

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

**Date: Monday, November 7, 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 October 12<sup>th</sup> and 17<sup>th</sup>, 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.

7:10 p.m. Review Planned Purchases

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

7:20 p.m. Committees and Volunteer Support

1. Continuing ARPA Discussion (20 minutes)
2. Beautification Committee Mission Statement (5 minutes)
3. Beautification Committee Railroad Street Bridge Request (10 minutes)
4. Racial Justice and Social Equity Committee Mission Statement (5 minutes)
5. Racial Justice and Social Equity Committee Appointments (10 minutes)

8:10 p.m. Follow up from recent past meetings

6. Property and Casualty Insurance Quotes Update (10 minutes)
7. Proposed Municipal Partnership for Assessor Services (10 minutes)

8:30 p.m. New items

8. Review and Selection of Salt Contracts (10 minutes)
9. Requested Address Change and Private Road Elimination (10 minutes)
10. Review FY24 Sheriff Department Budget and Town Request (15 minutes)

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

**Date: Monday, November 7, 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 October 12<sup>th</sup> and 17<sup>th</sup>, 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.

7:10 p.m. Review Planned Purchases

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

7:20 p.m. Committees and Volunteer Support

1. Continuing ARPA Discussion (20 minutes)

Conversations continue about the possible use of Town's ARPA funds.

2. Beautification Committee Mission Statement (5 minutes)

The Beautification Committee has advanced their adopted mission statement to the Selectboard.

3. Beautification Committee Railroad Street Bridge Request (10 minutes)

The Beautification has a plan for lighting and decoration on the Railroad Street Bridge.

4. Racial Justice and Social Equity Committee Mission Statement (5 minutes)

The Racial Justice and Social Equity Committee has advanced their adopted mission statement to the Selectboard.

5. Racial Justice and Social Equity Committee Appointments (10 minutes)

Jackie Stanton and Johna Keefe have expressed an interest in serving on the committee.

8:10 p.m. Follow up from recent past meetings

6. Property and Casualty Insurance Quotes Update (10 minutes)

Update on the process of seeking alternative quotes for property and casualty insurance.

7. Proposed Municipal Partnership for Assessor Services (10 minutes)

Lamoille County Planning Commission has provided a final draft of the agreement to provide assessor services and the framework for how the partnership will proceed.

8:30 p.m. New items

8. Review and Selection of Salt Contracts (10 minutes)

We have quotes from Cargill and Compass to consider.

9. Requested Address Change and Private Road Elimination (10 minutes)

Marcia and Roy Marble would like to change their address from Weightman Farm Lane to Duke's Road, and to eliminate Weightman Farm Lane. There is little information on the initial creation of Weightman Farm Lane. It appears to be a private road in place since 2010 or 2011.

10. Review FY24 Sheriff Department Budget and Town Request (15 minutes)

A review of the status and outlook for the proposed FY24 Sheriff's Department Budget.

## **GENERAL INFORMATION ITEMS**

### **Information Items:**

1. Jack Corse re: safety information
2. Dog Bite: 10-15-22
3. Lamoille County Sheriff's Department: FY23/24 Budget Proposal

### **Budget Items:**

1. Lamoille County Child Advocacy: request for \$2,224.48
2. Lamoille County Planning Commission: request for \$1,877

### **Legal Issues:**

### **VLCT: PACIF**

### **State/Federal Issues:**

### **Administrator's Correspondence:**

### **Workshops:**

### **Newsletters:**

### **Brochures & Ads:**

### **Old Business:**

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

Adjourn

Item	Department/Use	Cost	Code	Quotes
CV515 (Salt Truck) Repairs	Public Works	\$ 3,260.00	50-8-50-50.01	Outside Repairs & Parts
Blower Repair	Public Works	\$ 2,711.74	50-8-50-50.01	Outside Repairs & Parts



**Cives Corporation, dba  
Viking Cives (USA)  
14331 Mill Street**

**Harrisville, NY 13648  
Phone: (315) 543-2321  
Fax: (315) 543-2366**

**www.vikingcives.com**

**QUOTATION**

**Error! Reference  
Quote ID: source not found.**

Page 1 of 1

Fall '08 Factory Install  
Catalog

**Customer:** Town of Johnson  
**Contact:** Jason Whitehall  
**Address:** 293 Lower Main West  
Johnson, VT 05656

**Phone:** 802-635-2274  
**Fax:**  
**Attn:**

**Quote Number:**  
**Quote Date:** 10/17/22  
**Quote valid until:** 90 days

**For:** Body Repairs  
**Terms:** Net 30 days  
**Salesperson:** Andrew Mitchell  
**FOB:** Williston, VT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
Option 1	Labor and Materials to remove hoist cylinder and attach flat bed body to the truck frame.		<b>\$600.00</b>
Option 2	Labor and Materials to repair seized pin at lifting piston and rear hinges		<b>\$3,260.00</b>
Option 3	Labor and Materials to remove the under body subframe and attach the flat bed directly to the truck frame.		<b>\$2,300.00</b>
<b>Quote Total:</b>			
<b>Discount:</b>			
<b>Total Due:</b>			

**The following options may be added:**

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
OPT		\$0.00	<b>\$0.00</b>

Customer must fill out the information below before the order can be processed...

<i>Accepted by:</i>	
<i>Date:</i>	
<i>P.O. number:</i>	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- ◆ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- ◆ Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- ◆ Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.



**NEW HAMPSHIRE**  
 554 Maple Street  
 Hopkinton, NH 03229  
 P: (603) 225-9576  
 F: (603) 228-5246

## Sales Quote

IMPORTANT: All invoices are due and payable in U.S. Dollars in Guadalupe County, Texas, or where indicated below. No goods to be returned without our written permission. Goods must be returned transportation charges pre-paid. A handling charge will be made on all returned goods. LATE CHARGE: A late charge of 1.5% of any past due balance of the dealers account as of the last day of the month will be billed as of the 15th day of the following month if payment has not been received by that date.

<b>CUSTOMER NO</b>	825652	<b>TERRITORY</b>	394	<b>PAGE 1 of 1</b>
<b>ORDER DATE</b>	11/02/2022	<b>CUSTOMER PO</b>	79288/COOMBS	
<b>QUOTE DATE</b>	11/02/2022	<b>SHIPPED VIA</b>		
<b>SALES ORDER</b>	6738919 - SQ	<b>FREIGHT TERMS</b>	EXW- CUSTOMER FRT ACCOUNT DIRECT BILL TRANSER AT ORIGIN	
<b>PAYMENT TERMS</b>	Net 30 Days from Invoice Date	<b>CODE</b>	002	
<b>DELIVERY INSTRUCTIONS:</b>				
			<b>REQUESTED SHIP DATE</b>	11/02/2022

**SOLD TO:**  
 TOWN OF JOHNSON CHP  
 PO BOX 383  
 JOHNSON VT 05656-0383

**SHIP TO:**  
 TOWN OF JOHNSON CHP  
 633 RAILROAD STREET  
 (802)730-9597  
 JOHNSON VT 05656-0383

DESCRIPTION/REMARKS							
ITEM NUMBER	BRANCH	DESCRIPTION	PICK SLIP#/ LOT/SERIAL	QUANTITY SHIPPED	LIST PRICE	DISC%	EXTENDED AMOUNT
2575HPF	9958	GEARBOX, CPTO		1	2,636.74	0	2,636.74
00888190	9958	FREIGHT & HANDLING P/P & ADD		1	75.00	0	75.00

<b>R E M A R K S</b>	<b>NET DUE</b>	<b>CASH DISC.</b>	<b>IF PAID BY</b>	<b>SUB-TOTAL</b>	2,711.74
	2,711.74	0.00	12/02/2022	<b>FREIGHT &amp; HANDLING</b>	75.00
				<b>SALES TAX</b>	0.00
				<b>TOTAL(USD)</b>	2,711.74
				<b>PREPAID AMOUNT</b>	

IMPORTANT: Alamo Group or affiliates (Alamo Group) shall not be liable to any person for any claim for injuries or damages which claim for injuries or damages arises out of or which results from the repair of this product by a person or firm other than Alamo Group. Repair parts are intended for use only on equipment manufactured or sold by Alamo Group. Our general conditions of purchase are available at this address: <https://www.alamo-group.com/terms>

Recreation, Trails, Bikes, and Pedestrians	General Economic Development	Industrial Park Development
9 Votes	6 Votes	5 Votes
Recreation Development	as matching funds to leverage grants	build spec building at industrial park
Integrate non-motorized hiking, biking and paddle trails in Johnson into a interconnected system, with publicly available maps and supporting services and businesses	Support for various development opportunities. I.e.: match \$\$ for grant applications; more time for Econ Dev. position & marketing Johnson; scoping study for future bridge across the Lamoille to connect Old Mill Park and Sk8Park;	infrastructure for Jewett property to get it on the market
enhance LVRT with renovation of RR St with bike lane and also work w/VTrans to get bike lane on Rt.15 between RR St. and the LVRT access opposite J. Hardware Rental.	Save some of the money to use as matching funds for grants that we may receive that will be applied for by the economic development person	Status assessment of progress on the Light Industrial Park leading to a plan of action. The land has been purchased; however, questions remain about what has been accomplished to move the project forward. What documents are available to promote development of an industrial park and what grants have been applied for to help fund the project? An analysis of why grants were denied would be beneficial for future grant proposals. A timeline with steps needed as the project moves forward would help to frame what the community can expect for and from its investment.
Walking bridge either from Old Mill park to Jolley's, or School St to Main St(over Lamoille)	marketing of johnson: updated website, more fun welcome sign, new town slogan & logo, town merchandise, etc. we need to promote johnson for all it has to offer including: located on the lamoille valley rail trail, home of vermont state university campus, studio center, etc.	The industrial park development

<p>Ecologically informed recreation plan for Talc Mill property or Gomo Town Forest.</p> <p>The way we manage our town forests can have implications for our economy, our climate, our air and water, our wildlife species and biodiversity, the character and aesthetics of our town, and the quality of life. Developing an ecologically informed recreation management plan for the Talc Mill property or the Gomo Town Forest can provide the foundation for future projects on the site. It would bring the expertise of professional trail designers and potential land users together with qualified ecologists to design, map and suggest multi-use, non-motorized trail networks that protect the forest's unique ecological attributes, wildlife habitat, and wildlife movement within and across the properties. The final product will help to responsibly steward the land.</p>	<p>Signage, really nice signage, for the various places of interest in our town</p>	<p>Industrial park</p>
<p>Community Pool &amp; Dog Park</p>	<p>If possible, use the money to attract a few good eateries to this town. Make it a competition: offer 2 grants of \$300,000 apiece to restaurateurs who would relocate to Johnson. Give tourists a reason to make Johnson a destination worth the trip.</p>	
<p>Gravel paths/gravel road to the storage area at the Arboretum. Estimates can be furnished</p>		
<p>rec trails for all to enjoy</p>		
<p>a rope or heavy wire "fence" along the parking lot of Beard's Recreation &amp; Park with flower containers on both sides of the walking entry/stairs leading down to the beach.</p>		



Beautification Improvements	Capital Investment	Law Enforcement
2 Votes	1 Vote	1 Vote
<p>Use the money to make the town more physically attractive and create pathways to connect some of the village locations. For instance, buy more trees for the arboretum, put in a gazebo, benches, a few picnic tables, and then create a better pathway from Pearl Street to the arboretum as well as a new pathway leading to the Gihon, where a new walking/biking bridge will connect to the land on the other side, near the Union Bank.</p>	<p>Update/maintain our buildings (Village garage)</p>	<p>Using ARPA funds for Law Enforcement to offset annual increase.</p>
<p>I'd also favor converting the field used for Tuesday Night Live into a real town park -- with trees, flower gardens, benches, picnic tables, and such.</p>		

Transportation	Housing
1 Vote	1 Vote
<p>Medical transportation upgrade. A secure network of services including emergency transportation, prescription deliveries, transportation for tests and appointments is required by our aging population and is simply not met by current systems.</p>	<p>Assist with renovating existing rental housing in town with a high percentage designated as affordable housing</p>

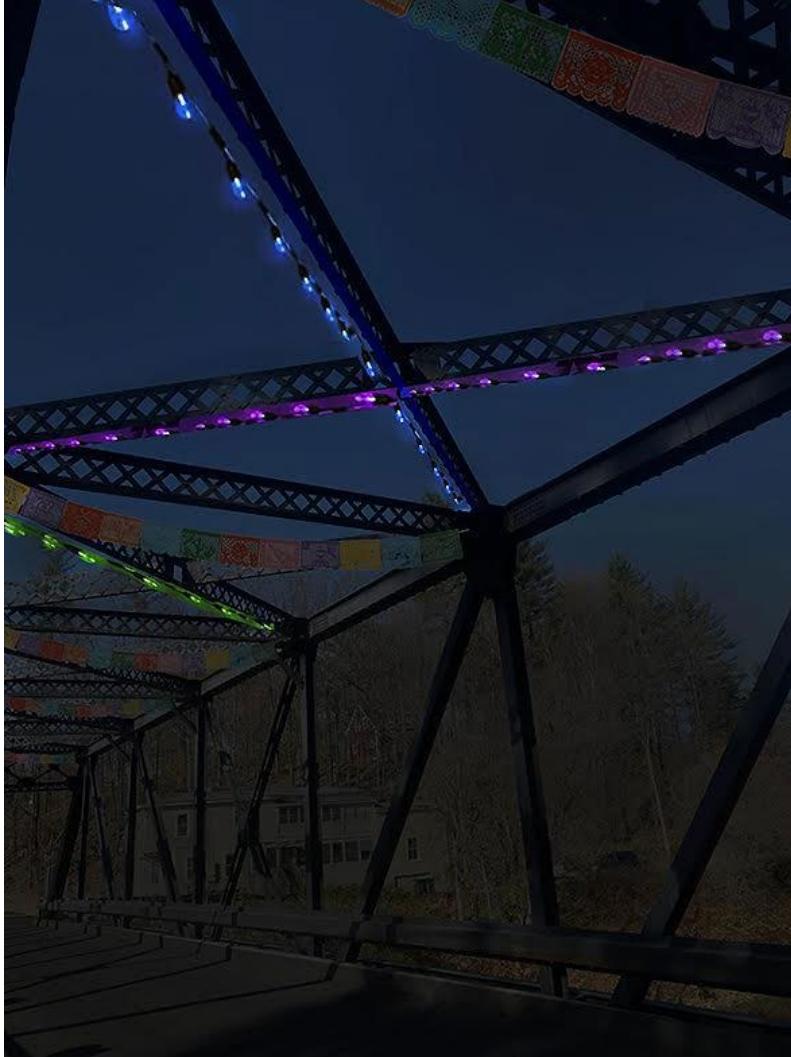
The mission of the Johnson Beautification Committee is to work collaboratively to enhance the aesthetic quality of Johnson and promote public pride with flowers, art, and inclusive philanthropic opportunities.

## **2022 Railroad Street Bridge Beautification Project Proposal**

The J.B.C. hopes to make the RR Street bridge a brighter, more memorable, and joyous place this winter by adding colorful plastic “flags” and solar-powered Edison lights to the seven highest steel rafters. We believe this will create a welcoming and whimsical “color tunnel” effect.

Below are two photoshopped pictures to give you a clear sense of the look and feel we are attempting to achieve...





**Flags:**

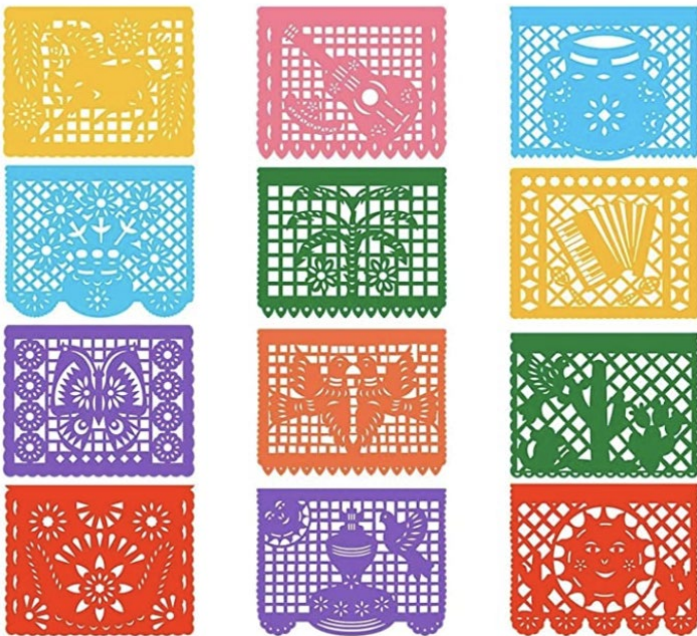
- Made of high-quality plastic, making it durable and waterproof. They can last for long-term use, without fading or wrinkling, even in severe weather.
- Over 22 ft banners with 12 pieces of multi-colored panels in each pack. Each panel measures 16 x 13. 6 strings of banners in the package are perfect for indoor or outdoor use.
- Each banner has 12 panels in different designs and vibrant colors.
- Machine seamed with a smooth edge. Prestrung banners are easy to hang up.
- Pack of six for \$28.



## Durable Thick Plastic

Share

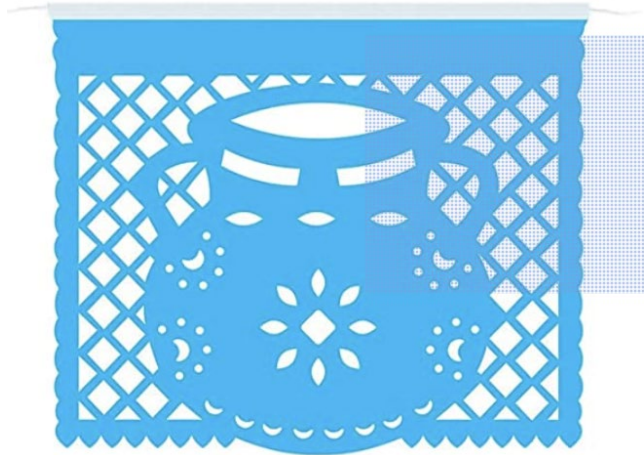
- Last For Years
- Withstand Sun and Rain





## Machine Sewing

- Long Lasting
- No Loose Threads



## Edison Lights: 48 Ft stings for \$50

Color	Multicolor
Brand	WENFENG
Indoor/Outdoor Usage	Outdoor
Special Feature	Color Changing
Light Source Type	LED
Power Source	Solar-Powered

- These LED string lights have 8 single vivid colors (warm white, red, green, blue, white, cyan, purple, orange) & 6 dynamic modes. They are also DIMMABLE, using the remote controllers to get the 4-level brightness.
- These solar RGB string lights are made of commercial-grade strands, thicker flexible stocks, and durable plastic bulbs, with no fear of any brutal weather situation.

- With an upgraded 5000mAh super large-capacity solar panel, our outdoor string lights can work for 9-10 hours on a full charge. It's also can automatically turn on or off at night or day. Besides, the panel is equipped with a USB charging port to able charge the solar panel (6 hours needed) when not sufficient sunlight or in bad weather.
- The package included a stake & a clip; you can clip the solar panel to the pergola or fence or insert it into the ground. 180°adjustable allows the panel to get the maximum sun exposure.







**Funding & Installation:** Approximately \$450 for the flags and lights would come directly from the Beautification Committee budget. We will ask the Village Trustees to

either apply the \$500 earmarked in their budget for our efforts to pay for the use of their lift and their crew time to hang the flags and lights, or Plan B is to use that money to rent a lift from Farm & Garden and ask Public Works to help hang them.

**Community Partners:**

- Town Selectboard (**approval and support**)
- Public Works (**In-kind labor**)
- Village Trustees (**Financial support**)
- Village Crew (**labor and use of equipment**)
- Perhaps Jenna's Promise as this bridge is also the gateway to their retail store and coffee roasting operations. (**Perhaps some monetary contribution and or in-kind support with equipment to help install, to be discussed on 11/17**)
- The homeowners that live in the former Mingeldorf house have given their verbal "blessing" for this project and feel it would help that corner of RR Street be a safer and more beautiful place to live and visit.

**Timeline:**

**11/7** Select Board Meeting Action item for approval

**11/14** Trustee Meeting for contribution ask

**11/17** Jenna's Promise Meeting to garner in kind or monetary support

**11/18** Order supplies

**11/28-12/2** Install Week #1

**12/5- 12/9** Install Week #2 (rain/snow dates)

Racial Justice and Social Equity Mission Statement:

The mission of the Johnson Racial Justice and Social Equity Committee is to encourage and support community diversity, and to disrupt and actively change the oppressive systems and policies that wrongly marginalize populations in our community.

We pledge to uphold our town and village's Inclusivity and Antiracism statements, and promote awareness by providing free educational opportunities, events, affirming public displays, and partnering with local and state diversity experts and organizations.

Our work is to educate ourselves and others about the impacts of racial inequality, power, privilege, and oppression in our community to continually seek justice, with the goal of cultivating equitable change in Johnson for generations to come.

**From:** [TOJ Administrator](#)  
**To:** [Select Board](#)  
**Subject:** Background for Assessor Services  
**Date:** Thursday, November 3, 2022 10:05:00 AM  
**Attachments:** [LCPC Services Agreement - Payroll Services and Coordination - Draft Edited.docx](#)

---

On Monday we plan to continue the discussion on the assessor services. Attached is the updated draft services agreement.

Additionally, Tasha has provided the following estimates on cost:

Please see below, I updated this information a bit. Again, these are estimates. There might be some variation in what the employee is paid or what the health insurance costs.

However, all the numbers I run end up in the \$55-\$60 an hour range, so I think you should emphasize that range to your board.

I continue to be a bit nervous about the fact that we are liable for workers comp. I think it is appropriate to share this information with your board and attach a final version of the formula once an individual is hired.

Employee paid \$35 an hour

We would charge towns:

Cost of health insurance \$8= \$43 hour

$\$43 + \$3$  (FICA)+ $\$1$  (Workers comp, UI, Liability etc) = $\$47$

$\$47 * 1.2$  ( 20% admin charge-well below indirect rate as they wouldn't use our office space but we would advertise position, do payroll, supervise, employment, track hours) = $56.4$

$\$56.4$  an hour. We would round up to  $\$57$  an hour to cover the cost of the sick time accrual.

Part time employees accrue an hour of sick time for every 52 hours worked. The rounding almost exactly covers the sick time cost.

This is about the mid-range of the \$55-60\$. I think a decent representation of employee costs.

The employee would also be reimbursed for mileage at the GSA rate.

Tasha Wallis

Executive Director

Lamoille County Planning Commission

52 Portland Street | 2nd Floor | PO Box 1637 | Morrisville, VT 05661

email: [Tasha@lpcvt.org](mailto:Tasha@lpcvt.org) | website: [www.lpcvt.org](http://www.lpcvt.org)

direct dial: 802-851-6346 | main number: 802-888-4548

Brian Story, Town Administrator

Town of Johnson

Office: 802-635-2611

Web: <http://townofjohnson.com/>

NOTE: Any response or reply to this electronic message may be subject to the Vermont Public Records Act.

**AGREEMENT FOR MUNICIPAL SERVICES**  
*by and between the*  
**TOWN OF HYDE PARK VERMONT, TOWN OF JOHNSON VERMONT, TOWN OF  
WOLCOTT VERMONT”**  
*and the*  
**LAMOILLE COUNTY PLANNING COMMISSION**

The Lamoille County Planning Commission (LCPC) has entered an agreement with the town of Hyde Park, the town of Johnson and the town of Wolcott (TOWNS) to employ an individual and provide town coordination services for a “regional town assessor” position on behalf of the TOWNS. These services are funded fully by the TOWNS.

This agreement is in conformance with Article IV: Municipal Service Agreements of the LCPC bylaws. Article IV of the LCPC bylaws is attached to this agreement as Attachment A and this agreement conforms with all provisions of Article IV of those bylaws.

**I. AGREEMENT FOR SERVICES**

- A. It is agreed by and between the TOWNS and LCPC that the LCPC shall act as the employer of a ‘regional town assessor; and provide Town Coordination Services for the performance of tasks outlined in Attachment B: Scope of Services.
- B. Attachment B is incorporated into this Agreement.

**II. GENERAL TERMS AND CONDITIONS**

- A. It is understood that LCPC may retain qualified help to assist with this work in keeping with the proposal, including use of the Vermont Property Valuation and Review staff, Professional Assessor Terri Sabens, and other contracted assessors or service providers to implement payroll services, schedule training of, and aiding the regional town assessor.
- B. The work and services performed under this Agreement are described in Attachment A. LCPC shall provide invoices based on actual costs; this is not a lump sum agreement for services. LCPC shall bill the TOWNS for staff time plus other costs incurred as the employer of record. The formula for billing is outlined in Attachment B.
- C. The period of performance under this Agreement shall commence on **December 1, 2022 and run through September 30, 2024** unless otherwise amended.
- D. Ownership of all materials produced under this agreement shall remain with the TOWNS and LCPC.
- E. Changes, modifications, or amendments in the terms, conditions, and fees of this Agreement shall be written and signed by the duly authorized representatives of LCPC and the TOWNS.
- F. The parties agree that LCPC will be the employer of the” regional town assessor”, and that the TOWNS will provide the day to day supervision of the employee.

G. The TOWNS, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed under this Agreement.

H. Each party shall appoint one person as the principal contact for this project. The TOWNS' contacts are:

Hyde Park  
Johnson  
Wolcott

The LCPC contact is R. Tasha Wallis, Executive Director.

I. A governance committee is not created under this agreement. The participating municipalities and LCPC will work together to meet the obligations of this agreement.

J. If through any cause, LCPC shall fail to fulfill in a timely and proper manner its obligations under this Agreement the TOWNS shall have the individual right to terminate this Agreement by vote of their legislative body and by giving written notice to LCPC and specifying the effective date thereof, at least six months prior to the effective date of such termination or six months prior to a fiscal year. All costs and fees incurred prior to the date of termination shall be reimbursed to the LCPC by the TOWNS.

K. This agreement can only be modified if approved by all parties to this agreement, including the legislative bodies of all involved municipalities and the LCPC Board.

### III. OBLIGATIONS OF THE LCPC

A. LCPC will work with and be responsible to the TOWNS in providing the services specified in Attachment B.

B. LCPC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.

C. LCPC shall invoice the TOWNS individually no more than monthly. The Towns will be invoiced based on the hours of work the LCPC employee did in individual towns during that timeframe.

D. LCPC shall review any work contracted with third parties by LCPC under this agreement for conformance with statutory and regulatory requirements.

E. All statutory and regulatory requirements under Vermont law in effect at the time will be observed by LCPC and any third party hired by LCPC.

### IV. OBLIGATIONS OF THE TOWNS

A. Invoices shall be payable to LCPC within 30 days following receipt of an itemized invoice delivered to TOWNS by LCPC. Such itemized invoices shall include mileage reimbursements showing total mileage and purpose of trip, benefit costs, and time reported by date and location of work.

- B. The TOWNS agree to organize and sponsor meetings with LCPC as necessary to review various reports or drafts as called for in the attached Scope of Services. The meeting schedule and structure shall be coordinated with the TOWNS through its contact person.
- C. The TOWNS agree to make available to LCPC at TOWNS' expense if any: relevant information, data, reports, plans, bylaws, or ordinances as requested.
- D. The TOWNS agree to cooperate with and administratively assist the LCPC without charge in carrying out assessor tasks. This shall include but not be limited to:
  - (1) assisting in the verification of documents and information; and
  - (2) holding LCPC and its staff, officers, and directors harmless for any liabilities resulting from the performance of duties to the extent allowed by law.
- E. The Towns will individually provide office space, technology and equipment as required to the regional assessor.

In witness whereof, the TOWNS and LCPC have executed this agreement as follows.

**For the LAMOILLE COUNTY PLANNING COMMISSION:**

\_\_\_\_\_  
 R. Tasha Wallis, Executive Director  
 Lamoille County Planning Commission

Date: \_\_\_\_\_

**For the TOWN OF Hyde Park:**

\_\_\_\_\_  
 (Authorized Representative Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
 (Print Name and Title)  
 Town of Hyde Park Vermont

**For the TOWN OF Johnson:**

\_\_\_\_\_  
 (Authorized Representative Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)  
Town of Johnson Vermont

**For the TOWN OF Wolcott:**

\_\_\_\_\_  
(Authorized Representative Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)  
Town of Wolcott Vermont

DRAFT



**ATTACHMENT A**  
**Lamoille County Planning Commission Bylaws**  
**Article IV. Municipal Service Agreements**

**Article IV. Municipal Service Agreements**

**A. Voluntary Participation**

Participation by a municipality in a municipal service agreement with the LCPC shall be voluntary and only valid upon appropriate board action, as set forth in 1 V.S.A. § 172 and other applicable provisions of law, including the Open Meeting Law by the legislative body of the municipality. Such an agreement must be approved by the LCPC Board. The LCPC Board has the authority to reject a request to provide municipal services under this section. To become effective, a municipal service agreement shall be executed by a duly authorized agent of the regional planning commission and of each of the legislative bodies of the municipalities who are proposed parties to the service agreement. The agreement may include other parties as may be relevant to a particular service. Any modification to a service agreement shall not become effective unless approved by all parties to the service agreement, including the legislative bodies of all involved municipalities. Such modifications shall be in writing, with a copy provided to all parties to the agreement.

**B Municipal Service Agreement Contracts**

A municipal service agreement shall describe the services to be provided and the amount of funds payable by, and/or a formula for allocating costs to, each municipality that is a party to the service agreement. Service of personnel, use of equipment and office space, and other necessary services may be accepted from municipalities as part of their financial support and shall be clearly documented in the annual budget for the service approved by the parties to the agreement.

**C Governance Committees**

When deemed appropriate by the participating municipalities and LCPC, a municipal service agreement may include a governance committee made up of representatives of the participating municipalities and LCPC. If a governance committee is formed, the municipal service agreement shall include appropriate details regarding the responsibilities, voting rights and financial obligations of each member.

**D. Agreement Termination**

All municipal service agreements shall contain a termination date unless some other method of termination is expressly provided in the agreement. Service agreements shall also contain a provision describing how parties may withdraw from the agreement prior to the termination date. The method of withdrawing from and/or terminating a service agreement shall generally be the same as the process for entering such agreement - i.e., by majority vote of the members of the legislative body, subject to other applicable provisions of law. If, however, the service agreement involves multi-year financial obligations or other contractual obligations have been incurred in reliance on the service agreement, the withdrawing party shall withdraw only upon satisfaction of those obligations or mutual written agreement regarding the process to satisfy the same.

The withdrawal provision of a municipal agreement with one municipality shall provide for at least 30 days' notice unless otherwise provided in the agreement.

The withdrawal provision of a municipal agreement with multiple municipalities shall provide for at least six months' notice prior to the beginning of a fiscal year unless otherwise provided in the agreement.

#### E. Multiple Agreements

Nothing within this section shall limit LCPC's ability to enter into contracts or agreements to provide services with other entities or governmental organizations, including those serving multiple municipalities, within or outside the LCPC Region. Any such contract requires the approval of all parties to the agreement.

DRAFT

**ATTACHMENT B**  
**Scope of Services for**  
**Employment of Regional Town Assessor**  
**Town Coordination Services**

LCPC Personnel and Town Coordination

- Serve as Employer for the Regional Town Assessor(s)
- The Regional Town Assessor will be a part time, limited service position at LCPC and will be subject to LCPC's policies and eligible for benefits as outlined in LCPC's personnel policy.
- Maintain all payroll records as required by law
- Work with TOWNS to ensure proper training is available and attained
- Offer a regular meeting schedule, such as monthly, for all parties to discuss performance, training status and workload demands.
- Will advertise and interview for the position. Resume reviews and interviews will include representatives from each town.
- The Employee will be paid an hourly rate between \$30 and \$35 an hour. LCPC will charge a rate between \$50 and \$60 to the towns. That formula is attached.
- Mileage will be paid to the employee consistent with GSA rates based on documentation provided by the employee to the Towns and approved and forwarded to LCPC by the TOWNS.
- **Municipal staff** will review timesheets biweekly and send approved timesheets to **LCPC Office Manager** no later than close of business the Monday after completion of the two weeks covered in the next pay period.
- LCPC will pay the regional assessor biweekly



Salt, Road Safety  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

Wednesday, October 19, 2022

Billing Information		Shipping Information	*Contact Information	
Account Number	1500010804	1500010804	Attn:	VALUED CUSTOMER
Name	JOHNSON TOWN OF	JOHNSON TOWN OF VT D8	Title	
Address 1	293 LOWER MAIN W	293 LOWER MAIN W	Phone	
P O Box	383		Fax	
City State Zip	JOHNSON, VT 05656-0383	JOHNSON, VT 05656-9635	Mobile	
County	LAMOILLE		e-mail	
<b>*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED, PLEASE NOTE THEM ON THE NEXT PAGE.</b>				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2022/2023 season.

**Price Basis Per Ton**

Product	DELIVERY	Estimated Tons	Terminal
100011135 - BULK DEICING SALT	\$91.00	610	SHELBURNE VT US CDT 1001
<b>THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.</b>			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

**TERMS AND CONDITIONS –**

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from October 19, 2022 through April 30, 2023. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2022, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

<b>Payment Terms</b>	NET 30	<b>Credit Limit</b>	ESTABLISHED
----------------------	--------	---------------------	-------------

*Payment terms & credit limits are subject to change.*

**Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.**

<b>Cargill, Incorporated</b> <b>Salt, Road Safety</b>  Amanda Knaus District Manager Amanda_Knaus@cargill.com 800-600-7258 - p 952-367-1482 - f	<b>Accepted</b>
	Signature:
	Name:
	Title:
	e-mail:



Deicing Technology Business  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

<b>Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.</b>				
<b>Billing Information</b>			<b>Shipping Information</b>	
<b>Name:</b>				
<b>DBA (if applicable)</b>				
<b>Address 1</b>				
<b>Address 2</b>				
<b>City State Zip</b>				
<b>County</b>				
<b>Attn:</b>				
<b>Phone</b>		<b>Fax</b>		<b>e-mail:</b>

<b>TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES</b>	
<p>1. <b>TERMS TO GOVERN.</b> The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.</p> <p>2. <b>TITLE/RISK OF LOSS.</b> Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.</p> <p>3. <b>PAYMENT AND CREDIT TERMS.</b> Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.</p> <p>4. <b>WARRANTY AND LIMITATION OF LIABILITY.</b> Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.</p> <p>5. <b>EXCLUSIVE REMEDY.</b> If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.</p> <p>6. <b>FORCE MAJEURE.</b> Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.</p>	<p>7. <b>INCREASES.</b> Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.</p> <p>8. <b>DELIVERY.</b> Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.</p> <p>9. <b>TERMINATION.</b> If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.</p> <p>10. <b>TAXES.</b> Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.</p> <p>11. <b>ASSIGNMENT.</b> The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.</p> <p>12. <b>FORWARD CONTRACT.</b> The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.</p> <p>13. <b>CONTRACT AMBIGUITIES.</b> The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.</p>



**Sold-To ("Purchaser"):**

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

**Date:** October 05, 2022  
**Document:** 194916  
**Tel:** 802-635-2611  
**Fax:**  
**Email:** tojadministrator@townofjohnson.com  
**Customer #:** H903534  
**Preferred:** Email

**Compass Minerals Canada Corp. (Seller) / Quotation for bulk de-icing salt**

Quantity (TN)	Delivery Location	Price per Tonnes (USD)	
610	Town of Johnson 663 Railroad Street Johnson, VT 05656 Destination #: H953768 Delivery Lead Time: 5 days	89.38	Deliver w/o/Equipment Depot: Ste Catherine Product: BULK HIGHWAY COARSE W/YPS (6615) Mode of Transport: DUMP (END OR BOTTOM) Distance: 161.9 Kilometers

Price(s) effective through Thursday, 31 Aug 2023 for the quantity listed above.

**Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form.**

Terms are NET 30 days from shipment with approved credit.

- \* This proposal is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Minimum 48 hours notice required for pick up or delivery. Requested dates and times cannot be guaranteed during peak periods or adverse weather conditions.
- \* Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- \* **Applicable taxes extra**

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Guylaine Gaudet  
Directrice des ventes  
Compass Minerals Canada Corp.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Please sign and return by fax to 866-722-1169 or by mail  
Order placement and inquiries Monday through Friday - 8:00 am to 4:00 pm.





390

338

334

350

503

459

429

427

426

412

426

WEIGHMAN FARM LN

17

270

JOHNSON

DUKES RD

180

178

185

337

309

304

300

289

115

120

233

230

47

125

3491

100C

VT ROUTE 100C

MOSS GARDEN RD

18

3681

100

36