

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

Date: Monday, June 20, 2022

Agenda:

CALL TO ORDER

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

6:30 p.m. Additions or Adjustments to the Agenda

6:35 p.m. Review Invoices and Orders

6:45 p.m. Review and approve minutes of meetings past June 6th and 8th, 2022

6:50 p.m. Selectboard issues/concerns

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

7:05 p.m. Public Works Supervisor/Highway Foreman Report

7:15 p.m. Review Planned Purchases

Administrator's report, action items, and signature required items:

7:20 p.m. Committees and volunteer support items:

1. Beautification: Mural on Town Garage (5 mins)
2. Sk8tePark and Healthy Lamoille Valley agreement (5 mins)
3. Historical Society member appointment and resignation of Tom Carney (5 mins)

7:35 p.m. Follow up from last meeting action items (please review last meeting minutes for context):

4. Potential Fifth Road Crew employee (10 mins)
5. Interview Planning for Recreation Coordinator (5 mins)
6. Economic Development Proposal Draft (10 mins)
7. Signing Audit Contract with RHR Smith & Company (5 mins)
8. Signing Sheriff's contract (5 mins)

8:10 p.m. New Items:

9. Atlas contract for water testing management (5 mins)
10. Propane/Heating/Fuel RFP (10 mins)
11. Paying bids due 6/15 (10 mins)

8:35 p.m. Executive Session(s)

12. Discuss Communications from Town's Attorney Regarding Litigation Which to Town May Be a Party (15 mins)
13. Discuss Communications from Town's Attorney Regarding Storm Water Issues (10 mins)

Adjourn

Please join by Zoom:

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

+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544

Passcode: 15531

Town Administrator's Report

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Administrator's report, action items, and signature required items:

7:20 p.m. Committees and volunteer support items:

1. Beautification: Mural on Town Garage (5 mins)

The Beautification Committee has proposed a large mural for the side of the Town Garage facing the Lamoille Valley Rail Trail.

2. Sk8tePark and Healthy Lamoille Valley agreement (5 mins)

Healthy Lamoille Valley and the Sk8Park Committee are working together on the actions needed to improve the conditions at the Sk8Park and make it a more welcoming environment.

3. Historical Society member appointment and resignation of Tom Carney (5 mins)

Tom Carney has given the Historical Society his resignation. The Historical Society has also recommended Dennis Richards for appointment to one of the open seats.

7:35 p.m. Follow up from last meeting action items (please review last meeting minutes for context):

4. Potential Fifth Road Crew employee (10 mins)

Continuing our discussion regarding the hiring of a fifth public works operator.

5. Interview Planning for Recreation Coordinator (5 mins)

We have started to receive resumes for the Recreation Coordinator position. We need to come to an agreement on the selection process.

6. Economic Development Proposal Draft (10 mins)

A first draft of the request for economic development proposals is available for review.

7. Signing Audit Contract with RHR Smith & Company (5 mins)

RHR Smith & Company has been selected for our audit services and they have an engagement contract for us to sign.

8. Signing Sheriff's contract (5 mins)

The FY23 Sheriff's patrol contract is available to sign.

8:10 p.m. New Items:

9. Atlas contract for water testing management (5 mins)

The testing required for the former talc mill land owned by the Town and Village needs to be renewed.

10. Propane/Heating/Fuel RFP (10 mins)

We should explore pre-buy and multi-year contracts for propane, heating, and other fuel.

11. Paying bids due 6/15 (10 mins)

The paving bids have been received and are ready for review.

8:35 p.m. Executive Session(s)

12. Discuss Communications from Town's Attorney Regarding Litigation Which to Town May Be a Party (15 mins)

The town has received communications from our attorney regarding litigation to which the town may be a party. Premature disclosure of those communications may disadvantage the town. If the board believes that is the case, the board may enter into executive session to discuss those communications as allowed by **1 V.S.A. § 313(a)(1)**.

13. Discuss Communications from Town's Attorney Regarding Storm Water Issues (10 mins)

The town has received communications from our attorney regarding storm water issues. Premature disclosure of those communications may disadvantage the town. If the board believes that is the case, the board may enter into executive session to discuss those communications as allowed by **1 V.S.A. § 313(a)(1)**.

GENERAL INFORMATION ITEMS

Information Items:

1. Federal Licensing Inc
2. VCF Annual Meeting June 21, 2022
3. Sheehey Furlong & Behm: Petition of GMP for CPG of Lowell Substation
- 4.

Budget Items:

Legal Issues:

VLCT: PACIF

State/Federal Issues:

1. ANR: 47 Acres from Trust for Public Land
2. Speed Reduction Study twin bridges area

Administrator's Correspondence:

Workshops:

Newsletters:

Brochures & Ads:

Updates:

- Sheriff's Dept update on Speed limit: They would still like us to follow the guidelines previously discussed. However, there are no known traffic violation disputes lost due to traffic sign compliance with recommendations.
- Fencing for Cemeteries: Waiting for estimates to come back on two options: fencing in stages and decorative fencing on roadside and wire/chain fencing on the other three sides.
- Mowing: I've called Robert & Sons to confirm our regular mowing service will be continuing. Confirmed with Rosemary we are invoiced and will not approve when they don't mow, this may be more complicated when it comes to parsing out what parts they didn't mow.
- FEMA Reports Due by June 30 for the Scribner Bridge closeout, I don't foresee any difficulty submitting on time.

Old Business:

- 1. ATV Ordinance Update**
- 2. Class IV Road Update**
- 3. Stop Sign Ordinance**
- 4. Constable Update**

Adjourn

Letter of Agreement
Between
Lamoille Family Center and
Town of Johnson

This Letter of Agreement (LoA) is entered into by and between Town of Johnson and Healthy Lamoille Valley (HLV), a program of the Lamoille Family Center (LFC). The purpose of this agreement is to outline the terms and conditions for the Tobacco (Skatepark Substance-Free) subgrant. This agreement is valid for the period from 1 June 2022 to 30 June 2022.

Healthy Lamoille Valley agrees to:

- 1) Provide a lead contact person for the duration of the collaboration, Alison Link, Policy and Community Outreach Coordinator.
- 2) Maintain regular communication with lead contact and participate in planning sessions as needed to ensure the implementation of this collaborative.
- 3) Support this project with up to \$1,500 of subgrant funds to be issued in a one-time check after receipts are submitted.
- 4) Market the project through HLV's social media channels, website, school contacts, and newsletters.
- 5) Provide Logos to grantee to be used in marketing.
- 6) Work with grantee to evaluate the success of this program.
- 7) Provide 3-4-50 information to support the grantee project and potential partner sign-on if not already.

Town of Johnson agrees to:

- 1) Provide a lead contact person for the duration of the collaboration, _____.
- 2) Implement planned activities/purchases by June 30, 2022.
 - a. Review and update 3-4-50 Johnson Recreation's partner level and set goals for the upcoming year including promotion of 3-4-50.
 - b. Host a substance free park kickoff event on 6/4.
 - c. Create language for a substance free policy at the park and strategy for enforcement base in best practices. Strive to maintain the Johnson Skatepark as a substance free (vape, tobacco, cannabis, alcohol, etc) space with focus on building a stakeholder group to change the culture and support peer enforcement park policy.
 - d. Install a fence between the parking area and the park to discourage vehicles that often bring substances into the facility.
 - e. Promote proper disposal of any paraphernalia found out site through the building of a trash hut.
 - f. Post signage on substance free signage on picnic tables and around the park. Use pop up signage for events.
 - g. Additionally – promote ride substance free art and create family friendly atmosphere.
- 3) Submit a budget before expending funds.
- 4) Submit an invoice with copies of receipts by June 30th, 2022.
- 5) Evaluate activities and provide feedback of activities by June 30, 2022 through email communication and HLV survey that will be sent to you.
- 6) Recognize 3-4-50 and Healthy Lamoille Valley's contribution to your project/initiative to increase the visibility of the 3-4-50 and HLV coalition work.
- 7) Provide a logo, if available, to HLV for marketing and allow HLV to use your name in publications.

Authorizing Signatures for LoA implementation

This agreement shall be in effect from 1 June 2022 to 30 June 22.

Jessica Bickford, Coordinator
Healthy Lamoille Valley/Lamoille Family Center

Date

Brian Story, Town Administrator
Johnson, VT

Date

**Draft June 16, 2022, edited project list for Healthy Lamoille Valley grant to SkatePark,
Support for substance-free recreation**

Category & Item	Vendor; Description of Supply or Work; Note	Amount
Event, supplies	Jhnsn Farm/Garden; tape for signs, trash bags, bug spray	\$33.17
Event, supplies	Amazon, double-sided tape for signs	8.29
Event, supplies	Sterling Market, bags for recycling bottles etc.	5.61
Event, food	Sterling Market, 10 bags clementines	64.95
Event food	Laraway, sandwiches	220.00
\$332	<i>Subtotal</i>	
Trash Hut	Frame: two 2 x 4's, cut in half. CHCenter \$10. each,	20.00
	Sides & roof, one half-inch sheet of ext. CDX plywood	45.00
	1 lb. sheetrock screws, CH Center	7.00
	Paint if on hand, get another gal. if avail, \$13 or 2 gal??	25.
	Primer, 1 gal. JH& R or HDepot	35
	6 hrs. labor, carpentry & painting, \$20/hr by contract	120.00
	Wire laundry basket, to attach for recycle/redeemables. \$58.30 ea.	58.30
	30 gal. clear Glad recycling bags, 28-ct box, JH& R or HDepot	12.99
	Round 30 gal. bin for trash C.Home Center, est. 30 or rect. Rubbermaid roughhouse?	40.
	Box of contractor trash bags, JH&R or Home Depot	25.
\$388	<i>Subtotal, some estimates</i>	388.29
Picnic Table	Justin Morin, delivered. Table plank width: 5.5	275.00
\$275	<i>Subtotal</i>	
Signage	New Rules Sign, GBGraphics, installed:	503.00
	\$470 less \$47 discount = \$423, plus maybe \$80 for install & travel = \$503.	0
	Event Sign, TNL, 1 sheet 4 mm coroplast, cut in 4 pc. 39.50 each	39.40
	? road sign? Art project? Substance-free info. If wood, what are specs?	
\$542	<i>Subtotal</i>	
\$1537	TOTAL, will adjust to \$1500 grant amt.; some costs are still estimates	

Request for Proposals Economic Development Consultation for Town of Johnson

The Town of Johnson, Vermont, is requesting proposals from qualified individuals or firms for Economic Development Services. The winning candidate will undertake projects which may include marketing, business recruitment, strategic planning and/or other priorities as identified by the Selectboard.

Proposals are to be submitted by 4:00 PM on Friday, July 15, 2022 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

A great opportunity for an innovative team player, the Town of Johnson, Vermont, is seeking an experienced economic development professional with a minimum of five (5) years of experience in municipal economic development.

The Town has an estimated \$40,000 in taxpayer funds raised for economic development purposes. The town wants to maximize the impact these funds can have and will determine the specific tasks based on the qualifications of the winning proposal.

Tasks will be assigned by the Selectboard and may include:

- Retain existing businesses by conducting business visitation sessions with key businesses in the Town and recommend strategies for recruiting those industries identified as synergistic to existing companies.
- Market the Town to potential new businesses seeking to relocate or expand their operations.
- Expand partnerships with key entities, such as the Vermont State University, Vermont Studio Center, and others.

- Plan and develop marketing materials aimed at specific industries as well as for the general promotion of the Town’s economic development opportunities.
- Creation of an Economic Development Plan that improves the community’s economic resiliency and recovery.
- Assist in development of any economic development policies.
- Other services that may be required by the Town.

DESCRIPTION OF THE TOWN

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 via a town administrator and town clerk. The Town provides public safety protections by contract with the Lamoille County Sherriff’s Department for police services, the Village of Johnson for fire services, and Northern Emergency Medical Services for ambulance 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 completed fiscal year (FY21) is \$3,072,354.

The Town hosts the Johnson campus of the Vermont State University, the Vermont Studio Center, Vermont Electric Co-op, the Forget-Me-Not Shop, the Sterling Market, the Johnson Woolen Mill, and other key partner institutions. We have an active local business group, Johnson Works, and many local volunteer groups.

PROPOSAL REQUIREMENTS

Interested parties shall submit proposals to demonstrate their qualifications, competence and capacity to lead economic development activities.

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

- Background of the firm: The proposer should state the size of the firm, and the number and nature of the professional staff to be assigned to this engagement.
- 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.
- Economic development projects that the firm can complete under the \$40,000 budget.

EVALUATION CRITERIA

The final selection of an economic development proposal will be based on two criteria: technical qualifications and efficient use of available funds in the proposal. The approach of the proposal and the plan for implementation will also be scrutinized. Cost will not be the primary factor in the selection.

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.



Proven Expertise & Integrity

May 23, 2022

Mr. Brian Story, Town Administrator
Town of Johnson
PO Box 383
Johnson, Vermont 05656

Dear Mr. Story,

We are pleased to confirm our understanding of the services we are to provide the Town of Johnson for the year ended June 30, 2022. We will audit the financial statements of the governmental activities, any business-type activities, any aggregate discretely presented component units, each major fund, and any aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Johnson of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements of the Town of Johnson. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Johnson RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Johnson's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

3 Old Orchard Road, Buxton, Maine 04093

T. 800.300.7708 | 207.929.4606 | F. 207.929.4609

www.rhrsmith.com

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Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Johnson and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Johnson's financial statements. Our report will be addressed to the Select Board of the Town of Johnson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Johnson is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Johnson's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist the Town of Johnson in: preparing draft financial statements that are based on management's chart of accounts and trial balance and any adjusting, correcting, and closing entries that have been approved by management; preparing draft Management's Discussion and Analysis and notes to the financial statements based on information determined and approved by management; reviewing Town of Johnson-maintained depreciation schedules for which management has determined the method of depreciation, rate of depreciation, and salvage value of the asset, all in conformity with U.S. generally accepted accounting principles, permissible nonattest services under the AICPA Code of Conduct and nonaudit services under *Government Auditing Standards* for attest/audit engagements. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. Management responsibilities for these services are listed below.

We will perform the nonattest/nonaudit services in accordance with applicable professional standards, including the Code of Conduct issued by the American Institute of Certified Public Accountants. These services are limited to the financial statements and depreciation schedule services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who

have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, and contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to oversight agencies; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of RHR Smith & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RHR Smith & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ronald H.R. Smith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$9,500, broken down as follows:

June 30, 2022:	
Financial Statement Audit	\$9,500

Additional annual price of Single Audit (if necessary) - \$3,000 for each major program

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the Town of Johnson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very Best,



RHR Smith & Company, CPAs
RHRS/22

RESPONSE:

This letter correctly sets forth the understanding of the Town of Johnson.

Management signature: _____

Title: _____

Date: _____

RHR Smith & Company

Fixed Asset Services Options

(1) Fixed Asset Database Maintenance

This is a flat rate charge of \$250 to be billed to the client on an annual basis

Client's Responsibilities:

- Provide RHR with annual additions and deletions to the fixed asset database in compliance with the client's own adopted policies and procedures, including, but not limited to:
 - all required or requested documentation to verify fixed asset purchase details (including which client account(s) were expensed for the asset in their accounting system)
 - all documentation needed to appropriately identify and classify the fixed asset
 - all documentation needed to verify ownership of the fixed asset
 - any specific details regarding the useful life of the fixed asset (as applicable)
 - specific details regarding any asset retirement obligations or restrictions on the fixed asset

RHR's Responsibilities:

- Maintain a list of the client's fixed assets as they have been provided and updated annually by the client
- Classify and identify the useful lives of those fixed assets in accordance with IRS standards and other applicable regulatory authority guidelines, using information provided by the client
- Provide annual depreciation amounts in accordance with IRS standards and other applicable regulatory authority guidelines for the preparation of the client's financial statements
- Provide a listing of the clients fixed assets report on an annual basis for the client's review and use for the preparation of the client's financial statements

RHR Smith & Company

Fixed Asset Services Options

(2) Non-Attest Accounting Services

This is an hourly rate service with a minimum of a three-hour charge. This service contract includes maintaining the fixed asset database (as described above).*

RHR's Responsibilities:

- Review the client's annual expenditure data and identify fixed asset purchases in compliance with the client's own adopted policies and procedures
- Classify the fixed assets identified in accordance with IRS standards and other applicable regulatory authority guidelines,
- Provide the client with a list of fixed assets for review and approval.

Client's Responsibilities:

- Provide RHR with:
 - all required or requested documentation to verify fixed asset purchase details (including which client account(s) were expensed for the asset in their accounting system)
 - all documentation needed to appropriately identify and classify the fixed asset
 - all documentation needed to verify ownership of the fixed asset
 - any specific details regarding the useful life of the fixed asset (as applicable)
 - specific details regarding any asset retirement obligations or restrictions on the fixed asset

**Other Services - Hourly rates for accounting services beyond the scope of the audit through non-attest engagements: Accounting Services: \$100 hourly. (Hourly rates are based on the level of expertise required and are subject to change.)*

Please review the RHR Fixed Asset Services Options and make a selection below:

- (1) I would like RHR to send me a contract to maintain my fixed assets database only
- (2) I would like RHR to send me a Non-Attest Services Agreement to manage my fixed assets
- (3) I will maintain my own fixed assets database in accordance with GASB 34, and will provide RHR with all of my fixed assets information annually (including annual depreciation for all assets)

Client Signature

Date

Client Name



Roger Marcoux, Jr.
Sheriff



STATE OF VERMONT
LAMOILLE COUNTY SHERIFF'S DEPARTMENT
Post Office Box 96
Hyde Park, Vermont 05655

ALL LAMOILLE COUNTY
EMERGENCIES
DIAL - 911

Administration: (802) 888-3502
Civil Process: (802) 888-2561
FAX: (802) 888-2562

AGREEMENT MADE this 1st day of July 2022, by and between the Town of Johnson and the Lamoille County Sheriff's Department as follows:

1. The Lamoille County Sheriff's Department will provide routine patrols and investigations for the enforcement of State and local statutes, regulations and ordinances.
2. The term of this contract shall be 12 months commencing July 1, 2022 and terminating June 30, 2023.
3. The Town of Johnson further agrees to pay the Lamoille County Sheriff's Department the sum of \$511,100.00 for said services to be paid upon the following "schedule":

July, August, September 2022	\$127,775.00
October, November, December 2022	\$127,775.00
January, February, March 2023	\$127,775.00
April, May, June 2023	\$127,775.00


4. The parties recognize that the Lamoille County Sheriff's Department will be making long term commitments to employees and equipment to perform the terms of this contract. No portion of the contract or installment payment shall therefore be considered severable and breach of any portion or installment shall be breach of the whole.
5. Any property acquired under this contract shall, upon termination of this contract, become the property of the Lamoille County Sheriff's Department, unless otherwise agreed in writing. In this event, the equipment would be utilized by the remaining towns in the patrol partnership.
6. Reports submitted to the Town shall be mutually agreed as to type, frequency, and information contained therein.
7. Disputes between the parties shall be resolved by mediation or other lawful method agreed to by the parties.
8. Notwithstanding the provisions of 13 VSA Section 354(b) 3, the Lamoille County Sheriff's Department, while acting on behalf of the Town under this contract, shall not seize an animal or cause any costs to be incurred for the suitable care of an animal seized under the provisions of 13 VSA Section 354(c) without the prior consultation and consent of the Johnson Select Board, or their authorized designee. The Johnson Select Board shall designate authorized contacts and shall provide Lamoille County Sheriff's Department their contact information. Lamoille County Sheriff's Department shall make every reasonable effort to consult with and obtain the consent of the Johnson Select Board. The Johnson Select Board, or their designee, shall make every reasonable effort to respond to such requests for consultation and consent in a timely manner. Consultation and consent shall require development of a mutually agreeable plan of action to provide suitable care at a reasonable cost and identify potential responsible parties for assignment of those costs. If Lamoille County Sheriff's Department acts to seize an animal under the provisions of 13VSA 354(c), without consultation and consent, or without making reasonable attempts to consult and obtain the consent of the Select Board as described above, it may be subject to full responsibility of the care and cost of such seizure(s).

13 VSA 354(c) provides that when an animal is seized under 13 VSA 354, "A humane officer shall provide suitable care at a reasonable cost for an animal seized under this section, and have a lien on the animal for all expenses incurred." This would apply if the animals are seized pursuant to a search warrant or seized without a search warrant under 13 VSA 354(b)(2) and (3).

9. During the term of this contract, the Johnson Select Board may request specific police services in their municipality. These requests may include enhanced traffic enforcement, foot patrol, assistance with parades, etc. The Lamoille County Sheriff's Department will always attempt to provide assistance requested. Additional deputies may be outside the scope of the contract and the Lamoille County Sheriff's Department will discuss the potential of additional costs beyond the contract if and when the situation arises. A report, separately identifying the activities subject to the request for dedicated service shall be provided to all three Select Boards within 30 days of the end of each quarter, or as part of the monthly reports. The report will also identify citizen's request for service and the department's response.
10. Pursuant to 24 V.S.A. §291a(c), the Sheriff shall be entitled to compensation of 5% of the total contract amount for administration services. This administration fee does not increase the total cost for services and shall be paid to the Sheriff in the same calendar year in which the contract payments are received by the Department under the contract. The allowable amount of compensation under this contract is \$25,555.00.

DATED: _____

SELECTBOARD:



Roger M. Marcoux, Jr., Lamoille County Sheriff



June 7, 2022

Mr. Andy Shively
Vermont Agency of Transportation
1 National Life Drive, Drawer 33
Montpelier, VT 05633

Mr. Brian Story
Town Administrator
PO Box 393
Johnson, VT 05656
tojadministrator@townofjohnson.com

**RE: Work Plan & Cost Estimate
Long Term Monitoring - Spring 2022
Former Cyprus Industrial Minerals
Lendway Lane, Johnson, VT 05656
SMS Site #2010-4124**

Dear Sirs,

Atlas Technical Consultants, LLC (Atlas) is pleased to submit this work plan and cost estimate (WPCE) to perform long term monitoring (LTM) at the former Cyprus Industrial Minerals facility on Lendway Lane in Johnson, VT (Site). James Donaldson of the Vermont Department of Environmental Conservation (VTDEC) requested this work in a letter dated February 22, 2022. Refer to **Figure 1** for a Vicinity Map and **Figure 2** for a Site Plan illustrating pertinent Site features.

CONCEPTUAL SITE MODEL

The Site is located on Lendway Lane in Johnson, Vermont and is a former talc mill, operations of which ceased in 1995. The Site is currently owned jointly by the Town and Village of Johnson and was partially redeveloped for municipal use. The Vermont Agency of Transportation (VTrans) owns a 66-foot-wide railroad corridor that traverses the site between the remnant building and Lendway Lane. The Site generally slopes to the northwest towards the Lamoille River.

In 1989, the Site was assigned #89-0303 by the VTDEC due to investigations into leaking drums and diesel fuel contamination. According to a February 28, 1989 VTDEC report, fuel from a tank at the facility was used in the processing of talc and "the fuel oil apparently came from a ½ inch fuel oil line which feeds a small dryer. The line which formerly passes under the floor is now routed overhead. The leakage and subsequent contamination were noticed when the company installed a sump to reticulate its process water." No other information was provided in this report.

In 1991, an additional site memo indicated a VTDEC environmental technician inspected soils that may have been "contaminated with a diesel fuel/water mix." The memo states that the area of suspected contamination was approximately 50 feet from the Lamoille River. There was no initial evidence of contamination; vegetation was thick; no fuel odors were noticeable; and no sheens or stains were visible. Approximately 10 small holes were dug in the area and no evidence

51 Knight Lane, Williston, Vermont 05495
802.862.1980 | oneatlas.com

of contamination was found. The locations of these holes are unknown. The shore of the Lamoille River was inspected and no evidence of contamination was found. The VTDEC subsequently closed site #89-0303. Based on the limited location description (50 feet from the Lamoille River), it is possible this area was associated with a former spillover catchment area (details provided later).

In 2010, Environmental Compliance Services, Inc. (ECS, now Atlas) performed environmental oversight activities on behalf of S.D. Ireland and VTrans following the discovery of contaminated soils during a water line installation project. The Site was re-opened on November 10, 2010 as Site #2010-4124 based on the October 27, 2010 "Soil Analytical Results" report by ECS. In summary, 21 test pits were excavated, (TP-1 through TP-21), 27 soil samples were collected for field-screening (S-1 through S-27), and three soil samples were collected for laboratory analysis (TP-2 comp, S-25, and S-27). Results indicated the presence of grossly petroleum-contaminated soils within a 5,000 square foot area located between a remnant mill structure and Lendway Lane, which includes both Town and VTrans land. This corresponds with the area around Tanks #1 and 2, with soil sampling exhibiting a mixed hydrocarbon signature (No. 2 fuel oil and "unidentified" fuel), which appeared to suggest a multiple release scenario. It should be noted that the former test pit, soil screening, and soil sampling locations are not illustrated in the current figures contained herein due to the volume of other pertinent information contained on these figures, but can be found in the October 27, 2010 report. This information in part formed the basis of design for subsequent investigation activities.

In 2011, ECS supervised a geophysical survey performed by Hager-Richter Geoscience, Inc. (Hager-Richter), which included the use of complementary geophysical methods: time domain electromagnetic induction metal detection (EM), ground penetrating radar (GPR), and precision utility location (PUL). The survey was conducted to locate potential buried objects, including but not limited to, tanks, culverts, conduits, buried debris, underground storage tanks (USTs), drums, etc, for the purpose of targeting drilling locations and evaluating preferential contaminant migration pathways. Results indicated the presence of several utilities, possible utilities, and areas of possible buried metal at the site. Detected utilities, which are illustrated in **Figure 2**, included a likely "historic tailings line" and "pipe cluster" associated with process waste spillover. A northeast trending extension of the "historic water line" was also detected by the survey. Several areas of potential buried metal were also identified by the survey. However, anomalies did not indicate the presence of bulk structures, but rather individual features like buried debris. This is consistent with observations during the previous test pit investigation, which identified old discarded pipes, engine parts, etc. No USTs were detected within the limitations of the survey.

Also in 2011, fourteen soil borings (SB-1 through SB-14), eight of which were subsequently completed as groundwater monitoring wells (MW-1, MW-2D, MW-3, MW-4, MW-5D, MW-6, MW-7, and MW-8), were advanced to further evaluate the nature and extent of contamination at the Site. Two additional monitoring wells (MW-2S and MW-5S) were installed to evaluate vertical groundwater gradients. Field-screening identified elevated photoionization detector (PID) readings (>20 parts per million [ppm]) in all borings except SB-3, SB-4, SB-11 and SB-12. Petroleum contamination was identified in soils directly atop the assumed bedrock surface in most borings. Soil sampling results indicated that naphthalene exceeded the United States Environmental Protection Agency (EPA) Regional Screening Levels (RSL) at the time for residential soils in SB-1 and SB-14 and the RSL for industrial soils in SB-9. Arsenic exceeded the RSL for industrial soils in all samples. Elevated arsenic, likely related to talc processing (>10 milligrams per kilogram [mg/kg]), was detected in SB-1, SB-5, SB-9, SB-10, SB-11, SB-12, and SB-14.

Groundwater elevation monitoring indicated that shallow horizontal groundwater flow is to the north with a steep gradient of 16%. Monitoring of nested wells (MW-5S, -5D and MW-2S, -2D) indicated a downward vertical gradient both near the source areas (31%) and adjacent to the Lamoille River (9%), respectively. Groundwater sampling results indicated that naphthalene exceeded Vermont Groundwater Enforcement Standards (VGES) in wells MW-6, MW-7, and MW-8. Although results indicate the presence of grossly impacted petroleum-contaminated soils and LNAPL, a relatively minor dissolved fraction was apparent from the current monitoring network. This is likely due to the old age of the releases and/or the high potential of the dissolved mass discharging into the bedrock aquifer due to a strong downward flow component. Arsenic exceeded VGES in all wells except MW-1, MW-2S, and MW-4, and nickel exceeded VGES in wells MW-2S, MW-2D, and MW-4. This indicated active leaching of these metals into groundwater from talc sediments, which may act as a continuing source of discharge to the Lamoille River and/or the bedrock aquifer.

In 2013, a supplemental site investigation (SSI) was performed including the advancement of eighteen soil borings (SB-101 through SB-118), five of which (MW-9 through MW-13) were completed as groundwater monitoring wells. Evidence of petroleum contamination was observed in two shallow borings upgradient of known petroleum tanks, and in one boring/well downgradient of known tanks. ECS was generally able to bracket the lateral extent of petroleum contamination in the vicinity of the former tanks. However, laboratory evidence of total petroleum hydrocarbon (TPH) contamination was encountered in deeper soils within the spillover catchment area. LNAPL was detected on groundwater in two wells, MW-1 and MW-7. The naphthalene concentration exceeded the VGES in several wells. As part of the SSI, offsite drinking water samples were collected from residential taps at two homes on Upper French Hill Road. No target VOCs were detected above laboratory reporting limits in either of the drinking water samples. Based on the evidence collected, potential source areas include former Tank #1, former Tank #2, and former Tank #4/5.

In 2014/2015, ECS completed an additional site investigation (ASI) and corrective action feasibility investigation (CAFI). The ASI included further evaluation of hydrogeologic conditions at the Site and water quality testing of nearby water supplies. At the request of VTDEC, ECS also reviewed the *Gravel Well A: Source Evaluation Report* prepared by Heindel & Noyes, Inc. (H&N), dated 18 August 2004 to evaluate the potential risk from the known contamination at the site poses to the Village water supply well located across the Lamoille River to the west of the site. This included the gauging and sampling of seven water supply wells (Godin, Demars, Hopkins, Thomas, Thoolen, TW-8 and Well #292). No VOCs were detected in any of the drinking water samples. The aquifer study results indicated that there was no apparent hydrogeologic connectivity between the Village of Johnson Gravel Well A and the tested onsite monitoring wells (MW-5S, 5D, 7, 8, and 13), onsite gravel well (Well #292), and offsite residential wells (Godin, Demars, Hopkins, Thomas, Thoolen). ECS also performed two semi-annual groundwater monitoring events and during these events, LNAPL was detected in MW-1 and the only dissolved phase VOC above VGES was naphthalene. Monitoring wells MW-6, MW-7, MW-8 and MW-11 had naphthalene exceedances. Potential vertical penetration of LNAPL into bedrock has not been determined. No testing of the bedrock aquifer at the Site has been performed; and therefore, any conclusions related to fate and transport of petroleum contamination within the bedrock aquifer cannot be inferred.

The CAFI included an evaluation, identification, and selection of corrective action(s) best suited to the conditions of the site to protect sensitive receptors such as the Lamoille River. A LNAPL recovery pilot study was performed using multi-phase extraction (MPE). The pilot study proved successful for LNAPL recovery and mass removal of the vapor phase. Vacuum preferential

pathways were observed surrounding former Tank #1. Groundwater drawdown and LNAPL removal was observed at a more uniform radius of influence (ROI). The CAFI report concluded that based on ECS' understanding of site conditions and the results of remedial alternative screening, a combination of activities, including intermittent High Intensity Targeted vacuum extraction (HIT), Monitored Natural Attenuation (MNA), and activity and use limitations (AULs) appears adequate to protect human health and the environment at this time. Should the property use change, or if contaminant concentrations or LNAPL amounts change, then reevaluation of remedial technologies may be appropriate. HIT vacuum extraction can be utilized with the existing recovery wells RW-1 and RW-2 that target the area of former Tank #1 while monitoring natural attenuation can be used Site-wide.

SCOPE OF SERVICES

A detailed description of the scope of work is described below.

Task 1. Work Plan, Project Coordination, HASP Update

Atlas will develop a work plan and cost estimate (this document) and perform project coordination, which will include invoicing, client communication, and any necessary correspondence associated with the scope of work. Atlas will also update the site-specific health and safety plan (HASP).

Task 2. Groundwater Monitoring

Atlas will perform groundwater monitoring at the Site in spring 2022 utilizing the 15 existing monitoring/recovery wells (MW-1, MW-3, MW-4, MW-5S, MW-5D, MW-6, MW-7, MW-8, MW-9, MW-10, MW-11, MW-12, MW-13, RW-1, and RW-2), assuming all wells are still viable. This excludes MW-2S and MW-2D, which were previously destroyed. Any repairs to make the wells viable, if required, or installation of replacement wells, if required, would be additional cost following notification and approval of clients and VTDEC.

Atlas will utilize disposable bailers for sampling following evacuation of three well volumes. Depth to water will also be measured to evaluate groundwater elevations. The samples will be stored on ice, transported under chain of custody to SGS Accutest (SGS) of Dayton, NJ, and analyzed for petroleum VOCs by EPA Method 8260 Vermont Aromatics (VTAROM). One trip blank and one duplicate groundwater sample will also be collected for quality assurance/quality control (QA/QC) purposes.

Task 3. Reporting

Atlas will prepare a summary report that will detail field procedures and findings of the sampling events and provide conclusions and recommendations. Groundwater results will be compared to Vermont Groundwater Enforcement Standards (VGES). The report will include sample results and interpretation, an updated site plan, groundwater elevation/contaminant contour maps, and a determination of the need for additional investigation, feasibility studies, corrective action, or site closure. Atlas will provide electronic reports to client and VTDEC. Paper copies can be provided upon request.

COST ESTIMATE

Total Cost Estimate..... **\$7,271.**

Atlas proposes doing this work on a Time and Materials (T&M) basis in accordance with PCF rates. A detailed cost estimate is attached as **Table 1**. Costs will be invoiced on a monthly basis and split 50/50 with separate PCF claims to the Town of Johnson and VTrans. Atlas will work under our existing contract with VTDBGC for VTrans and under a Client Services Agreement (CSA), see below, for the Town of Johnson. All costs incurred are expected to be reimbursed by the PCF with final determination by VTDEC.

SCHEDULE

Atlas can schedule the work within 30 days of authorization to proceed and will submit the summary report within 45 days of our receipt of the final laboratory report.

ACCEPTANCE

This work plan shall be accepted by signing and returning the Client Services Agreement (CSA) and providing written authorization via email. Please keep a copy for your records. Atlas's services will be provided on behalf of and for the exclusive use of the client. Atlas will also forward this work plan to Mr. James Donaldson of VTDEC following your authorization to do so.

If there are any questions regarding the work plan or the CSA, please do not hesitate to contact our office.

Sincerely,
ATLAS TECHNICAL CONSULTANTS, LLC



Erik Urch
Senior Project Manager

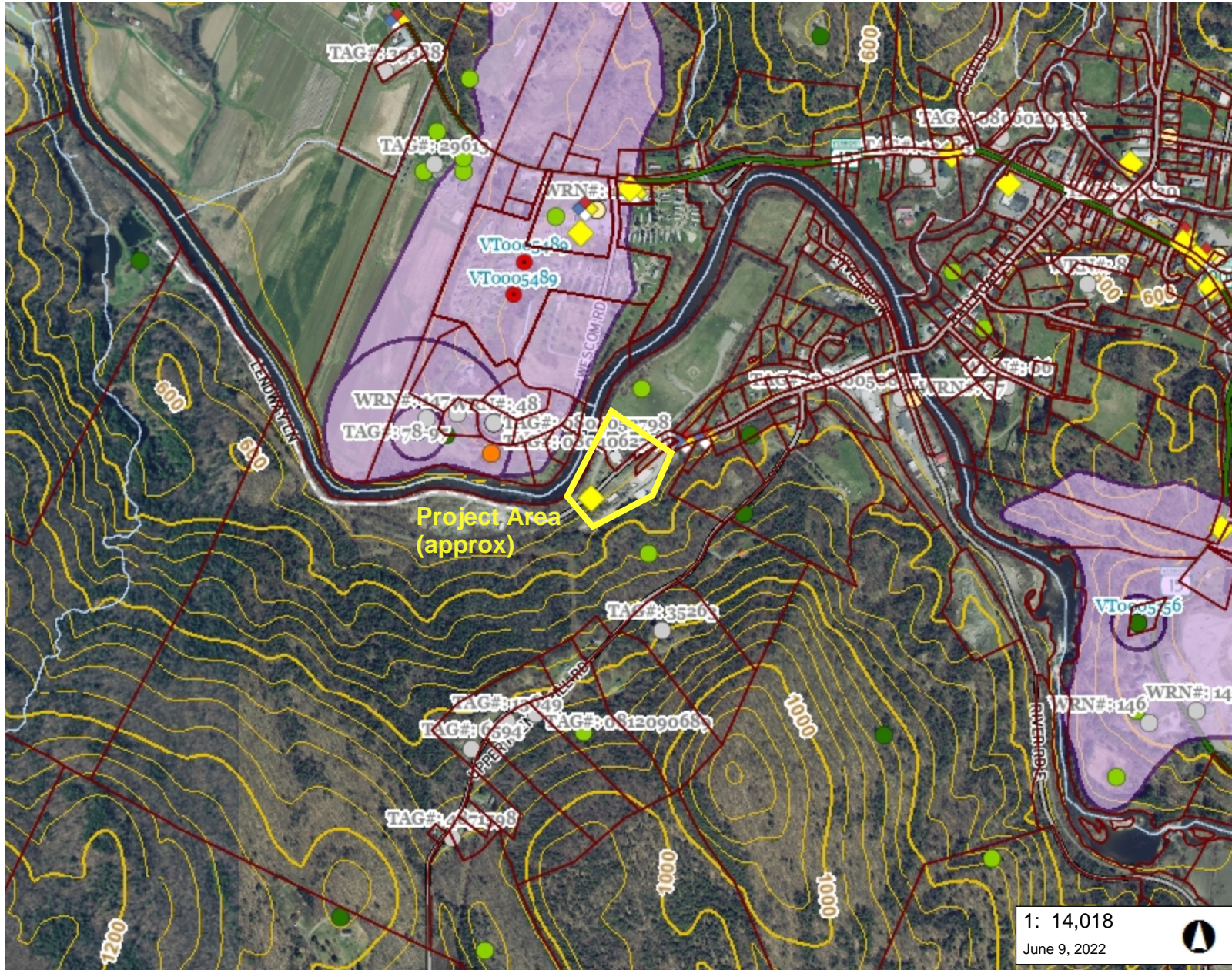


Joseph Hayes, CPG, PG
Vermont Operations Manager

cc: James Donaldson, VTDEC (w/o CSA, following client authorization)

Attachments:

Figure 1 Vicinity Map
Figure 2 Site Plan
Table 1 Cost Estimate
CSA



LEGEND

- ◆ Hazardous Site
- ◆ Hazardous Waste Generators
- ◆ Brownfields
- Salvage Yard
- Aboveground Storage Tank
- Underground Storage Tank (w/)
- Dry Cleaner
- Private Wells
 - GPS Located
 - Screen Digitized
 - E911 Address Matched
 - Welldriller/Clarion
 - Unknown Location Method
 - Incorrectly Located
- Public Water Sources
 - Active
 - Proposed
 - Inactive
- Ground Water SPA
 - Active/Shared SPA; SHARED
 - Proposed
 - Inactive
- Parcels (standardized)
- Roads
 - Interstate
 - US Highway; 1
 - State Highway
 - Town Highway (Class 4)

1: 14,018
June 9, 2022

712.0 0 356.00 712.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere 1" = 1168 Ft. 1cm = 140 Meters

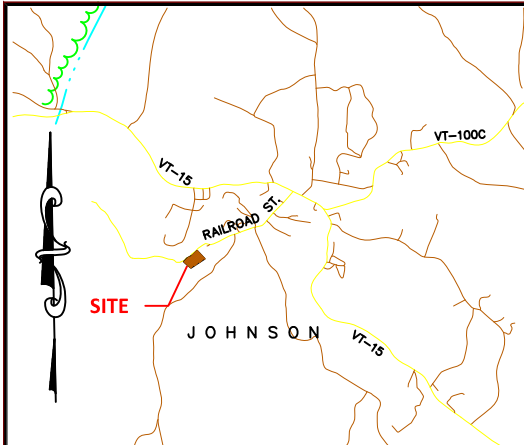
© Vermont Agency of Natural Resources THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

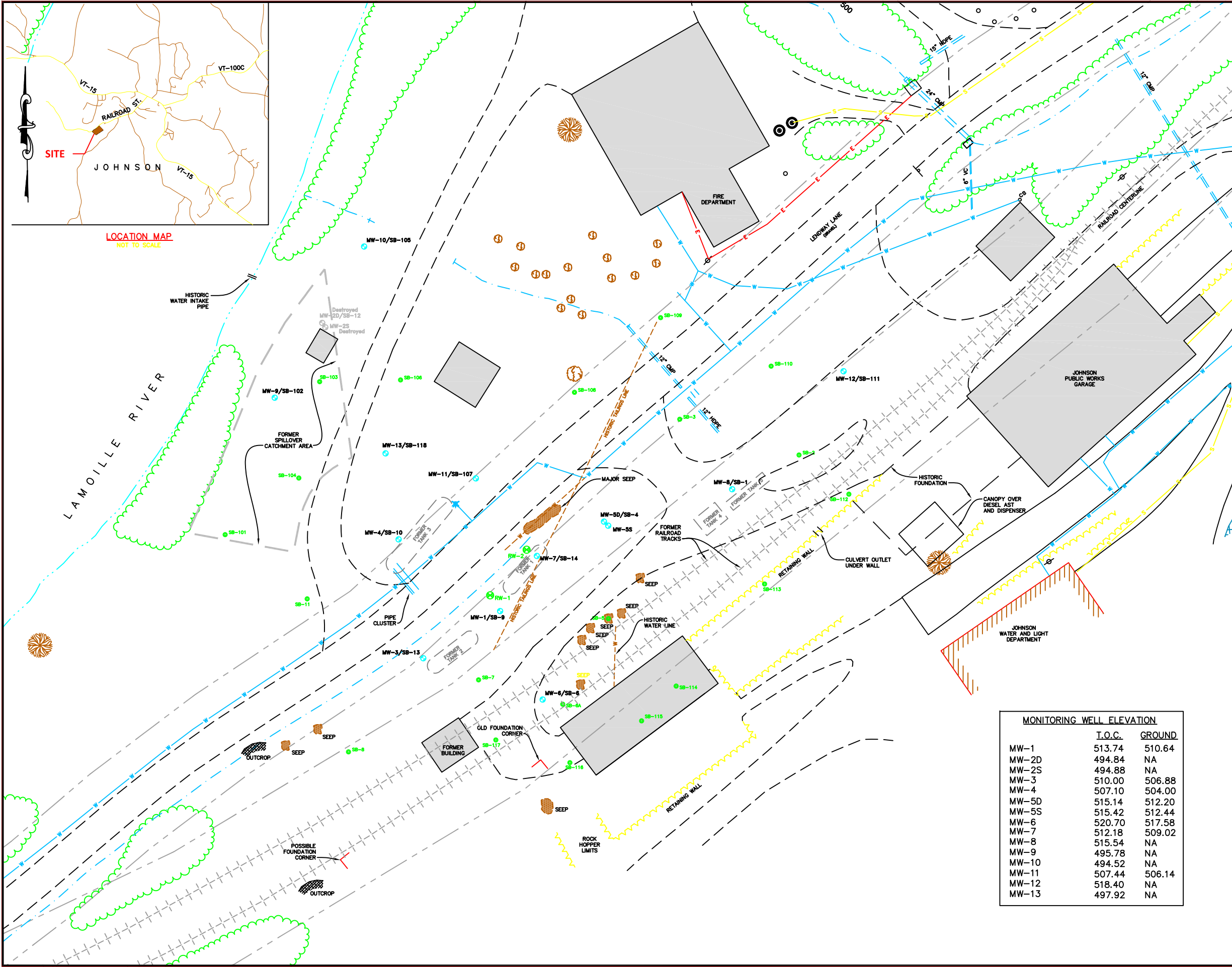
NOTES

Former Cyprus Industrial Minerals
71 Lendway Lane, Johnson, VT
Site #2010-4124

Packet Page 25



LOCATION MAP
NOT TO SCALE



LEGEND

- PROPERTY R.O.W.
- - - EXISTING GROUND CONTOUR
- - - DRAINAGE SWALE
- E- OVERHEAD ELECTRIC LINE
- S- SANITARY SEWER LINE
- W- WATER LINE
- UTILITY POLE
- ⊕ MONITORING WELL
- ⊙ SOIL BORING
- ⊗ RECOVERY WELL

NOTES

EXISTING MONITORING WELLS SURVEYED ON 6/8/11 AND 10/9/13 WITH TOTAL STATION BY LAKESIDE ENVIRONMENTAL AND ECS.

EXISTING GROUND TOPOGRAPHY AND SITE FEATURES ARE FROM PLAN BY OTTER CREEK ENGINEERING, RECORD DRAWING SHEET C3.

SMS NO. 2010-4124



MONITORING WELL ELEVATION

	T.O.C.	GROUND
MW-1	513.74	510.64
MW-2D	494.84	NA
MW-2S	494.88	NA
MW-3	510.00	506.88
MW-4	507.10	504.00
MW-5D	515.14	512.20
MW-5S	515.42	512.44
MW-6	520.70	517.58
MW-7	512.18	509.02
MW-8	515.54	NA
MW-9	495.78	NA
MW-10	494.52	NA
MW-11	507.44	506.14
MW-12	518.40	NA
MW-13	497.92	NA

PROJECT:
FORMER CYPRUS MINERALS
RAILROAD STREET
JOHNSON, VT

TITLE:
SITE PLAN

CLIENT:
JOHNSON TOWN & VILLAGE AND VTRANS

GRAPHIC SCALE:
50 25 0 25 50

COMPUTER CADFILE : BOX/VTDEC/CYPRUS/DWG

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
SMS/AC	SMS	LW	LW
SCALE:	DATE:	JOB NO.:	FIGURE NO.:
SHOWN	2/05/18	08215119	2

**Table 1:
Cyprus Minerals
Long Term Monitoring Cost Estimate
June 7, 2022**

Task	Type	Units	Quantity	Rate	Mark Up	Item Total	Sub Totals	Task Total
1. Work Plan, Project Coordination, HASP Update								
Atlas Labor	Principal	hrs	0.5	165	--	83		
and Expenses	Sr. Project Manager	hrs	6	135	--	810		
	Staff Scientist	hrs	2	95	--	190		
	Administrative	hrs	2	65	--	130		
			Task Total					1,213
2. Groundwater Monitoring								
Atlas Labor	Sr. Project Manager	hrs	2	135	--	270		
and Expenses	Field Technician II (2)	hrs	24	80	--	1,920		
<i>assumes 2 staff/1 day</i>	GW level indicator (2)	day	2	30	--	60		
	Sampling charge	ea	15	15	--	225		
	Mileage	mi	70	0.575	--	40		
							2,515	
Lab Subcontractor	8260 VTAROM	sample	17	82	1.1	1,533		
	<i>15 GW, 1 trip, 1 dup</i>						1,533	
			Task Total					4,049
3. Summary Report								
Atlas Labor	Principal	hrs	1	165	--	165		
	Sr. Project Manager	hrs	4	135	--	540		
	Staff Scientist	hrs	7	95	--	665		
	CADD	hrs	6	85	--	510		
	Administrative	hrs	2	65	--	130		
			Task Total					2,010
							Project Total:	7,271

Request for Proposals

Purchase of Propane, Oil, and Diesel

for Town of Johnson

The Town of Johnson, Vermont, is requesting proposals from qualified firms for the ordering and purchasing of propane, heating oil, and/or diesel. Although the Town is not seeking proposals for a guaranteed bulk purchase for a specific amount of propane fuel, it is willing to consider exceptions to the bid which requires purchasing a specific quantity. Please note in any submitted proposal whether or not the town is required to purchase a specific quantity of material and if not, please note whether or not availability of fuel is guaranteed.

Proposals are to be submitted by 4:00 PM on Friday, July 15, 2022 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

- How much fuel do we use?
- Where will each fuel be delivered?

PROPOSAL REQUIREMENTS

All proposals must be submitted in writing or by email before 4:00 PM on Friday, July 15, 2022. All proposals will be reviewed by the Selectboard at their next meeting (anticipated to be Monday, July 18th, 2022).

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

- Price per unit and available quantities.
- Description of bidder's organization.

- Reference's to demonstrate the bidder's experience and reputation.
- Proof of insurance.

EVALUATION CRITERIA

The final selection of an economic development proposal will be based on two criteria: technical qualifications and ability to meet the town's needs. Cost will not be the only factor in the selection.

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.