or the First Selectman.

The Town strictly prohibits any form of retaliation against an employee for filing a bona fide complaint under this policy or for assisting in any Town sponsored investigation of a complaint. Employees who witness or are subject to retaliatory acts are required to report these acts at once.

To ensure that our workplace is safe, fulfills our values and meets the highest standards of behavior the Town expects that all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position will be promptly reported. If you experience or observe any job-related harassment based on gender, race, national origin, disability, or another factor, or believe that you or others have been treated in an unlawful, discriminatory manner, promptly report the incident to your immediate supervisor, the First Selectman, or our HR Service Provider. Incidents of sexual harassment may include situations where the alleged offender is a supervisor, coworker, or even a non-employee with whom the employee works, directly or indirectly, such as a vendor, supplier, business affiliate or partner or external visitor.

Every report of actual or perceived sexual harassment will be promptly investigated and appropriate corrective action taken based on the findings of the investigation. This policy applies to all incidents of alleged or actual harassment, including those which occur off-premises or off-hours. Employees who are proven to have violated any element or provision of the Town's EEO or Harassment Policies are subject to disciplinary action up to and including immediate termination of employment.

Sick Leave

Part Time Employees

Accrual

Part time employees shall be entitled to accrued sick leave. The accrual begins on the first day worked and is accrued at a rate of 1 hour of sick time to every 40 hours worked.

Use

Sick time becomes available to the employee upon completion of his/her 680th hour worked, and the employee must work an average of 10 hours per week in the most recent completed calendar quarter. An employee may use sick leave as outlined in the CT Sick Leave Law, for the following reasons as they pertain to themselves, spouse, child or family member in their care, including but not limited to:

- Injury, illness or health condition
- Medical diagnoses, care or treatment of their mental illness
- Physical injury or health condition
- Preventative medical care
- Sexual assault

Carry Over

Employees may carry over up to 40 hours of unused accrued sick hours to the following year.

Full Time Employees

Accrual



Full time employees shall be entitled to earned paid sick days at a rate of one and one-half (1 1/2) working days for each completed calendar month during the fiscal year, for a maximum of eighteen (18) days. Employees Sick time is granted to each Employee at the start of the fiscal year. Employees may accrue sick days up to a maximum of one hundred and fifty (150) days.

Use

Employees may use up to but no more than one hundred and fifty (150) sick days. Sick time may be used in increments of 1 hour or more. An employee may use sick leave as outlined in the CT Sick Leave Law, for the following reasons as they pertain to themselves, spouse, child or family member in their care, including but not limited to:

- Injury, illness or health condition
- Medical diagnoses, care, or treatment of their mental illness
- Physical injury or health condition
- Preventative medical care
- Sexual assault

Gifted Sick Days Bank

Any full time employee who, because of an extended illness, has exhausted their accumulated sick days may draw additional day(s) from time voluntarily deposited by other full time non-union employees into a "Sick Days Bank". Donations into the "Sick Days Bank" shall be recorded as days without a dollar value attached thereto.

Any full time employee who voluntarily donates all or part of their accumulated sick days may accumulate additional days but in no event shall an employee's sick days exceed one hundred and fifty (150) days.

Doctor's Certification

A doctor's certificate may be required for periods of sick leave in excess of three (3) days. This provision may be waived at the discretion of the First Selectman.

Upon normal retirement, at age 60, or after 10 years of continuous service, an employee will be entitled to payment at their then standard rate of pay for twenty five percent (25%) of accumulated sick days up to a maximum of one hundred and twenty (120) days.

Employees whose position is covered by a CBA should refer to their respective CBA for further details regarding sick time.

Smoking in the Workplace

Creating and maintaining a safe, clean, and healthy environment and workplace for our employees, residents and visitors is a priority of the Town. To achieve this objective, all employees must understand and fully comply with our 100% **No Smoking Policy** as described below.

The Town and all of its properties and locations are a 100% smoke free environment. Employees are strictly prohibited, at all times, from smoking inside any area within any Town facility or in any area immediately adjacent to any entrance, exit, or parking area that is owned, leased, or operated by the Town. This restriction applies equally to any Town owned or leased vehicles. This restriction applies



to both work time as well as all paid or unpaid break periods. Employees who choose to smoke during an approved break period must leave Town property to do so and must return to work on time immediately following the conclusion of their approved paid or unpaid break period. For the purposes of this Handbook, smoking is considered use of any tobacco or nicotine products, including but not limited to cigarette, cigar, pipes, vapes, marijuana and/or all electronic smoking devices. In the town's, **100% smoke free environment** the Town maintains a “**zero tolerance**” position on violations. Accordingly, any violation of any aspect of this policy will result in immediate termination of employment.

Social Networking and Blogging

The Town recognizes that the way in which employees communicate internally and externally, professionally, and personally, continues to evolve with new tools and methods such as blogging and social networking. For purposes of this policy a social network or blog includes but is not limited to platforms such as LinkedIn, Twitter, Wikipedia, YouTube, Instagram, SnapChat, Facebook, and others. While these tools can create increased opportunities for improved communications, they also create new obligations and responsibilities for all employees. Any conduct that is impermissible under the law if expressed in any form or format would also be impermissible if expressed through a blog or social networking site.

The Town respects the rights of any employee to create and maintain their own personal blog or social networking account. To protect the best interests of our Town, its residents, and employees, and to ensure that employees focus on their job duties, employees must comply with all principles of this policy.

- a) Employees are prohibited from posting on a blog or social network for any non-business-related subjects during work time by using or accessing any Town computer equipment, phones or IT systems.
- b) Employees engaged in personal social networking activity at any time are responsible for complying with all Town policies regarding maintaining Town, client and employee privacy, confidentiality of Town financial and business information, and other private and proprietary information. Any information that cannot be disclosed through phone calls, personal conversation, letters, e-mails, texts etc. cannot be disclosed through a blog or social networking site. This is necessary to protect the Town's good will, reputation, security and its commitment to its residents, current and former employees, local businesses, suppliers, and others.
- c) Employees are prohibited from using the Town's logo, names of its elected officials, or public messages or announcements on their own personal social network accounts without prior written authorization from the First Selectman.

While it is certainly the Town's aspiration that all employees will conduct themselves professionally and civilly at all times, this policy shall not apply to employees when they are engaged in any activity related to employees' wages, hours of work and other terms and conditions of employment protected by the National Labor Relations Act (NLRA).



Employees who are uncertain about any particular social networking activity or aspect of this policy should promptly seek direction and clarification from the First Selectman, her/his authorized designee or our HR Service Provider.

Termination of Employment

Termination of employment occurs periodically in all business and organizations. Common circumstances under which employment is terminated include but are not limited to those outlined below.

- a) Resignation - voluntary termination of employment initiated by an employee for reasons such as career change, move to a new employer, return to school, or relocation.
- b) Discharge - involuntary termination of employment initiated solely by the Town.
- c) Layoff - involuntary employment termination initiated by the Town for non-disciplinary reasons.
- d) Retirement - voluntary employment termination initiated by the employee if meeting age, length of service, and other criteria for retirement set forth by the Town.

The Town will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, retirement plans, conversion privileges, repayment of outstanding debts to The Town, and return of Town-owned property or information in the employee's possession at that time. Suggestions, complaints, and questions can also be raised for discussion during the exit interview.

Employees whose position is covered by a Collective Bargaining Agreement (CBA) should refer to that CBA for further guidance on the established procedures for voluntary resignation of employment. Employees in positions that are not covered by a CBA but are classified under the "at-will" doctrine and policy may resign employment with the Town at any time, with or without reason or notice. Conversely, the Town may involuntarily terminate employment of an at-will employee due to a variety of business circumstances and events, or for no reason at all.

Unemployment Compensation

Each state within the United States has its own Unemployment Insurance system. Unemployment compensation helps employees cover a portion of lost income resulting from unemployment beyond their direct control. Generally, the worker becomes eligible for unemployment compensation when they become unemployed through no fault or choice of their own. Generally, this occurs as result of an involuntary loss of position and employment such as individual or group lay-offs, consolidations, mergers, facility closures, or termination of certain programs and services and associated staff.

Unemployment benefits are based on reported covered quarterly earnings. The amount of earnings and the number of quarters worked are used by the State to determine the length and value of the unemployment benefit. It is the employee's responsibility to file their application directly with the State and provide accurate and factual information the State requests to evaluate their application. Generally, the Town will not contest any lawful, factual, and timely application for benefits as a result of a qualifying loss of position and employment.



Vacation & Paid Time Off Benefits

Vacation time off, with pay, shall be granted to full time non bargaining unit employees according to the following schedule:

After Continuous Completed Service	Vacation Earned
6 Months	5 days
After 1 year	10 days
After 5 years	15 days
After 7 years	20 days
After 11 years	22 days

Employees in positions covered by a Collective Bargaining Agreement should refer to their respective CBA for further details regarding their eligibility for paid time off.

Regular full time non-bargaining unit employees are eligible to receive paid vacation, personal and sick time. Regular part time employees are not eligible for paid holidays or vacation time but may be eligible for paid sick time as provided by the Connecticut Paid Sick Leave Act, or other applicable state laws.

Vacations are taken within the fiscal year (July 1 to June 30). Employees can request to carry over a maximum of ten (10) vacation days to the next fiscal year and may be granted at the sole discretion and approval of the First Selectman. Requests must be made two (2) weeks prior to the end of the fiscal year. Thirty-six (36) hour prior notice is generally required when requesting use of earned vacation days. The maximum vacation time taken in any period shall be ten (10) days. Any extension of this maximum period requires prior written approval of the First Selectman.

Employees with questions about these programs should contact their supervisor or our HR Service Provider.

Wage Increases

Wage increases for employees covered by a Collective Bargaining Agreement are negotiated and set for the duration of each Agreement and are stated in each CBA. Employees should refer to that section in their CBA for further details.

Wage increases for eligible, non-bargaining unit, permanent, full time employees and part time employees shall be determined and granted by the Board of Finance and approved by the Board of Selectmen. Such wage increases shall be effective on July 1st of each year.

Whistleblower Policy

A whistleblower as defined by this policy is an employee or volunteer of the Town of Middlebury who reports an activity that he or she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.



Examples of illegal or dishonest activities that are violations of federal, state or local laws include: billing for services not performed or goods not delivered and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his or her immediate supervisor or the Human Resources Service Provider. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Town will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Provider immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

The following describes the Defend Trade Secrets Act (DTSA) Compliance: "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

1. Immunity – "An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."
2. Use of Trade Secret Information in Anti-Retaliation Lawsuit – "An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

All reports of illegal and dishonest activities will be promptly submitted to our Human Resource provider who is responsible for investigating and coordinating corrective action. Employees with any questions regarding this policy should contact our Human Resource provider.

Workers' Compensation Insurance

In accordance with the State of Connecticut's Worker's Compensation laws and regulations the Town provides a comprehensive workers' compensation insurance program at no cost to employees. Coverage begins on the first day of employment. Employees are required to report any unsafe work condition that they observe that may lead to harm or injuries to others in the future. If the injury or illness requires the attention of a doctor, the Town, will arrange for an appointment with a qualified health care provider.

This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Workers' compensation insurance benefits will be paid subject to applicable legal requirements and verification that the injury or illness is a qualified event. Employees



who incur work-related injuries or illnesses are required to inform their supervisor immediately, but no later than twenty-four (24) hours from the time of the occurrence, no matter how minor an injury may appear. Compliance with this procedure will enable the Town to take appropriate actions to address a safety issue, and for the eligible employee to qualify for appropriate coverage and compensation. As the Town is a drug free workplace, you may be required to take a drug test following your involvement in a work-related accident and/or injury.

To return to work following a documented workplace injury or illness, you must submit to your immediate supervisor an appropriate medical release, which states that you are able to return to work with or without restrictions and the date that you are able to return. Should a situation arise that temporarily restricts an employee to modified or light duty work (up to a maximum of six months) the employee must contact his/her immediate supervisor, to see if light duty work is available. If light duty work is available, the Town may transfer the injured employee to a suitable light-duty assignment or position. If the employee declines light duty work, that employee may lose the right to collect workers compensation, weekly wage benefits and may possibly be discharged if the employee is not covered by any protected leaves. Should a situation arise that temporarily (up to a maximum of six months) restricts an employee to modified or light duty work, the employee must contact his/her immediate supervisor, to see if light duty work is available.

Neither the Town nor the insurance carrier will be liable for the payment of workers' compensation benefits for any injuries or illnesses that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Town.



Closing Statement

Successful working conditions and positive business outcomes depend upon clear and timely communication, teamwork, honesty, integrity, and consistent application of policies and procedures across all departments and functions. We should all share in an unyielding commitment to provide quality and service to our residents, local businesses, and co-workers.

It is important that employees remain aware of changes in procedures, policies, and any other general information related to our current or evolving municipal operations. It is also important that employees freely exchange ideas, recognized best practices, innovative techniques, problems, and opportunities to improve our work processes and quality of our work. These values will create a great workplace for all and ensure the success of Town Hall operations.



Exhibits



Exhibit I: Employee Acknowledgement Form

This Employee Handbook is presented to provide you with information about many of the terms and conditions of your employment with the Town of Middlebury, CT. It has been prepared as a guide and reference to assist you with routine workplace matters that arise from time to time. This employee Handbook is not a contract of employment, either express or implied, and makes no commitment or promise of continuing employment.

Where and when appropriate, and to the extent required or provided by state or federal law, the Town reserves the sole right to revise, discontinue, suspend, or modify any of the policies contained in this Handbook.

I, _____, have received a copy of the Town of Middlebury's employee Handbook on the date indicated below. I understand that it is my responsibility to read it and to understand the policies outlined within it, and to fully comply with these in the performance of my job duties and employment with the Town. I also understand it is my responsibility to seek clarification or guidance from management, or our Human Resource provider if I do not fully understand any policy contained herein. I also understand that this Handbook does not create and is not intended to serve as a contract of employment, either express or implied, and that the Town, where and when appropriate, has the right to revise, discontinue, suspend, or modify any of the policies contained in this Handbook at any time, and that all such changes will be binding upon all employees.

Employee Signature: _____

Dated: _____



Exhibit II: The Town of Middlebury Privacy Notice

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

If you have any questions about this notice, please contact The Office of the First Selectman's, Privacy Officer.

WHO WILL FOLLOW THIS NOTICE?

This notice describes our Town's practices of the Organization's Group Health Plans and that of any third party that assists in the administration of plan claims.

OUR PLEDGE REGARDING MEDICAL INFORMATION

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the care and benefits you receive at the Town. We need this record to provide you with benefits and to comply with certain legal requirements. This notice applies to all of the records of your group health benefits generated by the Town, whether made by Town personnel or your personal doctor.

This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

We are required by law to:

- make sure that medical information that identifies you is kept private.
- give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Treatment - We may use medical information about you to provide you with medical treatment or services. We may disclose medical information about you to doctors, nurses, technicians, medical students, or other Town personnel who are involved in taking care of you at the Town. For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. In addition, the doctor may need to tell the dietitian if you have diabetes so that we



can arrange for appropriate meals. Different departments of the Town also may share medical information about you in order to coordinate the different things you need, such as prescriptions, lab work and x-rays. We also may disclose medical information about you to people outside the Town who may be involved in your medical care after you leave the hospital, such as family members, clergy or others we use to provide services that are part of your care.

For Payment - We may use and disclose medical information about you so that the treatment and services you receive at the hospital may be billed and payment may be collected from you, an insurance Town or a third party. For example, we may need to give your health plan information about surgery you received at the hospital so your health plan will pay us or reimburse you for the surgery. We may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.

For Health Care Operations - We may use and disclose medical information about you for health care and plan operations. These uses and disclosures are necessary to run the plan. For example, underwriting, premium rating, and other activities related to plan coverage.

As Required By Law - We will disclose medical information about you when required to do so by federal, state, or local law.

To Avert a Serious Threat to Health or Safety - We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

SPECIAL SITUATIONS

Disclosure to Health Plan Sponsors - Information may be disclosed to another health plan maintained by MDC for purposes of facilitating claim payment or for administering benefits under the plan.

Military and Veterans - If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation - We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks - We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability
- to report births and deaths
- to report child abuse or neglect
- to report reactions to medications or problems with products
- to notify people of recalls of products they may be using



- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities - We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes - If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement - We may release medical information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process
- To identify or locate a suspect, fugitive, material witness, or missing person
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement
- About a death we believe may be the result of criminal conduct
- About criminal conduct at the hospital; and
- In emergency circumstances to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors - We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients of the hospital to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities - We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Protective Services for the Office of the First Selectman and Others - We may disclose medical information about you to authorized federal officials so they may provide protection to the Office of the First Selectman, other authorized persons, foreign heads of state, or conduct special investigations.

Inmates - If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.



YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU

You have the following rights regarding medical information we maintain about you:

Right to Inspect and Copy - You have the right to inspect and copy health information that may be used to make decisions about your care including payment. Usually, this includes medical and billing records, but does not include psychotherapy notes.

To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to The Office of the First Selectman, Privacy Officer. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. Another licensed health care professional chosen by the hospital will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

Right to Amend - If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the hospital.

To request an amendment, your request must be made in writing and submitted to The Office of the First Selectman, Privacy Officer. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment
- Is not part of the medical information kept by or for the Town
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

Right to an Accounting of Disclosures - You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of medical information about you. To request this list of accounting of disclosures, you must submit your request in writing to The Office of the First Selectman. Your request must state a time period, which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions - You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment, or health care operations.



You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had.

We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you must make your request in writing to The Office of the First Selectman, Privacy Officer. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications - You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to The Office of the First Selectman, Privacy Officer. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to a Paper Copy of This Notice - You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

To obtain a paper copy of this notice, see your supervisor.

CHANGES TO THIS NOTICE

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice in the Town. The notice will contain on the first page, in the top right-hand corner, the effective date.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with the Town or with the Secretary of the Department of Health and Human Services. To file a complaint with the Town, contact The Office of the First Selectman, Privacy Officer

All complaints must be submitted in writing.

You will not be penalized for filing a complaint.

OTHER USES OF MEDICAL INFORMATION

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures



we have already made with your permission, and that we are required to retain our records of the care that we provided to you.



Exhibit III: Sexual Harassment Policy Acknowledgement

I. Introduction

It is the policy of the Town that all employees shall have the right to work in an environment free from any form of unlawful discrimination. Sexual Harassment is constituted as discrimination and is prohibited by the State of Connecticut's Discriminatory Employment Practices law, Connecticut General Statutes Sec. 46(a)-60(8)(a) and by Title VII of the United States Code 42 USC Sec 2000. Therefore, it is the position of the Town that sexual harassment will not be tolerated. It is a violation of Town policy for any supervisor or employee, male or female to engage in sexual harassment as defined below. Such conduct will result in disciplinary action up to and including dismissal.

II. Definition of Sexual Harassment

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as follows:

- A. Quid Pro Quo - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute quid pro quo when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment and, or (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.
- B. Hostile Environment - Is one which unwelcome sexual advances, requests for sexual favors and verbal or other conduct of a physical nature occur and when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- C. Some examples of sexual harassment include but are not limited to:
 - Unwanted sexual advances
 - Offering employment benefits in exchange for sexual favors
 - Making threatening reprisals after a negative response to sexual advances
 - Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters, inquiries into one's sexual experiences or discussions of one's sexual activities
 - Verbal conduct such as making derogatory comments, epithets, slurs, sexually explicit jokes or comments about an employee's body or dress
 - Verbal sexual advances or propositions
 - Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual or suggestive or obscene letters, notes or invitations
 - Physical conduct such as touching, assault or impeding or blocking movement and
 - Retaliation for reporting harassment or threatening to report harassment

III. Complaints of Sexual Harassment

Any employee who believes he/she has experienced such conduct by anyone, including a supervisor, co-worker or by persons doing business with or for the Town should tell the offender that such conduct is unwelcome and unacceptable. If the offensive behavior does not stop, or if the employee is



uncomfortable confronting the offender, the employee must immediately report such conduct to their supervisor, our HR Service provider, or to the Office of the First Selectman.

The Town prohibits retaliation against any employee who complains of sexual harassment or who participates in an investigation. All aspects of the complaint-handling procedure will be handled discreetly. However, it may be necessary to include others on a need to know basis.

IV. Investigative Procedures

All incidents of prohibited harassment that are reported will be investigated. The Office of the First Selectman will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The investigation will be completed as soon as practicable and a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser. If a complaint of prohibited harassment is substantiated, appropriate corrective action, up to and including discharge will be taken. Appropriate action will also be taken to correct the effects of the harassment and to deter any future harassment.

V. Responsibilities of Employees of the Town

- A. Management - All managers and supervisors are responsible for: (i) knowing the Town's policy on sexual harassment and informing employees that sexual harassment is prohibited by the Town's policy and that the Town will promptly investigate alleged incidents of sexual harassment and take appropriate disciplinary or corrective action; (ii) reporting immediately all alleged incidents of sexual harassment to their supervisor, HR service provider or other member of management; (iii) rejecting an employee's or applicant's offer or promise of sexual favors made in anticipation of or in exchange for some personnel action and advising the employee or applicant that such an exchange violates the Town's policy and will not be condoned; and (iv) complying with the Town's policy on sexual harassment and exhibiting a model of the behavior expected of all employees.
- B. Employees - Any employee who believes that a violation of the Town's sexual harassment has occurred is encouraged and has the responsibility to report the alleged violation immediately to their supervisor, or if the supervisor is unavailable, to another member of management in the chain of command. The employee's report will result in prompt investigation of the sexual harassment alleged. There will be no adverse action taken against an employee because the employee reports incidents of sexual harassment.

By my signature below, I acknowledge that I have read the above sexual harassment policy and will comply with all of the provisions.

Employee Signature: _____

Printed: _____

Date: _____

Please return this page to the Office of the First Selectman.