

Regular Selectboard Meeting
20 March 2024
6:00 PM
Town Office at Isle La Motte School and via Zoom

In Attendance: Mary-Catherine Graziano, Cary Sandvig, Vickie Buswell, Anne-Jobin Picard, Debra Langlois, Sylvia Jensen, Ray Gaudette, Mary LaBrecque, Deborah Spaulding, Alan McCarthy, Joe Deller (via Zoom), Barbara Callahan (via Zoom), Susanna Fetherolf (via Zoom), Erin Gilligan (via Zoom), Cathay Tudhope (via Zoom), Andrea Carbone, and others via Zoom who did not provide full names or sign the attendee list

1. **Call to Order:** Meeting was called to order at 6:00 PM by Selectboard Chair Mary-Catherine Graziano.
2. **Additions to Agenda:** Sylvia Jensen requested time to discuss an Isle La Motte Community Organization (ILMCO) installation for the eclipse at the entrance to the Island.
3. **Administration**
 - *Treasurer + Selectboard 2024-2025 Term Kickoff Discussion* - The Selectboard met with new Treasurer Mary LaBrecque to review staffing and the budget as she had not been part of the development of the annual plan. Following a payroll discussion, the Treasurer will be paid \$18,200 and the Assistant Treasurer will be paid between \$18.00 and \$25.00 per hour, likely for an average of four hours per week; the source of funding for this position will be determined. It is expected that the NEMRC bookkeeper's services will be necessary onsite one additional time to prepare quarterly reports and to complete the loading of the 2024 budget into the software. Selectboard Chair Graziano stated that internal financial controls and monthly reconciliations will be discussed once Ms. LaBrecque identifies her assistant. Treasurer LaBrecque stated that she would provide the Board with reporting documents when requested, will keep them apprised of the tenuous cash balance situation through the beginning of tax season, and will contact the Selectboard when signatures are needed on warrants in order to expedite payments as quickly as possible. A follow-up conversation with the Grand Isle Supervisory Union will be held regarding the possibility of a payment date change which would be more sympathetic to the cash position for the town.
 - *Selectboard Expansion/CIUUSD Budget* - It is expected that the CIUUSD Budget revote will be held on April 30 or May 7, and Mary-Catherine Graziano has already issued a call for candidates for the two vacant Selectboard Member positions in anticipation of holding the special election the same day as the school vote. Town Clerk Vickie Buswell will advise the ballot printer that an election will be held as soon as April 30 to provide advance warning of the pending order to be placed.
 - *Elected Position Appointments - recruitment progress* - Ms. Buswell will provide the Selectboard with a list of write-in candidates that received votes for the open positions of Grand Juror, Town Agent, and Cemetery Commission. A review of the appointed positions will take place at the next meeting, but it was announced that Joyce Tuck will not be seeking reappointment to her positions as Social Service Officer and Northwest Solid Waste District Representative. It was also announced that there are two possible candidates for Road Commissioner.
 - *ARPA Committee - recruitment status* - Recruitment is in progress, with two letters of interest received as of March 20.
 - *Approve Selectboard Meeting Minutes from last meeting*
 - 6 March 2024 - A motion to approve the Regular Meeting meetings was made by Cary Sandvig, seconded by Joe Deller, all in favor.
 - *Warrants for payroll & payables* - A copy of the warrants will be included as an exhibit to the minutes.
 - 22 February 2024 - Payable in the amount of \$4,747.14 for Town Report postage, exterminator fees, annual report printing, audit fees, fuel, and electrical charges; ratification of Mary-Catherine Graziano's signature. A motion to approve was made by Cary Sandvig, seconded by Joe Deller, all in favor.
 - 13 March 2024 - Payroll Transfer for the Internal Revenue Service and Vermont Department of Taxes in the amount of \$465.86; ratification of Cary Sandvig's signature. A motion to approve was made by Mary-Catherine Graziano, seconded by Joe Deller, all in favor.
 - 13 March 2024 - Payroll in the amount of \$2,563.81; ratification of Cary Sandvig's signature. A motion to approve was made by Mary-Catherine Graziano, seconded by Joe Deller, all in favor.
 - 13 March 2024 - Payable in the amount of \$25,126.83 for fuel, heating system repairs, NEMRC services, and electrical charges. A motion to approve was made by Cary Sandvig, seconded by Joe Deller, all in favor. The Town Office may currently be receiving fuel deliveries from two vendors; this will be reviewed and one will be selected for service.

- *Purchasing Policy - progress discussion* - Mary-Catherine Graziano has updated the document with changes as discussed at past meetings; a final review will take place at the meeting on April 3. Progress on the document may be found through the website at <https://islelamotte.us/documents-for-public-review/>.
- *Personnel Policy - begin discussion* - The Selectboard reviewed additional pages of the policy and will continue the mark-up during the next regular meeting. Progress on the document may be found through the website at <https://islelamotte.us/documents-for-public-review/>.

4. Town Business

- *Community Healing Project* - Updates on progress will be provided at the next regular meeting.
- *Town Lot Rental* - The annual rental will be advertised in print and social media beginning immediately.
- *Volunteer Department - discuss idea of a coordinator to manage community initiatives* - In light of the discussion at Town Meeting regarding the decline in volunteering and in an effort to strengthen the community, the creation of a Volunteer Department/Coordinator was discussed. A motion to move forward with developing a job description was made by Cary Sandvig, seconded by Joe Deller, all in favor.
- *Causeway Parking - discuss creation of an ordinance* - This item will be reviewed at the next regular meeting. At this time, Sylvia Jensen outlined an ILMCO sponsored artwork installation planned for the eclipse, which was approved on the condition that the photo-opportunity for tourists be mindful of traffic by motion of Cary Sandvig, seconded by Joe Deller, all in favor.
- *Town Office Building Use Protocol* - Member Deller has initiated this work and thanked Pat Treckman for assistance; progress will be discussed at the next regular meeting.

5. Animal Control

- *New Road - update on situation* - As there is an active investigation of the event still in progress, the Selectboard advised that they are working multiple avenues towards a resolution for the care of the animals. Ray Gaudette indicated that the response of the Grand Isle County Sheriff has been abysmal, as they have not presented themselves at the property when the family is onsite to feed the animals. Further updates will be provided in the weeks ahead.
- *Animal Control Officer - review vacancy and recruiting status* - Former Animal Control Officer Jim Benson has agreed to take on the position for a rate of \$120 per call plus mileage, an expense which is anticipated to be adequately covered by the budget already in place for the position. A motion to retain Mr. Benson's services was made by Cary Sandvig, seconded by Joe Deller, all in favor. At this time, Anne Jobin-Picard noted a recent sighting of a dog on the West Shore, which the Board advised was being addressed.
- *Dog Ordinance/At Large Dogs - review codes in neighboring towns, include cruelty and neglect* - Utilizing the South Hero dog ordinance, the Selectboard conducted a review of the Isle La Motte ordinance, making updates to the policy including an increase in the fines for roaming dogs. Progress will continue on the document at the next regular meeting. **A copy of South Hero's ordinance will be included as an exhibit to the minutes.**
- *Rabies Clinic - discuss coordination/responsibility* - Coordination of a clinic is pending the sourcing of a veterinarian to provide the service. Mary-Catherine Graziano asked the Town Clerk and Assistant Town Clerk to assist with researching possible providers, citing to potential caregivers that the clinic is being considered following a recent cruelty situation in the Town. The Library has agreed to host a clinic for cats.

6. Recreation Department

- *Activity Waivers* - The Selectboard announced that the Recreation Department must request a waiver to be signed at every event, despite the activity. The waiver that was used in 2023 will be modified to include photography language provided by the Vermont League of Cities and Towns. A motion to make this modification to the waiver was made by Cary Sandvig, seconded by Joe Deller, all in favor. Pickleball events overseen by the Islands Pickleball Association (IPA) will utilize the IPA waiver only. **A copy of the modified waiver will be included as an exhibit to the minutes.**
- *Playground Equipment* - The Selectboard will schedule the inspection of all playground equipment, then revisit discussions regarding any changes to the existing equipment which will not include relocation from the Town Office campus to Veterans Park. Once the equipment has been inspected and maintenance provided, the Selectboard will discuss with the Recreation Department public announcements for playgroups.

7. Contracts/Grants/Bids

- *Records Digitization* - Cary Sandvig will be creating a request for proposals from other vendors in the upcoming weeks and will meet with Cott Systems when they visit the region the week of March 25, 2024.

- *Owl AV System - review next steps to order equipment* - Until the equipment is ordered, the existing audio visual equipment will remain in the meeting room; should other departments wish to meet and use the system for hybrid meetings, they will need to meet during times when the office is open or a member of their department has access to the building. Use of the Community Room is available for groups who wish to meet but they will be required to bring their own equipment to facilitate hybrid meetings.

8. Roadways

- *Current Status Report + Road Issues Requests update* - Mary-Catherine Graziano advised that grant work will be conducted in the spring to address culverts on School Street.
- *Town Highway Structure and Class 2 Grants* - Chair Graziano advised that this grant had been awarded to the town several years ago, so it is unlikely that eligibility for funding will be provided this year.
- *Road Crew - discuss job descriptions* - Chair Graziano reviewed job descriptions for Road Crew Chief and Road Crew Assistant, who will be retained to provide on-call service to address problems such as branches in the road, potholes, and other minor road conditions. A review of the job descriptions prompted liability and equipment questions which will be considered in the next draft of the documents. **A copy of the draft job descriptions will be included as an exhibit to the minutes.**

9. Other Business

- *Town Office Shredder* - Town Clerk Vickie Buswell and Assistant Town Clerk Debra Langlois discussed the shredding of unused election materials which prompted a need for a more powerful shredder for the office. The Selectboard asked the Town Office team to investigate secure shredding services for future purges which may include documents that are sensitive in lieu of purchasing a more powerful shredder.
- *Telephone Lines* - A solution for the expansion to multiple telephone lines has yet to be investigated by the Selectboard.

10. Adjourn: The meeting was adjourned at 9:25 PM, motioned by Cary Sandvig, seconded by Joe Deller, all in favor.

Respectfully submitted on 24 March 2024 -
Andrea Carbone

Mary-Catherine Graziano

Cary Sandvig

Joe Deller

Town of Isle La Motte Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
For checks For Check Acct 01(General Fund) 02/22/24 To 02/22/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
CARBONE ANDREA CARBONE	020202024	Postage Town Report	863.04	0.00	863.04	5716	02/22/24
PESTPRO PESTPRO, INC	173525	Monhtlyh fee	150.00	0.00	150.00	5717	02/22/24
REPR REPRO	127621	Annual Report	1007.27	0.00	1007.27	5718	02/22/24
REPR REPRO	127754	Town Report	206.14	0.00	206.14	5718	02/22/24

					Check Total	1213.41	
RHRSMITH RHR SMITH & COMPANY	2024-0625	audit	1000.00	0.00	1000.00	5719	02/22/24
ROWLEY ROWLEY FUELS INC	507869	fuel	496.66	0.00	496.66	5720	02/22/24
STIT STITZEL, PAGE & FLETCHER, PC	81203	Legal	213.10	0.00	213.10	5721	02/22/24
VTELEC VERMONT ELECTRIC COOPERATIVE,	20240226-1	Feb Town office bill1	540.78	0.00	540.78	5722	02/22/24
VTELEC VERMONT ELECTRIC COOPERATIVE,	20240226-2	Solar Acct fees	31.98	0.00	31.98	5722	02/22/24
VTELEC VERMONT ELECTRIC COOPERATIVE,	20240226-3	Main St signal	97.67	0.00	97.67	5722	02/22/24
VTELEC VERMONT ELECTRIC COOPERATIVE,	20240226-4	Street lights	21.98	0.00	21.98	5722	02/22/24
VTELEC VERMONT ELECTRIC COOPERATIVE,	20240226-5	Street lights	20.74	0.00	20.74	5722	02/22/24
VTELEC VERMONT ELECTRIC COOPERATIVE,	20240226-6	Street lights	45.03	0.00	45.03	5722	02/22/24
VTELEC VERMONT ELECTRIC COOPERATIVE,	20240226-7	Street Lights	23.98	0.00	23.98	5722	02/22/24
VTELEC VERMONT ELECTRIC COOPERATIVE,	20240226-8	Street Lights	26.78	0.00	26.78	5722	02/22/24

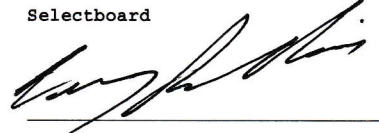
					Check Total	808.94	
WBMASON W. B. MASON CO., INC.	244313184	water cooler rental	1.99	0.00	1.99	5723	02/22/24

Town of Isle La Motte Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
For checks For Check Acct 01(General Fund) 02/22/24 To 02/22/24

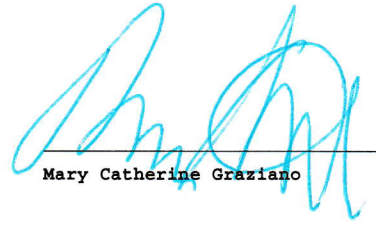
Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			4,747.14	0.00	4,747.14		

To the Treasurer of Town of Isle La Motte, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *****4,747.14
Let this be your order for the payments of these amounts.

Selectboard



Cary Sandvig



Mary Catherine Graziano

Joseph Deller

03/13/24
10:20 am

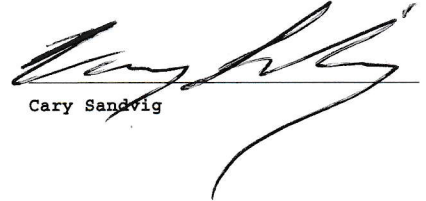
Town of Isle La Motte Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
All Manual\Direct Pays For Check Acct 01(General Fund) 03/13/24 To 03/13/24

Page 1
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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
IRS	INTERNAL REVENUE SERVICE	PR-03/13/24 Payroll Transfer	428.80	0.00	428.80	E 10029	03/13/24
VTTAXES	VERMONT DEPARTMENT OF TAXES	PR-03/13/24 Payroll Transfer	37.06	0.00	37.06	E 10030	03/13/24
Report Total			465.86	0.00	465.86		

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Selectboard




Cary Sandvig


Mary Catherine Graziano

Joseph Deller

Employee	Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
BUSWELL, VICKIE L.													
864.42	0.00	0.00	0.00	0.00	53.59	12.53	4.75	0.00	0.00	0.00	793.55	0.00	5732
CARBONE, ANDREA M.													
500.00	0.00	0.00	0.00	0.00	31.00	7.25	4.14	0.00	0.00	0.00	457.61	0.00	5733
D'ANGELO, MARIE S.													
125.00	0.00	32.83	0.00	0.00	7.75	1.81	0.00	0.00	0.00	0.00	148.27	0.00	5734
LABRECQUE, MARY E.													
471.98	0.00	32.83	7.58	29.26	6.84	5.83	0.00	0.00	0.00	0.00	455.30	0.00	5735
LANGLOIS, DEBRA J.													
792.00	0.00	0.00	0.00	0.00	49.10	11.48	22.34	0.00	0.00	0.00	709.08	0.00	5736
2753.40	0.00	65.66	7.58	170.70	39.91	37.06	0.00	0.00	0.00	0.00	2563.81	0.00	

To the Treasurer of Town of Isle La Motte
we hereby certify that there is due to the several persons whose
names are listed hereon the sum against each name and that
there are good and sufficient vouchers supporting the payments
aggregating \$ ***2,563.81
Let this be your order for the payments of these amounts.


Cary Sandvig

Mary Catherine Graziano

Joseph Deller

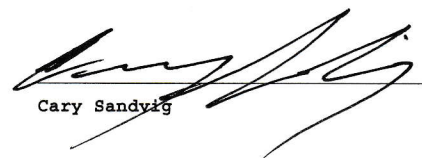
Town of Isle La Motte Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
For checks For Check Acct 01(General Fund) 03/13/24 To 03/13/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
BOURNE	BOURNE'S ENERGY	7765921 Propane for water system	131.59	0.00	131.59	5737	03/13/24
BOURNE	BOURNE'S ENERGY	STMT 030424 past due propane	108.52	0.00	108.52	5737	03/13/24
Check Total					240.11		
CLIMATE	CLIMATE SYSTEMS INC	117129 Heating repair	1705.00	0.00	1705.00	5738	03/13/24
CONSCOMM	CONSOLIDATED COMMUNICATIONS	02252024 February Bill	84.30	0.00	84.30	5739	03/13/24
GISD	GRAND ISLE CO SHERIFF'S DEPT	FY24-38T February	3295.50	0.00	3295.50	5740	03/13/24
NEMRC	NEMRC	54611 Consulting	4867.50	0.00	4867.50	5741	03/13/24
NEMRC	NEMRC	54659 Annual Support	5642.00	0.00	5642.00	5741	03/13/24
NEMRC	NEMRC	54682 Disaster recovery	879.01	0.00	879.01	5741	03/13/24
NEMRC	NEMRC	54711 Consulting	2447.50	0.00	2447.50	5741	03/13/24
Check Total					13836.01		
ROWLEY	ROWLEY FUELS INC	2456 Fuel	841.79	0.00	841.79	5742	03/13/24
RURAL	RURAL SOLUTIONS	3488 Tech support	187.50	0.00	187.50	5743	03/13/24
VTDEC	STATE OF VERMONT	8221-9040 20 MRGP Permit	500.00	0.00	500.00	5744	03/13/24
TUTTLE	TUTTLE TRUCKING CO	03042024 March bill	47.50	0.00	47.50	5745	03/13/24
VTELEC	VERMONT ELECTRIC COOPERATIVE,	20240227-3 Main st	99.93	0.00	99.93	5746	03/13/24
VTELEC	VERMONT ELECTRIC COOPERATIVE,	20240227-4 Street lights	22.83	0.00	22.83	5746	03/13/24
VTELEC	VERMONT ELECTRIC COOPERATIVE,	20240227-5 street lights	21.35	0.00	21.35	5746	03/13/24
VTELEC	VERMONT ELECTRIC COOPERATIVE,	20240227-6 street lights	49.49	0.00	49.49	5746	03/13/24
VTELEC	VERMONT ELECTRIC COOPERATIVE,	20240227-7 Street lights	24.70	0.00	24.70	5746	03/13/24
VTELEC	VERMONT ELECTRIC COOPERATIVE,	20240227-8 street lights	26.37	0.00	26.37	5746	03/13/24
VTELEC	VERMONT ELECTRIC COOPERATIVE,	2024027-2 Feb Solar	20.80	0.00	20.80	5746	03/13/24
VTELEC	VERMONT ELECTRIC COOPERATIVE,	20240328-1 Feb bill	427.16	0.00	427.16	5746	03/13/24
Check Total					692.63		
VLCTPROP	VLCT PROPERTY & CASUALTY	REN240320-Q2 Q2 Insurance	3694.50	0.00	3694.50	5747	03/13/24
WBMASON	W. B. MASON CO., INC.	244940926 Water cooler	1.99	0.00	1.99	5748	03/13/24

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			25,126.83	0.00	25,126.83		

Selectboard

To the Treasurer of Town of Isle La Motte, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****25,126.83
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Cary Sandvig



Mary Catherine Graziano

Joseph Deller

TOWN OF SOUTH HERO

2021 ORDINANCE REGULATING DOGS AND WOLF-HYBRIDS

SECTION 1. AUTHORITY. This ordinance is adopted by the Selectboard of the Town of South Hero under authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10), (14), and (15), and 24 V.S.A. Chapter 59.

SECTION 2. PURPOSE. The purpose of this ordinance is to regulate the keeping of dogs and wolf hybrids and to provide for their leashing, muzzling, restraint, impoundment and destruction, in order to protect the public health and safety of the Town, and preserve the quiet enjoyment of its residents' homes and properties.

SECTION 3. DEFINITIONS. For purposes of this ordinance, the following words and phrases shall apply:

- A. "Dog" means any member of the canine species. For purposes of this ordinance, this term shall also include "wolf-hybrids" and "working farm dogs" except as otherwise stated.
- B. "Domestic animal" means cattle, sheep, goats, equines, deer, American bison, swine, poultry, pheasant, Chukar partridge, Coturnix quail, psittacine birds, ferrets, camelids, ratites (ostriches, rheas, and emus), and water buffalo. The term shall include cultured fish propagated by commercial fish farms.
- C. "Domestic pet" or "pet" means any domestic dog, domestic cat, or ferret.
- D. "Enforcement Officer" means any Town Constable, Police Officer, Animal Control Officer, Humane Officer, or any other person designated as an Enforcement Officer by the Selectboard.
- E. "Impoundment" means being held by the Town at a place designated by the Selectboard. Such place may or may not be operated by the Town, and may or may not be within Town limits.
- F. "Owner" means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.
- G. "Potentially vicious dog" means a dog that, while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.]

- H. "Premises" means the home and real property of the dog owner.
- I. "Running at large" means that a dog is not:
1. on a leash; or
 2. in a vehicle; or
 3. on the owner's premises;
 4. on the premises/property of another person with that person's permission.
- J. "Wolf hybrid" means an animal that:
1. is the progeny of a dog and a wolf (*Canis lupus* or *Canis rufus*); or
 2. is advertised or otherwise described or represented to be a wolf hybrid; or
 3. exhibits primary physical and/or behavioral wolf characteristics.
- K. "Working farm dog" means a dog that:
1. is bred or trained to herd or protect livestock or poultry or to protect crops; and
 2. is used for those purposes; and
 3. is registered as a working farm dog pursuant to State law.

SECTION 4. NUISANCES.

- A. **Prohibitions.** An owner of a dog shall not allow, permit, or suffer such dog to create a nuisance. The following activities shall be deemed nuisances:

Nuisance One: Lack of current license and/or rabies tag

A dog without a collar or harness with the current license and/or valid rabies tag securely attached.

Nuisance Two: Running at large

A dog running at large in the Town.

Nuisance Three: Failure to remove waste

A dog that defecates in any public area or on the private premises of another person and whose owner does not immediately remove the fecal material and dispose of it in a sanitary manner.

Nuisance Four: Unconfined dog in heat

A female dog in heat not confined to a building or other secured enclosure, except while under the direct control of the owner.

Nuisance Five: Disturbing the Peace

A dog that disturbs the quiet, comfort and repose of others by barking, whining, calling, or howling for a continuous period of 30 minutes or more.

Nuisance Six: Potentially vicious dog

2021 S. Hero Dog Ord.

A dog that while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.

- B. **Exemptions for Working Dogs.** The provisions of the sections pertaining to running at large and disturbing the peace shall not apply to working farm dogs if the working farm dog is:
1. barking in order to herd or protect livestock or poultry or to protect crops; or
 2. running at large in order to herd or protect livestock or poultry or to protect crops.

SECTION 5. COLLAR AND LICENSE. Each dog shall be licensed according to the laws of this State and shall wear a collar or harness with the current license attached. A dog that is visiting from out of state must wear a collar or harness with a current license from its home state attached. A dog that is found without a collar or harness and license shall be in violation of this Ordinance and may be immediately impounded.

SECTION 6. ENFORCEMENT. A violation of this Ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in the *[insert name of county]* County Superior Court, at the election of the Enforcement Officer.

Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer shall have authority to issue tickets and represent the Town at any hearing.

Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The Town may pursue all appropriate injunctive relief.

SECTION 7. PENALTIES AND COSTS.

A. The Enforcement Officer is authorized to recover civil penalties for violations of this Ordinance in the following amounts for each violation:

Failure to remove waste

1st Offense: warning or \$50.00 fine

2nd Offense: \$100.00 fine

3rd & Subsequent Offense: \$200.00 fine

Waiver Fee: \$25.00

Waiver Fee: \$50.00

Waiver Fee: 100.00

Disturbing the peace

1st Offense: warning or \$100.00 fine

2nd Offense: \$200.00 fine

Waiver Fee: \$50.00

Waiver Fee: 100.00

2021 S. Hero Dog Ord.

3rd & Subsequent Offense: impoundment and/or \$300.00 fine Waiver Fee: \$150.00

Unconfined Dog in Heat

1st Offense: warning or impoundment and/or \$200.00 fine Waiver Fee:\$100.00

2nd Offense: impoundment and/or \$400.00 fine Waiver Fee:\$200.00

3rd & Subsequent Offense: impoundment and/or \$600.00 fine Waiver Fee:\$300.00

Lack of current license and/or rabies tag

1st Offense: warning or impoundment and/or \$50.00 fine Waiver Fee: \$25.00

2nd Offense: impoundment and/or \$100.00 fine Waiver Fee: \$50.00

3rd & Subsequent Offense: impoundment/or and \$200.00 fine. Waiver Fee:\$100.00

Running at large

1st Offense: warning or impoundment and/or \$200.00 fine Waiver Fee:\$100.00

2nd Offense: impoundment and/or \$400.00 fine Waiver Fee: \$200.00

3rd & Subsequent Offense: impoundment and/or \$600.00 fine Waiver Fee: \$300.00

Potentially vicious dog

1st Offense: warning or impoundment and/or \$200.00 fine Waiver Fee: \$100.00

2nd Offense: impoundment and/or \$400.00 fine Waiver Fee: \$200.00

3rd Offense: impoundment and/or \$600.00 fine Waiver Fee: \$300.00

- B. The Enforcement Officer is authorized to recover a waiver fee in lieu of a civil penalty, in the stated amount, for any person who declines to contest a municipal complaint and pays the waiver fee.
- C. Determining the sequences of offenses for violations of this Ordinance shall be as follows: a subsequent violation that is identical to, and that occurs within 12 months of, a previous violation shall be considered a higher offense (i.e., second, third, or subsequent offense). Any subsequent identical violation that occurs after 12 months of a previous identical violation shall be considered a new first offense.
- D. **Reckless Dog Owner.** Any owner who has violated this Ordinance 3 times, whether the offenses are identical or not, within a 6 month period shall provide proof to the Enforcement Officer of successful completion of a behavior modification program, pre-approved by the Selectboard, and designed to improve the owner's understanding of dog ownership responsibilities, within 6 months from the date of notification. The Enforcement Officer shall issue a notification of this requirement, in writing by regular mail postage prepaid, to the owner's last known address. Failure to provide such certification within the time allotted shall subject the offending dog(s) to immediate seizure and impoundment.
- E. For purposes of calculating the sequence of offenses, offenses shall be counted against the owner.

- F. A warning shall not be counted towards the calculation of the number of offenses under this Ordinance.

SECTION 8. IMPOUNDMENT.

- A. **Grounds for Impoundment.** Any dog may be immediately impounded if the dog:
1. has been determined by an Enforcement Officer to be a "potentially vicious dog," which presents an imminent danger to people or other animals;
 2. has reportedly bitten a person off the premises of its owner;
 3. is in violation of State licensing law;
 4. has an unknown rabies vaccination history or is suspected of having been exposed to rabies;
 5. is running at large;
 6. is an unconfined dog in heat; or
 7. is found without a collar or harness and license.

- B. **Notice of Impoundment.** The officer who impounds a dog shall, within twenty-four (24) hours, give notice to the owner thereof either personally, by telephone call, or by regular mail postage prepaid at the owner's last known address. Such notice shall inform the owner of the nature of the violations, the dog's location, and the necessary steps to have it returned to the owner.

If the owner of the dog is unknown, the officer who impounds a dog shall, within twenty-four (24) hours of impoundment, post a public notice. Notification shall be posted in the town clerk's office and other usual places for public notice for a ten (10) calendar day period. The public notice shall include a description of the dog, including any significant marks of identification, and when and where it was impounded or found by the person placing the dog in the town's custody. The public notice must also declare that, unless the owner 1) claims the dog, 2) pays all expenses incurred by the town for treatment, boarding and care of the dog, and any applicable penalties, and 3) takes all necessary remedial action within ten (10) calendar days following posting, the town may place the dog in an adoptive home or transfer it to a humane society or rescue organization. If the dog cannot be placed in an adoptive home or transferred to a humane society or rescue organization, it may be destroyed in a humane way.

- C. **Release from Impoundment.** Impounded dogs shall be released to the owner only after payment of all penalties and impoundment fees (including, but not limited to, boarding, food, and veterinary expenses), the final disposition of a potentially vicious dog or vicious dog hearing if applicable, and after all necessary remedial action, as determined by the enforcement officer in consideration of the violation committed, is taken by the owner. Remedial action shall include, but is not limited to, such actions as providing a collar and current license; verification of certification of current vaccination against rabies; payment of all applicable fines or waiver fees; and proof of satisfactory successful completion of a program designed to improve the owner's understanding and execution of dog ownership responsibilities.

If the owner of a dog impounded under the provisions of this ordinance refuses to take the

remedial action necessary to secure the dog's release within ten (10) calendar days following notice of impoundment or gives notice either personally, by telephone call, or in writing to the town of forfeiture of ownership before that time, the dog may be placed in an adoptive home, transferred to a humane society or rescue organization; or, if the town is unable to transfer the dog, it may be humanely destroyed. The owner of a dog transferred or humanely destroyed shall remain liable for all expenses incurred by the Town for treatment, boarding and care of the dog for the duration of its impoundment, and any expenses associated with its transfer or humane disposal.

- D. **Rabies Suspect.** The procedures provided in this section shall only apply if the dog is not a rabies suspect. If an official designated by the Selectboard to enforce the provisions of this ordinance determines that the dog is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the Vermont Department of Health's rules.

SECTION 9. INVESTIGATION OF VICIOUS DOGS.

- A. **Complaint.** When a dog has bitten a person while the dog is off the premises of its owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the Selectboard of the municipality. The complaint shall contain the time, date, and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the Selectboard in conducting its investigation.
- B. **Investigation and Hearing.** The Selectboard, within seven (7) calendar days from receipt of the complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the dog which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date, and place of hearing and a copy of the complaint.
- C. **Protective Order.** If, after a hearing on the matter, the dog is found to have bitten the victim without provocation, the Selectboard shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the dog is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested, to the owner. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 V.S.A. § 3550.

D. Rabies suspect. The procedures provided in this section shall only apply if the dog is not a rabies suspect. If a member of the Selectboard or an Enforcement Officer determines that the dog is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the Vermont Department of Health's rules. If the dog is deemed healthy, the terms and conditions set forth in the Selectboard's order shall be enforced.




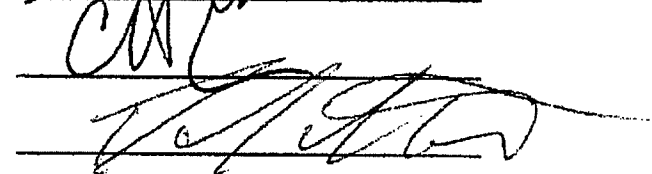
SECTION 11. OTHER LAWS. This ordinance is in addition to all other ordinances of the Town of south Hero and all applicable laws of the State of Vermont. All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 12. SEVERABILITY. If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.

SECTION 13. EFFECTIVE DATE. This ordinance shall become effective 60 days after its adoption by the Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Adopted this 27 day of SEPT, 2021

SIGNATURES:

1. Agenda item at regular Selectboard meeting held on SEPT 27.
2. Read and approved at regular/special Selectboard meeting on 9/27/21 and entered in the minutes of that meeting which were approved on 9/27/21.
3. Posted in public places on 10/6/21.
4. Notice of adoption published in the Islander newspaper on 10/6/21 with a notice of the right to petition.
5. Other actions [petitions, etc.]

Town of Isle La Motte Liability Waiver and Release

All participants must agree and sign waiver before joining in on any of the fun!

In consideration for participation in activities including but not limited to pickleball, yoga, zumba, tai chi, the undersigned (**'Participant'**) hereby acknowledges and agrees as follows:

1. Waiver of Claims / Release of Liability. Participant acknowledges that activities and sports are inherently dangerous activities involving physical contact and activities with other persons, and Participant's participation is completely voluntary. Participant hereby agrees to waive, indemnify, hold harmless, and defend the Town of Isle La Motte, and their respective employees, agents, officers, staff and volunteers, from any and all claims arising out of Participant's participation in the activity, whether resulting from physical, mental, or emotional injury, loss, theft, or property damage (collectively, "Injuries"). Participant further agrees that in no event shall the Town of Isle La Motte be liable to Participant or its guests for any Injuries suffered in connection with participation in the activity. Participant further acknowledges that this Waiver and Release shall be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Participant further acknowledges that the scope of this Waiver and Release includes Participant's travel to, from, and time during activities.

2. Assumption of Risk. Participant knowingly and freely assumes all risks related to and/or arising out of any activity associated with the activity, both known and unknown, including negligence on the part of the activity. Participant fully assumes responsibility for Participant's participation, including Participant's own negligence and intentional torts against third parties.

3. Representations and Warranties of Health. Participant represents and warrants that Participant is in good physical condition and able to safely participate in the activity. Participant agrees to comply with the stated and customary terms, conditions, and rules of activities, none of which serve to modify this Waiver and Release. If Participant observes any unusual and/or significant hazard during activities, Participant agrees to remove him/herself from participation and notify hosting staff members (Recreation Department) immediately of such hazard. Participant agrees that Participant will not exceed Participant's physical or other abilities during any activity. Participant acknowledges and agrees that the Recreation Department has made no recommendations or determinations as to Participant's fitness or ability to participate in the activity. Participant represents and warrants that Participant may consult with Participant's physician regarding physical activity, and shall not engage in any activity which is more rigorous than that which is recommended by said physician. Participant further agrees that Participant shall not participate in any activity if injured, ill, in poor health, or in any condition or circumstance which might make participation in activities dangerous to Participant or other persons.

4. Alcohol and Drug Policy. Participant further agrees to refrain from bringing and/or consuming alcoholic beverages and unlawful drugs at all venues and/or locations where prohibited, including but not limited to, all venues and/or locations owned by third parties. Alcohol, tobacco products, and drugs are not permitted.

5. Picture/Video Waiver. Participant gives consent and authorization for participant and/or guests to be photographed while participating in activities provided through the Isle La Motte Recreation Department. By willingly signing below grants the Isle La Motte Recreation Department permission to use photographs and video taken during activities. Pictures and video taken may be used up to ten years.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE THE TOWN OF ISLE LA MOTTE FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY ADULT SPORTS OR OTHER ACTIVITY.

I, **Participant**, hereby acknowledge and agree that I am over eighteen (18) years old and I have read, understood, and agree to the content of this Waiver and Release.

Print Name: _____ Signed: _____ Date: _____

**TOWN OF ISLE LA MOTTE
JOB OPPORTUNITY: ROAD CREW LEAD**

SUMMARY OF POSITION

The Isle La Motte Selectboard is seeking two individuals with experience with general road work to provide ad-hoc support on small road maintenance tasks for the Town of Isle La Motte. This position works with the Road Commissioner and reports to the Selectboard.

SPECIFIC DUTIES AND RESPONSIBILITIES

- Maintain town highways in safe and drivable condition consistent with adopted state and town standards, including repairing, brush clearing, patching asphalt, and other related maintenance and repairs
- Contact VSP Dispatch if roads need to be closed for work
- Able to respond quickly (within at least 4 hours) to road commissioner or selectboard phone calls or texts

DESIRED QUALIFICATIONS, ABILITIES AND SKILLS

- Ability to operate various types of required equipment, experience preferred
- Work with co-workers as a small team as well as independently
- Ability to interact with the public in a courteous and respectful way
- Ability to work with contractors, consultants, and other outside sources
- Makes safety a priority at all times

SALARY AND COMPENSATION

The rate of pay for regular, planned work will be \$35.00 per hour. A rate of pay \$50.00 per hour will be applicable in the event of unscheduled work due to an emergency, work which will be authorized in advance by the Selectboard.

Those interested please email the Selectboard Clerk with contact information and interest: Andrea Carbone at ilmvtselectboardclerk@gmail.com by 4/2/24. Interviews, if necessary, will be scheduled to occur during the Selectboard meeting on 4/4/24.

TOWN OF ISLE LA MOTTE
JOB OPPORTUNITY: ROAD CREW ASSISTANT

SUMMARY OF POSITION

The Isle La Motte Selectboard is seeking one individual who is looking to gain experience with general road work to provide ad-hoc support on small road maintenance tasks for the Town of Isle La Motte. This position works with the support and guidance of Road Crew Leads, the Road Commissioner and reports to the Selectboard.

SPECIFIC DUTIES AND RESPONSIBILITIES

- Support Road Crew Leads in maintaining town highways in safe and drivable condition consistent with adopted state and town standards, including repairing, brush clearing, patching asphalt, and other related maintenance and repairs

DESIRED QUALIFICATIONS, ABILITIES AND SKILLS

- Work with co-workers as a small team
- Ability to interact with the public in a courteous and respectful way
- Ability to work with contractors, consultants, and other outside sources
- Makes safety a priority at all times

SALARY AND COMPENSATION

The rate of pay for regular, planned work will be \$20.00 per hour. A rate of pay \$35.00 per hour will be applicable in the event of unscheduled work due to an emergency, work which will be authorized in advance by the Selectboard.

Those interested please email the Selectboard Clerk with contact information and interest: Andrea Carbone at ilmvtselectboardclerk@gmail.com by 4/2/24. Interviews, if necessary, will be scheduled to occur during the Selectboard meeting on 4/4/24.