

Town Administrator's Report

Date: Monday, April 17, 2023

Standing Items

6:30 Meeting kickoff

1. Call to Order & Additions or Adjustments to the Agenda (5 mins)
2. Review Invoices and Orders (5 mins)
3. Review and approve minutes of meeting past April 3rd 2023 (5 mins)
4. Selectboard issues/concerns (5 mins)

6:50 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:00 p.m. Public Works Supervisor/Highway Foreman Report

7:10 p.m. Review Planned Purchases

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

7:15 p.m. Committees and Volunteer Support

1. Guidance for Committees Seeking Public Works Assistance (20 minutes)

Committees and employees are seeking more guidance from the Selectboard on how to proceed with community projects that need time and labor from town employees.

2. Field Days Noise Waiver Request (5 minutes)

Field Days is seeking a noise waiver for the Field Days event on July 21, 22, and 23.

3. Lamoille FiberNet Appointments (10 minutes)

Charlotte Reber is stepping down from Lamoille FiberNet, and Paul Warden is willing to take her place as our voting representative. Jeff Bickford is also interested in joining to represent Johnson.

4. Library Insulation Update (10 minutes)

The Selectboard had approved the Library to engage with NP Foam for \$3,300. The estimate has drastically changed after another site inspection and is now coming back at \$20,472. The Library has room in their budget to accommodate the change, although it will delay some of the other planned maintenance.

8:00 p.m. Grants

5. Library Grant Application (10 minutes)

The Library is applying for a new grant.

6. Beautification Committee Mini-Grant Disbursement Approval (10 minutes)

The Beautification Committee needs the Selectboard approval to disburse the payments for their local mini-grants.

7. Conservation Commission Grant Application and ‘Bee the Change’ Project (5 minutes)

The Conservation Commission is applying for a grant and is separately proposing a ‘Bee the Change’ project.

8. Letters of Support for Small Business Grant Requests (10 minutes)

Gigi Beach and BJ Putvain have each requested letters of support for the Community Recovery and Resilience Program. The Town has previously supported the Lamoille Valley Bike Tours for the same program.

9. Northern Borders Regional Commission Infrastructure Grants (20 minutes)

A final review of the proposed Letter of Intent that must be submitted by April 21st.

10. Project Management Offer from LCPC for Road Maintenance Grants-in-Aid Program (10 minutes)

Lamoille County Planning Commission has offered to continue to administrate the Grants-in-Aid program for us. Previously, they were performing that service on behalf of the state and are willing to continue.

11. Request for Proposals for Public-Private Partnership Stormwater Construction Project (10 minutes)

The RFP for the stormwater infrastructure project in cooperation with the Vermont Electric Co-Op is ready for publication.

9:15 p.m. New items

12. Tax Map Maintenance Contract with Cartographic Associates, Inc (10 minutes)

The contract renewal with CAI is due.

13. Appointment of e911 Coordinator (5 minutes)

The annual appointment of the e911 Coordinator is ready. Justin Marsh is willing to serve in that role.

14. Adoption of Updated Local Emergency Management Plan (5 minutes)

The annual adoption of the LEMP is due.

9:35 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

15. Economic Development Round Table Discussion Planning (10 minutes)

The proposed meeting date is Wednesday, May 10 at 10:00AM. And further updates on the planning for the Economic Development Roundtable.

16. Continuing Town Administrator Search (15 minutes)

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

GENERAL INFORMATION ITEMS

Information Items:

1. CMAG: services offered
2. Vt Council Rural Development: re: request for support

Budget Items:

Legal Issues:

VLCT: PACIF

State/Federal Issues:

Administrator's Correspondence:

Workshops: MAP training (5 copies), VLCT Member Guide

Newsletters: Long Trail News Spring 2023

Brochures & Ads: Evolis Solution, Vermont Rural Fire Protection Task Force

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
Baseball Field Maintenance	Recreation	\$1,230	50-7-75-50.00	Facilities Maintenanc Attached

Estimate



Greg Fatigate
 PO BOX 515 Jeffersonville
 VT 05464

Date
4/3/2023

E: rabbittracksvt@gmail.com
C: (802) 999-5999
W: rabbittracksvt.com

Name / Address
Dean Johnson Recreation 293 Lower Main Street West, Vermont Johnson VT 05656

Estimate #	Project
47	

Description	Qty	Rate	Total
Address the following projects at Old Mill Park: *Spread topsoil on specific areas as directed by Town Recreation personel *Harley Rake running paths on both baseball fields. Small sod chunk removal and final smoothing with a drag behind screen to be taken care of by town/volunteer. *Harley Rake approx 3/4 mile walking path at the park. Compacting of the raked surface to be provided by equipment tracks best as possible *Town of Johnson to provide topsoil and trucking for topsoil. * Estimate based on "worst case scenario" where topsoil would need to be moved a long distance by contractor at the work site * Seed & Mulching to be provided by Town of Johnson *Estimate made in good faith. Additional cost may be incurred for "add-on" requests outside of the work described on this estimate.	7	100.00	700.00
Transport of 8000# Tracked Skid Steer to and from site	2.5	100.00	250.00
Transport of Harley Rake to and from Johnson Farm & Garden	1	100.00	100.00
One day rental of Harley Rake, Johnson Farm & Garden	1	180.00	180.00
		Total	\$1,230.00

JOHNSON MUNICIPAL OFFICES
OFFICE OF SELECTBOARD
P.O. Box 383
Johnson, Vt. 05656 802-635-2611
Fax 802-635-2393

REQUEST FOR WAIVER OF NOISE ORDINANCE
TOWN OF JOHNSON

As per Section 5 E. of the Town of Johnson Noise Ordinance I, LCFD Board of Directors
request a waiver of said Ordinance for the following event:

Lamoille County Field Days

Date of event: 7/21²³ Day of Week: Friday, Saturday Hours: 8:00 a.m. / p.m. to 11:30 a.m. (p.m.)

Organization: LCFD Board 2023 Responsible Person: LCFD Board of Directors Sunday 5:00 pm

Contact #: 802-635-7113 Mailing address: PO Box 357, Hyde Park, VT 05655

Please describe the event or request in detail and explain why waiver is needed:

3 day county fair includes midway rides
Animals including cattle & horses. Entertainment
including singers, jugglers, animals.
Tractor & Truck pulls.

Attendance through paid gate

July 21, 22, 23, 2023

Do not write below this line

Request approved: YES _____ WITH CONDITIONS: _____ DENIED: _____

CONDITIONS:

Selectboard Signatures:

Date approved ___/___/___

A RESOLUTION APPOINTING A REPRESENTATIVE TO THE GOVERNING BOARD OF THE LAMOILLE FIBERNET COMMUNICATIONS UNION DISTRICT

WHEREAS, as provided in section 3059 of 30 V.S.A. Chapter 82, the legislative body or each member town shall appoint annually on or before the last Monday in April a representative and one or more alternates to the Governing Board of the District,

NOW, THEREFORE, BE IT RESOLVED THAT:

The Selectboard of the Town of Johnson hereby appoints the following representative and one or more alternates to the Governing Board of the Lamoille FiberNet Communications Union District:

Representative: _____

Alternate: _____

Alternate: _____

Adopted at a regular meeting of the Selectboard of the Town of _____ duly held on the ____ day of _____ 2023 .

ATTEST: _____
Selectboard Chair

Town Clerk

Date

NP Foam, LLC.



Jasmine Yuris

Johnson Public Library
7 Library st
Johnson, VT 05656

Quote #2582

From NP Foam, LLC.
(802) 673-6795
office@npfoam.com
www.npfoam.com
77 VT Route 58E
Irasburg, VT 05845

Bill To Johnson Public Library
7 Library st
Johnson, VT 05656

Sent On 03/17/2023

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
17.61 Demo/ Airseal/ loosefill to R60	For the removal of cellulose, damming up soffits and proper venting if necessary and air sealing attic floor with 1" Closed Cell Foam and the balance of R60 in loose fill. As well as blowing cellulose down walls to fill remaining cavity.	1	\$15,000.00	\$15,000.00*
17.10 Closed Cell Foam	Material and Labor to install an average R25 Closed Cell Foam to basement rim joist and back walkout wall of basement. As well temporarily removing paneling and ceiling tiles from activities room in order to insulate bottom half of wall and rim joist.	1	\$5,472.00	\$5,472.00*
17.10 Closed Cell Foam	Material and Labor to install an average R21 Closed Cell Foam to top 5 feet of front and two sides walls of basement. As well as thermal barrier paint to all exposed foam.	1	\$3,850.00	\$3,850.00*
17.10 Closed Cell Foam	Material and Labor to install an average R21 Closed Cell Foam to bottom remainder of basement wall. As well as thermal barrier paint to all exposed foam.	1	\$2,533.00	\$2,533.00*



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PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Please Note	<p>Please be advised:</p> <ul style="list-style-type: none"> - By Code foam Insulation that will be left exposed must be covered with a 15 minute thermal barrier in all easily accessible areas. - When sealing up a structure, it is necessary to install adequate ventilation to control moisture. - While foam insulation is being installed, no other contractors will be allowed to be working in the building during and for 12 hours after the spraying has ended. Non construction related occupants must be out of the building during and for 24 hours after the spraying has ended. Any people in the building must be wearing a NIOSH approved full face respirator with organic vapor cartridges and particulate filters. - While spraying foam there will be overspray and overspray can travel a long distance. While Spraying foam inside a structure, foam overspray can even occur outside or vice versa from building openings and cracks in structure. Owner and/or contractor is responsible for moving tools and belongings out of the way and cover to protect from overspray. - Foam thickness is sprayed to achieve an average depth only: variances of plus or minus 1/2 inch is acceptable. - We highly recommend to air-seal structures with a good quality caulk or can foam between plates and studs, around windows, and gaps that are too small to spray foam into. We can do this service for an added cost if asked. - Please have your heating equipment serviced by a licensed professional and your carbon monoxide detectors maintained and in place per manufacturers instructions. - Please Note: There may be Efficiency VT rebates available for your project. Northern Precision Foam does not facilitate your rebate nor are they responsible for you to obtain your rebate. Upon request we can give you contact information to the third party auditor that we work with. <p>In order to qualify for those rebates a blower door test must be done before any work is performed.</p> <ul style="list-style-type: none"> -Additional fees contingent upon no other arrangements were made but are as followed: -Unless other arrangements were made, if the project site is not sufficiently emptied of contents in order that the NP foam crew can work efficiently in the area in which they are working, then upon NP Foam and customer agreement, we will either charge 100\$ per hour to move contents with a min charge of 1 hour per worker OR leave the job resulting in an additional minimum trip charge of 250\$ and then return to job as schedule allows after owners move contents. -Unless other arrangements were made, if the project space is not adequately heated with dry heat, NP Foam will charge 50\$ per day for an indirect heater plus 			

NP Foam, LLC.



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A deposit of \$6,141.60 will be required to begin.

Total

\$20,472.00

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Organization: Johnson Public Library

Contact: Jeanne Engel, Librarian – johnsonpubliclibraryvt@gmail.com

Who is asking (committee/commission/biz)?

Johnson Public Library

What is the grant and who is providing the grant?

The Vermont Department of Libraries' \$10M for Public Facilities Preservation Initiative Grants to be available for the state's small, rural public libraries is administered by the U.S. Department of Housing and Urban Development (HUD) through their FY2023 Economic Initiative Community Project Funding program. **Goal:** To provide resources to address repair and mitigation needs in small, rural public libraries that also serve as community meeting spaces and public facilities, with a focus on economically depressed areas.

What is the deadline for submission?

The grant application is due in the fall 2023

What are you asking for?

At this point the VDOL has asked libraries for a needs assessment which has been submitted. The library trustee board has identified several projects that we would like to apply for. No action is required by the selectboard at this time. The intent is to let the selectboard know that there is a grant the library trustees will be applying for and that projects have been identified by the library trustee board. At the time of application we will ask the selectboard for a letter of support.

What is the purpose of/how will you use the grant?

The VDOL does not know yet how much will be granted to libraries but they told us to think big! Once they decide these projects will need to be prioritized.

- Installing mini split system heat pumps, estimate \$11, 000.00
- Installing ADA automatic doors, estimate \$12,000
- Replacement of 11 basement windows (for energy efficiency and flood mitigation), estimate \$17,000
- Attic, wall insulation, estimate \$20,500
- Purchasing mobile bookshelves to optimize on floor space for programing, estimate \$9,000
- Window inserts for upstairs historic windows, estimate \$9,000
- Move indoor staircase (presently access is in the only bathroom), estimate \$20,000
- Replace eroded and partially collapsed sewage line from library to main line, estimate \$6,000

Is there any required match or contribution? How will you meet that?

There is no match.

Mini Grant Applications

- Historical Society, \$200 for mulch, hanging flowers, and porchlight

The Committee would recommend making the mulch and flowers the priority projects with the grant

- Jenna's Café, \$200 for flowers, plants, landscaping

Committee approved application as is

- Lamoille Housing Partnership and Tess Milner, \$200 for community project to build pollinator garden at the property entrance.

The application requested consultation with the Committee; however, the Committee agreed that the idea was wonderful and there was no need to consult regarding project management and work quality and will recommend that they do their own research for this. Application approved by the Committee

- Diana Osborne, \$200 for casting seeds in town and covering graffiti on rocks at Prospect Rock trial parking lot

The Committee did not approve the casting seeds portion of the application due to the low likelihood of flowers growing from that process. Committee approved \$100 grant for purchasing supplies to create a moss "paint" to cover the rocks at Prospect Rock with a natural covering.

- Dee Lehouiller, \$100 for flowers at the community pizza oven

Committee approved renewed application from previous year due to success of these flowers last year.

Organization: Johnson Conservation Commission

Contact: Lois Frey, Chair – volunteerlois7263@gmail.com

Who is asking (committee/commission/biz)?

Johnson Conservation Commission

What is the grant and who is providing the grant?

A Tiny Grant provided by the Association of Conservation Commissions.

What is the deadline for submission?

March 31, 2023 by 5 pm.

What are you asking for? (For example, do you need the board's approval or letter of support from the board?)

No support letter needed but the board's approval following standard operating procedures. \$600 from the grant and \$200 from the JCCs budget plus in-kind provided by JCC members.

What is the purpose of/how will you use the grant? Provide as much detail as possible.

Hire a videographer to create a promotional film (2-3 minutes) of the Arboretum, the town's newest community resource.

Is there any required match or contribution? How will you meet that?

The JCC proposal is for \$1,100 with the AVCC funding request of \$600 and \$200 from the JCC budget (communications) and \$300 of in-kind contributions of time provided by commission members.

Organization: Johnson Conservation Commission

Contact: Lois Frey, Chair – volunteerlois7263@gmail.com

Who is asking (committee/commission/biz)?

Johnson Conservation Commission

What is the grant and who is providing the grant?

Collaboration with the organization, Bee the Change, VT

What is the deadline for submission?

No deadline but would like to coordinate our project with one in Cambridge for Spring 2023 planting.

What are you asking for? (For example, do you need the board's approval or letter of support from the board?)

Board's approval only.

What is the purpose of/how will you use the grant?

Provide as much detail as possible. Bee the Change will create a one acre, native wildflower garden on parcel #336-104-11589 (along Wescom Road.)

Is there any required match or contribution? How will you meet that?

No match; however members of the Conservation Commission will provide advisory assistance and some volunteer time.

Organization: The Little Curio Shoppe

Contact: GiGi Beach, Curiator – gigiinvnt@hotmail.com

Who is asking?

GiGi Beach, Curiator of The Little Curio Shoppe.

Who is providing the grant?

The grant being applied for is Community Recovery and Revitalization Program (CRRP).

What is the deadline for submission?

The application deadline is as soon as possible.

What are you asking for? For example, do you need the board's approval or letter of support from the board?

I am requesting a letter of support from the Selectboard per the requirement of the grant application.

What is the purpose of the grant? Provide as much detail as possible.

The Shoppe is applying for grant funds to modify and pave the parking area, install a wrought iron rail that will be used as a bike rack able to hold up to 20 bikes, signage at 264 Railroad Street, at the Rail Trail crossing on Railroad Street, and on Main Street in Johnson Village.

Is there any required match or contribution? How will you meet that?

There is no matching requirement.

For non-town committee requests, please describe why your project is of general benefit to the community.

The Little Curio Shoppe will be located at 264 Railroad Street, a June, 2023 opening is planned. Currently, the half mile from the Rail Trail Trailhead to Johnson Village is pretty uninviting. It is my goal for The Shoppe to entice and encourage people to take the time to leave the trail and explore Johnson. The Shoppe will offer curiosities, local artist creations, creemees, and a bike rack providing safe and secure bike storage for Rail Trail visitors while they can comfortably walk into the Village. The Shoppe hopes to draw sufficient guests to be able to hire one additional staff at least during the summer months.

Organization: Green Mountain Mobile Blasting and Powder Coating

Contact: BJ Putvain, Owner – gmpowdercoating@gmail.com

Who is asking (committee/commission/biz)?

Green Mountain Mobile Blasting and Powder Coating (BJ Putvain, Owner)

What is the grant and who is providing the grant?

The Community Recovery and Revitalization Grant is being offered through the state of Vermont.

What is the deadline for submission?

There is no deadline for the CRRP application; it is a rolling application process, however we would like to submit our application as soon as possible

What are you asking for? (For example, do you need the board's approval or letter of support from the board?)

The application requires a letter of support from the Selectboard

What is the purpose of/how will you use the grant? Provide as much detail as possible.

The grant is for capital improvements for small businesses. We will use it to improve the parking area at our workshop, upgrade heating and ventilation in our shop which will allow for year-round productivity, add new signage and purchase a new blasting system.

Is there any required match or contribution? How will you meet that?

This grant does not require matching funds.

For **non-town** committee/commission requests, please describe why your project is of general benefit to the community.

Our company offers discounts for customers who donate to our local food shelf, the company donates time and equipment to municipal projects, sponsors our local recreation and small business organizations, we buy local equipment/tools/supplies when possible, offer charitable donations to our community organizations, offer apprenticeship hours to local students, do giveaways for community members, create instructional videos for social media followers and volunteer as local elected officials.

Project Summary

The Town of Johnson is seeking funding to provide infrastructure for a proposed light industrial park. To develop the site the Town will create a road to provide physical access to the interior of a parcel of land already purchased by the town. Additionally, the project will include developing water, sewer, stormwater, and utilities along the road to enable the rapid development of the park. The location of the park is within the village limits and the utilities available make it unique and competitive to other industrial park locations in the region. Once access and infrastructure is in place the town will seek partners to develop lots within the parcel as described in a 2010 study by Ruggiano Engineering (updated in 2023 by Mumley Engineering). The development of the infrastructure to support the light industrial park will provide the town with space for new and expanding businesses.

Johnson is an economically depressed rural community. Our 3,491 residents make well below the county, state, or national median income (\$47,717 compared to \$66,016, \$72,431, and \$69,717 median annual income respectively according to the 2021 American Community Survey). Johnson's unemployment rate (8%) is nearly double that of the Vermont as a whole (4.2%) and exceeds the national average of 5.5%. The depressed economic statistics of the Town of Johnson has led it to being designated by the Federal Government as an Opportunity Zone to encourage investment in the community.

Johnson has also suffered from the impacts caused by climate change. Increased risk of limits growth opportunities and past flood events have caused major disruptions to the Village. Major flood events currently disrupt two major sources of employment for Johnson residents – service-based businesses located in the Village Center or traveling to employment in other communities. The proposed project will enable the community to diversify its economic base while creating local employment opportunities in a less vulnerable, risk informed location. Many existing businesses, including the Sterling Market (the area's only supermarket), suffer financial losses due to temporary closures and loss of stock. In fact, the prior supermarket closed as a result of flooding in Spring 2011.

The Johnson community is aware of their risk exposure due to depressed economic conditions and limited growth opportunities. Economic Development and Flood Resiliency are established policy goals of Johnson Municipal Plan. The plan requires that Johnson seek "Establishment of a business/commercial/light industrial park of appropriate scale and design..." and "...will plan for new development in safer areas with appropriate infrastructure..."

Johnson had commissioned Ruggiano Engineering to create a feasibility study with engineering on preliminary permitting in 2010. Johnson has currently engaged with Mumley Engineering to update the plan and permitting. We have coordinated with local partners in the Lamoille Economic Development Corporation and Lamoille County Planning Commission for the past several years to be ready for the start of construction.

Statement of Need

With two-thirds of Johnson's existing commercial and industrial properties located within the 100-year floodplain, it is one of the most flood vulnerable communities in Lamoille County. Johnson has suffered numerous floods and those flood events have caused major disruptions to the Village. Many existing businesses, including the Sterling Market (the community's only supermarket), suffered financial losses due to temporary closures and loss of stock.

Beyond the borders of Johnson, there is a significant need to create shovel ready land for industrial development which is both in proximity to existing electrical, sewer, and water utilities and located outside the floodplain. The location of the proposed Industrial Park is one of the only parcels in the entire community that fits both criteria.

Outcomes

The development plan completed by Ruggiano Engineering for the light industrial park has been designed to support a minimum of 5 commercial lots with 51,600 square feet of developed space when the property is fully built out. Working with private investment partners we plan to develop 1 lot of light industrial space in the first 3 years. Using information provided by the Lamoille Economic Development Corporation from the Institute of Transportation Engineers, we can estimate the capacity of jobs at each finished lot. Completion of the first lot will provide an estimated 9,600 square feet of developed space and capacity for 20 jobs. By year 6 we plan to develop 2 additional lots, providing an estimated 17,400 square feet and the capacity for 37 jobs. We would like the remaining two lots completed by year 9, providing an estimated 24,600 square feet of developed space and the capacity for 53 more jobs.

Partners and Qualifications

Key partners on this project have been the Lamoille Economic Development Corporation (LEDC) and the Lamoille County Planning Commission (LCPC). They have both supported Johnson's efforts into developing this project for a long time. LEDC paid for a marketing study in 2012 to identify the industries that may be interested in the park once developed. The development of this park has remained a key in their planning for Lamoille County. LCPC has been a key partner in planning and identifying financing options for the project.

The project has also been identified by the Northern Vermont Economic Development District as being in alignment with their Comprehensive Economic Development Strategy goals.

Budget

The budget for our project will be \$1,000,000. The project is very modular and scalable, so our plan is to develop as much road and infrastructure as we can get for our award. For that cost we will be able to build an estimated 550 feet of road and associated infrastructure. In our engineering study that would open up 3 lots for development.

Our plan is for \$500,000 of NBRC funding and matching that with \$300,000 of ARPA funds, \$50,000 of funds borrowed from the Town of Johnson Revolving Loan Fund, \$50,000 of in kind

contribution from Johnson Public Works Employees, and \$100,000 of general funds from the Town.

AGREEMENT FOR LOCAL PROJECT MANAGER SERVICES
by and between the
TOWN OF JOHNSON VERMONT
and the
LAMOILLE COUNTY PLANNING COMMISSION

The Town of Johnson (TOWN) has entered an agreement with the Vermont Agency of Transportation (VTRANS) to implement road improvements to comply with the Municipal Roads General Permit (MRGP). This project is funded in part by an agreement with VTRANS, which stipulates that all aspects of the project must conform to federal and state regulations. The TOWN has agreed to LCPC providing Project Manager Services to fulfill the responsibilities for local project management.

I. AGREEMENT FOR SERVICES

- A. It is agreed by and between the TOWN and LCPC that the LCPC shall act as the TOWN's Local Project Manager for project planning and project management as outlined in Attachment A: Scope of Work for Local Project Manager Services.
- B. This agreement consists of the body and the following attachments that are incorporated herein:

Attachment A: Scope of Work for Local Project Manager Services
Attachment B: Grant Agreement #GA0343 between TOWN and State of VT

II. GENERAL TERMS AND CONDITIONS

- A. The work and services performed under this Agreement are described in Attachment A. The TOWN agrees to pay LCPC for services provided under this agreement. Attachment B is the agreement between TOWN and the State of Vermont with a maximum reimbursement amount of \$1,500 for project management support. LCPC will provide an invoice to the TOWN at the conclusion of the project support.
- B. The period of performance under this Agreement shall commence on **April 15, 2023, and run through September 30, 2023**, unless otherwise amended.
- C. Ownership of all materials produced under this agreement shall remain with the TOWN and LCPC.
- D. Changes, modifications, or amendments in the terms, conditions, and fees of this Agreement shall be written and signed by the duly authorized representatives of the LCPC and the TOWN.
- E. The parties agree that the LCPC, and any agents and employees of the LCPC shall act in an independent capacity and not as officers or employees of the TOWN.
- F. The TOWN, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed under this Agreement.

- G. Reasonable extensions of time for completing the work may be granted in writing by the TOWN, if the LCPC can demonstrate that it was unavoidably delayed by circumstances beyond its control. In no case will an extension of time be granted beyond that allowed by the LCPC's agreement with the Agency of Transportation.
- H. Each party shall appoint one person as the principal contact for this project. The TOWN contact is Jason Whitehill, Town Road Foreman. The LCPC contact is Robert Moore, Senior Transportation Planner.
- I. If through any cause, the LCPC shall fail to fulfill in a timely and proper manner its obligations under this Agreement the TOWN shall have the right to terminate this Agreement by giving written notice to the LCPC and specifying the effective date thereof, at least thirty days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the LCPC by the TOWN.

III. OBLIGATIONS OF THE LCPC

- A. The LCPC will work with and be responsible to the Town Selectboard in providing the services specified in Attachment A.
- B. The 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. The LCPC shall invoice the TOWN once, at the conclusion of the project.
- D. LCPC shall review any work contracted with third parties by the LCPC under this agreement for conformance with statutory and regulatory requirements. Written comments and recommendations will be submitted to the LCPC by the TOWN as needed.
- E. All statutory and regulatory requirements under Vermont law in effect at the time will be observed by the LCPC and any third party hired by the LCPC.

IV. OBLIGATIONS OF THE TOWN

- A. In consideration of the services to be provided by the LCPC, the TOWN agrees to pay LCPC in accordance with the provisions of Section II.B. Invoices shall be payable to the LCPC within 60 days following delivery of all final products under this Agreement and/or receipt of the invoice.
- B. The TOWN agrees to organize and sponsor meetings with LCPC as necessary to review various reports or drafts as called for in the attached Scope of Work. The meeting schedule and structure shall be coordinated with the TOWN through its contact person.
- C. The TOWN agrees to make available to the LCPC at TOWN expense if any: relevant information, data, reports, plans, bylaws or ordinances as requested. All materials belonging to the TOWN will be returned.
- D. The TOWN agrees to cooperate with and administratively assist the LCPC without charge in carrying out planning tasks. This shall include but not be limited to:

- (1) assisting in the verification of documents and information; and
- (2) holding the LCPC and its staff, officers, and directors harmless for any liabilities resulting from inaccuracies in information provided by the TOWN.

E. The TOWN agrees to review the draft(s) delivered by the LCPC for final editing and production to satisfy this project.

In witness whereof, the TOWN 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 JOHNSON:

(Authorized Representative Signature)

Date: _____

(Print Name and Title)
Town of Johnson Vermont

ATTACHMENT A

Scope of Work for Local Project Manager Services

Project Coordination

- provide support to the TOWN as authorized under grant #GA0343, including but not limited to: project selection and definition; pre- and post-construction inventory and reporting to the State
- act as liaison between the TOWN, VTRANS, consultants and/or contractors as necessary
- provide guidance and support for TOWN adherence to federal and state rules and regulations
- keep a master project file, to become the possession of the TOWN once the project is completed
- review products with TOWN staff and, to the extent possible explore design options to improve constructability, reduce costs and expedite construction
- present final report to the TOWN
- conduct the work described in the following tasks:

Task 1. Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.

Task 2. Ensure and obtain written authorization to proceed from VTrans prior to beginning BMP implementation.

Task 3. Provide guidance in accordance with MRGP requirements for the Town to construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.

Task 4. Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. LCPC's post construction inspection will include photo documentation of at least 1 picture per segment. LCPC will notify the Town of any deficiencies in the work and/or work not eligible for reimbursement in regards to MRGP compliance prior to submitting request for reimbursement to VTrans.

Task 5. Compile and submit Request for Reimbursement on behalf of the Town to VTrans, in accordance with all VTrans requirements. LCPC will provide prior certification that the repaired road segments are fully compliant with the MRGP as required by VTrans. Town will provide all required back up information to LCPC including but not limited to: Town Staff timesheets, appropriate documentation of equipment and materials used, invoices from vendors and/or contractors, and documentation of other reimbursable expenses. Town will provide any signatures required for reimbursement, after Town review and approval of the reimbursement request package, and prior to submitting the reimbursement request to VTrans.



LETTER OF INTENT TO PARTICIPATE IN THE SFY24 MUNICIPAL ROADS GRANTS-IN-AID PROGRAM

We, the Legislative Body of the Municipality of _____ certify that the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by September 30, 2024.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Refer to the Vermont Department of Environmental Conservation (DEC) map layer for *hydrologically connected* municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Prior to construction of the BMPs, **receive Construction Authorization from VTrans** to verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a Clean Water Project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Complete all reporting and invoicing requirements using the VTrans requested format.
- Submit all Performance Reports and Request reimbursement no later than 12/30/2024 (90 days from end of grant period).
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app and certify during the request for reimbursement, that the repaired road segments are “fully compliant” with MRGP.

(Duly Authorized Representatives) Date: _____

Municipality: _____

Primary Contact Name: _____

Address: _____
Street AddressTownZip

Email: _____ Phone: _____

Town Clerk (2nd contact): _____ Email: _____

Unique Entity Identifier (SAM #) #: _____ Fiscal Year End Month (MM): _____

Note: Primary Contact is responsible for grant execution on Town’s behalf, Secondary Contact must be Town Clerk.

This form must be submitted via email by May 5th, 2023 to indicate participation.

Return signed Letter of Intent to: VTrans Municipal Roads Grants-in-Aid Program, c/o VTrans Municipal Assistance Program, via email: Grantsinaid@vermont.gov

TOWN OF
JOHNSON
VERMONT

REQUEST FOR PROPOSAL
Public-Private Partnership Project Construction – Johnson- VT Electric Coop

Town of Johnson
293 Lower Main West (physical address)
P.O. Box 383 (mailing address)
Johnson, Vermont 05656
802-635-2611
tojadministrator@townofjohnson.com

I. INTRODUCTION

A. ABOUT THE TOWN OF JOHNSON.

Johnson, Vermont is a rural town situated in the central part of Lamoille County, at the confluence of the Gihon and Lamoille rivers with an elevation of 531 feet. Despite being within the commuting distance of Burlington and Montpelier, a substantial portion of the town's residents live and work within Johnson itself. Johnson's estimated population is 3,446. Johnson State College and Johnson Woolen Mills are located in the town which also has a rich farming tradition.

The Town of Johnson is an Equal Employment Opportunity/Affirmative Action employer. All bidders are expected to comply with all applicable equal employment opportunity laws and statutes. The Town of Johnson welcomes and encourages participation in this bid process by women- and minority-owned businesses.

II. INFORMATION ABOUT THIS RFP

A. OBJECTIVE

The Town of Johnson solicits an engineering design proposal from qualified firms to provide a design for construction of a stormwater treatment system meeting the requirements of the 2017 Vermont Stormwater Management Manual and General Permit 3-9050. The project is to provide stormwater treatment for the Vermont Electric Cooperative 3-acre site at 42 Wescom Road, and for a future Town of Johnson industrial park that will be located across Rte. 15. Refer to Exhibit A "Statement of Work"

Proposals must be received by the Town of Johnson at the address set forth in Paragraph B.4. no later than 4:00 PM Eastern Time on May 15, 2023. Proposals received after this date and time will not be considered.

B. INSTRUCTIONS

1. Bidders desiring to respond to this RFP are required to do so in accordance with the instructions and format contained herein. Bidders are required to complete all sections that require a response. Any response to this RFP that is incomplete may be disqualified.
2. Your proposal to this RFP must include the following:
 - a) Detailed response to the Statement of Work
 - b) Price terms

3. Proposals must be submitted for the full scope of work described in this RFP. In the event a bid is submitted that does not fully comply, bidder should provide a detailed description of all exceptions and proposed alternates.
4. Proposals should be submitted via email to tojadministrator@townofjohnson.com and jvarney@vermontelectric.coop
5. All questions are to be directed in writing via email to the individuals at the addresses above. The answers will be sent to all potential bidders simultaneously via email
6. Bidder should identify the personnel who will be assigned to the Project and include their qualifications. Bidder may not remove or substitute key personnel identified by bidder in response to this document without prior notification to the Town of Johnson.
7. Bidder shall identify all work or activities that it proposes to be performed by others. Bidder shall describe how it will control work performed by others to ensure performance in accordance with the project schedule.
8. Each bid shall be signed on behalf of the entity submitting it by a person legally authorized to bind the entity. Upon request, bidder should furnish satisfactory evidence of the authority of any signatory.
9. Bidder's offer must be firm for a period of ninety (90) days from the date responses are due.
10. A site visit at the VEC location may be requested by the bidder. The offer of a site visit will be extended to all bidders.

C. ADDITIONAL INFORMATION AND REQUIREMENTS

1. The Town of Johnson will evaluate proposals based on the following criteria -- not necessarily in this order:
 - a) total cost to the Town of Johnson.
 - b) sufficient capabilities to meet the Town of Johnson's requirements.
 - c) quality in every aspect of service.
 - d) three references.
2. The Town of Johnson is not obligated to accept any proposal nor the least expensive from among the proposals submitted and may, at its sole option, award one or more contracts. The Town of Johnson may accept or reject, without consideration, proposals that are submitted late or are incomplete. The Town of Johnson also reserves the right to modify bidders' proposals by adding to or deleting from these specifications after the receipt and prior to the signing of the contract with the successful bidder. The Town of

Johnson expressly reserves the right to reject any and all bid proposals and to pursue whatever alternative arrangements it desires.

3. The requirements in this RFP are the minimum required in order to qualify for favorable consideration. The Town of Johnson encourages all bidders to provide their professional recommendations or any other information they feel may reflect favorably for their consideration in the selection process. The Town of Johnson reserves the right to award a contract based on bidder's initial response, without negotiation. Therefore, bidders are strongly encouraged to submit their most favorable offer, as proposals will be evaluated and ranked upon the basis of the response submitted.
4. All responses to this RFP will become the property of the Town of Johnson.
5. The information contained in the bid and any contract resulting therefrom is regarded as confidential and is not to be disclosed beyond the parties directly involved without the express written permission of bidder and the Town of Johnson. In protecting any bidder's confidential or proprietary information, the Town of Johnson will use the same degree of care that it uses to protect its own confidential and proprietary information, provided such information is clearly marked as being confidential and proprietary. The Town of Johnson further reserves the right to disclose such information if such disclosure is solely for the evaluation of the response to this RFP.
6. No obligations on the part of the Town of Johnson will be incurred until a satisfactory contract has been signed by bidder and accepted by the Town of Johnson.
7. Unless otherwise notified by the Town of Johnson in writing, any award resulting from this RFP shall be non-exclusive.
8. By submission of a bid in response to this request, bidder represents (a) that it has familiarized itself with this RFP and all other conditions that may affect the time, manner, cost or difficulty of completing the work; (b) that the bid is genuine, is not made in the interest of or on behalf of any undisclosed person or entity, and is not submitted in collusion with any other person or party or in conformity with any agreement, rule or practice of any group, association, organization, corporation or entity; (c) that bidder has not directly or indirectly induced or solicited any person or entity to refrain from submitting a bid, and has not sought by collusion or fraud to obtain for itself any advantage over any other Bidder, or over the Town of Johnson; and (d) that bidder has examined and is familiar with its bid and is ready and willing to perform same.
9. Should bidder find any discrepancies in, or omission from, any part of this RFP, or should a bidder be in doubt as to the meaning of any part hereof, bidder should immediately notify the Town of Johnson in writing and obtain clarification in writing, prior to

submitting a bid. Failure to do so will not relieve bidder from the responsibility for properly estimating the difficulty or the cost of successfully completing the work.

10. Bids which are incomplete, conditional, obscure, received after the date and time set forth in Section II. A. or which do not otherwise comply with this RFP, may be rejected at the option of the Town of Johnson.
11. All costs incurred directly or indirectly by bidder in the preparation and presentation of the bid, including the costs of its participation in a pre-award meeting, if any, shall be the responsibility of bidder.
12. Bidder and its employees, agents and subcontractors shall not offer or give to an officer, employee or agent of the Town of Johnson any services, gifts, entertainment, payments, loans or special favors which might appear to be offered to influence the award of a contract or to obtain favorable treatment or another contract with the Town of Johnson

EXHIBIT A

STATEMENT OF WORK

- 1. Project Overview.** The construction of a stormwater treatment system will be located on Vermont Electric Co-op (VEC) property located at 42 Wescom road. The VEC facility consists of an office building, warehouse and garage, paved parking area, and an unpaved storage yard in Johnson (SPAN # 336-104-11151). The Town of Johnson has conceptual plans for a light industrial park across Route 15 from the VEC property (SPAN #336-104-10558). Refer to the attached 30% concept design submitted by Watershed Consultants to the Vermont State DEC. This project encompasses design for construction of a stormwater treatment system meeting the requirements of the 2017 Vermont Stormwater Management Manual and General Permit 3-9050 to treat the 3-acre site as well as provide the stormwater water quality (WQv) treatment requirement of the future industrial park. The Town is responsible for meeting additional stormwater permit requirements at their own cost and on the municipal property. A diversion structure is proposed to divert stormwater runoff for treatment during the 1" storm.

Table 1: State Fiscal Recovery Fund (SFR) Program Information (informational)

SFR Program	3-Acre Stormwater Permit Support
SFR Expenditure Category	EC 5.6
SFR Project Name	Public Private Partnership – Johnson Vermont Electric Coop
SFR Project ID No.	ANR-6140892207-005
Primary Place of Performance	Johnson, Vermont
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	N/A
Public Water System ID # (if applicable)	N/A

- 2. Statement of Need.** The Vermont Clean Water Act of 2015, and the Lake Champlain Total Maximum Daily Loads (TMDLs) identify the need to address phosphorus in stormwater runoff from existing developed lands, specifically “three-acre sites,” in order to meet the phosphorus targets in the TMDLs. This project assists a “three-acre site.”
- 3. Population Served.** The project addresses stormwater runoff from approximately 3.4 acres of impervious surface of the Vermont Electric Co-op and a future light industrial park located nearby. This site was chosen because it will address current and future runoff and flooding issues on both public and private land. This project is entitled “Public-Private Partnership Project Construction – Johnson- VT Electric Coop” and has

been selected to receive funding in conjunction with the American Rescue Plan Act (ARPA) Three-Acre Stormwater Program. This project also presents an opportunity for the Town to work with VEC, a prominent business in the community. This partnership will reduce runoff from town roads at an estimated phosphorus reduction of 5.60 kg/yr correlating to a cost savings of \$5,962 per year. The stormwater runoff addressed by this project serves to lessen the environmental impacts this community faces.

4. Scope of Work. Bidder shall provide engineering services to design the stormwater system for future construction of the project that meets the requirements of paragraph 1. The 30% concept design by Watershed Consultants is attached.

TAX MAP MAINTENANCE PROPOSAL FOR THE TOWN OF JOHNSON, VT

For processing data recorded 04/01/2023 through 03/31/2024

April 10, 2023

Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, in Littleton, N.H. 03561, hereinafter called CAI, proposes to the Town of Johnson, VT, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written:

SCOPE OF SERVICES

A. Compilation

1. CAI shall review and incorporate all subdivisions, boundary line adjustments and surveys and make any required property line, area, and/or frontage changes.
2. CAI shall review all title conveyance deeds and make any required changes. - N/A*
3. CAI shall calculate the area of any parcel that is changed as a result of the above Items 1 and 2, following professionally accepted roundoff rules.
4. If copies of the property record cards for parcels with new or changed buildings, including the building sketches, are provided, CAI shall use the most recent available orthoimagery to accurately place building footprints.
5. CAI shall review information from the previous tax year, regarding problem areas and shall attempt to resolve any discrepancies or problems in a fair and equitable manner for tax assessment purposes.
6. As all the above referenced data are compiled throughout the year, CAI shall mark each document confirming the intent stated therein. If the intent is not a direct conveyance, CAI shall label the document appropriately with the new parcel number and area.
7. All data shall be incorporated and formatted in a manner consistent with the existing map/GIS data.
8. All work shall be reviewed and checked for errors and preliminary PDFs shall be provided for review prior to finalizing the annual service.

B. Computer Map Index Services - N/A*

1. CAI shall maintain an index of property records that corresponds to the the property maps.
2. All index changes shall be coded in the change field as follows:

M1 - Name/Book and Page	A - Add New Lot
M2 - Area	D - Delete Lot
M3 - Parcel Id Number (i.e. Map and/or Lot number	
M4 - Multiple of M1, M2, M3	
M5 - Other (such as plan name or plan lot number)	
3. CAI shall provide computer index printouts to the CLIENT sorted as follows:
 - a. Numerical by map and lot number
 - b. Alphabetical by owner's name
 - c. Change list by change code with secondary sorting by map and lot
 - d. Other index printouts will be available upon request, at current CAI prices

C. GIS

1. All digital files will be processed using Esri GIS software.
2. All data will be checked for topology errors and corrected.
3. GIS data will be delivered in Esri's shape file, geodatabase, or other format, depending on the format of the existing data.

D. Responsibilities of the CLIENT

1. The CLIENT shall provide a copy of each deed, keyed to the correct map and lot. - N/A*
2. The CLIENT shall provide a print of each subdivision plan, boundary adjustment plan, and map to be incorporated, keyed to the correct map & lot.
3. The CLIENT shall acquire as much information as possible about any questions and/or problems.
4. If buildings are to be added or changed, the CLIENT shall provide a copy of the appropriate Property Record Card, including the building sketch.
5. The CLIENT shall notify CAI of approval of preliminary PDFs or edits to be made within thirty days of receipt of said preliminary PDFs.

ADMINISTRATIVE

A. Documenting Progress

1. An officer of CAI shall be responsible for monitoring and documenting the progress of the maintenance process.
2. Flow charts shall be maintained, monitoring the progress of the maintenance procedure; the purpose of which is to be able to inform the CLIENT of exactly where the project stands at any given time. The charts shall include the following:

a. receipt date of data to be processed	e. completion date of second draft
b. completion date of compilation	f. date printed
c. completion date of first draft	g. date shipped
d. completion date of checking	

TIMING

CAI shall complete and deliver the work described within 45 days of the receipt of the final information to be incorporated as defined in this proposal.

COST

Map/GIS Maintenance Service	\$1,800.00
Building Footprints (if building sketches are provided as described above)	\$20.00/building added or changed

DELIVERABLES

Deliverables shall include one (1) complete set 24"x24" Tax Map prints, PDFs, digital data

PAYMENT

Payment shall be made to CAI within thirty (30) days of invoicing, per terms of the invoice. Said invoicing shall be done on a quarterly basis throughout the project cycle, unless other payment arrangements have been made.

GUARANTEE

CAI shall guarantee all data generated against any errors or omissions for one (1) full year from the date of delivery. This guarantee does not include any changes due to data not made available under the terms of this proposal or any new information that is made available subsequent to the delivery date.

TAX MAP MAINTENANCE CONTRACT FOR THE TOWN OF JOHNSON, VT

For processing data recorded 04/01/2023 through 03/31/2024

This is a contract made this 10th day of April, 2023, between Cartographic Associates, Inc., a New Hampshire corporation doing business as CAI Technologies, with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI, and the Town of Johnson, VT, hereinafter called the CLIENT, to provide professional mapping services according to the specifications, terms, and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the Tax Map Maintenance Proposal, dated January 19, 2023, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The CLIENT shall pay \$1,800.00 for the map/GIS maintenance services under this contract. If Property Record cards, including building sketches are provided, the CLIENT shall pay an additional \$20.00/building added or changed. There will be no additional charge if Property Record cards are not provided.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed, or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest, or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested mapping services.

This contract shall be construed under the laws of the State of Vermont.

The parties hereto have executed this agreement by their duly authorized officers.

Town of Johnson, VT

CAI Technologies

BY: _____
TITLE: _____



Franco D. Rossi
President

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____