

VILLAGE TRUSTEES MEETING NOTICE & AGENDA

Agenda

Date: Monday, January 09, 2023

Time 6:00 p.m.

Johnson Municipal Building upstairs located at 293 Lower Main West, Johnson VT

Masks are voluntary if attending the meeting in person. Please respect the personal choice of your neighbors.

If you want to participate in the meeting, please attend the meeting at Johnson Municipal Building. Village of Johnson is not responsible for technical difficulties with zoom.

Electronic Meeting via Zoom and Phone Call-In

Join Zoom Meeting

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

Meeting ID: 344 652 2544

Passcode: 15531

You can also join by phone by calling:

+1 646 558 8656 US

Agenda: Please note times are approximate.

6:00 p.m. Call to order

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

6:01 p.m. Review and Approve Minutes of Trustee Meetings

Joint Trustees-Selectboard Meeting November 9, 2022, Trustee Meeting on November 14, 2022,
Special Trustees Meeting December 2, 2022.

6:05 p.m. Treasurer's Report: Review and approve bills and warrants. Budget Status Report and any Action Items. Signatures needed

6:15 p.m. Members of the Public

6:20 p.m. Village Manager's Report and any action items

6:30 p.m. Water/Wastewater Report and action items

6:40 p.m. Electric/General Report and any action items

6:50 p.m. Fire Department Report and any action items

7:00 p.m. Any other discussion or action items

1. (D) Discuss each Trustees 2 ARPA funding ideas and a process to collect ideas from Village residents
2. (D.A.) Review and possibly pass the Draft Winter Sidewalk Maintenance Policy presented.
3. (D.A) Review and possibly adopt one of the draft Village Bereavement Leave Policies presented.
4. (D.A) Discuss and possibly act on revoking the contract to purchase the electric bucket truck from Lion Electric due to many delays and changes in the design and equipment by Lion. (Pending receipt of letter refunding our deposit)
5. (D) Discuss processes for documentation for employee / customer interactions.
6. (D) Discuss job audits and review
7. (D.A) Executive Session
as allowed by 1 V.S.A. § 313(a)(1) *The Trustees have made a specific finding that premature general public knowledge of Labor Relations agreement negotiations would clearly place the Village at a substantial disadvantage.*
8. (A) Possible vote to execute the 2023 Contract Bargaining Agreement with IBEW Local 300.

Other Business

Adjourn

The Village of Johnson WWTF, WTF
Monthly Chief Operator's Report
December 2022

1. Operational Status of Wastewater Plant and Callouts

- E-DMR and Wr-43 were submitted to the state
- Still working on the belt press rehab, we have done 2-3 solid runs with it and with a few more parts and some adjustments things are coming into place nicely with it
- E-Coli samples were done on time and well within limits
- Grit Channels were pumped and cleaned by wind river
- Dropped off old UV bulbs to the transfer station
- Worked on some rust mitigation on some piping in plant and have been painting and freshening pipes, stairs, in Sludge room, press room, and Influent area
- Blowers were serviced, complete with belt changes if needed and grease.

2. Operational status of Water Plant and Callouts

- Coliform samples were negative
- Tim and Erik did a walk around Sanitary Survey with Heather Collins from the state of Vermont, she will follow up with Erik on the results from that with any instructions issues or questions
- Pressure pumps were rotated at all meter houses in Katy Winn
- Both Tim and Luke took several continuing Ed classes for both water and waste water
- Luke and Tim spent some time on an alarm issue that was happening at clay hill booster station, after making some pressure adjustments on the panel, it seems to have cured the problem, and should not create any unnecessary call outs

Village of Johnson January 2023 Water & Light Report

Prepared by Troy Dolan

- Electric Dept.

The crew completed the following tasks:

Responded to an outage on Gould Hill Road on December 17th, which affected 21 customers. The cause was heavy wet snow. Power was restored in 2 hours.

Provided approximately 7 hours of mutual aid assistance to Hyde Park Water & Light on December 21st. This was related to the high wind event that caused outages in the Hyde Park service territory.

Worked with a contractor at 807 Foote Brook Road to install two new utility poles that are part of a line relocation project and also completed necessary right-of-way cutting at that location.

Responded to a call at 560 Route 15 West for a complaint of flickering lights. All connections on the Village's side of the service were replaced and this resolved the issue.

Began right-of-way cutting on Plot Road.

Repaired various street lights that were out in the Village.

Cleaned all di-electric tools.

Completed monthly meter reading, high/low checks, substation check, and dig safes

- Water/Sewer

The crew removed a manhole riser ring at 415 Railroad Street at the Town's request to resolve a road plowing issue.

Removed the cover at the Wescom/Osgood well as part of the State's Sanitary survey.

- General Department

Cleaned debris out of the cold spring after the high wind event on December 21-22.

Completed winter sidewalk maintenance as needed.

- Safety

The crew attended the December NEPPA safety meeting. The topic of the class was chain saw and chipper safety.

- Administrative

Troy completed the following administrative tasks:

Created two invoices for the most recent mutual aid assistance provided to Hyde Park Water & Light.

Reached out to Green Mountain Electrical Supply to obtain a status update on the line materials order that was placed in December.

Continued working on the 10-pole line relocation project planning on Clay Hill. I am in the process of putting together a cost estimate for that project.

Made arrangements with Alexander Tree Service to cut two large danger trees at 807 Foote Brook Road.

Placed an order with T&R Electric to restock the Village's transformer inventory. The expected date of delivery will be in approximately 40 weeks, which was a considerably shorter lead time than other entities I reached out to. Additionally, we were able to order dual voltage transformers, which will create a savings for the Village in the future.

Reached out to the Village's contact at Lion Electric multiple times regarding reimbursement of the Village's deposit on the electric bucket truck. At this time, Lion has indicated they will need formal cancellation of the order in writing before they will commit to returning the deposit. I also updated the Village's contact at the State for the grant regarding the status of the project.

Worked with a local contractor to answer questions about the process to connect a property to Village water.

Began reaching out to contractors to assist the Village with repairs to the R2 breaker at the substation. Currently, the control panel is not communicating with the breaker.

Made arrangements for the annual substation transformer oil testing.

Worked on monthly invoice coding.

Continued speaking with Nate daily to discuss scheduled work and answer any questions he has.

2018 Electric Accounts Write-Off

Account	Name	Service Location	Mailing Address	Mailing Address	Total
0202484-02	BEGIN, DIAMOND	34 VT RTE 15 W UNIT 1	149 Maple Run Lane	Stowe, VT 05672	\$ 25.47
0705905-03	BEGIN, JENNIFER	VT RTE 100C 0076 APT 1			\$ 41.61
0403464-06	CALDWELL, MILLARD	RIVERVIEW DR 0093 APT 04	4 Vt Rte 15W	Johnson, VT 05656	\$ 444.36
0404421-20	CORROW, MONICA	59 RAILROAD ST, APT 32	1070 Battle Row	Hyde Park, VT 05655	\$ 156.39
0404569-02	COSTELLO, ASHLEY	RAILROAD ST 058 APT 4	33 Pleasant Street	Johnson, VT 05656	\$ 495.38
0404461-06	LANGFORD, DENNIS	RAILROAD ST 0077 APT 5	3711 NORTH WOLCOTT	WOLCOTT, VT 05680	\$ 56.23
0100191-10	NOYES, DAMON	KATY WIN RD 0240 KW 6	PO Box 422	Johnson, VT 05656	\$ 326.83
0706830-02	RICHARD, CARA	HUNTER RD 0575			\$ 78.70
0504893-09	SCOTT, ZACHARY	SCHOOL ST 0014 APT 1	PO BOX 74	Johnson, VT 05656	164.52
0605683-16	TALLMAN, SHELBY	CLAY HILL 0413 APT 44	1566 N Hyde Park Rd	Hyde Park, VT 05655	\$ 66.64
0403522-09	WHITFIELD, MELISSA	93 Riverview Dr Apt 09			\$ 116.86
					\$ 1,972.99

Johnson Fire Department Report

Dec. 1 - Dec. 30, 2022

Calls:

JFD responded to 10 calls.

6 calls occurred during the daytime (6 am – 6 pm)

4 calls occurred during the nighttime (6 pm – 6 am)

The average duration was: 82 minutes

Nature:

Those calls were: 1 – automatic alarm, 1 – carbon monoxide alarm, 2 -medical assists, 3 – vehicle crashes, 1 – chimney fire, 1 – hazardous material, and 1 – mutual aid (carbon monoxide situation)

Staff:

The average number of firefighters that responded was: 12

Total hours of service was: 168

Other:

We have complete an above average call year, and all indications are that demand will continue moving forward.

Budget planning for 2023 is complete and was approved by the Board of Trustees at their Dec. 12th meeting. Correspondence and contract information has been distributed under separate cover to the pertinent Town's.

Respectfully submitted, Arjay West, Fire Chief



VILLAGE OF JOHNSON

FIRE DEPARTMENT

PO Box 603

Johnson, VT 05656

Phone: 802-635-2611

Fax: 802-635-2393

ebailey@townofjohnson.com

To: Johnson Select Board
From: Erik Bailey, Village Manager & Arjay West, Fire Chief
RE: 2023 Fire Service Contract
Date: December 22, 2022

Dear Johnson Select Board Members,

The Johnson Fire Department has completed budget planning for 2023. Along with the inflationary increases we are all experiencing, our largest hurdle was loss of income from Northern Vermont University. NVU has historically made a contribution in support of the Fire Department, and we've been notified that will terminate effective January 2023. This presents an uncomfortable gap in our budget. Cuts have been imposed to many line items for 2023, essentially creating a level budget, without requests for moderately large increases to the contract Towns we serve. It will take a couple of years for us to rebound from this loss, but we feel this is the responsible decision, and overall the function of the Department should remain steady. We continue to hold a priority of funding our two Capital Savings plans, as they are key elements of future stability.

We have replaced Rescue 2 with a smaller truck, and are preparing retro-fits to Rescue 3 to enhance safety for the firefighters, and increase its capabilities as a "utility vehicle".

We experienced an above average number of calls last year, and early indications are that will carry into 2023.

We have returned to a normal training schedule post-Covid. One training priority for the upcoming year is to finalize our Mayday process and RIT deployment, in the event of a downed firefighter. This will bring completion of different styles and methods we began practicing last summer.

The Town of Johnson's 2023 fire service contract will be \$ 97,911, a 3% increase: the amount of \$ 2,852. If you have any questions or concerns, please contact the Johnson Municipal Office at any method listed above.

Sincerely,

Erik Bailey, Village Manager

Arjay West, Fire Chief

**AGREEMENT FOR SERVICES BETWEEN
VILLAGE OF JOHNSON
AND
THE TOWN OF JOHNSON**

Articles of Agreement made and entered into by and between, the Village of Johnson hereinafter called the "Village" acting through its Trustees, and the Town of Johnson, Vermont hereinafter called the "Town", acting through its Selectboard.

WITNESSETH

Whereas, the Village of Johnson Volunteer Fire Department, henceforth the "Department", owns and operates firefighting equipment and apparatus and has the personnel and capacity to provide fire protection services to neighboring towns; and

Whereas, pursuant to the authority granted to Towns and Villages under 24 VSA, the Village Trustees and the Town of Johnson desire to enter into an agreement for the provision of fire protection services;

Furthermore, the parties acknowledge that the "Department" provides fire protection services to the Towns of Belvidere, Waterville, as well as the Village of Johnson and participates in Mutual Aid with other area departments.

Be it therefore resolved, in consideration of the mutual promises and covenants herein, the parties agree as follows:

- 1) The Department will provide fire protection services to the Town of Johnson and will respond to fire and emergency calls in the Town of Johnson. The provisions of fire protection services under this Agreement will be subject to the following exceptions: a) if accidents, conditions or circumstances otherwise beyond the control of the Department prohibit the Department from responding or b) in the event the Department is responding to a fire or emergency call for any entity other than the Town of Johnson. It shall be in the sole judgment of the Department's officers in charge as to whether or not it is prudent or reasonable for the Department to respond to the Town of Johnson's call. If it is not prudent or reasonable for the Department to respond, the Town of Johnson understands it may have to rely on Mutual Aid for primary fire protection or emergency calls while the Department is otherwise deployed.

As used above, the term "emergency calls" is intended to include activities directly related to responding to an active emergency situation. Requests for assistance that are not directly related to an active emergency situation are not considered "emergency calls." For instance, pre-planned public outreach, traffic control, or assistance to other municipal entities that is scheduled in advance is

not deemed an “emergency call.” Requests for assistance that are not an active emergency response should be documented in writing in advance along with the anticipated Fire Department charges for the assistance.

- 2) The fee for these services for the calendar year 2023 shall be \$97,911 This fee shall not cover any expenses for Mutual Aid for any other departments for fire or emergency calls. In the event that the parties continue this Agreement as provided for in Term 7, the parties agree and acknowledge that the fee for services may be subject to a yearly change. Notice of any increase in the fee shall be provided to the Town of Johnson on or before December 31st prior to the start of the next agreement year.
- 3) Fees shall be due and payable according to the following schedule; Payments for January 1-June 30 due on July 31, payments for July 1-September 30 due on September 30, and payments for October 1-December 31 due on December 31.
- 4) In order to limit both parties exposure to lawsuit and liability, the parties mutually agree to carry insurance covering, at a minimum, public officials and general liability, property, auto, workers comp, and casualty and to name the other party as an additional insured on their policy.
- 5) To the extent allowed by law, the Village of Johnson and the Town of Johnson shall each defend, save harmless, and indemnify the other (including its directors, officers, employees, agents and subsidiaries) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including but not limited to reasonable attorneys' fees), that are related to this Agreement and that are (i) caused by a negligent act or omission of the indemnifying party, its agents, employees or invitees, or (ii) sustained on or caused by equipment or facilities, or the use thereof, that the indemnifying party owns or controls. Notwithstanding the foregoing, the Village of Johnson and the Town of Johnson each shall be solely responsible for and shall bear all costs of claims by its own employees or contractors growing out of any workers' compensation law.
- 6) This agreement shall become effective upon execution and shall be binding on the parties for the term of the agreement, subject to voter approval of the 2023-2024 Town budget and the 2023 Village budget, respectively. The term of the agreement shall be January 1st to December 31st of any agreement year. If the 2023-2024 Town budget is not approved by the voters at the March 2023 Town Meeting, the Town shall inform the Village promptly of its intent to maintain or cancel the Fire Services contract effective June 30, 2023. Notice to cancel the contract must be provided at least 60 days prior to June 30, 2023; otherwise the contract for 2023 will remain in effect for the duration of the calendar year (2023) with all payments due as agreed to. In any event, the Town is responsible to pay for fire services provided by the Village from January 1, 2023 through June 30, 2023, which would be \$48,956.

If the 2023 Village budget is not approved by the voters at the April 2023 Village Meeting, the Village shall inform the Town promptly of its intent to maintain or cancel the Fire Services contract effective June 30, 2023. Notice to cancel the contract must be provided at least 60 days prior to June 30, 2023; otherwise the contract for 2023 will remain in effect for the duration of the calendar year (2023) with all services rendered as agreed to.

- 7) The agreement may be renewed from year to year in writing by both parties, stating any changes to the agreement or fees, and prior to December 31st of any agreement year. Written notification shall be provided by either party at least 60 days before expiration, of intent not to renew the agreement upon its expiration. Unless renewed or amended, this agreement shall expire on December 31st of any agreement year.
- 8) The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. With the exception of mutual aid agreement negotiated by the Fire Chief on behalf of the Village and Town, the Village of Johnson and Department are not authorized to enter into or commit the Town of Johnson to any agreements, and the Village of Johnson and Department shall not represent themselves as the agent or legal representative of the Town of Johnson. The Town of Johnson is not authorized to enter into or commit the Village of Johnson to any agreements, and the Town of Johnson shall not represent itself as the agent or legal representative of the Village of Johnson. The Town of Johnson shall not be liable for taxes, Workers' Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Village of Johnson or Department or any other person consulted or employed by the Village of Johnson or Department in performing Services under this Agreement. All such costs shall be the Village of Johnson and Department's responsibility. The Village of Johnson and Department's employees shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, or expenses other than as specifically provided for in this Agreement, and each party hereby expressly waives any claim, whether now known or not now known and any claim hereafter accruing against the other party arising out of the operation of any applicable workers' compensation law. The Town of Johnson's employees and agents shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, workers' compensation, or expenses related to the services covered by this Agreement.
- 9) This agreement may be amended in writing by and upon such terms and conditions as agreed to by both parties.

In the presence of:

_____ Date

_____ Date

In the presence of:

_____ Date

_____ Date

Village of Johnson by its Chair

Date: _____

Town of Johnson by its Chair

Date: _____



VILLAGE OF JOHNSON

FIRE DEPARTMENT

PO Box 603

Johnson, VT 05656

Phone: 802-635-2611

Fax: 802-635-2393

ebailey@townofjohnson.com

To: Waterville Select Board
From: Erik Bailey, Village Manager & Arjay West, Fire Chief
RE: 2023 Fire Service Contract
Date: December 22, 2022

Dear Waterville Select Board Members,

The Johnson Fire Department has completed budget planning for 2023. Along with the inflationary increases we are all experiencing, our largest hurdle was loss of income from Northern Vermont University. NVU has historically made a contribution in support of the Fire Department, and we've been notified that will terminate effective January 2023. This presents an uncomfortable gap in our budget. Cuts have been imposed to many line items for 2023, essentially creating a level budget, without requests for moderately large increases to the contract Towns we serve. It will take a couple of years for us to rebound from this loss, but we feel this is the responsible decision, and overall the function of the Department should remain steady. We continue to hold a priority of funding our two Capital Savings plans, as they are key elements of future stability.

We have replaced Rescue 2 with a smaller truck, and are preparing retro-fits to Rescue 3 to enhance safety for the firefighters, and increase its capabilities as a "utility vehicle".

We experienced an above average number of calls last year, and early indications are that will carry into 2023.

We have returned to a normal training schedule post-Covid. One training priority for the upcoming year is to finalize our Mayday process and RIT deployment, in the event of a downed firefighter. This will bring completion of different styles and methods we began practicing last summer.

The Town of Waterville's 2023 fire service contract will be \$ 23,669, a 3% increase: the amount of \$ 689. If you have any questions or concerns, please contact the Johnson Municipal Office at any method listed above.

Sincerely,

Erik Bailey, Village Manager

Arjay West, Fire Chief

**AGREEMENT FOR SERVICES BETWEEN
VILLAGE OF JOHNSON
AND
THE TOWN OF WATERVILLE**

Articles of Agreement made and entered into by and between, the Village of Johnson hereinafter called the "Village" acting through its Trustees, and the Town of Waterville, Vermont hereinafter called the "Town", acting through its Selectboard.

WITNESSETH

Whereas, the Village of Johnson Volunteer Fire Department, henceforth the "Department", owns and operates firefighting equipment and apparatus and has the personnel and capacity to provide fire protection services to neighboring towns; and

Whereas, pursuant to the authority granted to Towns and Villages under 24 VSA, the Village Trustees and the Town of Waterville desire to enter into an agreement for the provision of fire protection services;

Furthermore, the parties acknowledge that the "Department" provides fire protection services to the Towns of Belvidere, Waterville, as well as the Village of Johnson and participates in Mutual Aid with other area departments.

Be it therefore resolved, in consideration of the mutual promises and covenants herein, the parties agree as follows:

- 1) The Department will provide fire protection services to the Town of Waterville and will respond to fire and emergency calls in the Town of Waterville. The provisions of fire protection services under this Agreement will be subject to the following exceptions: a) if accidents, conditions or circumstances otherwise beyond the control of the Department prohibit the Department from responding or b) in the event the Department is responding to a fire or emergency call for any entity other than the Town of Waterville. It shall be in the sole judgment of the Department's officers in charge as to whether or not it is prudent or reasonable for the Department to respond to the Town of Waterville's call. If it is not prudent or reasonable for the Department to respond, the Town of Waterville understands it may have to rely on Mutual Aid for primary fire protection or emergency calls while the Department is otherwise deployed.

As used above, the term "emergency calls" is intended to include activities directly related to responding to an active emergency situation. Requests for assistance that are not directly related to an active emergency situation are not considered "emergency calls." For instance, pre-planned public outreach, traffic control, or assistance to other municipal entities that is scheduled in advance is

not deemed an “emergency call.” Requests for assistance that are not an active emergency response should be documented in writing in advance along with the anticipated Fire Department charges for the assistance.

- 2) The fee for these services for the calendar year 2023 shall be \$23,669 This fee shall not cover any expenses for Mutual Aid for any other departments for fire or emergency calls. In the event that the parties continue this Agreement as provided for in Term 7, the parties agree and acknowledge that the fee for services may be subject to a yearly change. Notice of any increase in the fee shall be provided to the Town of Waterville on or before December 31st prior to the start of the next agreement year.
- 3) Fees shall be due and payable according to the following schedule; Payments for January 1-June 30 due on July 31, payments for July 1-September 30 due on September 30, and payments for October 1-December 31 due on December 31.
- 4) In order to limit both parties exposure to lawsuit and liability, the parties mutually agree to carry insurance covering, at a minimum, public officials and general liability, property, auto, workers comp, and casualty and to name the other party as an additional insured on their policy.
- 5) To the extent allowed by law, the Village of Johnson and the Town of Waterville shall each defend, save harmless, and indemnify the other (including its directors, officers, employees, agents and subsidiaries) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including but not limited to reasonable attorneys' fees), that are related to this Agreement and that are (i) caused by a negligent act or omission of the indemnifying party, its agents, employees or invitees, or (ii) sustained on or caused by equipment or facilities, or the use thereof, that the indemnifying party owns or controls. Notwithstanding the foregoing, the Village of Johnson and the Town of Waterville each shall be solely responsible for and shall bear all costs of claims by its own employees or contractors growing out of any workers' compensation law.
- 6) This agreement shall become effective upon execution and shall be binding on the parties for the term of the agreement, subject to voter approval of the 2023-2024 Town budget and the 2023 Village budget, respectively. The term of the agreement shall be January 1st to December 31st of any agreement year. If the 2023-2024 Town budget is not approved by the voters at the March 2023 Town Meeting, the Town shall inform the Village promptly of its intent to maintain or cancel the Fire Services contract effective June 30, 2023. Notice to cancel the contract must be provided at least 60 days prior to June 30, 2023; otherwise the contract for 2023 will remain in effect for the duration of the calendar year (2023) with all payments due as agreed to. In any event, the Town is responsible to pay for fire services provided by the Village from January 1, 2023 through June 30, 2023, which would be \$11,385.

If the 2023 Village budget is not approved by the voters at the April 2023 Village Meeting, the Village shall inform the Town promptly of its intent to maintain or cancel the Fire Services contract effective June 30, 2023. Notice to cancel the contract must be provided at least 60 days prior to June 30, 2023; otherwise the contract for 2023 will remain in effect for the duration of the calendar year (2023) with all services rendered as agreed to.

- 7) The agreement may be renewed from year to year in writing by both parties, stating any changes to the agreement or fees, and prior to December 31st of any agreement year. Written notification shall be provided by either party at least 60 days before expiration, of intent not to renew the agreement upon its expiration. Unless renewed or amended, this agreement shall expire on December 31st of any agreement year.
- 8) The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. With the exception of mutual aid agreement negotiated by the Fire Chief on behalf of the Village and Town, the Village of Johnson and Department are not authorized to enter into or commit the Town of Waterville to any agreements, and the Village of Johnson and Department shall not represent themselves as the agent or legal representative of the Town of Waterville. The Town of Waterville is not authorized to enter into or commit the Village of Johnson to any agreements, and the Town of Waterville shall not represent itself as the agent or legal representative of the Village of Johnson. The Town of Waterville shall not be liable for taxes, Workers' Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Village of Johnson or Department or any other person consulted or employed by the Village of Johnson or Department in performing Services under this Agreement. All such costs shall be the Village of Johnson and Department's responsibility. The Village of Johnson and Department's employees shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, or expenses other than as specifically provided for in this Agreement, and each party hereby expressly waives any claim, whether now known or not now known and any claim hereafter accruing against the other party arising out of the operation of any applicable workers' compensation law. The Town of Waterville's employees and agents shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, workers' compensation, or expenses related to the services covered by this Agreement.
- 9) This agreement may be amended in writing by and upon such terms and conditions as agreed to by both parties.

In the presence of:

_____ Date

_____ Date

In the presence of:

_____ Date

_____ Date

Village of Johnson by its Chair

Date: _____

Town of Waterville by its Chair

Date: _____



VILLAGE OF JOHNSON

FIRE DEPARTMENT

PO Box 603

Johnson, VT 05656

Phone: 802-635-2611

Fax: 802-635-2393

ebailey@townofjohnson.com

To: Belvidere Select Board
From: Erik Bailey, Village Manager & Arjay West, Fire Chief
RE: 2023 Fire Service Contract
Date: December 22, 2022

Dear Belvidere Select Board Members,

The Johnson Fire Department has completed budget planning for 2023. Along with the inflationary increases we are all experiencing, our largest hurdle was loss of income from Northern Vermont University. NVU has historically made a contribution in support of the Fire Department, and we've been notified that will terminate effective January 2023. This presents an uncomfortable gap in our budget. Cuts have been imposed to many line items for 2023, essentially creating a level budget, without requests for moderately large increases to the contract Towns we serve. It will take a couple of years for us to rebound from this loss, but we feel this is the responsible decision, and overall the function of the Department should remain steady. We continue to hold a priority of funding our two Capital Savings plans, as they are key elements of future stability.

We have replaced Rescue 2 with a smaller truck, and are preparing retro-fits to Rescue 3 to enhance safety for the firefighters, and increase its capabilities as a "utility vehicle".

We experienced an above average number of calls last year, and early indications are that will carry into 2023.

We have returned to a normal training schedule post-Covid. One training priority for the upcoming year is to finalize our Mayday process and RIT deployment, in the event of a downed firefighter. This will bring completion of different styles and methods we began practicing last summer.

The Town of Belvidere's 2023 fire service contract will be \$ 15,246, a 3% increase: the amount of \$ 444. If you have any questions or concerns, please contact the Johnson Municipal Office at any method listed above.

Sincerely,



Erik Bailey, Village Manager



Arjay West, Fire Chief

**AGREEMENT FOR SERVICES BETWEEN
VILLAGE OF JOHNSON
AND
THE TOWN OF BELVIDERE**

Articles of Agreement made and entered into by and between, the Village of Johnson hereinafter called the "Village" acting through its Trustees, and the Town of Belvidere, Vermont hereinafter called the "Town", acting through its Selectboard.

WITNESSETH

Whereas, the Village of Johnson Volunteer Fire Department, henceforth the "Department", owns and operates firefighting equipment and apparatus and has the personnel and capacity to provide fire protection services to neighboring towns; and

Whereas, pursuant to the authority granted to Towns and Villages under 24 VSA, the Village Trustees and the Town of Belvidere desire to enter into an agreement for the provision of fire protection services;

Furthermore, the parties acknowledge that the "Department" provides fire protection services to the Towns of Belvidere, Belvidere, as well as the Village of Johnson and participates in Mutual Aid with other area departments.

Be it therefore resolved, in consideration of the mutual promises and covenants herein, the parties agree as follows:

- 1) The Department will provide fire protection services to the Town of Belvidere and will respond to fire and emergency calls in the Town of Belvidere. The provisions of fire protection services under this Agreement will be subject to the following exceptions: a) if accidents, conditions or circumstances otherwise beyond the control of the Department prohibit the Department from responding or b) in the event the Department is responding to a fire or emergency call for any entity other than the Town of Belvidere. It shall be in the sole judgment of the Department's officers in charge as to whether or not it is prudent or reasonable for the Department to respond to the Town of Belvidere's call. If it is not prudent or reasonable for the Department to respond, the Town of Belvidere understands it may have to rely on Mutual Aid for primary fire protection or emergency calls while the Department is otherwise deployed.

As used above, the term "emergency calls" is intended to include activities directly related to responding to an active emergency situation. Requests for assistance that are not directly related to an active emergency situation are not considered "emergency calls." For instance, pre-planned public outreach, traffic control, or assistance to other municipal entities that is scheduled in advance is

not deemed an “emergency call.” Requests for assistance that are not an active emergency response should be documented in writing in advance along with the anticipated Fire Department charges for the assistance.

- 2) The fee for these services for the calendar year 2023 shall be \$15,246 This fee shall not cover any expenses for Mutual Aid for any other departments for fire or emergency calls. In the event that the parties continue this Agreement as provided for in Term 7, the parties agree and acknowledge that the fee for services may be subject to a yearly change. Notice of any increase in the fee shall be provided to the Town of Belvidere on or before December 31st prior to the start of the next agreement year.
- 3) Fees shall be due and payable according to the following schedule; Payments for January 1-June 30 due on July 31, payments for July 1-September 30 due on September 30, and payments for October 1-December 31 due on December 31.
- 4) In order to limit both parties exposure to lawsuit and liability, the parties mutually agree to carry insurance covering, at a minimum, public officials and general liability, property, auto, workers comp, and casualty and to name the other party as an additional insured on their policy.
- 5) To the extent allowed by law, the Village of Johnson and the Town of Belvidere shall each defend, save harmless, and indemnify the other (including its directors, officers, employees, agents and subsidiaries) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including but not limited to reasonable attorneys' fees), that are related to this Agreement and that are (i) caused by a negligent act or omission of the indemnifying party, its agents, employees or invitees, or (ii) sustained on or caused by equipment or facilities, or the use thereof, that the indemnifying party owns or controls. Notwithstanding the foregoing, the Village of Johnson and the Town of Belvidere each shall be solely responsible for and shall bear all costs of claims by its own employees or contractors growing out of any workers' compensation law.
- 6) This agreement shall become effective upon execution and shall be binding on the parties for the term of the agreement, subject to voter approval of the 2023-2024 Town budget and the 2023 Village budget, respectively. The term of the agreement shall be January 1st to December 31st of any agreement year. If the 2023-2024 Town budget is not approved by the voters at the March 2023 Town Meeting, the Town shall inform the Village promptly of its intent to maintain or cancel the Fire Services contract effective June 30, 2023. Notice to cancel the contract must be provided at least 60 days prior to June 30, 2023; otherwise the contract for 2023 will remain in effect for the duration of the calendar year (2023) with all payments due as agreed to. In any event, the Town is responsible to pay for fire services provided by the Village from January 1, 2023 through June 30, 2023, which would be \$7,623.

If the 2023 Village budget is not approved by the voters at the April 2023 Village Meeting, the Village shall inform the Town promptly of its intent to maintain or cancel the Fire Services contract effective June 30, 2023. Notice to cancel the contract must be provided at least 60 days prior to June 30, 2023; otherwise the contract for 2023 will remain in effect for the duration of the calendar year (2023) with all services rendered as agreed to.

- 7) The agreement may be renewed from year to year in writing by both parties, stating any changes to the agreement or fees, and prior to December 31st of any agreement year. Written notification shall be provided by either party at least 60 days before expiration, of intent not to renew the agreement upon its expiration. Unless renewed or amended, this agreement shall expire on December 31st of any agreement year.
- 8) The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. With the exception of mutual aid agreement negotiated by the Fire Chief on behalf of the Village and Town, the Village of Johnson and Department are not authorized to enter into or commit the Town of Belvidere to any agreements, and the Village of Johnson and Department shall not represent themselves as the agent or legal representative of the Town of Belvidere. The Town of Belvidere is not authorized to enter into or commit the Village of Johnson to any agreements, and the Town of Belvidere shall not represent itself as the agent or legal representative of the Village of Johnson. The Town of Belvidere shall not be liable for taxes, Workers' Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Village of Johnson or Department or any other person consulted or employed by the Village of Johnson or Department in performing Services under this Agreement. All such costs shall be the Village of Johnson and Department's responsibility. The Village of Johnson and Department's employees shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, or expenses other than as specifically provided for in this Agreement, and each party hereby expressly waives any claim, whether now known or not now known and any claim hereafter accruing against the other party arising out of the operation of any applicable workers' compensation law. The Town of Belvidere's employees and agents shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, workers' compensation, or expenses related to the services covered by this Agreement.
- 9) This agreement may be amended in writing by and upon such terms and conditions as agreed to by both parties.

In the presence of:

_____ Date

_____ Date

In the presence of:

_____ Date

_____ Date

Village of Johnson by its Chair

Date: _____

Town of Belvidere by its Chair

Date: _____



Village of Johnson

Sidewalk Winter

Maintenance Policy

1. Purpose

The purpose of this policy is to outline an orderly, consistent, and fiscally responsible process to be used by the Board of trustees in determining during the winter months the standards under which the sidewalks will be maintained.

2. Policy Statement

The Village presently has approximately 5 miles of sidewalks. During the winter months, sidewalks and paths often become impassible because of the build-up of snow. The Village recognizes the need to clear sidewalks to provide for safe pedestrian access to essential services and schools. Reasonable efforts will be used to maintain municipal sidewalks.

3. Definitions:

- 3.1 Sidewalk - The term, sidewalk as used in this policy shall mean a walk or path used for public convenience and situated within the limits of a public right-of-way or easement owned by the Village of Johnson.
- 3.2 Winter maintenance - Shall mean the clearing of snow from the sidewalk or path.

4. Service Standards

Specific service standards are adopted as part of this policy. This will allow the Village to evaluate the effectiveness of the policy and undertake modifications as

needed.

- 4.1 Road clearing takes precedence over sidewalk clearing.
- 4.2 Sidewalk and path snow removal may be performed when snow is expected to accumulate during a snowfall event and remain afterward. Accumulations resulting from drifting and/or depositions resulting from public street snow removal operations will be removed as determined necessary by the Village. The Village will attempt to initiate all snow removal operations within 24 hours after the end of the storm, depending on the event and weather predictions. On weekends or holidays, 4" or less of snow may not be removed until the next business day to save on overtime.
- 4.3 The level of service will be limited to what can be provided by mechanical equipment. Due to the limitations of mechanical equipment and sidewalk irregularities, sidewalks may not be cleared or maintained to a dry pavement standard. No handwork will be performed by Village or contractual personnel. Sand and salt may be used to the degree needed by the Village or contractor.
- 4.4 Due to the limited service by mechanical equipment, the community is encouraged to assist with clearing snow from hydrants proximate to their home or community.
- 4.5 It is to be expected that snow can be plowed, blown, swept or dumped on public right-of-way and easements on either side of the sidewalk/trail as needed for the best efficiency of operation.
- 4.6 Reasonable attempt will be made not to deposit excessive snow in driveways and/or private sidewalks if it is operationally or mechanically controllable. However, the removal of any snow deposits that may result will be the responsibility of the adjacent property owner and/or occupant.
- 4.7 The Village will not be responsible for incidental damage to turf, driveways, irrigation systems, or any landscaping improvements located within public rights-of-way or easements. Any related repair will be the responsibility of the adjacent property owners and/or occupant.
- 4.8 If there are sidewalk obstructions, including but not limited to gas or oil fill caps, irregular sidewalks, and fences the Village encourages

community engagement in staking out the sensitive areas.

- 4.9 In order for the Village to perform snow removal operations, pathways must remain free of obstructions (i.e., vehicles, refuse containers, play equipment, implements, etc.) until the pathway snow clearing operation has been completed. If obstructions are encountered, the Village's operation may skip the affected property frontage and the subsequent removal will be the responsibility of the adjacent property owner and/ or occupant.

5. Procedures for Selecting Sidewalks

- 5.1 The Village presently provides winter maintenance to the entire ~5 miles of system of sidewalks and paths. Additional segments of sidewalk may be added in future years. The Village will evaluate the need and benefit to maintaining those segments with the same level of service standards.
- 5.2 The Board of Trustees may decide to limit the sections of the sidewalk system to be maintained each year.

Adopted this 9th day of January, 2023

Steven Hatfield, Chair

BJ Putvain, Vice Chair

Diane Lehouiller

Ken Tourangeau, Sr.

Lynda Hill

Bereavement Leave A:

Bereavement Leave In the case of the death of an immediate family member, an employee shall be entitled to five (5) days absence without loss of pay or other accrued time. In the case of the death of an extended family member, the immediate supervisor will, upon verbal request, grant up to two (2) days of paid absence to an employee to attend the funeral without loss of accrued time. An additional two (2) days may be granted if travel of more than one hundred fifty (150) miles is required following a request to the immediate supervisor with final approval the Village Manager. An employee holding a regular position scheduled for twenty (20) or more, but less than forty (40) hours per week shall receive pay only for the number of hours he / she is regularly scheduled to work during the days immediately following the death.

Bereavement B

BEREAVEMENT LEAVE

Employees may be provided with up to 5 paid bereavement leave days (pro-rated for part-time employees) related to the death of a close family member, domestic partner or member of an employee's household. The exact amount of time off depends upon the circumstances and subject to supervisor approval. For purposes of this Policy, "close family member" is defined as the following: spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt, uncle, niece, nephew, parent-in-law, or sibling-in-law.

If additional time off is needed, or if time off is needed for the funeral of a friend or a relative who is not included above, the Village Manager may grant, on a case-by-case basis, the use of a reasonable amount of accrued sick leave, if available, or unpaid leave, if unavailable. The amount of such time off, if approved, will depend upon the individual circumstances such as the distance to be traveled, closeness of the employee's relationship with the person who died or the employee's family, and the employee's level of responsibility in making funeral or other arrangements.

Paid bereavement leave does not accrue and thus, when not used, is not carried forward into the next year nor compensated upon separation from employment.

Bereavement C

BEREAVEMENT LEAVE Bereavement leave is available to an employee upon the death of his/her family and is offered on the regularly scheduled workdays immediately following the death. If a death occurs during an employee's scheduled vacation, additional vacation day(s) may be granted to make up for those used for bereavement leave. An employee may utilize sick bank or CTO to supplement bereavement leave.

- a. **Death of Spouse, Party to a Civil Union, Domestic Partner, or Child** Upon the death of an employee's spouse, party to a civil union, domestic partner, child, or stepchild, the employee may request and the Department Head or Village Manager may grant bereavement leave of up to ten (10) working days immediately following such death without loss of pay.
- b. **Death of Parent** Upon the death of an employee's parent, the employee may request and the Department Head or Village Manager may grant bereavement leave of up to five (5) working days immediately following such death without loss of pay.
- c. **Death of Immediate Family Member** Upon the death of an immediate family member not otherwise mentioned above (such as brother, sister, father-in-law or mother-in-law, parents of parties to a civil union or domestic partners, grandparent, grandchild), the Department Head or Village Manager may grant up to three (3) days leave with pay.
- d. **Other:** Upon the request of the employee, the Village Manager may grant up to one day leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned herein.

