

**Selectboard Agenda
Johnson Municipal Offices
293 Lower Main West**

Date: Monday, March 7, 2022

Agenda:

CALL TO ORDER

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

6:30 p.m. Review Invoices and Orders

6:45 p.m. Review and approve minutes of meetings past February 23rd, and 22nd 2022

6:55 p.m. Treasurer's Report and review and approve bills, warrants, licenses, and any action items.

7:05 p.m. Review Planned Purchases

7:10 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) Mask Procedures for Municipal Services (15 minutes)
2. (D, A) Purchase and Sale Agreement for Grader (10 minutes)
3. (D, A) Review and Act on Possible ATV Ordinance Updates (25 minutes)
4. (D, A) Review and Act on Class IV Road Policy (20 minutes)
5. (D, A) Financial Controls Update (10 minutes)
6. (D, A) Congressional Spending Requests (10 minutes)
7. (D, A) Brownfield Committee Alternate Appointment (5 minutes)
8. (D, I) Executive Session for Discussion of Legal Proceedings to Which the Town May Be a Party (15 minutes)

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

Join Meeting via Zoom

<https://us02web.zoom.us/j/3446522544?pwd=VkNZZE5tMW5PaEhidVpnUjRxSkxGdz09>

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544

Passcode: 15531

Town Administrator's Report

Date: Monday, March 7, 2022

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

1. (D, A) Mask Procedures for Municipal Services (15 minutes)

Employees at the municipal offices would like to update the mask wearing procedures. Specifically, the employees would like to eliminate the requirement for employees to wear masks regularly in the offices and garage.

2. (D, A) Purchase and Sale Agreement for Grader (10 minutes)

We have two quotes for a replacement grader, and a purchase and sale agreement available for the recommended replacement.

3. (D, A) Review and Act on Possible ATV Ordinance Updates (25 minutes)

We are aware of shortcomings in our current ordinance. We may attempt to address these by modification to the existing ordinance or by adoption of a new ordinance. The process is the same, the difference is the scope of change.

4. (D, A) Review and Act on Class IV Road Policy (20 minutes)

Changes suggested during the last meeting have generated more questions. A new draft is available for review.

5. (D, A) Financial Controls Update (10 minutes)

I met with Sarah Macy, the Municipal Assistance Center's Government Finance Specialist, to discuss our Audit RFP and more financial control updates. This is to bring the board members up to date and continue the conversation.

6. (D, A) Congressional Spending Requests (10 minutes)

Senator Leahy's office is open to receiving spending requests again. Last year we submitted two requests, one for the light industrial park development, and another for recreation development in and around Old Mill Park. This year we can receive more assistance from staff at Leahy's office and have some updated ideas for the recreation project to make it more competitive.

7. (D, A) Brownfield Committee Alternate Appointment (5 minutes)

I do not believe that we have officially appointed an alternate for Doug Molde on the Brownfield Committee.

8. (D, I) Executive Session for Discussion of Legal Proceedings to Which the Town May Be a Party (15 minutes)

- a. The board may find that premature general public knowledge regarding the legal proceedings to which the town may be a party would clearly place the town at a substantial disadvantage, because the board's discussion may disclose its positions.
- b. If so, then executive session to discuss legal proceedings is allowed by **1 V.S.A. § 313(a)(1)**.

GENERAL INFORMATION ITEMS

Information Items:

1. Sheehey Furlong & Behm: Petition of GMP for CPG for Lowell Substation
2. Rescom: Section 106 Invitation per National Historic Preservation Act and National Environmental Policy Act to the Certified Local Government
3. Business Radio Licensing Renewal

Budget Items:

Legal Issues:

VLCT: PACIF

State/Federal Issues:

Administrator's Correspondence:

Updated ordinances and policies book.

Workshops:

Newsletters:

Brochures & Ads:

Selectboard issues/concerns:

Executive Session:

Other Business:

Adjourn

Quote Id: 26117344

Prepared For:

TOWN OF JOHNSON

UNITED
Construction & Forestry

Prepared By: **TIMOTHY PUDVAR**

United Construction & Forestry
375 Engineers Drive
Williston, VT 05495

Tel: 802-658-2121
Mobile Phone: 802-363-2777
Fax: 802-658-4821
Email: timothy.pudvar@ucfne.com

Quote Summary

Prepared For:
TOWN OF JOHNSON
PO BOX 383
JOHNSON, VT 05656

Prepared By:
TIMOTHY PUDVAR
United Construction & Forestry
375 Engineers Drive
Williston, VT 05495
Phone: 802-658-2121
Mobile: 802-363-2777
timothy.pudvar@ucfne.com

Quote Id: 26117344
Created On: 21 February 2022
Last Modified On: 21 February 2022
Expiration Date: 28 February 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 672G MOTOR GRADER with 6WD	\$ 513,533.00	\$ 349,824.00 X	1 =	\$ 349,824.00
Equipment Total				\$ 349,824.00

Trade In Summary	Qty	Each	Extended
JOHN DEERE 772D	1	\$ 85,000.00	\$ 85,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 85,000.00
Trade In Total			\$ 85,000.00

Quote Summary	
Equipment Total	\$ 349,824.00
Trade In	\$ (85,000.00)
Filing / Origination Fees	\$ 0.00
SubTotal	\$ 264,824.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 264,824.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 264,824.00

Salesperson : X _____

Accepted By : X _____ Packet Page 5

Selling Equipment

Quote Id: 26117344

Customer: TOWN OF JOHNSON

JOHN DEERE 672G MOTOR GRADER with 6WD

Hours:
Suggested List
Stock Number:

\$ 513,533.00

Selling Price

\$ 349,824.00

Code	Description	Qty	Unit	Extended
8450T	672G MOTOR GRADER with 6WD	1	\$ 432,856.00	\$ 432,856.00
Standard Options - Per Unit				
170K	JDLINK™	1	\$ 0.00	\$ 0.00
1030	Dual Joystick Controls	1	\$ 0.00	\$ 0.00
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1	\$ 54,196.00	\$ 54,196.00
1240	Dual 100 Amp Alternators (200 Amp total)	1	\$ 954.00	\$ 954.00
1410	Standard Fuel & Water Filtration	1	\$ 0.00	\$ 0.00
1610	Hydraulic Pump Disconnect	1	\$ 188.00	\$ 188.00
1830	Engine Exhaust W/ Flat Black Stack (FT4 or Stage V only)	1	\$ 0.00	\$ 0.00
2070	14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 in. (16mm) Hardware	1	\$ 2,097.00	\$ 2,097.00
2605	English Manual W/ English Labels & Decals	1	\$ 0.00	\$ 0.00
2820	Single Input Gearbox with Slip Clutch	1	\$ 2,889.00	\$ 2,889.00
5060	Grade Pro Low Cab w/ Lower Front and Side Opening Windows	1	\$ 0.00	\$ 0.00
5520	Manual Shift Transmission (no Autoshift)	1	\$ 0.00	\$ 0.00
5710	Transmission Solenoid Valve Guard	1	\$ 213.00	\$ 213.00
5815	Hydrau	1	\$ 0.00	\$ 0.00
6030	No Powered Cab Air Precleaner	1	\$ 0.00	\$ 0.00
6140	Grade Pro Premium Heated, Leather/Fabric, High-Wide Back Air Suspension Seat	1	\$ 0.00	\$ 0.00
6555	Grade Pro Controls for Rear Ripper or 1 Rear Auxiliary Function	1	\$ 1,665.00	\$ 1,665.00
6650	Grade Pro Controls - Left Side	1	\$ 0.00	\$ 0.00
7180	Premium Grading Lights (18 LED Lights)	1	\$ 4,134.00	\$ 4,134.00
7810	Front Fenders	1	\$ 2,163.00	\$ 2,163.00
8110	24-to-12 Volt Converter (15 amps peak / 10 amps continuous)	1	\$ 0.00	\$ 0.00
8220	Heated Exterior Mounted Rearview Mirrors	1	\$ 570.00	\$ 570.00

Selling Equipment

Quote Id: 26117344

Customer: TOWN OF JOHNSON

8310	Lower Front Intermittent Wiper & Washer	1	\$ 670.00	\$ 670.00
8415	Premium AM/FM Radio with Bluetooth, Aux and Weather Band (WB).	1	\$ 1,515.00	\$ 1,515.00
8830	Rear Camera (R4)	1	\$ 0.00	\$ 0.00
9005	Rear Wheel Fenders	1	\$ 3,531.00	\$ 3,531.00
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1	\$ 130.00	\$ 130.00
9275	License Plate Bracket and Light	1	\$ 161.00	\$ 161.00
9280	Slow Moving Vehicle (SMV) Sign	1	\$ 86.00	\$ 86.00
9290	Flip Down Cab Beacon Bracket (RH)	1	\$ 158.00	\$ 158.00
9295	Flip Down Cab Beacon Bracket (LH)	1	\$ 158.00	\$ 158.00
9360	Engine Block Heater	1	\$ 348.00	\$ 348.00
9720	17.5R25 G2/L2 1 STAR SNOW WITH 3PC RIM	1	\$ 0.00	\$ 0.00
	Walk N Roll with lift system and oscillation	1	\$ 0.00	\$ 0.00
		1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 75,826.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 4,851.00	\$ 4,851.00
Other Charges Total				\$ 4,851.00
Suggested Price				\$ 513,533.00
Customer Discounts				
Customer Discounts Total			\$ -163,709.00	\$ -163,709.00
Total Selling Price				\$ 349,824.00

Trade In

Quote Id: 26117344

Customer: TOWN OF JOHNSON

JOHN DEERE 772D	
SN#	
Machine Details	
Description	Net Trade Value
JOHN DEERE 772D	\$ 85,000.00
SN#	
Your Trade In Description	
Total	\$ 85,000.00

Mr. Jason Whitehill
 Town of Johnson
 293 Lower Main West
 Johnson, VT 05656

February 11, 2022

Dear Jason,

I want to thank you for allowing Milton Cat, one of the leading Caterpillar dealers in North America the opportunity to provide the Town of Johnson with a quote for your upcoming Motor Grader replacement needs. Milton Cat highly values your business and you can be assured of unmatched service and dealer support on machines that are second to none in the industry.

Specifications and pricing are only a part of the decision on the purchase of new equipment and does not describe the machine design, reliability and operational advantages, nor does it describe the product support you will receive from your dealer. These factors are extremely important when you are deciding on a major purchase such as a motor grader which you will be relying on for the next twenty (20) plus years. Milton Cat, as well as I feel confident that should you choose Caterpillar for your upcoming equipment needs in that you will receive unmatched product support, productivity and reliability from the Caterpillar line of equipment.

Pursuant to your request, please find enclosed quote on a 2022 Caterpillar 140AWD motor grader with Joystick controls, per your requested specifications, needs and desires.

Corporate

100 Quarry Drive
 Milford, MA 01757
 508.634.3400

84 Concord Street
 North Reading, MA 01864
 978.276.2400

14 Kendrick Road, Rt. 28
 Wareham, MA 02571
 508.291.1200

2158 Plainfield Pike
 Cranston, RI 02920
 401.946.6350

30 Industrial Drive
 Londonderry, NH 03053
 603.665.4500

One Cat Lane, Rt. 2
 Richmond, VT 05477
 802.434.4228

79 Robertson Boulevard
 Brewer, ME 04412
 207.989.1890

16 Pleasant Hill Road
 Scarborough, ME 04074
 207.883.9586

500 Commerce Drive
 Clifton Park, NY 12065
 518.877.8000

294 Ainsley Drive
 Syracuse, NY 13210
 315.476.9981

4610 E. Saile Drive
 Batavia, NY 14020
 585.815.6200

55 Industrial Park Drive
 Binghamton, NY 13904
 607.772.6500

Mr. Jason Whitehill

Page 2

MILTON CAT

One (1) New 2022 Caterpillar 140AWD Motor Grader Standard and Optional Equipment, Town of Johnson, VT

140AWD Motor Grader

Caterpillar C9.3, 9.3 Liter, VHP 192-255 SAE J1349 Net HP Turbocharged, Air/Air Aftercooled Tier 4i Diesel Engine, with 920 ft lb of Torque

Engine Precleaner

Ether Start Aid

Extended Life Anti-Freeze, Electric Coolant Heater

Direct Drive, 8 Speeds Forward & 6 Speeds Reverse Powershift Transmission with Autoshift

Four (4) Working Gears Below Seven (7) mph

Transmission Bottom Guards

Rear Tandem Drive, with Locking Rear Axle

17.5-25 Maxam MS202 Snow Plus Radials, on Multi Piece Wheels

2.0" Pitch Tandem Drive Chains

Outboard Hydraulic Wet Disk Brakes (left and right sides independent), with Secondary Braking

Spring Applied/Hydraulically Released Parking Brake

Deluxe Cab with AC/Heater/Pressurizer with Window Ducting and Rear Defroster Fan

Left and Right Cab Doors

Side Cab Windows, Rear Window Wipers/Washers

Deluxe Fabric Air Suspension Heated Seat

Deluxe Floor Mat

Deluxe Monitor/Alarm System

Front, Rear and side Windshield Wipers/Washers

Dual Outside Heated Mirrors, Single Inside Rear View Mirror

Rear View Camera

Closed Center, Load Sensing 55.7 gpm Hydraulic Pump

Joystick Operational Controls

A Frame Style Draw Bar

14-Foot Moldboard (27" High, 1" Thick) with High Wear Cutting Edges/End Bits

Circle Saver Greasing

Circle Drive Slip Clutch

Blade Lift Accumulators

Auto Articulation

Two (2) 1400 CCA Heavy Duty Batteries, 150 Amp. Alternator, Extreme Duty 1000 Amp. Starter

AM/FM/WB Radio

Product Link

(1) 25 Amp, (1) 5 Amp 24/12 Volt Converter, with 12V powerpoint

Color Coded and Numbered Electrical Wires

High Style Front LED Headlights, Front Turn Signals, Rear "Drop Down" LED Tail/Stop Lights

Four (4) Forward Facing Halogen, Two (2) Rear Facing Cab LED Work Lights

Two (2) Rear Facing Radiator Mounted LED Work Lights

Two (2) Front Facing LED Work Lights Mounted on Frame

Two (2) Front Facing LED Work Lights Mounted Under Cab

One (1) Rear Facing LED Wing Light

LED Engine Compartment Service Lights

Back Up Lights, with Back-Up Alarm

Strobe Light

Tool Box, Vandalism Package

Lubrication Test Ports

Craig PH100 Plow Harness

Craig 12' Reversible Plow

Walkin Roll WR90 Series 3 with QH Lift Assembly and Articulator

Owners, Parts Manuals

7 Year/3500 Hour Machine Premier Warranty

Operating Weight, per these specifications 42,563 (without snow equipment)

Mr. Jason Whitehill

Page 3

\$385,000.00 Caterpillar 140AWD, as per specifications on page 2

\$ 75,000.00 Less Deere 770G

\$310,000.00 Net Trade

Option:

Add \$28,000.00 for a Craig 301-12 Wing

Should the Town of Johnson wish to lease/purchase the Caterpillar motor grader. Caterpillar Financial offers governmental agencies low rate lease programs for up to 10 years* with monthly, quarterly, semi-annual and annual payments. I would be more than happy to provide you with lease payments for any specific lease term or amounts, should you so desire.

*8-10 Year lease terms require an approval/exemption process from Caterpillar Financial

Again, I want to thank you for allowing Milton Cat the opportunity to provide you with this quote. I look forward to working with you to provide the Town of Johnson with a new Caterpillar 140AWD Motor Grader. Should you have any questions, please feel free to contact me.

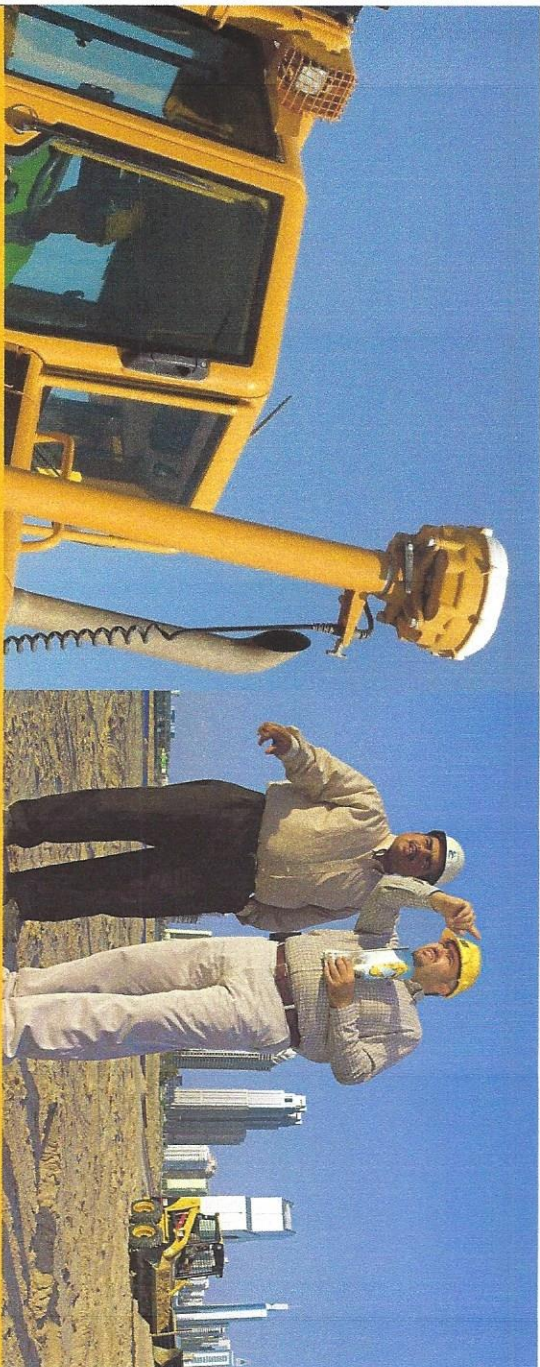
Sincerely,



Jeffrey E. Slade
Territory Manager
Governmental Accounts
New Hampshire/Vermont

JES

surface/johnsonnh140awdjoyquote22



PREMIER

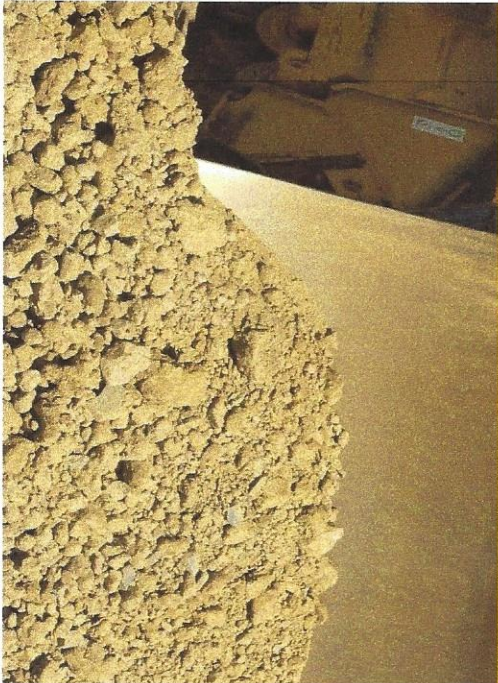
Our most comprehensive coverage includes powertrain and hydraulic components, as well as additional electrical and structural components. Powertrain components produce, transmit or control engine horsepower for moving the machine. Hydraulic components are associated with steering and implement control.

Learn more:

Contact your local Cat® dealer today or visit

www.cat.com/epp

The information contained herein is provided solely for general information purposes only and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.



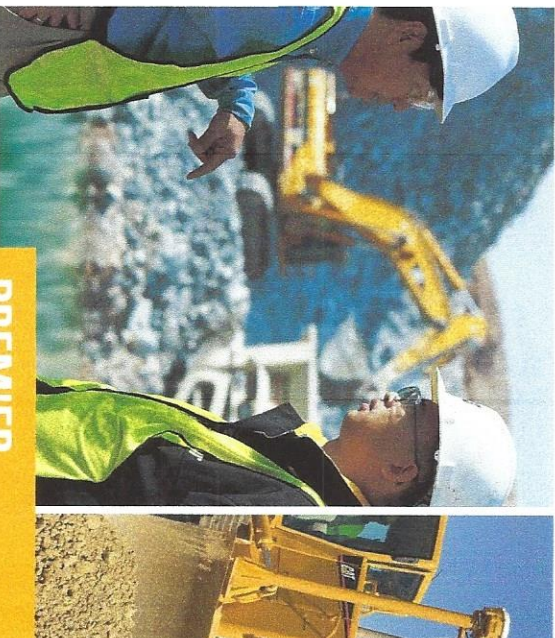
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THE RIGHT MACHINE THE RIGHT PLAN

Cat® Equipment Protection Plan



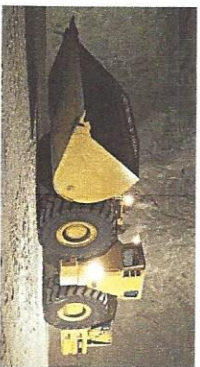
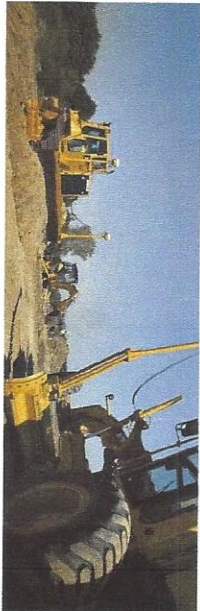
PREMIER



CONTROL YOUR COSTS MINIMIZE YOUR RISKS

This plan safeguards your investments in new and Cat Certified Used* machines beyond the standard warranty period. It includes parts and labor to protect you against covered failures caused by defects in materials and workmanship. With the Premier Equipment Protection Plan, you can increase the predictability of service and maintenance costs—and reduce unplanned downtime.

*Product availability varies by region.



WHAT WE DO

- Perform necessary inspections to confirm eligibility
- Install parts approved by Caterpillar on covered repairs
- Validate your enrollment in the program

WHAT YOU DO

- Operate equipment according to the Cat® Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure

COVERED COMPONENTS

Engine & Accessories

Engine - Internal Components
Oil Cooler
Radiator
Exhaust / Muffler
Manifolds
Fan Motor
Water Pump
Fuel Injection Pumps
Injectors
Lift / Transfer Pump
Senders / Solenoids / Sensors
Thermostat
Flywheel & Torque Converter
Engine Oil Filter Mount
Turbocharger
Starter
Alternator
AC Compressor / Condenser
Electronic Control Modules
Governor / Speed Controls & Linkages
Fuel Lines
Fuel Tank & Assoc. Parts
Water Piping
Oil Hoses / Lines (non-hydraulic)
Cylinder Block
Piston
Piston Rings
Piston & Connecting Rod
Crankshaft, Main Bearings & Rod Bearings
Camshaft & Camshaft Bearings
Timing / Accessory Gears
Timing Chain / Belt
Inlet / Exhaust Valve
Valve Cover & Base
Valve Spring & Guide
Rocker Arm
Rocker Shaft Assembly
Push Rod

Balancer

Fuel Pump / Governor Drive
Oil Pump
Oil Pan Group
Fan & Fan Drive

Transmission

Transmissions
Transmission Oil Lines
Hydraulic Controls
Transmission Oil Filter Base
Transmission Gears
Final Drives / Planetary Drive Shafts
Transfer Case
Wet Brake Assemblies
Hydraulic Pumps & Drive Motors
Linkage / Lines Connected to Hystat Pump
Drive (for/hy) Control Valves
Senders / Sensors
Powertrain Transmission Lines / Hoses
Transmission Oil Tank
Drive Train Oil Lines
Bevel and Transfer Case

Drive Line/Drive Axle

Axles
Axle Seals
Final Drive & Wheel
Final Drive Case / Bore
Final Drive Chain
Final Drive Gears
Axle Shaft
Drive Axle Oil Pump
Universal Joint

Steering

Steering Clutch
Steering Clutch & Brake Control Valve
Steering Gear & Valve
Power Steering Logic Module
Steering Linkage
Steering Column
Steering Console
Tie Rod

Hydraulic Systems

Hydraulic / Steering Hoses & Lines
Hydraulic Cylinders
Hydraulic Valves & Controls
Hydraulic Accumulators
Hydraulic Oil Coolers
Hoses and Lines
Hydraulic Swivels
Hydraulic Oil Filter Mount
Hydraulic Oil Temperature Sensor
Hydraulic Oil Filter Base
Hydraulic Tanks

Suspension

Automatic Grade Control
Axle Spring
Bogie Suspension
Cross Slope Control
Equalizer Bar
Equalizer Bar Center Pin Support
Equalizer Bar Support
Stabilizer
Suspension Control Valve
Suspension Cylinder

Braking System

Brake Master Cylinder
Vacuum Pump
Wheel Cylinder
Brake Caliper; Head Assembly
Control Valves
Brake Lines
Accumulator

Electrical & Interior

Gauges / Indicators / Instruments
Wiring harnesses
Switches
Relays / Circuit breakers
Generator
Alternator / Generator
Battery Charger
Main Power Relay
Start Switch
Fuse / Circuit Breaker Panel
Circuit Board

Frames & Linkages

Chassis / Implement Frames
Weldment
Carbody
Main Frame

Undercarriage

Track Roller Frame
Track Adjuster
Recoll Spring

EXCLUSIONS

If a component is not listed, it may not be included in the plan. Other exclusions include:

- > Improper or abusive use of the machine
 - > Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
 - > Failures caused by normal wear-out
 - > Freight charges for parts shipments
 - > Travel time and mileage involved in getting to a job site
 - > Hauling costs and / or retrieval costs
 - > Overtime labor costs
 - > Repair costs resulting from the failure of any non-covered components
 - > Downtime loss
 - > Equipment rental charges
 - > Any incidental / consequential damages or costs incurred as a result of a covered component failure.
 - > Modifications unless approved by Caterpillar
- Examples of covered and excluded components or items are listed here. The actual dealer contract will govern. For a complete list of included components and more information on Cat Equipment Protection Plans, contact your local Cat dealer.**

Milton



SALES ORDER

02/25/2022

ORDER DATE

SOLD TO: Town of Johnson Vermont
 D/B/A: _____
 ADDRESS: PO Box 383
 CITY: Johnson STATE: VT ZIP: 05656
 PHONE #: 802-635-2611 CELL: _____
 Fax #: _____ EMAIL: publicworks@townofjohnson.com
 INVOICE TO Customer #: 1180657 P.O.#: _____
 SHIP TO ADDRESS: 663 Railroad Street
 CITY, STATE, ZIP: Johnson VT 05656

Customer #: 1180657
 FOB: Johnson VT
 SELL PRICE: \$385,000.00
 TRADE IN: \$0.00
 NET BALANCE: \$385,000.00
 STATE TAX: Exempt
 SALES TAX: \$0.00
 FREIGHT \$: \$0.00
 TOTAL DUE: \$385,000.00
 DOWN PYMT: \$0.00
 PAYOFF AMT: \$0.00
 BALANCE: \$385,000.00

Enter total Sales Tax amount in \$'s.

DESCRIPTION

MAKE: Caterpillat SERIAL #: _____
 MODEL: 140AWDJJOY ID #: _____

ATTACHMENTS & NOTES:

2022 Caterpillar 140AWDJJOY, per out Proposal dated 2/22/2022, with the addition of rear fenders.

 Per 2/23/2022 Selectboard Meeting

 Contact: Jason Whitehill 802-730-9597

Condition: NEW PRODUCT

WARRANTY: 7 Year/3500 Hour Premier Warranty

TRADE IN: MAKE: _____ MODEL: _____ SERIAL #: _____ ALLOWANCE: \$0.00
 DESCRIPTION _____ YEAR: _____ SOLD TO CUSTOMER # / SALESMAN #: _____

TRADE IN: MAKE: _____ MODEL: _____ SERIAL #: _____ ALLOWANCE: \$0.00
 DESCRIPTION _____ YEAR: _____ SOLD TO CUSTOMER # / SALESMAN #: _____

TRADE IN: MAKE: _____ MODEL: _____ SERIAL #: _____ ALLOWANCE: \$0.00
 DESCRIPTION _____ YEAR: _____ SOLD TO CUSTOMER # / SALESMAN #: _____

My.CAT.com	VisionLink
CSA or TM&R	
CVA	
Rental Conversion / Reverse Months	
Merchandising Program Code(s)	

SUBJECT TO CREDIT APPROVAL: CAT Financing SMI Financing

FINANCING TERMS: Net Cash Upon Receipt of Invoice
 See Installment Sale Contract
 Skip Payment

Other

PAYABLE AS FOLLOWS:

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Seller

SOUTHWORTH-MILTON, INC.

BY: Jeff Slade G-1 00081 05
 (SALES AGENT) DIV/TYPE#/STORE

ACCEPTED BY: Harry Biron (Feb 28, 2022 06:04 EST)
 (BRANCH OR SALES MANAGER)

PURCHASER

Print: Town of Johnson

By: X

TERMS AND CONDITIONS

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

1. Excusable Delivery Delays: Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacturer or carrier, acts of God, embargoes, or government action. Or any other cause beyond the reasonable control of the seller, whether the same as, or different from, the matters and things hereinbefore specifically enumerated, and if for such reasons. Sellers may, at its option, cancel this order without liability except for return of the amounts paid on this order.

2. Responsibility for Shipment: The Seller's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Purchaser direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.

3. Duration of Offer: The Purchaser agrees that this order shall not be countermanded or revoked by Purchaser for a period of ten (10) days from date; thereafter it may be countermanded or revoked up to and until Seller does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financing Statement(s) and/or Note(s), and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.

4. Execution of Other Documents: When the property necessary to fill this order is available, the Purchaser agrees on demand to execute and deliver to the Seller such security agreements, financing statements and other documents as maybe required by the Seller to secure the purchase price. In the event that the Purchaser fails to execute and deliver to the Seller such documents, the entire balance of the purchase price shall, at the Seller's option, become immediately due and payable.

5. Disclaimer of Warranties and Limitation of Liability: Equipment of machinery described herein as new is sold subject to such warranties as are made in writing by the manufacture thereof. Seller will cooperate with Purchaser in obtaining adjustment from manufacture for breach of any such manufacture's warranty, any expense to be for Purchaser's account. In the event it is found that there are defective parts within such period as the appropriate manufacture's agreement to replace defective parts is applicable. Seller will furnish at Seller's repair facilities during regular working hours such labor as is required or repair of defective parts covered by manufacture's warranty. Cost of necessary transportation to and/or from Seller's repair facilities shall be born solely by Purchaser. Except for warranty of title by Seller and except for the is agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacture's warranty within the manufacturer's warranty period, Seller shall not be liable for defects in or for any damages or loss to property sold nor in a separate writing signed by Seller in the manner provided on the reverse side hereof; and under no circumstances shall Seller or Manufacture be liable for any indirect, special, incidental or consequential damages to the Purchaser or to any third party. **THE FORGOING UNDERTAKING WITH RESPECT TO NEW MACHINERY AND EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED; FURTHER SELLER MAKES NO WARRANTIES WHATSOEVER INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO USED EQUIPMENT AND PURCHASER TAKES ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY SELLER IN THE MANNER PROVIDED ON THE REVERSE SIDE OF THIS ORDER.**

6. Taxes: Unless otherwise stated, the quoted prices do not include sales, use or similar taxes. Such taxes shall be paid by the Purchaser. Consequently in addition to the quoted prices, in effect at the time of the sale, lease or rental, the amount of any present or applicable sales use or similar tax applicable to the sale, lease or rental of the property shall be paid by the purchaser, or in lieu thereof the Purchaser shall provide the company with a tax-exemption certificate acceptable to the taxing authorities. From and after the transfer of possession of the property covered hereby, Purchaser shall timely pay all taxes and other charges assessed by any public body against same, including applicable property taxes.

7. Insurance: The property shall at all times after delivery to the purchaser. Purchaser's agent or a transportation company, whichever first occurs, be the sole responsibility of Purchaser, and all loss or damage to said property or any part thereof occasioned by fire or in any manner whatsoever, shall be borne by Purchaser and shall not operate to extinguish or diminish liability of Purchaser to Seller. Purchaser shall have said property insured in favor of Seller against fire, and other hazards generally covered by extended fire coverage insurance and any other hazards required any Seller for full insurable value thereof and the policy of insurance or proof satisfactory to Seller shall be delivered to Seller. Until and unless Purchaser obtains such insurance Seller may have same insured for Seller's benefit and Purchaser shall be liable for premiums thereon and shall pay or reimburse Seller for same. Any property shall be insured by the purchaser in companies acceptable to Seller to the full extent of any balance remaining unpaid and all such policies shall name as a co-beneficiary.

8. Attorney Fees: In the event of suit by Seller on this Purchase Order on account of Purchaser's breach thereof. Seller shall be entitled to recover costs and expenses of such suit, including reasonable attorneys' fees.

9. Definitions: Where applicable herein the word "property" will include labor and/or services.

10. Additional Matters and/or Modifications:



Vermont Sales Tax Exemption Certificate
for

RESALE AND EXEMPT ORGANIZATIONS

32 V.S.A. §9701(5); §9743(1)-(3)

**Form
S-3**

To be filed with the **SELLER**, not with the VT Department of Taxes.

- Single Purchase - Enter Purchase Price \$ _____
 Multiple Purchase (effective for subsequent purchases.)

BUYER	Buyer's Name		Federal ID Number		
	Trading as				
	Address				
	City		State	Zip	
	Buyer's Primary Business MUNICIPALITY				

SELLER	Seller's Name MILTON CAT				
	Address 1 CAT LANE				
	City RICHMOND		State VT	Zip 05477	

EXEMPTION CLAIMED	A Description
	Description of purchased articles: EQUIPMENT PURCHASES, RENTALS, PARTS & SERVICE
EXEMPTION CLAIMED	B Basis for Exemption
	<input type="checkbox"/> For resale/wholesale. Vermont Account Number: _____
	<input type="checkbox"/> Purchase by 501(c)(3) organization which is religious, educational, or scientific. Vermont Account Number: _____
	<input checked="" type="checkbox"/> Direct payment by Federal or Vermont governmental unit
	<input type="checkbox"/> Purchase by volunteer fire department, ambulance company, rescue squad (Registration is not required.)

I certify that, to the best of my knowledge and belief, the statements provided here are true and correct.



Signature of Buyer or Authorized Agent _____ Title _____ Date _____

VLCT MODEL ATV ORDINANCE AND GUIDANCE

INTRODUCTION

The VLCT Model ATV Ordinance has been developed to allow selectboards to regulate ATV use within the town. This Model also provides the means for selectboards to open additional town highways and sidewalks for ATV travel. Vermont State law prohibits the operation of ATVs on any town highway or town property/land unless opened to ATV travel by the selectboard. 23 V.S.A. § 3506. A town may also impose restrictions regarding the time and manner of operation of ATVs within the town. 23 V.S.A. § 3510; 24 V.S.A. § 2291(4). Such restrictions must be imposed in an ordinance in order to be enforceable.

HOW TO CUSTOMIZE THIS MODEL

This model ordinance should be customized to suit the particular needs of your municipality, giving careful consideration to each element in light of your community's resources and expectations. Opportunities for editing this ordinance are marked with *italicized* text. The selectboard should consult with law enforcement to insure that the provisions of the ordinance are relevant and realistic in terms of the resources needed for enforcement.

STATE RESTRICTIONS ON ATV OPERATION

Regardless of whether there is local ATV ordinance in place, ATV operators must comply with state laws regulating ATV operation. For information on these laws, consult the Vermont Department of Motor Vehicles "All-Terrain Manual", available on the DMV website: http://dmv.vermont.gov/sites/dmv/files/documents/VN-023-ATV_Driver_Manual.pdf.

RIGHTS CONFERRED BY STATE LAW

State law provides that, during any season, an ATV that is being used for agricultural purposes on a farm or for forestry purposes may be operated three or more feet from the traveled portion of any highway within the confines of that farm or forestry operation, respectively. 23 V.S.A. § 3506.

State law also grants the right to operate an ATV across a town highway, during any season, when all of the following are present:

1. the crossing is made at an angle of 90 degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;
2. the operator brings the ATV to a complete stop before entering the traveling portion of the highway;
3. the operator yields the right of way to motor vehicles and pedestrians;
4. the operator is 12 years of age or older; and
5. in the case of an operator under 16 years of age, the operator is under the direct supervision of an individual 18 years of age or older who does not have a suspended operator's license or privilege to operate.

LOCAL RESTRICTIONS

The rights to operate an ATV that are bestowed by state law (see above) may not be prohibited by a town. A town may, however, impose its own local restrictions regarding the time, place, and manner of operation of ATVs such as setting limits on the speed and time of operation, prohibiting racing, or requiring single file operation. These limits are addressed in the VLCT Model Ordinance. Any ordinance regulating use must be consistent with state law.

OPENING TOWN HIGHWAYS TO ATVS

A selectboard may choose to allow ATV operation on town highways that are not otherwise open under state law. 23 V.S.A. § 3506(b)(1)(A). The best way to accomplish this is to adopt an ATV ordinance that lists the highways open to ATV travel and imposes any relevant regulation on the time and manner of ATV operation.

Any town highway that is open to ATV travel must be posted with signs that provide notice that the highway is open to ATV travel. Signage must be in conformance with the *Manual of Uniform Traffic Control Devices* (MUTCD), as required by 23 V.S.A. § 1025.

PENALTIES

State law prohibits certain conduct such as operation of an ATV without registration or operation within a public cemetery. See 23 V.S.A. § 3506. Engaging in such conduct constitutes a State "traffic violation" pursuant to 23 V.S.A. § 2302(a)(4) and therefore may only be enforced by issuance of a traffic ticket by a certified law enforcement officer. Financial penalties for such violations are set by the State:

https://www.vermontjudiciary.org/sites/default/files/documents/Waiver_Penalty_Schedule_2017.website.01.05.18.pdf.

ORDINANCE ENFORCEMENT

Tickets for violation of a town ordinance are issued by a certified law enforcement officer on the State's pre-printed "Uniform Traffic Complaints" which are available in booklets from the Vermont Judicial Bureau, P.O. Box 607, White River Junction, VT 05001-0607. When the issuing officer wishes to enforce a local ordinance, he or she will fill out a ticket, provide two copies to the alleged violator and retain two copies, one of which is sent to the Judicial Bureau. A ticket may be served in person or by mail. The law does not require it, but we recommend certified mail, return receipt requested.

A violator can respond to a ticket/complaint in one of four ways:

- Admit to the offense and pay the waiver fee.
- Not contest the charge and pay the waiver fee.
- Deny the charge and request a hearing.

- Fails to respond within the requisite 20 days, resulting in a default judgment. In such case, the violator is ordered to pay the full amount of the fine (rather than the waiver fee).

If the violator pays the waiver fee, the money collected by the Judicial Bureau is sent to the town, minus an administrative fee which is retained by the Bureau for administrative expenses.

If the violator asks for a hearing, it will be held by a hearing officer assigned by the Judicial Bureau. The Bureau is designed to be used without attorneys. Therefore, if there is a hearing in the Judicial Bureau the law enforcement officer who issued the ticket must appear to represent the town. The burden of proof is on the town and the violation must be proven by "clear and convincing evidence." If the defendant or town is unhappy with the outcome of the hearing at the Bureau, an appeal may be taken to Superior Court.

PENALTIES

The financial penalties for some ATV violations are set by the State and therefore may not be altered by town ordinance. These penalties are listed on the Judicial Bureau's website: <https://www.vermontjudiciary.org/judicial-bureau>.

Fines that are not set by the State must be set by the selectboard in amounts not to exceed \$800. The selectboard may also set a "waiver fee" for each offense. This is the fee that defendants pay to avoid contesting a municipal traffic ticket in the Judicial Bureau. When setting the penalty and waiver fee amounts, the selectboard must determine what amounts are sufficient to deter violations of the ordinance. Fines are punitive in nature, and, therefore, the amount of the penalty does not have to correspond to the costs incurred by the town in enforcing the ordinance. Waiver fees should be set to discourage contested actions. Subsequent violations of the same ordinance should lead to an increased penalty and waiver fee.

ORDINANCE ADOPTION PROCESS

The adoption of ordinances (other than zoning ordinances) is governed by 24 V.S.A. §§ 1972, 1973. The process starts with the drafting of the ordinance, and its review by the selectboard. The selectboard then adopts the ordinance formally, by a majority vote of its members at a duly-warned selectboard meeting ensuring that the action and a copy of the proposed ordinance are entered in the minutes of the meeting. The ordinance must be posted in at least five conspicuous places in town and must be published in a newspaper of general circulation on a day not more than 14 days after the selectboard's vote to adopt the ordinance. The information included in the newspaper must include the following: the name of the municipality; the name of the municipality's website, if the municipality actively updates its website on a regular basis; the title or subject of the ordinance or rule; the name, telephone number, and mailing address of a municipal official designated to answer questions and receive comments on the proposal; and where the full text of the ordinance may be examined. The

notice must also explain citizens' rights to petition for a vote on the ordinance or rule at an annual or special meeting as provided in 24 V.S.A. § 1973.

If a petition signed by at least five percent of the voters of the town is received by the town clerk within 44 days following the date of adoption of the ordinance, the selectboard must either: (1) call a special town meeting within 60 days from the date of receipt of the petition; or (2) if the annual town meeting falls within the 60-day period, include an article asking the voters whether they will disapprove of the ordinance in the warning for that annual meeting. 24 V.S.A. § 1973(c).

These model ordinances have been developed for illustrative purposes only. VLCT makes no express or implied endorsement or recommendation of any ordinance, nor does it make any express or implied guarantee of legal enforceability or legal compliance, or that any ordinance is appropriate for any particular municipality. Each municipality is advised to seek legal counsel to review any proposed ordinance before adoption and / or use. VLCT PACIF members are advised to seek input from their municipality's loss control specialist regarding insurance considerations and risk avoidance.

VLCT MODEL ATV ORDINANCE

If you plan to use this template as the basis for your municipality's ordinance, copy and paste the model language below the dotted line into a separate document.

TOWN OF _____ ORDINANCE REGULATING ALL-TERRAIN VEHICLES (ATVs)

SECTION 1. AUTHORITY. Under authority granted in 24 V.S.A. Chapter 59, 24 V.S.A. §§ 2291(1),(4), 23 V.S.A. § 3506, and 23 V.S.A. § 3510, the Selectboard of the Town of _____ hereby adopts the following civil ordinance regulating the time, manner, and location of operation of all-terrain vehicles within the town.

SECTION 2. PURPOSE. The purpose of this Ordinance is to promote and protect the public health, safety, and welfare of the Town, and to preserve residents' rights to quiet enjoyment of homes and properties by regulating the time, manner, and location of operation of all-terrain vehicles ("ATVs") within the Town.

SECTION 3. DEFINITIONS.

- A. "All-terrain vehicle," or "ATV," means any non-highway recreational vehicle, except snowmobiles, having not less than two low pressure tires (10 pounds per square inch, or less), not wider than 64 inches with two-wheel ATVs having permanent, full-time power to both wheels, and having a dry weight of less than 2,500 pounds, when used for cross-country travel on trails or on any one of the following or a combination thereof: land, water, snow, ice, marsh, swampland and natural terrain. An ATV does not include an electric personal assistive mobility device, a motor-assisted bicycle, or an electric bicycle.
- B. "Enforcement Officer" means any law enforcement officer certified by the Vermont criminal justice training council.
- C. "Operate" includes any attempt to operate and shall be construed to cover all matters and things connected with the presence and use of all-terrain vehicles within the town whether they be in motion or at rest.
- D. Other definitions found in 23 V.S.A. § 3501 are incorporated herein by reference.

SECTION 4. TOWN HIGHWAYS OPENED.

[If highways will be opened to ATV travel, insert the following language: "The following Town Highways shall be open to ATV traffic: [insert name of town highways, and whether they are open in their entirety or only on designated sections, e.g. "Main Street from the intersection with Elm Street, eastward to the intersection with Maple Street."]

SECTION 5. SPEED LIMITS AND TRAFFIC CONTROL DEVICES. All posted speed limits and traffic control devices on Town highways shall apply to the operation of ATVs. Notwithstanding the above, no person shall drive an ATV on a public right of way at a speed greater than is reasonable and prudent under the conditions, having regard to the actual and potential hazards there existing. In every event, speed shall be controlled as necessary to avoid collision with any person, vehicle, bicycle, ATV, or other object on or adjacent to the ATV trail.

SECTION 6. TIME OF OPERATION. ATVs may not be operated within the Town between [*insert time*] and [*insert time*], [*insert days of the week that the restriction applies*].

SECTION 7. SINGLE FILE; RACING. Where ATV travel on Town highways and sidewalks is permitted, such travel shall be single file. No racing shall be allowed.

SECTION 8. OPERATION ON PUBLIC PROPERTY AND CEMETERIES. ATVs [*may/may not*] be operated on Town property. [*If ATVs are allowed to operate on some but not all Town property, insert the following language: ATVs shall not be operated on the following public property: [insert identifiable town property such as "public bike paths," "public hiking trails," "the recreation field," "on the public green in the center of town," etc as deemed necessary]*]. Pursuant to 23 V.S.A. § 3506(10), ATVs shall not be operated in any burial ground in the Town.

SECTION 9. PENALTIES.

A. The Enforcement Officer is authorized to recover civil penalties for operation of an ATV in excess of the posted speed limit as specified in [*insert the name of the town's local traffic ordinance, if any*] and in the State of Vermont's Judicial Bureau Penalty Schedule.

B. The Enforcement Officer is authorized to recover civil penalties for violations of this Ordinance as set out below:

- Failure to operate in single file:
 - 1st Offense: \$___ fine. Waiver amount: \$___
 - 2nd Offense: \$___ fine. Waiver amount: \$___
 - 3rd Offense: \$___ fine. Waiver amount: \$___
- Engaging in racing:
 - 1st Offense: \$___ fine. Waiver amount: \$___
 - 2nd Offense: \$___ fine. Waiver amount: \$___
 - 3rd Offense: \$___ fine. Waiver amount: \$___
- Operation during hours when operation is prohibited:
 - 1st Offense: \$___ fine. Waiver amount: \$___
 - 2nd Offense: \$___ fine. Waiver amount: \$___
 - 3rd Offense: \$___ fine. Waiver amount: \$___
- Operation on public property:
 - 1st Offense: \$___ fine. Waiver amount: \$___
 - 2nd Offense: \$___ fine. Waiver amount: \$___
 - 3rd Offense: \$___ fine. Waiver amount: \$___

For the above offenses, 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. The Enforcement Officer is authorized to recover civil penalties for the following violations is as set by the State of Vermont:
- Operation along a highway that has not been opened for use by the Selectboard. 23 V.S.A. § 3506(b)(1)(A).
 - Operation within a public cemetery. 23 V.S.A. § 3506(b)(10).
 - Operation on a sidewalk that has not been opened for travel by the Selectboard. 23 V.S.A. § 3206(b)(12).

SECTION 10. ENFORCEMENT. The violation of this ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau 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 may be the appearing officer at any hearing.

SECTION 11. OTHER LAWS. This Ordinance is in addition to all other ordinances of the Town 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.

Date of adoption by the Selectboard: _____

Signatures of Selectboard members:

DATE

Adoption History

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

AN ORDINANCE REGULATING ALL TERRAIN VEHICLES

SECTION I. AUTHORITY. Under authority granted in 24 V.S.A. Chapter 59, 24 V.S.A. § 2291(4), and 23 V.S.A. § 3510, the Selectboard of the Town of Johnson hereby adopts the following civil ordinance regulating the time, manner, and location of operation of all-terrain vehicles within the town.

SECTION II. PURPOSE. The purpose of this ordinance is to protect the health and safety of operators of all-terrain vehicles and of the residents of the Town and to protect the animals, property and environment of the Town.

SECTION III. DEFINITIONS.

- A. "All-terrain vehicle," or "ATV," means any non-highway recreational vehicle, except snowmobiles, when used for cross-country travel on trails or on any one of the following or a combination thereof: water, snow, ice, marsh, swampland and natural terrain.
- B. "Operate" shall include any attempt to operate and shall be construed to cover all matters and things connected with the presence and use of all-terrain vehicles whether they be in motion or at rest.

SECTION IV. OPERATION OF ATVs.

- A. All ATVs must be registered and operated according to the requirements of 23 V.S.A. Chapter 31. All ATV's to be maintained with "manufacturer's original or equal to" equipment (muffler, lighting, brakes, safety equipment, etc.)
- B. All riders must carry registration and proof of insurance certificates on their person or on the machine at all times. All riders shall belong to the Vermont ATV Sportsman Association (VASA), carry proof of membership and display the VASA plate on the ATV.
- C. All-terrain vehicles may be operated only on the following town highways:
 - 1. Any unpaved class III town highway; and
 - 2. Class IV town highways, as identified on the Official Town Highway Map.The Selectboard may list specific unpaved Class III and Class IV roads where ATV's may be operated or not operated, by an Annual Posting and Public Notice of roads open to ATV use as per this Ordinance.
- D. All-terrain vehicles shall not be operated on public bike paths and hiking trails, V.A.S.T. snowmobile trails or private lands (without landowner permission) town owned recreation fields, public greens, in any burial ground, on the school playground

or in the parking lot of any church, hospital, town or village owned building or nursing home in the Town.

- E. All speed limits, traffic control devices and rules of the road apply to the operation of ATVs on Town highways opened for use. Maximum speed limit shall 25 mph. Riders to maintain single file on right side of road.
- F. ATVs may not be operated within the Town between 9:00 P.M. and 8:00 A.M. Monday through Friday, or between 10:00 P.M. and 7:00 A.M. on Saturday and Sunday.

SECTION V. PENALTIES.

First offense\$100.00, waiver fee \$50.00
 Second offense\$200.00, waiver fee \$100.00
 Third and each subsequent offense\$500.00, waiver fee \$250.00

SECTION VI. ENFORCEMENT. This is a civil ordinance and shall be enforced by any duly elected or appointed police officer, or enforcement official appointed by the Selectboard with enforcement powers within Johnson, through the Judicial Bureau.

SECTION VII. 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 VIII. EFFECTIVE DATE. This ordinance shall become effective 60 days after its adoption by the Johnson Selectboard and shall supersede and replace all previous ordinances regulating the time, manner, and location of operation of all terrain vehicles. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Selectboard Signatures:

Eric T. Dwyer
Bradley REED
[Signature]

[Signature]
[Signature]

6/19/06
 DATE

Adoption History

1. Agenda item at regular Selectboard meeting held on June 19th, 2006.
2. Read and approved at regular Selectboard meeting on June 19th, 2006 and entered in the minutes of that meeting which were approved on July 17th 2006
3. Posted in public places on June 23rd 06
4. Notice of adoption published in the New-Citizen newspaper on June 28th 2006 with a notice of the right to petition.

Town of Johnson, Vermont

Policy Regarding Class IV Highways & Trails

1. Purpose and 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 have very limited eligibility for FEMA reimbursements in event of loss or damage in a federally declared disaster. Therefore, all public 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 state requires 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 to repair gully erosion on hydrologically connected road segments, and no maintenance at all on Legal Trails. Best described in 19 V.S.A. § 310(b) as: "Class IV 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..."

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.

2. 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.

Commented [TA1]: This is in line with VLCTs advice.

We could remove a larger section if we want to avoid talking about our obligations.

Commented [TA2]: I disagree with changing this, Class I, II, and III must be passable year round.
19 V.S.A. § 302 (3)(B) for more information

Class IV highways 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.

3. Change in Classification

It is the general policy of the Selectboard not to reclassify Class IV highways or 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.

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.

At a minimum, any road structure or subsurface work performed on or within the right of ways of a Class IV highway or trail for reclassification or any other reason requires a Right of Way Permit from the Town as per 19 VSA §1111.

4. 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.

Further, while Town is not obligated to maintain Class IV highways (other than bridges, culverts, and significant erosion) or trails, it is the policy of the Town to have the Public Works Supervisor survey the Class IV highways annually to objectively determine the extent of work required, if any, to maintain the structural integrity of these conveyances for the necessity of the Town and the public good. The Town will make every effort to perform such work.

Commented [TA3]: Again, we are required to maintain bridges and culverts. I've added "significant erosion"

5. 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 Highway

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 procedure as for laying out highways and meeting standards set forth in §302 of this article.

1. The Town shall not provide any regular summer or winter maintenance of Class IV highways except to the extent required by necessity and the public good and convenience of the inhabitants of the Town and when staff and financial resources allow (see Section 3). Such work will in no way obligate the Town to perform any additional maintenance or repairs of any nature.
2. Snow plowing (snow removal by any usual means) by of Class IV highways by abutting landowners, tenants and/or their contracted help is allowed without a permit. Any damage done to the road, bridges, culverts, etc. is the responsibility of the snowplow operator. Any winter plowing of a Class IV highway granted by the Selectboard to parties other than a municipality shall

not nullify the snowmobiling privileges under 23 V.S.A. § 3206(b)(2).

3. 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 highways 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.
4. Any person who wishes to perform or arrange for the repair, maintenance, improvement, restoration, or installation on a Class IV highway may do so only after receiving a signed permit from the Town. Permission for repair, maintenance, improvement, restoration, or installation shall be given in accordance with 19 V.S.A. § 1111 and the Town's Highway Access Policy. See the Town's Work in the Right of Way policy for all questions related to work done in the road or the town's right of way adjacent to the road.
5. 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.

6. Control

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 motorized 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.

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.

8. 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).

9. Disputed Right of Way Situation

It is recommended that any person(s) or entity(s) considering any road work requiring a Town Permit first consult with the Town regarding the Right of Way (ROW) location. If the ROW is in dispute, it is the Town's responsibility to flag or otherwise mark their official ROW. If the dispute is unresolved, the burden of proof is on the complainant.

10. 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 Trail policies of the Town of Johnson within the legal Right of Way (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 shall state 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.)
- E. If the original or extended time period expires without resolution of the issue, the Selectboard has the right to use whatever means necessary to complete the recommended solution.

Commented [TA4]: I changed "should" to "shall" and I removed "clearly". I'm concerned that by changing this to "shall" we are creating an obligation. If it's an obligation that we make this notification, it should not be up to interpretation if our statement is "clear" or not.

- i. If the Selectboard takes such action at the Town's expense, the person(s) responsible will be liable for two times the cost born by the Town.
- ii. Anything built, erected or placed within the Town's ROW, above or below the ground, without a permit from the Selectboard and not resolved by the above process, may be claimed as the property of the Town if the Selectboard so chooses.

11. 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)

Appendix A. 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%

Request for Proposals

Auditing Services for Town of Johnson

The Town of Johnson, Vermont, is requesting proposals from qualified firms of Certified Public Accountants to audit its financial statements for the fiscal year ending June 30, 2022, with the option of auditing its financial statements for each of the four subsequent fiscal years.

Proposals are to be submitted by 4:00 PM on Monday, November 1, 2021 to:

Brian Story, Town of Johnson Administrator,

PO Box 383, Johnson, VT 05656

Or to:

Brian Story, tojadministrator@townofjohnson.com

The Town of Johnson reserves the right to reject any or all proposals. Proposals will be evaluated by the Town based on firm experience and reputation, understanding of Town requirements, and cost for service. During the evaluation process, the Town reserves the right, where it may serve in the Town's best interest, to request additional information or clarification from proposers. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Please direct all questions regarding this request for proposals to:

Brian Story, 802-635-2611 or tojadministrator@townofjohnson.com.

NATURE OF SERVICES REQUIRED

The Town of Johnson, Vermont, desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles for government entities as defined by the Government Accounting Standards Board (GASB). The Town also desires the auditor to express an opinion on the fair presentation of the combining and individual fund financial statements and schedules in conformity with GASB generally accepted accounting principles. The audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards; the provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996 (when applicable); and the provisions of the U.S. Office of Management and Budget (OMB) 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Town does not anticipate spending in excess of \$750,000 in federal awards and should not require an audit in accordance with the Single Audit Act of 1984. However, this is only an anticipation and proposals should reflect the potential additional fees of an audit in accordance with the Single Audit Act of 1984. It is expected that in determining the extent of test procedures, full consideration will be given to the apparent effectiveness of the system on internal accounting controls. The feasibility of

recommendations for improvements in the accounting system and internal controls will be discussed during the course of the engagement. In the required report on internal control, the auditor shall communicate any reportable conditions found during the audit. Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall also be reported in a separate management letter, which shall include all instances of noncompliance. The auditor will provide an electronic copy of the audit report and print, bind and submit two (2) print copies of the audit report to the Town.

Additional copies of the report shall be submitted to the federal cognizant audit agency and any agencies of the State of Vermont, as required. An electronic version of the audit report in PDF format shall also be provided. At the conclusion of the audit, the auditor will meet with the Selectboard to discuss the results of the audit and explain any findings that are included in the auditor's management letter. All working papers and reports shall be retained for a minimum of three years, unless the firm is notified in writing by the Town of the need to extend the retention period.

DESCRIPTION OF THE GOVERNMENT

The Town of Johnson has a population of approximately 3,500 people. The Town provides highways and street maintenance, public improvements, culture, recreation, planning, and general administrative services that include a town administrator, and town clerk. The Town provides public safety protections by contract with the Lamoille County Sheriff's Department for police services. The Town has a total payroll of approximately \$500,000 covering 15 full-time and full-time equivalent employees. Approved budget for the most recent fiscal year (FY21) is \$3,072,354.

PROPOSAL REQUIREMENTS

Interested firms shall submit proposals separated into two sections: the technical proposal and the cost proposal. The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the audit of the Town of Johnson in conformity with the requirements of this request for proposals. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The technical proposal shall provide the necessary information in the following sequence:

- Work Sample: A sample of an audit report similar to what the Town could expect.
- Background of the firm: The proposer should state the size of the firm, the size of the firm's governmental auditing staff, and the number and nature of the professional staff to be assigned to this engagement. The firm is also required to submit a copy of the report on its most recent quality control review, along with a statement of whether that quality control review included a review of specific government engagements.
- Partner, supervisory and staff qualifications and experience: The proposer should identify the principal supervisory and management staff assigned to the engagement and disclose each person's government auditing experience.
- Similar engagements with other government entities: The proposal shall describe up to five of the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposals. Indicate the scope of the work and the name and telephone number of the client contact.

- Specific audit approach: The proposal should set forth a plan of implementation, including an explanation of the audit methodology for this engagement. The work plan should include a description of tasks, estimates of work effort, time budgets, and a detailed breakdown of responsibilities of all audit personnel.

Structure the cost proposal as follows:

- This is a five-year engagement; one year with renewal options through the fifth year.
- Total all-inclusive maximum fee for the engagement for the year ending June 30, 2022, and for each of the four subsequent engagement years for which the Town has the option of continuing in this contract.
- Breakdown of costs by year by partner (principal), supervisory and staff level.
- Out-of-pocket expenses included in the total all-inclusive maximum price and reimbursement rates.
- Progress payments will be made on the basis of hours of work completed during the course of the engagement. Interim billing shall cover a period of not less than a calendar month and should provide sufficient detail for verifying that the work was completed.
- Unit pricing for non-audit services that are in compliance with independence standards should those be required.

EVALUATION CRITERIA

The final selection of an audit firm will be based on two criteria: technical qualifications and cost of service. The technical qualifications will compare each proposer's expertise and experience in providing quality audit services to government entities and the quality of the firm's professional personnel who would conduct the audit. The approach of the audit and the plan for implementation will also be scrutinized. Cost will not be the primary factor in the selection of the audit firm.

There is no expressed or implied obligation on the part of the Town of Johnson to reimburse responding firms for any expenses incurred in preparing or presenting proposals in response to this request. The Town of Johnson reserves the right to retain all of the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly stated to the contrary and specifically noted in the proposal submitted and confirmed in the contract between the municipality and the selected firm.

The Town of Johnson reserves the right to accept or reject any proposal, at their sole discretion, and to award a contract based solely on their determination of the best proposal considering all of the circumstances.

The working title is **Johnson Bridge & Recreation Trails: Planning, Building, Marketing.**

Johnson is already known informally as the town “Where The Trails Come Together”. It is a 4-way crossroads of

- the Lamoille & Gihon Rivers,
- the Long Trail and Lamoille Valley Rail Trail,
- Rt. 15 and Rt.100 (via 100C).

These are the natural and developed foundations for other trails and trails networks: hike/bike, ATV and VAST trails, and river tributary streams.

Our proposal has three elements:

1. Determine site feasibility for an all-season, multi-use bridge across the Lamoille River (near LVRT Trailhead, between 2 developed Parks, 1 mile from downtown). It will be heavily used by residents and Rail Trail visitors. It will restore the connection between VAST trails that was lost when an earlier bridge was washed away, and will connect existing and proposed trails on opposite sides of the river. It will connect our biggest municipal sports park with the skatepark & bike track parcel across the river. We need funds for engineering and permits to determine feasibility and a preliminary plan for a bridge at this site. After our discussion yesterday, I will add that the estimated planning cost may be much lower. I.e, if initial investigation shows geological etc. reasons why this site is not feasible, work would stop. Engineers have done visual inspections, but we just won't know until some excavating is done.

2. Plan and build at least three miles of multi-use trails on a large municipal parcel, also near the LVRT. A committee began planning a few years ago, but stalled at permitting issues. A new Trails Committee is ready to file a request for a simple amendment to the Act 250 permit. The goal for 2023 is to develop a plan for the trail network, build a three mile loop (or more), and a basic trailhead info kiosk. These trails could eventually connect with existing trail systems in other towns.

3. Publicize new and existing recreation trails and resources as part of overall Johnson marketing to attract new residents and businesses. We already have concepts ready to develop, based on Johnson's “Where The Trails Come Together” theme.

Preliminary cost estimates are:

up to \$155,000 - Bridge engineering: site feasibility & preliminary plan
11,000 - Permits for Bridge work
114,000 - Multi-use Trails: Research, plans, build 3 miles & kiosk
10,000 - Legal, administrative & permit work for Trails (the land is jointly owned by Town & Village)
<u>70,000 - Marketing & Communication</u>
\$360,000 Total

These estimates don't include work that can be done by our Planning Commission, Economic Development Corp., or other in-kind support.



Recreation, Education, Art, Music, Health & Business Pathways

Lamoille River Gihon River Streams & Brooks Lamoille Valley Rail Trail
 The Long Trail Swimming Holes & Good Fishing Parks, Bike Trails, SkatePark
 Lamoille River Paddlers Trail Rail Trail-River Recreation Loop VAST & ATV Trails
 Northern VT University Laraway Youth & Family Services Pre-K-6th School
 Minema & Dibden Galleries Vermont Studio Center Tuesday Night Live Concerts
 Jenna's Promise, Recovery Supports Historical Society Conserved Areas
 Arboretum Johnson Works Municipal & Volunteer Committees from A-Z
 Work, Business & Entrepreneurial Opportunities Galore