

TOWN OF JOHNSON
Selectboard Agenda
Johnson Municipal Offices
93 Lower Main West

Monday, May 15, 2023

6:00 CALL TO ORDER & MEETING KICKOFF

Additions or Adjustments to the Agenda (5 mins)

Executive Session

6:05 EXECUTIVE SESSION TO DISCUSS THE APPOINTMENT OR EMPLOYMENT OF A PUBLIC OFFICIAL OR EMPLOYEE AS ALLOWED BY **1 V.S.A. § 313(A)(3)** (20 MINUTES)

1. Possible offer of employment/appointment (5 minutes)

Standing Items

6:30 REGULAR MEETING KICKOFF

1. Review Invoices and Orders (Review during or after meeting and ask questions on demand)
2. Review and approve minutes of meeting past May 1st 2023 (5 mins)
3. Selectboard issues/concerns (5 mins)

6:40 P.M. TREASURER'S REPORT: REVIEW AND APPROVE BILLS, WARRANTS, LICENSES AND ANY ACTION ITEMS.

6:50 P.M. PUBLIC WORKS SUPERVISOR/HIGHWAY FOREMAN REPORT

Administrator's report, action items, and business of the Selectboard

7:00 P.M. REVIEW PLANNED PURCHASES

7:05 P.M. COMMITTEES, VOLUNTEER, AND COMMUNITY SUPPORT

1. Discussion of Independent Library Funds (10 mins)
2. Library Trustee Resignation (5 mins)
3. Opportunities for Public Sculptures (10 mins)
4. Vermont Studio Center CRRP Letter of Support Request (5 mins)
5. Noise Ordinance Waiver Request for Willow Crossing Farm (5 mins)
6. Naming of Private Road off Collins Hill (5 mins)
7. SkatePark RFP for Concrete Bowled Half-Pipe (5 mins)
8. NEMS Update Presentation (10 mins)

7:55 P.M. NEW ITEMS

9. Katie Buckley to Present on ARPA Rules and Planning Discussion (20 mins)
10. Animal Control/Health Officer Compensation Update (10 mins)
11. Mowing Agreement with Roberts & Sons (5 mins)

8:30 P.M. FOLLOW UP/NEXT STEPS FROM PREVIOUS MEETINGS (REVIEW RECENT MEETING MINUTES FOR CONTEXT)

12. Selecting Priority Locations for Municipal Energy Resilience Program Assessment(s) (15 mins)

TOWN OF JOHNSON

Selectboard Agenda

Johnson Municipal Offices
93 Lower Main West

13. Planning for Northern Borders Regional Commission Grant (10 mins)
14. Local Emergency Management Plan Update (5 mins)
15. Update on Scribner Bridge Engineering Study (10 mins)
16. Dilapidated Buildings Update (5 mins)
17. Revolving Loan Fund Update (5 mins)
18. Economic Development Round Table Discussion Planning (5 mins)

Executive Session(s) & Close

NONE SCHEDULED

9:25 P.M. ADJOURN MEETING

Option to join by Zoom*:

***Please note:** Participation only allowed through Zoom if requested in advance of the Meeting.

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

+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544

Passcode: 15531

One tap mobile:

+13017158592,,3446522544# US (Washington DC)

+13052241968,,3446522544# US

Town Administrator's Report

Date: Monday, May 15, 2023

6:00 Call to order & Meeting kickoff

Additions or Adjustments to the Agenda (5 mins)

Executive Session

6:05 Executive Session to discuss the appointment or employment of a public official or employee as allowed by 1 V.S.A. § 313(a)(3) (20 minutes)

1. Possible offer of employment/appointment (5 minutes)

Standing Items

6:30 Regular Meeting kickoff

1. Review Invoices and Orders (Review during or after meeting and ask questions on demand)
2. Review and approve minutes of meeting past May 1st 2023 (5 mins)
3. Selectboard issues/concerns (5 mins)

6:40 p.m. Treasurer's Report: review and approve bills, warrants, licenses and any action items.

6:50 p.m. Public Works Supervisor/Highway Foreman Report

Administrator's report, action items, and business of the Selectboard

7:00 p.m. Review Planned Purchases

7:05 p.m. Committees, Volunteer, and Community Support

1. Discussion of Independent Library Funds (10 mins)

Continued discussion of the funds held by the Johnson Public Library.

2. Library Trustee Resignation (5 mins)

Jen Burton has given her resignation from the library board of trustees.

3. Opportunities for Public Sculptures (10 mins)

Michael Stanley would like to speak to the Selectboard about opportunities for Johnson to display sculptures as public art.

4. Vermont Studio Center CRRP Letter of Support Request (5 mins)

As part of renovations on buildings owned by the Vermont Studio Center, they would like to seek additional funding as part of the CRRP program. A requirement of the program is that they receive a letter of support from the municipality.

5. Noise Ordinance Waiver Request for Willow Crossing Farm (5 mins)

A request for a noise ordinance waiver for June 3, from 4:30PM until 1:00AM from Willow Crossing Farm for a concert.

6. Naming of Private Road off Collins Hill (5 mins)

The name requested is Angus Drive, the Historical Society has been asked if they have any alternative suggestions and they do not.

7. SkatePark RFP for Concrete Bowled Half-Pipe (5 mins)

The SkatePark has an RFP for construction to complete a concrete half-pipe to expand the existing ramp.

8. NEMS Update Presentation (10 mins)

Scott Griswold is presenting an update on NEMS and the current contract.

7:55 p.m. New items

9. Katie Buckley to Present on ARPA Rules and Planning Discussion (20 mins)

Katie Buckley from Vermont League of Cities and Towns is presenting on our options for handling ARPA funds.

10. Animal Control/Health Officer Compensation Update (10 mins)

A proposed new compensation schedule is available for animal control and health officer functions.

11. Mowing Agreement with Roberts & Sons (5 mins)

Robert & Sons is available to continue mowing for the town with no cost increase.

8:30 p.m. Follow up/next steps from previous meetings (review recent meeting minutes for context)

12. Selecting Priority Locations for Municipal Energy Resilience Program Assessment(s) (15 mins)

To participate in MERP the board must choose and rank some number of buildings for energy assessments.

13. Planning for Northern Borders Regional Commission Grant (10 mins)

We have been invited to continue the application process for the NBRC infrastructure grant and need to discuss and plan for continuing that process.

14. Local Emergency Management Plan Update (5 mins)

Final update to the LEMP.

15. Update on Scribner Bridge Engineering Study (10 mins)

We received one proposal to our RFP for an engineering study for Scribner bridge. That proposal is significantly more than we had planned on spending.

16. Dilapidated Buildings Update (5 mins)

An update on our dilapidated buildings enforcement. We are pursuing voluntary compliance with clean up actions on 3 locations.

17. Revolving Loan Fund Update (5 mins)

An updated posting has gone out on social media. We have also been in touch with the state about a grace period to extend our loan requirements after the pandemic.

18. Economic Development Round Table Discussion Planning (5 mins)

The attendance is very promising and we are ready for the event on May 24th at 10:00AM.

Executive Session(s) & Close

None Scheduled

9:25 p.m. Adjourn Meeting

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. Animal Bite: 5/9/23
- 2. Animal Bite: 5/7/23

Budget Items:

Legal Issues:

VLCT: PACIF

State/Federal Issues:

Administrator's Correspondence:

Workshops:

Newsletters:

Brochures & Ads: VLCT Municipal Access Portal

Old Business:

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

Adjourn



Dear Town of Johnson Planning Council:

The Vermont Studio Center (VSC) is applying for the Community Recovery & Revitalization Program grant. We are requesting \$500,000 for the upgrades and expansion of one of its campus residences called "Corner House." We respectfully ask for your assistance in this application by **a letter of support from the town providing details about whether the proposed project is compatible with local town plan and whether the community supports the project.**

The following is an overview of VSC and a description of the proposed Corner House project.

Who are we? The Vermont Studio Center's mission is "To provide studio residencies in an inclusive, international community, honoring creative work as the communication of spirit through form." Founded 39 years ago, the VSC grew to become one of the largest international artists' and writers' residency programs in the U.S., hosting 600+ residents per year. After a nearly 2-year pandemic pause, VSC reopened in Feb. 2022 to in-person residencies of 2-, 3-, and 4-weeks' duration, hosting 260 residents this year and anticipating 460 in 2023. Residents enjoy safe, well-lit, private studios, excellent meals, and private rooms. Every VSC residency is enriched with a vibrant program of readings and artists presentations by residents, and by visiting artists and writers who also give individual studio visits and writers' craft talks. Each residency session culminates in an open studios event. Residents are encouraged to unplug and completely immerse themselves in their practice.

Our presence in Johnson, VT: Embedded in the village of Johnson (pop, 1,420), VSC overlooks the Gihon River in the northern Green Mountains. Its campus, with the iconic Red Mill as its hub, comprises historic buildings that have been adapted for reuse as studios, residences, and meeting spaces. In 2022, VSC residencies have comprised 38.7% people of color; 27.2% people 50+ years of age; 73.4% female; and 5.1% non-binary. VSC is led by a six-person leadership team, 16% identify as LGBTQ+. Of VSC's 15 FTEs, 32% identify as people of color or LGBTQ+ as do 21% of VSC's 19-member board.

-Vermont Artists Week has been the cornerstone of VSC's Vermont-based programming since 1985. With the generous underwriting of a donor, VSC can offer one-week residencies to Vermont artists and writers for a highly discounted fee.

-The Studios at VSC was launched in 2021 to provide Vermont artists and writers with long-term studio space at below-market rent on our campus in Johnson. The Studios at VSC feeds the creative economy of Vermont, uplifts local artists, and enriches our role as an incubator for artists and writers.

-Community Engagement. Most recently, VSC won a highly competitive USDA grant to support community engagement in rural locations. The funding is designed to build out VSC's spaces to involve more community members in artistic and educational programming.

-Our economic community impact:

Using the STARS Framework to determine business evolution (Start-Up, Turnaround, Accelerated Growth, Realignment, Sustaining Success), VSC is firmly in the Realignment stage, currently focused on scale and capacity. VSC contributes to economic recovery in Johnson, VT in several ways. VSC employs area local residents providing steady jobs with benefits (health insurance and 401K). VSC attracts a steady stream of residents and other guests whose visits bring tourism dollars to Johnson and Lamoille County. VSC is an economic driver; its staff and visitors patronize restaurants, and a variety of retail businesses. Based on the guidance of VT State Health Commissioner Dr. Mark Levine, VSC follows basic COVID protocols, including mandatory testing of incoming residents. By monitoring the health of its residents and staff, VSC supports the health and safety of local residents, avoiding lost wages, reduced worker capacity, and increased health care costs in the region. Additionally, over the past 2 years, VSC renovated its facilities and will engage in another renovation within the next 2 years. These projects support architects, engineers, construction workers, and crafts people, providing jobs and supporting the tax base in Lamoille County.

Proposed Corner House Project

The Corner House description: This 2 ½ story gable front house was built in 1916 on the site of earlier (pre-1838, and ca. 1840) structures, the last of which burned in 1915. Although it is possible that a portion of the burned home was reconstructed, as suggested in the Historic Sites & Structures survey form 1981, based on newspaper articles from that time, it is likely that the house was completely rebuilt in 1916. The Corner House is Colonial Revival in style with corner pilasters, a simple Palladian-type window in its front (west facing) gable end, a recessed entry with sidelights and decorative paneling, a corbelled brick chimney, and a south elevation portico with columns.

VSC maintains a dynamic campus master plan to strategically grow and align our programming to systemic growth. The Corner House is a priority to update and enhance programming through increased residential space. This includes 12 bedrooms with private bathrooms, 1 apartment with a kitchenette, and one shared kitchen. The strategic architectural plan was completed by Cushman Design Group. All the first floor will be designed for accessibility (adding exterior accessible enhancements). The house will be jacked up and leveled out, and a fully new foundation installed. At this point the presumption is for a crawl space and small utility basement. The goal is a near net zero situation.

The estimated total for the renovation is \$2.3 million.

Please let me know if you require further information to lend your support. The letter can be emailed to elizabeth.orgeron@vermontstudiocenter.org.

As the Director of Development at VSC, I look forward to working with you in the future!

Thank you in advance for your time in this matter.

Sincerely,

Elizabeth Orgeron
Director of Development

The Vermont Studio Center (VSC) was founded by artists in 1984 with the purpose of fostering creativity through community, collaboration, and quiet reflection. VSC's mission is to provide studio residencies in an inclusive, international community, honoring creative work as the communication of spirit through form.

Vermont Studio Center
80 Pearl Street, PO Box 613
Johnson, VT 05656

info@vermontstudiocenter.org 802-635-2727
vermontstudiocenter.org

**REQUEST FOR WAIVER OF NOISE ORDINANCE
TOWN OF JOHNSON**

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

Cross Eyedd County Fair

Date of event: 6/3/28 Day of Week: Saturday Hours: 4:30 PM a.m. /p.m. to 1:00 AM a.m. /p.m.

Organization: The Edd LLC Responsible Person: Gregory Domina

Contact #: 802-779-6031 Mailing address: PO BOX 419 Waterbury VT 05676

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

Willow Crossing Farm and The Edd are putting on a concert Saturday June 3rd at the
Farm in Johnson. We are hoping to have amplified music until 1AM. We are fine with
keeping volume at a minimum per the towns request.

Do not write below this line

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

CONDITIONS:

Selectboard Signatures:

Date approved / /

Request for Bids:
Concrete Construction & Sitework
for Town of Johnson Skate Park

The Town of Johnson, Vermont, is seeking a qualified contractor to add a bowled half pipe to an existing concrete feature in the municipal Skate Park located along Wescom Road in Johnson.

The half pipe is approximately 16' wide x 4' tall with a sloped grass berm on three sides. An optional additional estimate is to weld endcaps and fill or cover holes on all existing metal pipe railing on the existing feature. A design sketch is attached.

Construction is estimated to take approximately three weeks. We want to schedule work for September-October 2023, but spring 2024 may be an option. The optional metal welding work would add more time to the work schedule.

Candidates must submit a brief resume, references, and estimate, and all other required documentation (see APPLICATION REQUIREMENTS) to:

Brian Story, Town of Johnson Administrator,
PO Box 383, Johnson, VT 05656

Or to:

Brian Story, tojadministrator@townofjohnson.com

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

Please direct all questions regarding this opportunity to:

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

Design, construction and technical questions can be directed to:

Pierre Hall, vtskateparkadvocates@gmail.com

Vermont Skatepark Advocates Corp.

18 Sugarbush Access Road

Warren, VT 05674

Tel: (802) 371-7774

Pierre can provide additional design sketches and information upon request.

NATURE OF SERVICES REQUIRED

Contractors must

- have experience in building concrete skatepark features in VT.
- communicate regularly with Pierre Hall, a project manager, and SkatePark Committee members.
- communicate as needed with all municipal employees, and riders and other members of the public at the SkatePark.
- comply with all posted Skate Park rules & requirements, including No Use of Tobacco & Alcohol while performing work or when using the Park for personal recreation.

The Town has provided dirt (on site) to be used for sitework and as topsoil for the grass berm.

APPLICATION REQUIREMENTS

Interested parties shall submit applications to demonstrate their qualifications, competence and capacity to perform the work.

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

- Background: A brief resume of professional experience.
- Proof of insurance.
- References for similar engagements with other government entities. Describe up to five of the most significant jobs performed in the last five years that are similar to the work described in this opportunity. Describe the scope of the work and provide the name, telephone number and any online contact information for the client contact.

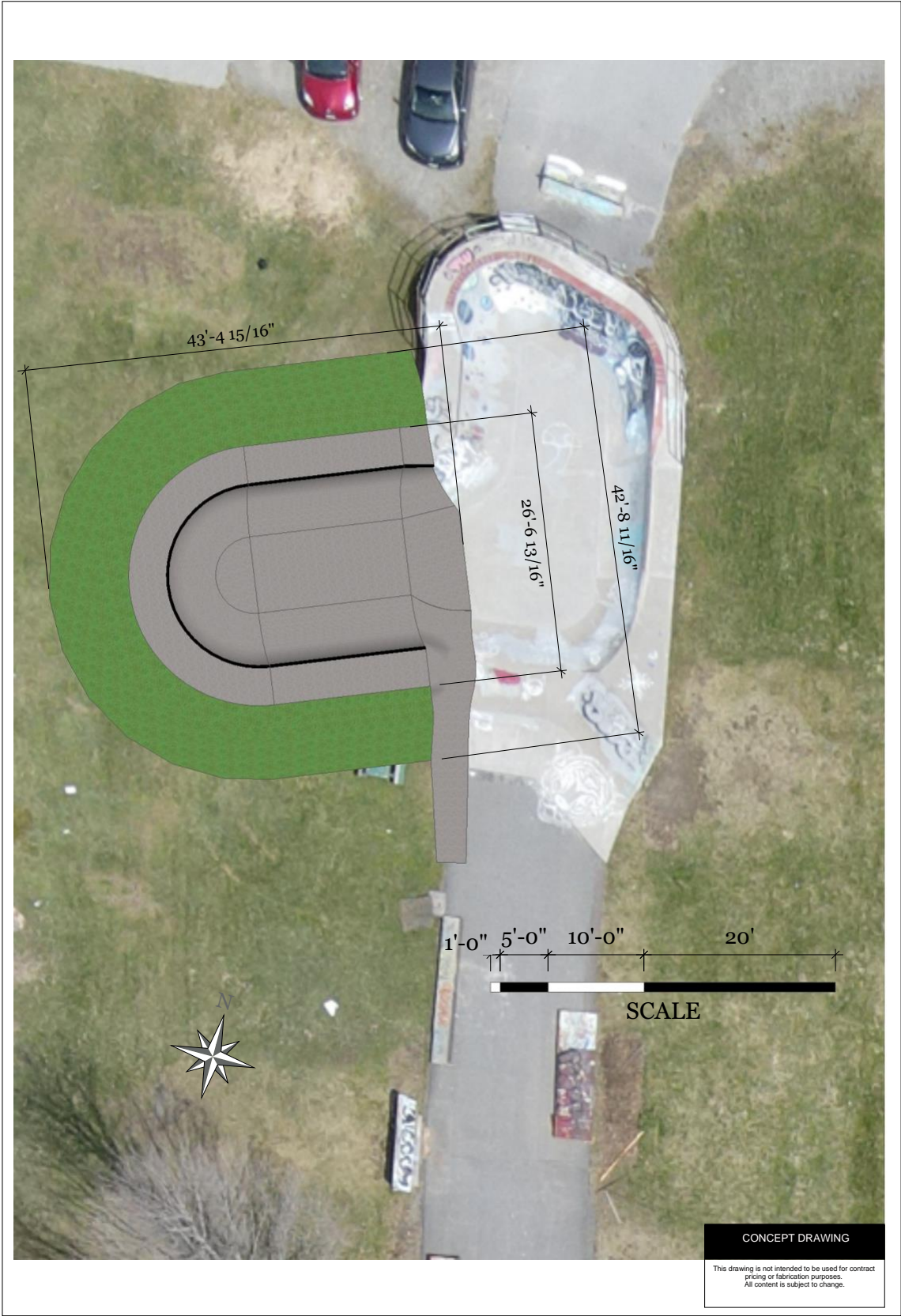
EVALUATION CRITERIA

The final selection of a contractor will be based on criteria including technical qualifications, efficient use of available funds, and proposed work schedule.

There is no expressed or implied obligation on the part of the Town of Johnson to reimburse responding applicants for any expenses incurred in preparing or presenting applications in response to this request. The Town of Johnson reserves the right to retain all of the applications and to use any ideas in an application regardless of whether the application is selected.

Submission of an application indicates acceptance by the applicant of the conditions contained in this document, unless clearly stated to the contrary and specifically noted in the application submitted and confirmed in the contract between the municipality and the selected applicant.

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



JOHNSON SKATEPARK & BIKE TRACK

PREPARED BY THE
VERMONT SKATEPARK ADVOCATES CORP.
CONCEPT DRAWING: BOWLED HALFPIPE

REVISIONS	
MM/DD/YY	REMARKS
06/16/22	---
06/28/22	REVISION
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A 01

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement (“the agreement”) made as of July 1, 2022, (“the effective date”) between the Newport Ambulance Services, Inc. (“NAS”), a not-for-profit corporation, with a principal office at 830 Union Street, Newport, Vermont and the individual towns of Belvidere, Eden, Hyde Park, Johnson, and Waterville (“the towns”) each a party and collectively the parties to this agreement.

WHEREAS the towns wish to contract with NAS to provide ambulance services to the benefit of each town, its citizens, and visitors, pursuant to the terms of this agreement; and,

WHEREAS, NAS, is a not-for-profit corporation whose purpose is to provide ambulance services and NAS desires to provide said services to the towns on a contractual basis,

NOW THEREFORE, it is mutually agreed by the parties as follows:

1. **Nature of Services.**

- 1.1 Newport Ambulance Service Inc. shall provide 24-hour, seven day per week, 365 days per year emergency ambulance transport as well as a non-emergency medical transport to the citizens and visitors of the towns. Services rendered under this agreement shall be at the Paramedic or AEMT level, as defined by the State of Vermont Department of Health. It is understood that the demand for ambulance services is unpredictable, and, in addition to resources provided under this agreement, N.A.S. resources as well as other licensed ambulance services may be required from time to time to provide services to the towns under mutual aid agreements.
- 1.2 In the performance of its obligations hereunder, NAS agrees that the division shall be conducted in full compliance with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. NAS assumes full responsibility for the payment of all contributions, payroll taxes or assessments, state or federal, as to all employees engaged in the operation of the division, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal laws on this subject.

2. **Organization and Oversight.**

- 2.1 NAS operations within the towns under this agreement shall be known as the Northern Emergency Medical Services (“NEMS”) Division of Newport Ambulance Service Inc. (NEMS hereinafter referred to as “the division”) Except as relative to the nature of services, equipment, personnel, and the financial arrangement between the division and the towns more particularly set out in this agreement, amendments to the NAS by-laws shall have full

force and effect upon the division without further amendment to this agreement. To the extent the provisions of this agreement vary from the terms of the NAS Bylaws, with regard to nature of services, equipment, personnel, and the financial arrangement between the division and the towns more particularly set out in this agreement, this agreement shall control.

2.2 NAS shall be required to meet with each town Selectboard twice a year to propose contract changes and for the signing of the contracts as pursuant to section 9.4. NAS will also meet with the Selectboard whenever requested.

2.3 One member of the NAS Board of Directors shall be a resident of one of the towns served by NEMS and shall be elected by the NAS Board of Directors pursuant to the bylaws of that organization applicable at the time.

3. **Equipment.**

3.1 All equipment shall be maintained as required by the State of Vermont Department of Health for the purposes of licensure. NAS shall provide copies of said license to the towns on an annual basis.

4. **Personnel.**

4.1 Ambulances shall be staffed by personnel certified by the State of Vermont Department of Health at the level and in the quantities required by the State to operate ambulances at the Paramedic or AEMT level. Copies of certification documentation shall be provided to the towns by NAS upon request.

4.2 NAS shall be solely responsible for the management of the service and its personnel and shall have sole control of the method and means by which they perform their duties.

4.3 Nothing in this agreement shall create an employer-employee relationship between NAS personnel and the towns. NAS shall provide Worker's Compensation insurance for its personnel in amounts and coverage as required by the State of Vermont.

5. **Insurance and Indemnity.**

5.1 NAS shall provide the towns with a certificate of insurance naming the towns as additional insured for the purposes of any claims that may arise as a result of any action or conduct by NAS or its agents in the operation of the division pursuant to this agreement.

5.2 NAS shall carry comprehensive general and automobile liability insurance, as required by this paragraph, and shall be written for not less than the limit of liability as follows:

Comprehensive General Liability

Bodily Injury: \$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

Property Damage: \$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

Automobile Liability

Bodily Injury: \$1,000,000.00 combined single limit
Property Damage: \$1,000,000.00 combined single limit

6. **Financial and Other Records.**

- 6.1 It is the intent of the parties that the division be operated as a separate financial entity within NAS, with the net income generated by the division being dedicated to the growth of the division, and, to the extent feasible, to reduce the required tax assessment of the towns in the subsequent option years.
- 6.2 NAS shall keep accurate financial records for the division, which shall be made available to the select board upon prior, reasonable notice, at any time during normal business hours.
- 6.3 Failure to keep materially accurate financial records for the division, or to make them available to the towns in the fashion described above, shall be a default of this agreement. The towns shall notify NAS in writing if they believe the records are materially inaccurate. NAS shall have 30 days to remedy the default.
- 6.4 To the extent that records contain protected health information, disclosure of said information shall be governed by the Health Insurance Portability and Accountability Act (HIPAA).
- 6.5 NAS shall endeavor to secure funds such as grants, subscriptions, training contracts and transport contracts within Vermont Ambulance District IV using division resources. Said funds shall be used to sustain growth for the division and, to the extent feasible, reduce the required tax assessment of the towns in the subsequent option years.
- 6.6 Any funds that are transferred out to NAS out of the revenues for the division shall separately and clearly identified in financial records, including but not limited to the operating budget submitted for approval as designated herein in 9.4.

7. **Exclusivity.**

7.1 The towns shall not engage the services of another ambulance service and shall consider NAS to be the sole provider of ambulance service. However, it is understood that mutual aid services from other licensed ambulance services may be required from time to time. The contracted towns will promote the Northern Emergency Medical Services (NEMS) Division of Newport Ambulance Service Inc. as the provider of ambulance services to the citizens of their towns.

8. **Sub-Contracting.**

8.1 NAS shall not sub-contract any of its obligations under this agreement; nor shall the benefits of this agreement to NAS be assignable. This provision shall not prohibit the use of other licensed services for the purposes of mutual aid during times of unusually high demands for services.

9. **Funding and Option to Renew.**

9.1 NAS is a not-for-profit corporation. It shall endeavor to operate in a fashion designed to minimize the costs to the towns.

9.2 In addition to other sources, NAS shall derive revenues by billing service recipients or their insurers at rates established by NAS.

9.3 The towns shall have the option to renew this agreement.

9.4 No later than December 15th of each applicable contract year NAS shall present to the Selectboard of each town the proposed operating budget of the division for the year commencing July 1st of the following year. NAS will then meet with each town Selectboard after town meeting and before July 1st for the signing of the contract for the option year, subject to the town meeting approval contingency in 9.8. If the parties are unable to do so, the applicable option year, and any subsequent option years, shall lapse and this agreement shall terminate at the end of the applicable contract year. Evidence of the proper exercise of any of the options shall be by written agreement which establishes the agreed upon contract amount for the applicable option year, subject to the town meeting approval contingency more particularly described below.

- 9.5 For this contract year, (2022-2023) the towns shall pay \$369,667.00 subject to the town meeting approval contingency more particularly described below. Pro-rata shares for the instant contract year shall be as follows:

Belvidere	\$14,882.00
Eden	\$55,621.00
Hyde Park	\$125,541.00
Johnson	\$145,121.00
Waterville	\$28,512.00

- 9.6 The contract amount for each option year shall be at amounts established by NAS and presented to the Selectboard for approval subject to the town meeting approval contingency more particularly described below. Funding amounts shall be pro-rated as based upon population from current census data.
- a. NAS shall bill each town monthly, and payment shall be due on the fifteenth day of each month.
- 9.7 While recognizing the town meeting approval contingency found herein in paragraph 9.8, it is the strong desire of both parties that the towns exercise all four options, absent a material breach hereof. No party shall fail to negotiate the applicable option in good faith, considering changes in division expenses, call volumes, and other sources of income for the division.
- 9.8 The towns' obligations under this agreement, as well as all subsequent option year agreements, are subject to approval, at town meeting of all the towns, of each individual town's budget. Should any of the towns fail to pass their budget at the upcoming town meetings, or subsequent town meetings in connection with their exercise of any or all of the option years, the remaining parties shall negotiate in good faith with an interest to continue the service to those remaining towns.

10. **Default.**

- 10.1 If any town shall default in the payment of sums due hereunder, when due, and shall fail to cure such default within 30 days after receipt of written notice, then the towns shall be deemed to have breached this agreement and NAS, at its option, may terminate this agreement by written notice to the towns. If no cure is made, NAS shall continue to provide services to the towns for no less than an additional 30 days, for so long as a pro-rata amount is received for both periods. In lieu of payment for said period, the parties may agree to alternative forms of guaranteed payment to NAS for services during the period of service under default.

- 10.2 If either party shall fail to comply with the terms of this agreement and shall fail to cure such non-compliance within 30 days after receipt of written notice, then that party shall be deemed to have breached this agreement and the other party, at their option, may terminate this agreement by written notice to the defaulting party.
- 10.3 Should NAS terminate this agreement due to breach by the towns, NAS shall be entitled to the pro-rated balance of the contract from the date of breach forward, as agreed upon liquidated damages.
- 10.4 Should the towns exercise all four renewal options, and, at the end of the fourth renewal option year, should NAS be unwilling or unable to further contract with the towns for the same or similar services as described herein, the towns shall have the option to pay any outstanding indebtedness on any vehicles, equipment or property purchased with division funds, and said items shall be then conveyed to the towns.
- 10.5 In the event that the service to the towns is terminated for any reason or the towns fail to enter into any option year, or at the end of all option years either any amounts remaining in the NEMS budget that have been transferred to that budget from any NAS source either shall be repaid within 30 days or NAS shall transfer those funds from NEMS to NAS without town approval.

11. **Term.**

- 11.1 The term of this agreement shall be from July 1, 2022, to June 30, 2023.

12. **Amendment.**

- 12.1 This agreement shall not be amended except by written agreement of the parties.

13. **Notices.**

If to NAS:

Jeffrey J. Johansen
Executive Director
Newport Ambulance Service, Inc.
P.O. Box 911
Newport, VT 05855

If to towns:

Chair
Selectboard of each town

14. **General Provisions.**

- 14.1 In case any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable this Agreement shall not be deemed to be invalid. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and there shall be deemed substituted such other provisions as will most nearly accomplish the intent of the Parties to the extent permitted by applicable law.
- 14.2 Nothing in this agreement is intended to or shall be construed to confer upon or give to any person, firm or other entity, other than the Parties hereto and their respective successors and assigns any rights or remedies by reason of this agreement.
- 14.3 This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 14.4 This agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties.
- 14.5 If any dispute arises under this agreement, or any modification, rider or attachment thereto, such dispute shall be governed by, construed and enforced in accordance with the laws of the State of Vermont.
- 14.6 This agreement, together with any written agreements that shall have been executed simultaneously or attached to it contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this agreement. All prior understandings, terms or conditions are deemed merged in this agreement.
- 14.7 No failure of either party to insist upon compliance with the terms of this agreement by the other shall constitute a waiver of the parties' right to subsequently demand compliance with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date and year first written.

NEWPORT AMBULANCE SERVICES, INC.

_____, Date:
Scott Griswold, Vice Chair

TOWN OF BELVIDERE

_____, Date:
Designated member of the Selectboard

TOWN OF EDEN

_____, Date:
Designated member of the Selectboard

TOWN OF HYDE PARK

_____, Date:
Designated member of the Selectboard

TOWN OF JOHNSON

_____, Date:
Designated and duly authorized by the Selectboard

TOWN OF WATERVILLE

_____, Date:
Designated member of the Select Board

Stipend is \$150 for Animal Control and \$250 for Deputy Health Officer (Health officer is additional \$100).

All incidents must be logged weekly to receive compensation.

Pay per incident is as follows:

- Phone Call \$20
 - Making or receiving a phone call that does not result in an in person visit.
 - May include follow up calls.
- In person visit \$35
 - If required to visit a location in person.
 - Does not require a citation, an inspection, animal impoundment, or other action.
 - May require follow-up.
- Citation \$85
 - A visit that results in a citation for violation of state or local ordinance.
 - Includes dog registration, animal running at large, improper disposal of solid waste, etc.
- Animal Welfare Check \$65
 - A visit made to verify the welfare of domestic animals.
- Animal Pickup/Isolation \$85
 - If an animal must be relocated to the kennel.
 - If an animal running at large must be collected.
 - If an animal is quarantined at home visits to make sure the animal is remaining isolated.
 - May require follow-up.
- Animal Bite Investigation \$100
 - A visit that results in an investigation and report of a bite.
- Animal Bite Hearing and Follow-Up \$75
 - Attending the hearing for a potentially vicious or vicious animal.
 - If an order is issued, deliver animal control order to the appropriate parties.
 - Following up to make sure the order is carried out if so required.
- Animal Control Follow-Up \$50
 - Additional visits to a property that do not necessitate new investigation.
- Rental Housing Health Inspection \$150
 - A visit that requires a rental housing health inspection.
 - Written Report detailing findings and remedies, if applicable.
 - May require follow-up.
- Health Order Hearing \$75
 - Attending the hearing for a potential violation of health code that may result in a health order.
 - If an order is issued, deliver health order to the appropriate parties.
 - Follow up visit to ensure the order is followed.
- Health Order Follow Up \$50
 - Additional visits to previously inspected properties that do not necessitate new inspections.
- Dilapidated Building Inspection \$150
 - A visit that requires a dilapidated building inspection.

- Written Report detailing findings and remedies, if applicable.
 - May require follow-up.
- Dilapidated Building Hearing \$75
 - Attending the hearing for a potential violation of dilapidated building ordinance that may result in an order.
 - If an order is issued, deliver the dilapidated building order to the appropriate parties.
 - Follow up visit to ensure the order is followed.
- Dilapidated Building Order Follow Up \$50
 - Additional visits to previously inspected properties that do not necessitate new inspections.

Robert & Sons Lawn Care
 POB 267
 MORRISVILLE, VT 05661 US
 robertandsonslawn@comcast.net

Estimate

ADDRESS
town of johnson 2019 mowing

SHIP TO
town of johnson 2019 mowing

ESTIMATE #	DATE	EXPIRATION DATE
1112	05/12/2023	05/12/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	mowing	Mowing following locations Municipal Offices Public Works Facilities Legion Field Johnson Arboretum (Duba Field) Beard Park Recreation SkatePark Old Mill Park Evergreen Ledge Cemetery Whiting Cemetery Plot Cemetery Village Green Fire Department Cold Spring	1	6,700.00	6,700.00
TOTAL					\$6,700.00

Accepted By

Accepted Date

Building	Ownership	Use	Rank
Town Garage	Joint	Daily	
Lower Storage	Joint	Seasonally	
Old Mill Building	Joint	2-3 per Week	
Municipal Building	Joint	Daily	
Historical Society	Town	2-3 per Week	
Library	Town	Daily	

Local Emergency Management Plan Municipal Adoption Form

**Town of Johnson
293 Lower Main Street West
Johnson, VT 05656**

The Local Emergency Management Plan (LEMP) must be (re)adopted annually, after town meeting day, and submitted to the appropriate Regional Planning Commission (RPC) by May 1st.

At a warned public meeting (regular selectboard/city council meeting), the municipality adopted the Local Emergency Management Plan (LEMP) on the date shown at right.

At a warned public meeting (regular selectboard/city council meeting), the municipality adopted the National Incident Management System (NIMS) on the date shown at right.

If Vermont Emergency Management needs to contact municipal leaders to determine status and support requirements during an emergency, the Emergency Management Director (EMD) and two other local Points Of Contact (POCs) who should have authoritative local information are listed at right.

Municipality	Johnson
LEMP Adoption Date	May 15, 2023
NIMS Adoption Date	October 17, 2005
EMD Name	Eben Patch
Position	EMD
Primary Phone	(802) 881-6026
Alternate Phone	
Email	Epatch@townofjohnson.com
POC 2 Name	Erik Bailey
Position	EMC
Primary Phone	Work (802) 635-2311
Alternate Phone	
Email	Ebailey@townofjohnson.com
POC 3 Name	Brian Story
Position	Town Administrator
Primary Phone	Mobile (802) 793-8480
Alternate Phone	Work (802)-635-2661
Email	tojadministrator@townofjohnson.com

Mark this block if a readopted plan has no changes since the previous year.

I hereby certify that the LEMP meets Vermont National Incident Management System (NIMS) requirements and current LEMP Implementation Guidance as on page 2:

Signed* _____

Printed Name; certifying individual must have taken, at a minimum, ICS402 or ICS100/IS-100 training

I hereby attest that the municipality has adopted NIMS and the LEMP as stated above:

Signed* _____

Printed Name, Selectboard / council member



Local Emergency Management Plan (LEMP)

Required Elements

Once completed, send adoption form (2 pages) and copy of Local Emergency Management Plan to Regional Planning Commission.

*A typed name is acceptable as an electronic signature if it represents an act of that person in accordance with 9 V.S.A. § 278.



Required Elements

Check boxes and, if not using a template, fill in page numbers to report completion of required elements.

Municipal Adoption		
<input type="checkbox"/>	Municipal Adoption Form	
	Municipal adoption of National Incident Management System (NIMS)	<input type="checkbox"/>
	Contact information for local authorities during an emergency	<input type="checkbox"/>
	Certification that LEMP meets Vermont NIMS / Implementation Guidance	<input type="checkbox"/>
	LEMP adoption by local selectboard / city council (annual)	<input type="checkbox"/>
LEMP Required Elements		Page
<input type="checkbox"/>	Planners	
	List of people who wrote / maintain the LEMP	
<input type="checkbox"/>	Municipal Emergency Operations Center (EOC)	
	Activation authority	
	EOC staff positions and duties (minimum 1)	
	List of potential EOC staff members (minimum 1)	
	Facility information for potential EOC locations (minimum 1)	
<input type="checkbox"/>	Resources	
	Emergency purchasing agent and spending limits (if any)	
	List of municipal contracts that can be used during an emergency (if any)	
	List of other local resources that could be used during an emergency (if any)	
	National Incident Management System (NIMS) Typed Resource List	
<input type="checkbox"/>	Public Information and Warning	
	VT-Alert contact information	
	Local website / social media information (if any)	
	List of local media outlets (if any)	
	Public notice sites for non-phone/Internet information	
	Vermont 2-1-1 contact information	
<input type="checkbox"/>	Vulnerable Populations	
	List of organizations/facilities that serve local vulnerable populations	
	Identification and monitoring process	
<input type="checkbox"/>	Shelters	
	Spontaneous and regional shelter information	
	Opening information for local shelters (if any)	
	Service information for local shelters (if any)	
<input type="checkbox"/>	Contact Information	
	Emergency Management personnel	
	Response organizations	
	Municipal officials / public works	
	State, region, and adjacent municipality contacts	

Vermont Emergency Management (VEM) encourages municipalities to create and maintain optional LEMP annexes as required. Examples might include plans for specific incident types, shelters, evacuation, and volunteer management - see the VEM website for models, samples, and examples at: <http://vem.vermont.gov>

2023 Local Emergency Management Plan

1. Emergency Management (EM) planners

<i>These are the people who wrote and/or maintain this plan.</i>	
Eben Patch	Brian Story
Erik Bailey	
Beth Foy	

2. Municipal Emergency Operations Center (EOC)

<i>The EOC is an organization that coordinates information, support, and response across the municipality for Incident Commanders and town officials. Its main functions are to maintain situational awareness for municipal leaders, coordinate resource and information requests, and provide public information.</i>		
Who, by position , can activate the EOC?	EOC Director or EOC Coordinator	
Preferred EOC Positions and Duties		
EOC Director	Supervises and directs all EOC activities coordinating municipal support and response (reports to Selectboard)	
EOC Coordinator	Assists EOC Director with all activities; Tracks and coordinates any Requests For Support (RFS) for non-municipal resources	
EOC Call Taker	Assists EOC Coordinator; Staffs phones and radio	
EOC Public Information Officer	Produces and posts public information and press releases; Tracks and answers any Requests For Information (RFI) from media. Oversee any Rumor Control.	
EOC Safety/Security Officer	Tracks staffs and volunteers responding to emergency; ensures safety of EOC and controls access of EOC staff, volunteers & visitors to EOC	
Potential EOC Staff Members		
<i>Name</i>	<i>Notes / Contact Information</i>	
Eben Patch	EOC Director	
Erik Bailey	EOC Coordinator, EOC Safety/Security Officer	
Rosemary Audibert	EOC Call Taker	
Beth Foy	EOC Public Information Officer	
Primary EOC Location		
Facility / Address:	Johnson Municipal Offices, 293 Lower Main Street West, Johnson, Vermont 05656	
Phone Numbers:		802-635-261
Equipment/Notes:	Kitchen, Restrooms, Meeting Space, Communication Equipment (telephones, radios)	
Alternate EOC Location		
Facility / Address:	Johnson Elementary School, 95 School Street, Johnson, Vermont 05656	
Phone Numbers:		802-888-672
Equipment/Notes:	Kitchen, Restrooms, Meeting Space	

3. Resources

Use municipal resources, mutual aid agreements, and local purchases first to get resources for response as needed and available.

Purchasing agents for emergencies:	EMD, Selectboard
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Emergency spending limits:	Per the Town of Johnson Procurement Policy, EMD has \$1,000 spending limit, Selectboard has all other spending authorities see policy for details.
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Businesses with Standing Municipal Contracts

<i>Type of Contract</i>	<i>Name</i>	<i>Contact Info</i>
Utility Partners	Jefferson Tolman	802-535-4598
Tech Group	Brian Manning	802-862-1197x113

Other Local Resources

<i>Type of Resources/Skills</i>	<i>Name</i>	<i>Contact Info</i>
Fuel (heating and diesel)	Fred's Energy	802-888-3827
Construction	Frank Dodge	802-635-7622
Construction	GW Tatro	802-644-9975
Tree Removal	Trees R Us	802-533-2347
Equipment	Johnson Farm & Garden	802-635-7282
Materials (Sand/Gravel/Stone)	Nadeau's/ Percy	

State support that is usually at no cost to the municipality:

- Vermont Hazardous Material (HAZMAT) Response Team (VHMRT)
- Vermont Urban Search and Rescue (USAR, VT-TF1)
- Vermont State Police and Special Teams
- Community Emergency Response Teams (CERTs)
- Swiftwater Rescue Teams
- Regional Shelter Support
- State government agency expertise / services
- Federal response agency expertise

State support the municipality will normally eventually have to pay for:

- Supplies and equipment (including sandbags)
- VTrans Equipment and Personnel
- Vermont National Guard Support

The State Emergency Operations Center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.

National Incident Management System (NIMS) Typed Resources												
Type	I	II	III	IV	Other	Type	I	II	III	IV	Other	
Critical Incident Stress Management Team				N/A		Hydraulic Excavator, Large Mass Excavation				N/A		
Mobile Communications Center				N/A		Hydraulic Excavator, Medium Mass Excavation				N/A		
Mobile Communications Unit				25		Hydraulic Excavator, Compact				N/A		
All-Terrain Vehicles	N/A	N/A	N/A	1		Road Sweeper				N/A		
Marine Vessels	N/A	N/A	N/A	N/A		Snow Blower, Loader Mounted				N/A		
Snowmobile	N/A	N/A	N/A	N/A		Track Dozer				N/A		
Public Safety Dive Team				N/A		Track Loader				N/A		
SWAT/Tactical Team				N/A		Trailer, Equipment Tag-Trailer		1				
Firefighting Brush Patrol Engine	N/A	N/A	N/A	1		Trailer, Dump				1		
Fire Engine (Pumper)			1	1		Trailer, Small Equipment				1		
Firefighting Crew Transport		2				Truck, On-Road Dump		3	1	2		
Aerial Fire Truck			N/A	N/A		Truck, Plow		3	1	3		
Foam Tender			N/A	N/A		Truck, Sewer Flusher				N/A		
Hand Crew				N/A		Truck, Tractor Trailer				N/A		
HAZMAT Entry Team				1		Water Pumps, De-Watering				1		
Engine Strike Team				N/A		Water Pumps, Drinking Water Supply - Auxiliary Pump				1		
Water Tender (Tanker)	1					Water Pumps, Water Distribution				N/A		
Fire Boat				N/A		Water Pumps, Wastewater				N/A		
Aerial Lift - Articulating Boom				N/A		Water Truck		N/A	N/A	N/A		
Aerial Lift - Self Propelled, Scissor, Rough Terrain				N/A		Wheel Dozer			N/A	N/A		
Aerial Lift - Telescopic Boom				N/A		Wheel Loader Backhoe	1					
Aerial Lift - Truck Mounted				1	1	Wheel Loader, Large				N/A		
Air Compressor	1			1		Wheel Loader, Medium		1				
Concrete Cutter/Multi-Processor for Hydraulic Excavator				N/A		Wheel Loader, Small				N/A		
Electronic Boards, Arrow				N/A		Wheel Loader, Skid Steer			2			
Electronic Boards, Variable Message Signs				N/A		Wheel Loader, Telescopic Handler				N/A		
Floodlights				2		Wood Chipper	1	N/A	N/A	N/A		
Generator				2		Wood Tub Grinder				N/A		
Grader		1										

Information about the NIMS Typed resources can be found at: <https://rtlt.preptoolkit.org>

4. Public Information and Warning

<i>During a significant emergency, the Emergency Operations Center (EOC) and Incident Command Posts (ICPs) will coordinate and manage public information, both by producing accurate, timely reports and by tracking what is publicly reported to minimize confusion and help ensure a positive public response.</i>	
VT-Alert message - State: Other VT-Alert managers:	Vermont Emergency Management: 800-347-0488 Request issuing VTAlert message Community Warning System
Important Local Websites / Social Media channels:	Post information on the Town Facebook and Town Website
Local Newspaper, Radio, TV:	Front Porch Forum, WLVB & WCAX Radio Stations, WPTZ Television News Station, News & Citizen
Public Notice locations:	Bulletin Boards at Municipal Offices, Sterling Market, and Library
<i>Vermont 2-1-1 is a United Ways of Vermont system that provides 24x7x365 information and referral services in cooperation with a large number of state and local government and community based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary.</i>	
To provide information for 2-1-1	Dial 211 or (802) 652-4636

5. Vulnerable Populations

<i>If necessary, the EOC may contact organizations and facilities, below, that serve vulnerable populations to identify residents who are at risk based on the emergency. If there are residents at risk or in danger, the EOC should monitor their status and if required coordinate support for them until their situation stabilizes.</i>	
<i>Name / Notes</i>	<i>Contact Info</i>
CARE (Citizen Assistance Registration for Emergencies) https://e911.vermont.gov/care	(Supporting PSAP)
Northern Vermont University, 131 College Hill	802-635-1205
Laraway Youth and Family Services, 275 Route 15	802-635-2805
Highland Heights Mobile Home Park, Wescom Road	802-888-5995
St. John's Knoll-Elderly Housing, 69 St. Johns Knoll	802-635-3501
Johnson Elementary School, 95 School Street	802-888-6727
Lamoille Mental Health Residential Care, Stearns Street	802-635-7174
Johnson Elementary Preschool, 57 College Hill	802-888-6727
Jenna's Promise Recovery Housing	802-343-8741
Teen Challenge, 1296 Collins Hill	802-635-7807
JES Beyond the Bell Program, 57 College Hill JES Connections	802-888-6727
Cote, Penny Childcare, 321 Lower Main East	802-730-4627
Lague, Suzanne Childcare, 127 Katy-Win East	802-635-1784

Future Einsteins Daycare, 29 George Hill Road	802-635-2400

6. Shelters

During some emergencies, the EOC will monitor or coordinate support for residents who are displaced due to property or infrastructure damage.

Spontaneous Sheltering

- Determine the approximate number of people who need sheltering
- Call the State EOC / Watch Officer at 800-347-0488 and request support
- Track the status of residents who need shelter until their situation stabilizes

Regional Shelter

Location / Address:	
Opening Contact:	State EOC, 800-347-0488; American Red Cross, 802-660-9130
Phone Numbers:	State EOC, 800-347-0488; American Red Cross, 802-660-9130

Primary Local Shelter

Location / Address:	Northern Vermont University, SHAPE Facility, 131 College Hill
Facility Contact(s):	Mike Palagonia (Director of Public Safety)
Phone Numbers:	802-635-1205
Shelter Manager:	Eben Patch
Staff Requirements:	5
Services:	Warm/Cool Overnight Food Prep Showers
Notes:	
	Capacity: 1,661 Generator? N Pets Allowed? No

Alternate Local Shelter

Location / Address:	Johnson Elementary School, 95 School Street
Facility Contact(s):	David Manning (Principal)
Phone Numbers:	802-888-6727
Shelter Manager:	Eben Patch
Staff Requirements:	5
Services:	Warm/Cool Overnight Food Prep
Notes:	
	Capacity: 265 Generator? N Pets Allowed? No

Annexes (Optional, create and letter as needed)

See list below.

See also list of maps created by CCRPC for municipality's All-Hazards Mitigation Plan <https://www.ccrpcvt.org/our-work/emergency-management/hazard-mitigation-plan/#municipal-plans> as example of types of maps CCRPC could provide as an Annex. We can also make maps showing locations of multi-family buildings, nursing homes, assisted or senior living facilities, mobile home parks, etc.

See the Vermont Emergency Management (VEM) web site at <http://vem.vermont.gov> for samples and examples of annexes, such as: forms; delegations of authority; debris plans; incident-specific plans, checklists, and matrices; animal disaster references; etc.

Contact Information

Position	Name	Phone numbers - indicate Mobile, Home, Work			E-mail
		Primary	Alternate	Alternate	
Local Emergency Management Team					
EMD	Eben Patch	802-881-6026			epatch@townofjohnson.com
EM Coordinator	Erik Bailey	802-316-1521			ebailey@townofjohnson.com
Local Response Organization Contacts					
Fire Chief	Arjay West	802-635-9597			outbackdesign2@gmail.com
Assistant/Deputy Fire Chief	Craig Carpenter	802-793-3457			
EMS Chief	Jeffery Johansen	802-334-2023			jeff.johansen@newportambulance.org
County Sheriff	Roger Marcoux	802-888-3502			roger.marcoux@lamoillesheriff.org
Local Dispatch Center	Roger Marcoux	802-888-3502			roger.marcoux@lamoillesheriff.org
Local Public Works Contacts					
Road Foreman	Jason Whitehill	802-730-9597	802-635-2274		publicworks@townofjohnson.com
Road Commissioner	Eben Patch	802-881-6026			epatch@townofjohnson.com
Town Garage	Jason Whitehill	802-730-9597	802-635-2274		publicworks@townofjohnson.com
Drinking Water Utility	Dan Copp	802-635-2951			dan.copp@utilittypartnersllc.com
Wastewater Utility	Dan Copp	802-635-2951			dan.copp@utilittypartnersllc.com
Municipal Government Contacts					
Town Administrator	Brian Story	802-793-8480	802-635-2611	802-428-4356	toadministrator@townofjohnson.com
Village Manager	Erik Bailey	802-316-1521			ebailey@townofjohnson.com
Selectboard Chair	Beth Foy	802-730-2771			bfoy@townofjohnson.com
Selectboard Alt	Eben Patch	802-881-6026			epatch@townofjohnson.com
Selectboard Alt	Duncan Hastings	802-635-9919			dhastings@townofjohnson.com
Town Clerk	Rosemary Audibert	802-635-2611			raudibert@townofjohnson.com

Contact Information

Position	Name	Phone numbers - indicate Mobile, Home, Work			E-mail
		Primary	Alternate	Alternate	
Town Treasurer / Finance	Rosemary Audibert	802-635-2611			raudibert@townofjohnson.com
Town Health Officer	Dean Locke				locke.dean@gmail.com
Forest Fire Warden	Corey Davis	802-242-2661			coreyjdavisvt@gmail.com
Animal Control Officer	Dean Locke				locke.dean@gmail.com
School Contact #1	David Manning	802-888-6727			dmanning@jesvt.org
School District Office	Lamoille North Supervisory Union and School District	802-851-1171			cgallagher@lnsd.org
Other Contacts					
Village Trustee Chair	Ken Tourangeau	802-730-3292			ktourangeau@townofjohnson.com
Village Trustee Vice Chair	BJ Putvain	802-673-8311			Bjputvain@townofjohnson.com
Village Trustee Member	Steve Hatfield	607-287-9846			Shatfield@townofjohnson.com
VEM Watch Officer / State Emergency Operations Center		800-347-0488			
LCPC		802-888-4548			

Contact Information

Procurement Policy

Town of Johnson, Vermont

SECTION 1 PURPOSE:

The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Johnson at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, to provide an accountability and protection for those individuals charged with the responsibility to make purchasing decisions, and to provide for increased public confidence in the procedures followed in public purchasing.

SECTION 2 AFFIRMATIVE ACTION AND LOCAL PREFERENCE:

Whenever possible, qualified small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases. If the purchase is federally funded in whole or in part, minority and women owned businesses must be included in the solicitation lists and all other affirmative action requirements outlined in the grant provisions must be followed. The Town may exercise a preference for local businesses for purchases funded exclusively by the Town but only if such a preference does not result in unreasonable prices or rates due to a lack of competition. For purchases funded in whole or in part with federal funding the Town may not exercise a preference for local businesses.

SECTION 3 CODE OF CONDUCT:

Employees, officers, and agents of the Town who are involved in the procurement and selection of bids and purchases shall make reasonable efforts to avoid real, apparent, or potential conflicts of interest. No employee, officer or agent of the Town shall participate in selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer, or agent,
- any member of his or her immediate family,
- his or her partner, or
- an organization which employs, or is about to employ, any of the above, has a financial or personal interest in the firm/vendor selected for award.

An employee, officer or agent of the Town who is involved in the procurement and selection of a bid or purchase and who has a real or apparent conflict of interest must disclose that conflict of interest within the context of a duly warned Selectboard meeting that occurs before the bid selection or purchase takes place. Such disclosure must be documented in the minutes for that meeting which shall be retained as part of the official record surrounding the bid or purchase.

Officers, employees and agents of the Town will not solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub - agreements.

Officers, employees and agents who fail to follow the above Code of Conduct shall be sanctioned or disciplined, to the extent permitted by law, for violations of the above standards.

SECTION 4 DOCUMENTATION:

Records documenting the procurement process for any Minor or Major purchases, as those terms are defined below, including the reason for the specific procurement method chosen, the basis for the award and contract pricing (showing evidence that the process was fair and equitable), as well as any other significant decisions that were part of the procurement process shall be maintained for a period of at least three years from the date of the submission to the Federal government of the final expenditure report if the purchase or project was funded with federal grants, or until the completion of any litigation, claim, negotiation, audit, or other action involving the records, whichever is longer. Otherwise, records shall be maintained by the Town in accordance with the retention and disposition schedules as set by the Vermont State Archivist.

SECTION 5 PURCHASING AUTHORITY:

a. Purchasing Agents.

The following employees are designated to act as Purchasing Agents for the Town:

Town Administrator

Public Works Supervisor

Recreation Coordinator

Town Clerk

Library Director

Purchasing Agents are responsible for ensuring that the best possible price, quality, and timeliness are obtained with each purchase and Purchasing Agents shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. Purchasing Agents shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

b. Incidental Purchases.

Employees who have been designated to act as Purchasing Agents may make or approve purchases of up to \$1,000 without prior selectboard approval, provided those purchases are limited to the amount of the budget authorized by the Town.

c. Minor Purchases.

Employees who have been designated to act as Purchasing Agents may make purchases with a value between \$1,001 and \$5,000 only with prior approval of the Selectboard and are limited to the amount of the budget authorized by the Town. Although not required, competitive quotes from at least two vendors should be obtained whenever possible.

d. Major Purchases.

All purchases over \$5,000 require prior approval of the Selectboard. The Selectboard shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. The Selectboard shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors or bidders, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

If federal funding is used for purchases between \$10,000 (\$2,000 in the case of construction projects subject to Davis Bacon requirements) and \$250,000, price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition.

For all major purchases with a value between \$5,000 and \$10,000, price and rate quotations shall be obtained from at least two qualified vendors to ensure that the Town has received a fair and reasonable price. Vendors will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, and skill of the vendor demonstrated under prior contracts with the Town.

Large purchases with a value of \$10,000 or more must follow a sealed bid process as outlined below.

Purchases at or exceeding \$250,000 or construction projects of any value that are funded with federal dollars must follow a sealed bid process as outlined below and also follow any procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing.

SECTION 6 SEALED BID PROCESS:

The sealed bid process shall be initiated by the issuance of a Request for Bids prepared by the Selectboard or its designee. Notice of the Request for Bids shall be made by letters to known providers soliciting bid responses, advertisements posted in three public locations within the Town, and advertisements placed in a newspaper of general circulation in the region.

a. BID SPECIFICATIONS.

A list of bid specifications shall be prepared for each purchase over \$10,000 and shall be available for inspection at the Town office. Bid specifications shall include:

Bid name.

Bid submission deadline.

Date, location, and time of bid opening.

Specifications for the project or services including quantity, design, and performance features.

Bond and/or insurance requirements.

A copy of the proposed contract.

Any special requirements unique to the project or purchase.

Delivery or completion date.

For construction projects in excess of \$500,000, language that sets a requirement for a bid guarantee in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid. If federally grant funded, the bidders must also include costs for Davis Bacon compliance if that is a requirement of the federal agency providing the funding.

For construction projects over \$2,000, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act.

Language that reserves for the Selectboard the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest. The Selectboard reserves the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.

Once a Request for Bids has been issued, the bid specifications will be available for inspection at the Town office.

b. BID SUBMISSION.

All bids must be submitted in sealed envelopes, addressed to the Town in care of the Selectboard, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.

Bidders shall bid to specifications and any exceptions must be noted by the bidder. A bidder

submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

c. BID OPENING.

Every bid received prior to the bid submission deadline will be publicly opened and read aloud by the Selectboard. The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid, and the bid for each alternate; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required.

d. CRITERIA FOR BID SELECTION.

In evaluating bids, the Selectboard will consider the following criteria:

- Price.
- Bidder's ability to perform within the specified time limits.
- Bidder's experience and reputation, including past performance for the Town.
- Quality of the materials and services specified in the bid.
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
- Bidder's financial responsibility.
- Bidder's availability to provide future service, maintenance, and support.
- Nature and size of bidder.
- Local, minority, and women-owned businesses may be granted preference. Such preference may not exceed 15% of the lowest bid.
- Contract provisions that are acceptable to the Town.

- For construction projects over \$2,000, contractor's indication of acceptance of wages in the current wage determination provided as part of the Request for Bids.

- Any other factors that the Selectboard determines are relevant and appropriate in connection with a given project or service.

In addition to the above, in the case of a contract supported by federal funds, the additional criteria shall apply:

There shall be no preference exercised for local contractors or suppliers.

Minority and women-owned businesses must be included in the solicitation list for the request for proposal.

13. The Selectboard will not select a bidder who is listed on the Excluded Parties List System website (<https://www.sam.gov>).

e. CHANGE ORDERS.

If specification changes are made prior to the close of the bid process, the Request for Bids will be amended and notice shall be sent to any bidder who already submitted a bid and a new bid process will be initiated. Once a bid has been accepted, if changes to the specifications become necessary, the Selectboard will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Town must sign the change order.

f. EXCEPTIONS.

The following exceptions may apply, however there must be written documentation created and maintained that outlines the process and rationale for such exceptions:

i. Competitive Proposals.

If time does not permit the use of sealed bids, or the award will be made on the basis of non-price related factors, a competitive proposal process shall be initiated by the issuance of a Request for Bids (RFB) or Request for Qualifications (RFQ) prepared by the Selectboard or its designee that includes the factors that will be used to evaluate and compare the proposals. Bids or qualifications shall be obtained from an adequate number of qualified sources (at least two vendors) to ensure that the Town has received a fair and reasonable price and all notification and record keeping requirements of the sealed bid process shall be followed. If architectural or engineering services are being solicited, this process should be used with the most qualified firm or individual awarded the bid and price or fees negotiated after the award. If competitive proposals are used, all of the above steps in the sealed bid process should be followed except that: 1) the bid submission need not be sealed; and 2) price will not be the primary factor in the proposal selection.

ii. Sole Source Purchases.

If the Selectboard determines that there is only one possible source for a proposed purchase, it may waive the bid process and authorize the purchase from the sole source.

iii. Recurring Purchases.

If the total value of a recurring purchase of a good or service is anticipated to exceed \$50,000 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Selectboard votes to initiate a new bid process.

iv. Emergency Purchases.

The Selectboard may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. Emergency expenditures may include immediate repair or maintenance of town property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Town services.

v. Professional Services.

The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, risk management, and insurance services.

Federally funded non-competitive purchases for \$250,000 or more require a cost analysis to determine the reasonableness of the proposed pricing and should be completed in accordance with the requirements of the federal or state agency issuing the grant funding.

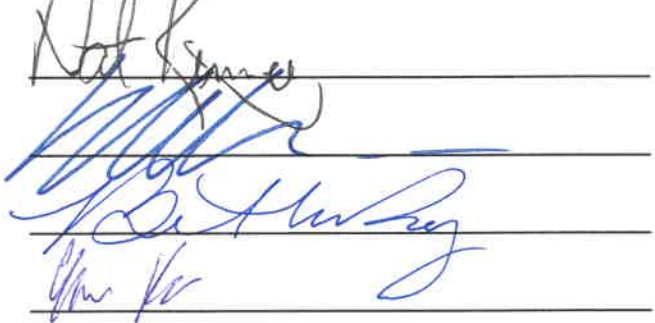
The foregoing Policy is hereby adopted by the Selectboard of the Town of Johnson, Vermont, this 7th day of September 2021 and is effective as of this date until amended or repealed.

SIGNATURES.



Selectboard Chair

Selectboard members:

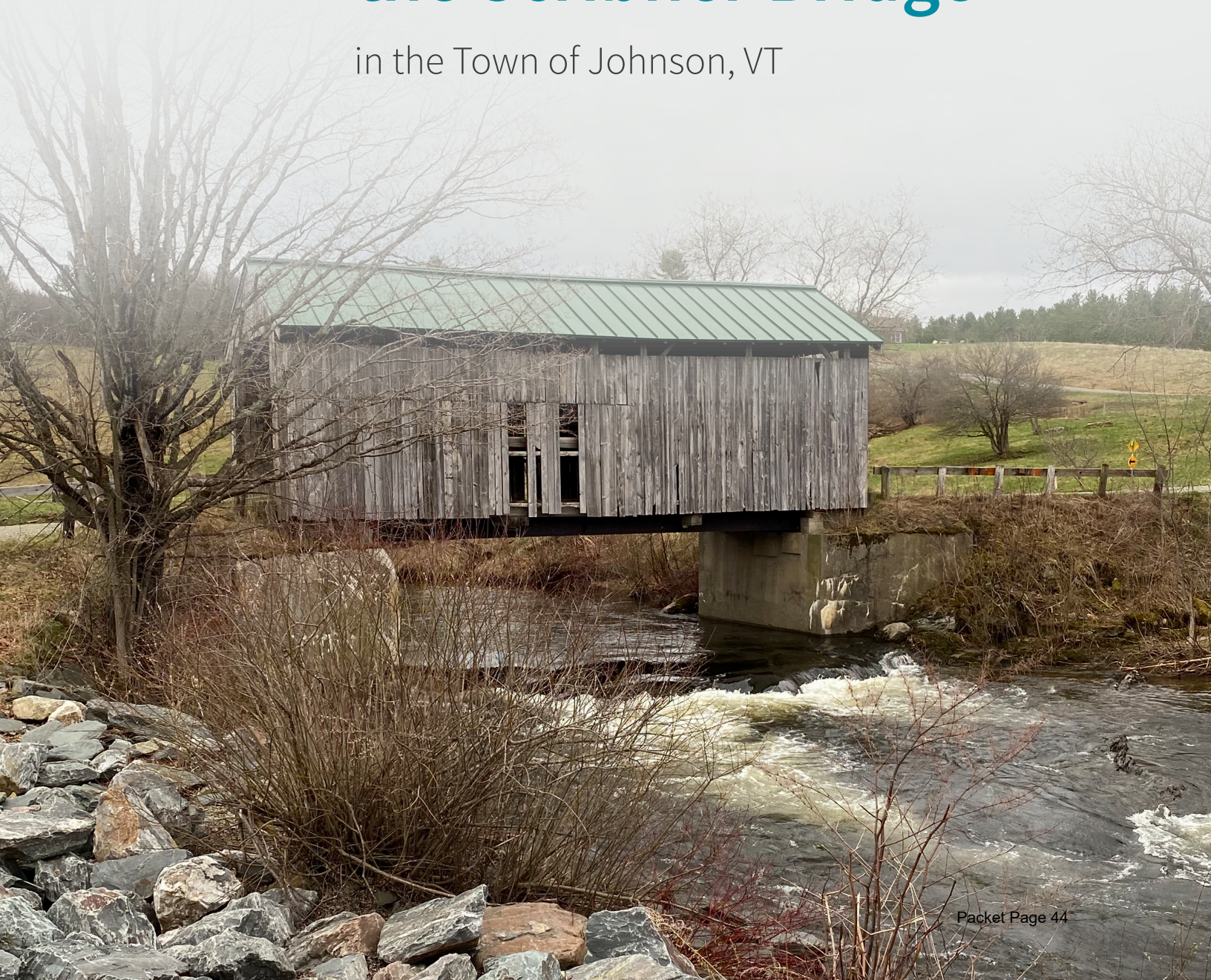




April 28, 2023 | Cost Proposal
Lamoille County Planning Commission

Scoping Study for **the Scribner Bridge**

in the Town of Johnson, VT





Labor Budget

Task	Director	Senior Project Manager	Structural Engineer	Structural Designer	Survey Chief	Water Resources Manager	Water Resources Engineer	Environmental Project Manager	Environmental Specialist	Historic Preservationist	Total Hours	Direct Labor Costs
PHASE A: PROJECT DEFINITION												
1.0 Project Kick-off												
1.1 Kick-Off Meeting		4	4	4		4	4				20	\$1,025.48
2.0 Compie Base Map/Document Existing Conditions												
2.1 Base Mapping & Existing Condition Memo		2		8	2	2		2		8	26	\$1,086.82
3.0 Local Concerns & Purpose and Need Statement												
3.1 Local Concerns Meeting	1	2		6							9	\$436.85
3.2 Purpose and Need Statement		1		4							5	\$204.95
4.0 Resource Indentification												
4.1 Indentify Lane Use Context		1							2		3	\$217.31
4.2 Identify Natural & Cultural Resources & Permit. Req.		1				2	2	8	12	12	37	\$1,717.23
5.0 Hydrological Analysis & Existing Hydraulics												
5.1 Hydrological Analysis & Existing Hydraulics						4	8				12	\$515.76
6.0 Alternatives Type Study												
6.1 Development of Alternatives	2	4	12	28		2	4	2	4	4	62	\$2,761.22
6.2 Hydraulic Analysis						8	16				24	\$1,031.52
6.3 Progress Meeting(s) (2 Virtual Meetings Assumed)		2	1	2		1		2		2	10	\$548.40
7.0 Alternatives Meeting												
7.1 Alternatives Presentation Meeting		4	2	6	1	1	1	1		2	18	\$886.26
8.0 Draft Report												
8.1 Conceptual Cost Estimates		2	2	4							8	\$392.46
8.2 Anticipated Maintenance Costs			2	4							6	\$241.76
8.3 Draft Report		4	5	16		1		1		1	28	\$1,266.68
8.4 Draft Report Presentation		4		4							8	\$431.00
9.0 Final Report												
9.1 Final Report	1	1		2							4	\$231.90
TOTAL PROJECT HOURS	4	32	28	88	3	25	37	18	24	21	280	
DIRECT HOURLY RATES:	\$91.75	\$75.35	\$56.08	\$32.40	\$36.06	\$56.14	\$36.40	\$70.98	\$34.72	\$39.36		\$12,995.60
OVERHEAD (167.56%):	\$153.74	\$126.26	\$93.97	\$54.29	\$60.42	\$94.07	\$60.99	\$118.93	\$58.18	\$65.95		\$21,775.61
PROFIT (10%):	\$24.55	\$20.16	\$15.01	\$8.67	\$9.65	\$15.02	\$9.74	\$18.99	\$9.29	\$10.53		\$3,477.30
TOTAL LABOR COSTS:	\$1,080.16	\$7,096.64	\$4,621.68	\$8,391.68	\$318.39	\$4,130.75	\$3,963.81	\$3,760.20	\$2,452.56	\$2,432.64		\$38,248.51

TOTAL LABOR COSTS \$38,248.51

DIRECT EXPENSES (VHB) \$1,030.69

SUBCONSULTANT EXPENSES (ARECHOLOGICAL SERVICES) \$3,000.00

PROJECT TOTAL \$42,279.20

VHB Direct Expense	Unit Cost	Units	Quantity	Cost
Full Size Plotting—Working Drawings	\$0.29	SF	11	\$3.19
Half Size Printing—Working Drawings	\$0.08	EACH	250	\$20.00
Color Plots (Meeting roll plans)	\$4.00	SF	11	\$44.00
Printing (Black & White)	\$0.08	EACH	250	\$20.00
Printing (Color)	\$0.46	EACH	50	\$23.00
Travel (Assumes 10 Trips @ 110 miles each)	\$0.655	Miles	1,100	\$720.50
Misc. expenses	\$200.00	LS	1	\$200.00
TOTAL				\$1,030.69



