

**Selectboard Agenda
Johnson**

Date: Monday, June 15, 2020

Electronic Meeting via Zoom and Phone Call-In

<https://zoom.us/> and joining Meeting ID: 344 652 2544.

You can also join by phone by calling:

+1 646 558 8656 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Meeting ID: 344 652 2544

Agenda:

CALL TO ORDER

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

7:00 p.m. Review and approve minutes of meetings past June 1st 2020

7:05 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:10 p.m. Road Foreman's Report

7:15 p.m. Administrator's Report, Action items, signature required items.

Members of the Public:

None Scheduled

ADMINISTRATOR'S REPORT: (D) Discussion (I) Information (A) Action

1. (D, A) Opening 2020 Paving Proposals
2. (D, A) Review and Discuss Class IV Roads Policy
3. (D, A) Review and Discuss Building Permit Ordinance
4. (D, A) Town's Stand on Anti-Racism
5. (D, A) Town Revolving Loan Fund Application – Jenna's Promise
6. (D, A) Proposal for Smoke-Free Parks – Old Mill Park
7. (D, A) Proposal for Modified Recreation Coordinator Hours
8. (D, A) River Access at Holmes Meadow
9. (D, A) Accessible Trail Improvements at Beard Recreation Park
10. (D, A) Municipal Office Construction and Remodeling Projects
11. (D, A) Picnic Table for Municipal Office Patio
12. (D, A) Letter of Support for Broadband and Communication Union District State Legislation
13. (D, I) Light Industrial Park Update

Selectboard issues/concerns, Executive Session (if needed) Adjourn

Town Administrator's Report

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None Scheduled

ADMINISTRATOR'S REPORT: (D) Discussion (I) Information (A) Action

1. (D, A) Opening 2020 Paving Proposals

Proposals for Town paving projects in 2020 will be opened and reviewed. Important to note, that as of this writing we have not received a determination on our paving grant application.

2. (D, A) Review and Discuss Class IV Roads Policy

Review comments on the proposed Class IV Roads Policy.

3. (D, A) Review and Discuss Building Permit Ordinance

The draft ordinance has been updated from the comments at the last meeting, removing some pieces and adding others in an attempt to provide more clarity to the process.

4. (D, A) Town's Stand on Anti-Racism

A draft statement on the Town's position on anti-racism and current events will be reviewed and may be adopted.

5. (D, A) Town Revolving Loan Fund Application – Jenna's Promise

Jenna's promise has submitted a loan application for the Town's Revolving Loan Fund. The application has been reviewed and it is recommended that it be granted provided the Tatro's provide a personal guarantee of repayment.

6. (D, A) Proposal for Smoke-Free Parks – Old Mill Park

Healthy Lamoille Valley has signs available for Old Mill Park declaring it a smoke-free park if we would grant them permission to put them up.

7. (D, A) Proposal for Modified Recreation Coordinator Hours

With the Recreation Programming suspended we should consider a modification to hours expected for our Recreation Coordinator. Making proactive steps now may allow us to be flexible and responsive to changing needs as the COVID-19 Pandemic continues.

8. (D, A) River Access at Holmes Meadow

Noah of the Vermont River Conservancy is going to have time to complete the river access from the Holmes Meadow soon. The plan is to place a sign at the end of the road and a set of stairs at the access point.

9. (D, A) Accessible Trail Improvements at Beard Recreation Park

The Conservation Commission would like to pursue a plan to improve accessibility at Beard Recreation Park and would like the board's support.

10. (D, A) Municipal Office Construction and Remodeling Projects

Our planned construction project for this year was to restore the clock tower on the municipal building. Because of the possibly reduced revenues for FY21 we prioritize other necessary remodels for this year. I suggest the sidewalk, interior paint, or floors.

11. (D, A) Picnic Table for Municipal Office Patio

Employees have requested a replacement for the picnic table that used to be on the patio.

12. (D, A) Letter of Support for Broadband and Communication Union District State Legislation

The legislation that would enable Johnson and neighboring communities to form a CUD may be slowing down in the State Senate. It may be helpful for the board to write a letter to the Senate Pro Tem and others to express our support of the bill.

13. (D, I) Light Industrial Park Update

GENERAL INFORMATION ITEMS

Information Items:

1. Letter from Pamela Byrne re: Evergreen Cemetery plot
2. Dog Bite: 6/11/2020

Budget Items:

Legal Issues:

VLCT: PACIF

State/Federal Issues:

Administrator's Correspondence:

Workshops:

Newsletters: VLCT News May-June 2020, Long Trail News

Brochures & Ads:

Selectboard issues/concerns:

Executive Session:

Other Business:

Adjourn

JOHNSON MUNICIPAL OFFICES

Town Administrator

Brian Story

P.O. Box 383

Johnson, Vt. 05656 802-635-2611

Fax 802-635-2393

Qualified paving contractors are invited to submit sealed bids for paving in the Town of Johnson as described below. Bids will be received until 4:00 pm, June 15th, valid bids will be opened and read aloud at the Selectboard meeting at 7:00 pm that evening. All bids must be submitted in an envelope marked "2020 PAVING PROJECT". Late bids will not be accepted.

For more information please email Brian Story at tojadministrator@townofjohnson.com. Any questions posed by potential bidders and the Town's response will be posted on the town website as an additional appendix to this document. Site visits are recommended, please call to coordinate visits with the Road Foreman, Brian Krause, at 635-2274. Additionally, this document contains a includes a model contract as Appendix I.

The Town of Johnson reserves the right to reject any or all bids for any reason, and to negotiate with one or more bidders with respect the scope and price for the work if doing so is in the best interest of the Town.

Bid Requirements:

Bidders must submit a price per ton, estimated tonnage required, estimated project cost, and estimated schedule of paving. All paving schedules must be approved by and follow any stipulations set by the Road Foreman, Brian Krause.

One pass shim and overlay is acceptable when the shim is less than 0.75", if the shim is greater than 0.75" two passes are required.

Plot Road – 2,400' x 23'

10" Reclamation, Grade, 3" Type II Base, and 1.5" Type IV wear coat overlay.

Ober Hill Road – 550' x 22'

10" Reclamation, Grade, 3" Type II Base, and 1.5" Type IV wear coat overlay.

Contractor must provide:

All relevant practices from the STANDARD SPECIFICATIONS FOR CONSTRUCTION apply. Type II, III, or IV bituminous concrete pavement from an approved mix design and produced from an approved plant. Tack coat must be RS-1 or RS-1H Emulsion containing a current Type A certification. See sections 404 and 406 of the 2011 STANDARD SPECIFICATIONS FOR CONSTRUCTION.

Contractor shall be responsible for all butt joints, sweeping, signage, and traffic control required to accomplish the project. All traffic control, signage, and work zone layout and

demarcation must conform to current applicable MUTCD standards. The Contractor is responsible for job site safety and compliance with any and all rules and regulations.

Contractor shall coordinate with and provide the Road Foreman with daily tonnage slips and estimates of the remaining tons/funds during progress of work. The Town reserves the right to deny payment of any costs incurred by Contractor that cause the total project costs to exceed the agreed contract amount.

Insurance requirements: Contractors shall submit evidence of General Liability, Workers Compensation and Automobile Liability Insurance in a minimum amount of \$1,000,000.00 per occurrence. Successful Bidder to provide Certificate of Insurance naming the Town as an additional Insured Party for the duration of job. **Payment for Services:** Contractor must agree to negotiate and accept payment terms of Town of Johnson (standard 30 days from receipt of bill)

Appendix I – Model Contract

CONTRACT FOR SERVICES

This Contract is entered into on [insert day, month, year], by and between Town of Johnson (hereinafter “Municipality”) and [insert name of contractor], a [insert type of entity such as "limited liability corporation"] with a principal place of business in [insert name of location], Vermont, with a mailing address of [insert mailing address], (hereinafter “Contractor”) for services to Municipality. Municipality and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

Article 1: Services Provided

Contractor agrees to perform the following service(s) according to the following timelines or schedule:

[Describe the service(s) to be provided and any applicable timelines or schedules for starting and/or completing the work.]

Contractor shall perform all services required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. Town has the right to inspect and may reject any services provided by Contractor under this Agreement that, in the Town’s determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be [Insert applicable terms for rate of payment and timing of payment].

Invoices and Billing: Invoices must be approved prior to payment being issued, and approval may take up to 30 days from the receipt of the bill.

ARTICLE 3: TERM

The term of this contract shall be from [insert start date] to [insert end date]. The term of the contract may be extended only by mutual written agreement of the parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers’ compensation or unemployment benefits.

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

This Contract is binding upon and inures to the benefit of the heirs, successors and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other party. This Contract shall be governed by the laws of the State of Vermont.

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 10 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within [insert number] days of receiving payment from Municipality.

ARTICLE 6: EQUIPMENT AND MATERIALS

Contractor warrants that it has the necessary equipment to provide the services required by this Agreement. All materials used or supplied under this Agreement shall be of first quality and meet the specifications established by Town, if any. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

Municipality is exempt from sales tax on purchases for materials and products that are permanently incorporated into the infrastructure. Contractor shall pay all legal costs and assessed penalties for improper use of the municipality's exemption certificate number.

ARTICLE 7: PERSONNEL

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate subcontractors that are approved by Municipality. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. The Contractor must certify to the Municipality that all drivers operating a commercial motor vehicle are in a federally mandated random drug and alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.

Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

Contractor further agrees to include this provision in all subcontracts.

ARTICLE 8: SAFETY AND TRAFFIC CONTROL

The Contractor alone shall be responsible for the safety and security at construction sites and when working in or adjacent to public highways. Contractor is solely responsible for traffic control, which practices shall comply with the Manual on Uniform Traffic Control Devices, latest edition.

The contractor is responsible for contacting Dig Safe prior to any excavation. No excavation is authorized until after Dig Safe has marked all existing utilities. Prior to construction, the contractor shall notify Municipality of adjacent utilities when prosecution of work may affect them.

ARTICLE 9: INDEMNIFICATION

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding

indebtedness, attorneys fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

ARTICLE 10: INSURANCE

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.

The Contractors policies shall name the Municipality as an additional insured.

ARTICLE 11: WARRANTY AND BOND

Contractor warrants all work performed under this Contract for a period of one year from the date the work is completed and accepted by Municipality. The warranty must be secured either by Contractor's performance bond or such other security as is acceptable to Municipality.

ARTICLE 12: NON-APPROPRIATION

If this Contract extends into more than one fiscal year of the Municipality and if appropriations are insufficient to support this Contract, the Municipality may cancel at the end of the fiscal year. In the case that this Contract is a Grant that is funded in whole or in part by federal or State funds, and in the event federal or State funds become unavailable or reduced, the Municipality may suspend or cancel this Grant immediately, and the Municipality shall have no obligation to pay Contractor from municipal revenues.

ARTICLE 13: TERMINATION

Municipality may terminate this Agreement, with or without cause, upon 30 days written notice.

ARTICLE 14: DEFAULT

The occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of Municipality providing Contractor written notice of the default, shall allow Municipality to terminate this contract:

- (1) failure to adequately perform or deliver the required services;
- (2) if applicable, failure to provide the required bonds or other security acceptable to Municipality before starting any work;
- (5) declaration of bankruptcy by Contractor;
- (6) making a material misrepresentation to Municipality;
- (7) persistently disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- (8) failure to perform any other material provision of this Contract.

Upon default of this contract by Contractor, Municipality may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Municipality.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

In addition to the above, in the event of a State or Federal Disaster Declaration, Municipality reserves the right to suspend certain provisions of this contract to conform with FEMA or Vermont Emergency Management regulations and directives.

Upon completion of the work or upon termination of the Contract, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Municipality at the expense of the Contractor.

ARTICLE 15: REMEDIES

Default or breach of this contract by Contractor shall entitle Municipality to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, Municipality may recover the necessary costs of termination, including but not limited to, administrative, attorneys fees and legal costs, from Contractor. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, Municipality shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. Municipality may deduct as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the costs of temporary items. Municipality may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or Municipality directives.

Any remedies available to Municipality are cumulative and not exclusive. The seeking or exercising by Municipality of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

ARTICLE 16: ARBITRATION

Should disputes arise between the Contractor and the Municipality about this contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq.

ARTICLE 17: CONTRACT DOCUMENTS

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications or amendments are in writing duly executed by the parties.

ARTICLE 18: SEVERABILITY

The provisions of this contract are severable and if a court of competent jurisdiction holds any portion of this contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

MUNICIPALITY: By the members of its Selectboard:

In the presence of:

Witness as to Municipality

CONTRACTOR:

By: _____
[insert name and title], duly authorized representative of Contractor

In the presence of:

Witness as to Contractor

ACKNOWLEDGMENT OF ARBITRATION.

We understand that this contract contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

MUNICIPALITY: By the members of its Selectboard:

In the presence of:

Witness as to Municipality

BY CONTRACTOR:

By: _____
[insert name and title], duly authorized representative of Contractor

In the presence of:

Witness as to Contractor

Appendix II – Questions and Responses

Town of Johnson, Vermont

Policy Regarding Class IV Highways & Trails

Background Data:

The Town has the following miles of road by Classification as of January 1st, 2013:

Class II	13.13
Class III	36.41
Class IV	12.36
Total all miles	61.9

Total Miles maintained by the Town, Class II and III = 49.54

% of Class IV miles to Class II & III = 25%

State Aid to Highways payment to Town (data from 2012)

Class II rate	\$3,973.95/mi	x 13.13 mi=	\$52,178.00
Class III rate	\$1,464.80/mi	x 36.41 mi=	\$53,333.00
Class IV rate	\$0	x 12.36 mi=	\$0
Total			\$105,511.00

Total Highway Budget \$851,395.00 (data from 2012)

% of town highway budget received as State Aid 12.4%

Basis for Establishment of Policy:

The Class IV highways in Johnson vary in condition from being passable with a car to being little more than tracks through the woods. Class IV highways and trails receive no state aid to highways contributions, and are not eligible for FEMA reimbursements in event of loss or damage in a federally declared disaster. Therefore, all maintenance costs are borne by the local property tax.

Class IV highways and legal trails do provide public rights of way as well as access to private land and therefore do provide a public benefit.

State statute provides some guidance on the use and maintenance of Class IV highways and legal trails, which has been subject to interpretation and legal challenge over the years. The statutes allow Towns to provide maintenance to bridges and culverts on Class IV highways (though the statutes do not specifically require or identify any specific level of maintenance) and no maintenance at all on Legal Trails.

The Courts have opined that a clearly written policy applied uniformly is highly

desirable. Given these factors, this policy is adopted to provide standards of maintenance provided by the Town, maintenance by others, process for reclassification, permit process for work within the right of way, control and protection of highways and general guidance to those seeking to use Class IV highways and/or legal trails for access, recreation, development, or improvements.

1. Definitions

Class IV Highway: Class IV highways are all other highways not falling under definitions of Class I, II, and III highways. Class I, II, and III are defined in Vermont Statutes for the purpose of receiving state aid and are passable by a pleasure vehicle on a year-round basis.

Class IV Roads are herein further described as follows:

Class IV highways currently provide access for a range of land uses from full time permanent residences, part time or seasonal residence and structures, farming and forestry activities and recreational uses. The condition of these roads also ranges from relatively good condition to little more than barely identifiable as roads. The use and condition of roads may be considered by the Selectboard when determining maintenance to be performed.

Trail: Trail means a public right-of-way which is not a highway and which:

- (A) previously was a designated highway and having the same width as the designated town highway, or a lesser width if so designated, or
- (B) a new public right-of-way laid out as a trail by the Selectboard for the purpose of providing access to abutting properties or for recreational use.

2. Change in Classification

It is the general policy of the Selectboard to discourage the reclassification and/or upgrading of Class IV highways and trails unless there is a demonstrated public benefit to doing so. However, it is the right of an abutting landowner to request changes in highway status. The Selectboard, if so petitioned, will follow the procedures set out in 19 VSA §708-716.

Under Vermont Statutes, Class IV highways may be reclassified to trail status, discontinued, or upgraded to Class III or higher status. Trails may be discontinued or upgraded to Class IV or higher status. Reclassification will be done in accordance with 19 VSA §708-716 and upon findings by the Selectboard that such reclassification is in the public good.

At a minimum, any road structure or subsurface work performed on or within the

right of ways of a Class IV highway or trail requires a Right of Way Permit from the Town as per 19 VSA §1111.

The full costs (including any surveys and legal costs) of upgrading a trail to a Class IV highway, or a Class IV highway to a Class III highway for the purpose of reclassification, shall be the sole responsibility of the petitioners. Any reclassification to Class III shall conform to the Town Codes and Standards and Development Road Policy as then currently in effect.

3. Town Policy

It is the policy of the Selectboard to retain Class IV highways and trails for the public good, including multiple recreational uses, and retention of the right of way for potential future development.

4. Maintenance by the Town

A. Trails

1. The Town shall not provide any summer or winter maintenance, or upkeep on trails.
2. The Town shall not be liable for construction, maintenance, repair, or safety of trails.

B. Class IV Highways

Requirements of Statute 19 VSA §310. Highways, bridges and trails (b):

Class 4 highways may be maintained to the extent required by the necessity of the Town, the public good and the convenience of the inhabitants of the Town, or may be reclassified using the same procedures as for laying out highways and meeting the standards set forth in §302 of this title.

Town Policy: Winter Maintenance.

The Town shall not provide any winter maintenance on any Class IV highways, beyond that required by statute.

Town Policy: Class IV Highway Budget

1. The Selectboard will establish a line item in the Highway Budget and annually propose a sum of money, as in its judgment is necessary to meet statutory required maintenance as well as the maintenance necessary for the preservation of the structure of road structure of Class IV highways. The budget line item shall be subject to voter approval.

2. The Road Foreman shall inspect Class IV roads annually for the purpose of determining the work to be performed thereon and its prioritization.
3. Sufficient money shall be budgeted annually to perform the work specified above.
4. Budgeted monies shall be spent annually or placed in a dedicated reserve fund for future Class IV road maintenance.

In the event of an emergency such as a fire or medical emergency and if requested, the Town may make reasonable attempts to assist emergency vehicles to access properties located on Class IV roads, but shall accept no responsibility for the inability of emergency vehicles to access such properties due to road conditions, weather conditions or any other factors.

5. Maintenance Work by Others

NOTE: It is recommended that any subsurface road or ditch work be preceded by notification to DigSafe (Call 811 or 888-DIG-SAFE or see <http://www.digsafe.com>).

A. PERMIT REQUIRED

A Town Permit is required for any and all road structure work and/or subsurface work (herein defined as affecting the road below the top 6 inches).

1. No such structural or subsurface work or maintenance on a trail or Class IV highways is to commence without a signed permit from the Town.

Any person wishing to perform or arrange for the performance of maintenance work or improvements on a Class IV Town Highway, or Trail, or within the right of way of same must make written application on a Highway and Right of Way Access Permit form prescribed by the Town prior to commencing any work. The application shall contain drawings and descriptions of the work sufficient to review the requested work and make a determination on it.

2. All such work shall maintain the pre-existing dimensions, physical character and use of the trail or Class IV highway unless otherwise permitted by the Selectboard.

Stone walls within the right-of-way shall not be damaged, altered or removed except as permitted by the Selectboard.

3. By submission of a Highway and Right of Way Permit application and issuance of same, the applicant agrees that all the requirements for signage, work safety, and public safety required by law or reasonable prudence will be adhered to in connection with the work, that the road work will be done in accordance with specifications established by the Town and or the permit, that the applicant and

applicant's agents shall not hold the Town responsible for any claims or injuries, which may arise out of the work within the right of way, and agrees to indemnify and save the Town and its agents harmless against legal responsibility for any and all damage, loss or claim associated with this work. The landowner shall bear any and all costs associated with said Class IV highway or trail project.

A surety bond or damage deposit may be required for alterations and repairs, as well as use of rights of way in existing condition by equipment or other means, which may cause damage such as logging, horse or bike tours or other commercial enterprises. The amount of surety shall reflect reasonable estimates of repairs that may be necessary in the event of noncompliance with the provisions of this policy or permit conditions issued for the project.

The applicant shall notify the Town upon completion of the permitted work. Once the Town is satisfied that all conditions of the permit have been met, and the Class IV highway or trail is left in proper condition, the surety or deposit will be returned within 30 days, unless the Highway and Right of Way Permit specifies a longer period of time for retention of a damage deposit. The Town shall retain any interest on deposits or surety held for this purpose.

4. Inspection: Upon completion of the work, the Town Road Foreman, Road Commissioner or other appropriate agent of the Town shall be notified in writing to arrange for inspection and approval of the work.

5. Permission: Permission for plowing, repair, maintenance, improvement, or restoration, which does not adversely affect the highway or trail, will not be unreasonably withheld by the Town. The highway shall be left in as good or better condition as existed prior to starting work.

B. *NO PERMIT REQUIRED*

No Town permit is required for plowing, maintenance to the surface of the road and/or cleaning of existing ditches, however seasonal, written (hard copy or email) notification to the Town is required.

Any winter plowing of Class IV highways allowed by the Town to parties other than a municipality shall not negate the privileges under 23 VSA§3206(b)(2).

Note: 23 V.S.A. 3206(b)(2) states:

(b) A snowmobile shall not be operated

(2) On a public highway, unless it is not being maintained and plowed for use by motor vehicles during the snow season.)

6. Control and Protection

The Selectboard shall strive to preserve the integrity of Class IV highways and trails as public rights-of-way by means which may include, but are not limited to, the following:

- A. Establishment of vehicle weight limits;
- B. Prohibition or restriction of wheeled vehicle use during mud and snow season; signs and barricades may be utilized to accomplish this purpose;
- C. Requirements for temporary permits for heavy equipment access may be imposed and the stipulation included that any highway damaged will be repaired by or at the expense of the user; posting of bond or other security to guarantee that repairs are made, may be required as a condition of any permits;
- D. Establishment of speed limits;

7. Permission

Permission for repair, maintenance, improvement or restoration, which does not adversely affect the highway or trail, will not be unreasonably withheld by the Town. The highway shall be left in as good or better condition as existed prior to beginning any such work.

8. Right-of-Way Access

The Selectboard shall control access into the highway right-of-way for the installation or repair of utilities and for access of driveways, entrances, and approaches through the Highway and Right of Access Permit process as defined in 19 VSA §1111.

Notwithstanding the above, nothing herein shall be deemed to negate or repeal permit requirements for working in or adjacent to highway rights-of-way.

9. Overweight Vehicles

Pursuant to 23 VSA, Chapter 13, Subchapter 15, vehicular use of highways and bridges is subject to limitation and regulation regarding gross vehicle weights, tire and axle weights, and overall length and width.

- A. Written approval of the Selectboard, or its authorized agent, may be granted for overweight vehicle use or travel over highways.
- B. Written agreement may be established by and between the Selectboard and applicant for compensation for wear and tear on highways anticipated or caused by use of highways in excess of the legal weight and size limitations.
- C. Vehicles used for agricultural or forest management shall not be held to a higher standard than other vehicles.

10. Posting and Gating of Highway

No highway of any Class may be intentionally closed by a gate or other obstruction except upon approval of the Selectboard (see: 19 VSA §§304 and 1105). The Selectboard may post a highway in accordance with 19 VSA §1110. The Selectboard may post a highway for the purposes of preserving the integrity of the road (see 19 VSA §304).

11. Disputed Right-of-Way Situations

It is recommended that any person(s) or entity(s) considering any road work requiring a Town Permit first consult with the Town to regarding the Right-of-Way (ROW) location. In the event of a disputed ROW location, mediation is recommended. If the ROW location dispute is not resolved, ultimately the burden of proof is on the Town to legally establish the ROW location.

12. Penalties for Non-compliance

If any person(s) or entity(s) are found to be in non-compliance with the Class IV Highway and/or Tail policies of the Town of Johnson within the legal ROW, whether they have a permit or not, then:

- A. It is the Selectboard's responsibility to identify and notify the responsible parties that they have 30 days from the date of notification to correct the non-compliance.
- B. At its discretion, the Selectboard may instead set a mutually agreeable date for resolution.
- C. The notification should state clearly what the non-compliance is and what the Selectboard considers an acceptable resolution.
- D. The notified parties have the right to propose an alternative resolution for the Selectboard's consideration. (Note: Returning the ROW to its original condition must be considered an acceptable resolution.)

13. Compliance with other Regulations

This policy is written to establish and clarify standards of construction and the authority of the Selectboard and its authorized representatives.

All other policies and regulations adopted by the Town of Johnson shall remain in full force and effect.

(end)

CLASS 4 TOWN ROADS LIST
JPC Recommendations

- #6. Coding Hollow Change to Legal Trail at last driveway
- #7. Basin Road Change to Legal Trail, Discontinue portion on State property
- #9. Riding Stable Rd No change
- #12. "Poshpeck" Rd Change to Legal Trail
- #16. Marvin Road No change
- #17. Upper Clay Hill No change
- #21. Mine Road Change to Legal Trail
- #22. Mine Road Change to Legal Trail
- #23. ? Off Mine Rd Change to Legal Trail
- #31. Patch Road Change to Legal Trail at last driveway
- #32. Hoag Road Change to Legal Trail at last driveway
- #35. Sinclair Road Change to Legal Trail at last driveway
- #38. Drag Lot Road Change to Legal Trail at last driveway
- #40. Prospect Rock Change to Legal Trail at last driveway. Discontinue portion on State property.
- #41. Lamb Road Change to Legal Trail
- #44. Lendway Lane Change to Legal Trail
- #46. River Rd East Change to Legal Trail at last driveway
- #47. ????? Change to Legal Trail
- #48. Grow Road Change to Legal Trail at last driveway
- #49. Reservoir Rd Maintain as Class 4 Road. Discontinue portion on State property.

#50." Adams Drive" Change to Legal Trail

The Johnson Select Board stands with our town and village's Inclusivity Statement and the fight against systemic racism, white supremacy and the historic oppression of the black community. We believe that Black Lives Matter and remain fully committed to being proactive as leaders in standing up to and publically rejecting any racism and bigotry in our community.

We are committed to listening and learning from our Black, Brown, and concerned citizens.

We are committed to working with the Lamoille County Sheriff's Department and our legislators to deconstruct all policies and laws that create and amplify racism and poverty in our community.

We are committed to continuing to fund and organize educational programming on racial justice, and racial bias for all Johnson residents and the surrounding communities.

"We REJECT racism, bigotry, hatred and violence in all its forms."