

Town of Johnson  
Town Administrators Report

Monday, October 23, 2023; 6:30 pm

6:30 p.m. Call to order and Standing Items

1. Consider additions or adjustments and approving agenda
2. Review invoices and orders
3. Selectboard issues and concerns
4. Planned Purchases for consideration

7:00 p.m. Administrator's report, action items, and business of the Selectboard

5. RFP for Municipal Building and Public Library for Emergency Preparedness Measures FEMA approval
  - a. The draft for these RFP's are complete. There are two Request for Proposals. The first is for spray foam insulation of both buildings. The second is for general construction to make the lobby of the Municipal Building accessible to the general public so we can open the Municipal Building. Also included in the second RFP is construction to winterize the library. I still have to complete and include the contract for the contractor who will award this work. The contract must meet FEMA guidelines and must be included per our Procurement Policy. On Monday prior to the meeting, I will be meeting with FEMA consultant to go over these RFP's and contract to ensure compliance with FEMA's procurement process. I will email these out and bring them to the meeting on Monday night for Approval.
6. VLCT Uninsured Motorist coverage decision
  - a. VLCT is requiring the board to make a decision to increase our uninsured and under insured motorist coverage to the standard or to keep the existing policy. The increase is from about \$60 annually to about \$400 annually. The current coverage is \$250,000, the standard is \$10,000,000. The need for this is minimal. If an employee is injured by an under insured motorist, worker compensation would kick in first.
7. Lamoille Economic Development Corporation Local Development District contract approval
  - a. The Lamoille Economic Development Corporation has agreed to contract with the Town of Johnson for the role of Local Development District. This role is required for the NBRC grant for the light industrial park.

Town of Johnson  
Town Administrators Report

Budget FY25

8. FY25 Draft Budget

- a. Budget season is here! Beth Foy has prepared a draft budget to start this season and get us on track. Although I have a lot of experience with municipal budgeting, I do not have any with Johnson. I'm excited to learn the local process and learn how I can help the board make this a smooth budget process.
- b. Town Treasurer, Rosemary Audibert, is expected to attend.

## TOWN OF JOHNSON

### Request for Proposals for Emergency Preparedness Measure Insulation (FEMA)

to Municipal Building and the Library of the Town of Johnson, Vermont

Issued: October 24th, 2023

Due: November 2nd, 2023, at  
3:00pm.

Opening: November 2<sup>nd</sup>, 2023, at 3:00pm. All  
Bidders are welcome to attend.

#### I. PROJECT BACKGROUND

The Town of Johnson, VT (“Town”) is seeking bids to provide spray foam insulation services for emergency winter preparedness associated with water damage from the July 11, 2023, Flood Event. The Johnson Municipal Building and the Johnson Library endured several hours of flood waters causing damage to the flooring and walls, including the insulation. The insulation was removed below 24” at the Municipal Building and below 48” at the Library Building. The spray foam will be transitioned to fiberglass at 24” in the Municipal Building. The spray foam will be transitioned to dense pack cellulose at the Library. The buildings associated with the work is:

- Municipal Offices – 293 Lower Main Street West, Johnson, VT 05656
- Johnson Library – 7 Library Street, Johnson, VT 05656

#### II. SCOPE OF WORK

Included in the proposal’s scope of work as outlined in Attachment A:

1. The contractor shall supply all labor, material, supervision, and equipment to complete project.
2. All work shall be performed in accordance with contract documents, specifications and drawings, and all relevant codes, regulations and requirements as deemed necessary by the Town.

#### WORK SPECIFIC CONDITIONS

1. Obtain and pay for necessary permits, licenses and certificates and give notices as required during the performance of the work. Electrical & Mechanical permits may be required. Payment will be held until all permits are closed.
2. Coordinate work with all Town staff within the affected building to minimize discomfort and displacement of employees in the building. The building will be occupied during this contract.

### **III. RESPONSE FORMAT**

Questions concerning this Request for Proposals (RFP) must be made via email to the point of contact below. Responses to all submitted questions will be posted at:

<https://www.townofjohnson.com>.

Any revisions, addendums, and answers to questions received by the Question Deadline will be sent to Contractors who directly received this RFP.

- **Questions Due: October 30, 2023, at 4:00 PM**
- **Question Response: November 1, 2023 by 5:00 PM**

**In-Person Site Visit: Wednesday October 25th, 2023, from:**

**11:00AM – 1:00PM** Municipal Offices – 293 Lower Main Street West, Johnson, VT 05656

**1:15PM – 3:00PM** Johnson Library, 7 Library Street, Johnson, VT 05656

All proposals in response to this Request for Proposals must be received electronically with the subject “EMERGENCY PREPAREDNESS MEASURES ISULATION (FEMA) – Proposal Submission” to the point of contact below, by the date and time provided.

Point of Contact:

Thomas Galinat  
Johnson Town Administrator  
PO BOX 383  
Johnson, VT 05656  
[tojadministrator@townofjohnson.com](mailto:tojadministrator@townofjohnson.com)  
802-635-2611

**Due Date/Time: November 2nd, 2023, 3:00PM**

### **IV. CONTRACTOR SELECTION**

Proposals shall be evaluated based on the criteria listed below. Each firm shall respond to evaluation criteria items 1 through 5 in a concise and easily identifiable manner. Information and/or factors gathered during discussions and/or negotiations also shall be utilized in the final selection decision.

Criteria:

1. Priority assigned to the project and current workload of the firm with particular reference to the personnel and other resources being proposed.
  - a. Proposed project manager past performance to meet deadlines
  - b. Contractor capacity to complete work by December 1, 2024

2. Qualifications of staff.
  - a. Areas of expertise shall include:
    - i. Construction Management
    - ii. Commercial Building Insulation Experience
3. Past performance record and relevant experience.
  - a. Approach to project to complete in timeline – how does it relate to past projects
  - b. Quality of work, timeliness, and diligence
4. Financial responsibility of the firm: the firm must agree to carry general liability insurance (to cover errors and omissions) in an amount not less than minimum required by town policy, the Town’s insurer or as may be required by the Selectboard. Each firm shall state how Engineering omissions and/or errors have been handled by the firm in the past and how any Engineering omissions or errors will be handled for this project.

Selection Process

The Town Administrator may engage in individual interviews with each firm deemed fully qualified, responsible, and suitable to provide the required services based on the initial responses and with emphasis on professional competence and experience.

Evaluation Criteria Assigned Weight

1. Proposed Schedule & Timeline 40%
  2. Qualifications 20%
  3. Past Performance 25%
  4. Financial Responsibility 15%
- TOTAL WEIGHT 100%

Proposals will be reviewed and evaluated by Town staff based on the information provided. Additional information may be requested prior to final selection.

**V. SUBMISSIONS**

Contractors are encouraged to be concise. All proposals must include, but are not limited to, the following:

1. All documents must be in PDF format.
2. Proposed scope of work and timeline to complete each task.
3. Completed bid form (Attachment A) including price for each item, and signature by authorized representative for the firm.
4. A brief description of your firm’s history and experience with the outlined work. If your firm intends to partner with another company, also provide pertinent information on the subcontractor.

5. A work history of up to three (3) related projects showing for each:
  - a. Name, address and phone number for each client.
  - b. Brief project description.
  - c. Statement as to whether project was completed on time and within budget.

Location of the office from which the management of the project will take place.

## **VI. CONTRACTING**

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the minimum recommended by the town's insurance carrier, VLCT (Attachment A in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the Town.

If the award of the contract aggrieves any firms, they must appeal in writing to the Town. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

## **VII. AGREEMENT REQUIREMENTS**

The selected consultant will be required to execute a contract with the Town on the terms and conditions required by the Town, including but not limited to compliance with State of Vermont and FEMA Procurement and Contractual Requirements.

## **VIII. LIMITATIONS OF LIABILITY**

The Town assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

## **IX. COSTS ASSOCIATED WITH PROPOSAL**

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The Town will not reimburse any person or entity for any costs incurred.

**X. INDEMNIFICATION**

Any party responding to this Request for Proposals is acting in an independent contractor and not as an officer or employee of the Town. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the Town, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising because of the responding party's acts and/or omissions in or related to the submission of the response.

**XI. REJECTION OF PROPOSALS**

The Town reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the Town deems will meet its best interests, even if that proposal is not the lowest bid. The Town reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the Town to award a contract.

**XII. OWNERSHIP OF DOCUMENTS**

Any materials submitted to the Town in response to this Request for Proposals shall become the property of the Town unless another arrangement is made by written agreement between the Town and the responding party. The responding party may retain copies of the original documents.

**XIII. PUBLIC RECORDS**

All records submitted to the Town, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the Town. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the Town consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**XIV. PUBLIC HEALTH EMERGENCIES**

Bidders are advised that public health emergencies, as declared by the Town, the State of Vermont, or the Federal Government, like during the pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work. The Town may require a public health emergency plan be submitted should such emergency be declared during the performance of this work. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies;
- 2) A schedule for possible updates to the plan in advance of the start of work
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The Town will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid. While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the Town will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant. If a public health emergency is declared, the Town will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.



**ATTACHMENT A – SCOPE OF WORK and BID FORM**

The below list is intended to identify all elements and create an environment ready for winter conditions. Submitted unit pricing includes all labor, equipment, materials, and cleaning to prepare for new materials.

CONTRACTOR – PLEASE ENTER IN UNIT PRICE AND CALCULATE THEN ENTER COST

ITEM	NARRATIVE	QUANTITY	UNIT PRICE	COST
<b>Spray Foam Insulation – Municipal Building</b>	Install insulation in exterior walls	300 linear feet of 6” cavity, 24” in height.		
<b>Spray Foam Insulation - Library</b>	Install insulation in exterior walls	160 linear feet of 4” cavity, 48” in height.		

Total Cost shall be written out here in U.S. Dollars \$: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_ Date Signed: \_\_\_\_\_

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

Cost proposals are valid for 60 days from RFP submittal deadline date.

## TOWN OF JOHNSON

### Request for Proposals for General Construction for Emergency Preparedness Measures FEMA to the Municipal Building and the Library of the Town of Johnson, Vermont

Issued: October 24, 2023

Due: November 2nd, 2023, at 3:00pm

Opening: November 2<sup>nd</sup>, 2023, at 3:30pm.  
All Bidders are welcome to attend.

#### I. PROJECT BACKGROUND

The Town of Johnson, VT (“Town”) is seeking bids to provide construction services for building repairs associated with water damage from the July 11, 2023, Flood Event. The Johnson Municipal Building and the Johnson Library endured several hours of flood waters causing damage to flooring and walls. The lower 24” of the Municipal Building Walls were removed down to the stud and exterior sheathing. The municipal building is seeking drywall, trim, and general carpentry to repair the lobby and elevator access to make the Municipal Building safe and operation to be open to the public. The lower 48” of the Library was removed down to the studs and exterior sheathing. The Library is seeking general winterization measures to broken windows and to insulate wall cavities. The Library wall cavities are partially filled with dense pack cellulose, the existing insulation may or may not be filled throughout each cavity. The insulation “fell” out during the removal of the lower 48” of the walls. The buildings associated with the work are:

- Municipal Offices – 293 Lower Main Street West, Johnson, VT 05656
- Johnson Library – 7 Library Street, Johnson, VT 05656

#### II. SCOPE OF WORK

Included in the proposal’s scope of work as outlined in Attachment A:

1. The contractor shall supply all labor, material, supervision, and equipment to complete project.
2. All work shall be performed in accordance with contract documents, specifications and drawings, and all relevant codes, regulations and requirements as deemed necessary by the Town.

#### WORK SPECIFIC CONDITIONS

1. Obtain and pay for necessary permits, licenses and certificates and give notices as required during the performance of the work. Electrical & Mechanical permits may be required. Payment will be held until all permits are closed.
2. Coordinate work with all Town staff within the affected building to minimize discomfort and displacement of employees in the building. The building will be occupied during this contract.

### **III. RESPONSE FORMAT**

Questions concerning this Request for Proposals (RFP) must be made via email to the point of contact below. Responses to all submitted questions will be posted at:

<https://www.townofjohnson.com>.

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All proposals in response to this Request for Proposals must be received electronically with the subject “General Construction for Emergency Preparedness Measures FEMA – Proposal Submission” to the point of contact below, by the date and time provided.

Point of Contact:

Thomas Galinat  
Johnson Town Administrator  
293 Lower Main Street West  
Johnson, VT 05656  
[tojadministrator@townofjohnson.com](mailto:tojadministrator@townofjohnson.com)  
802-635-2611

**Due Date/Time: November 2<sup>nd</sup>, 2023 3:00PM**

### **IV. CONTRACTOR SELECTION**

Proposals shall be evaluated based on the criteria listed below. Each firm shall respond to evaluation criteria items 1 through 5 in a concise and easily identifiable manner. Information and/or factors gathered during discussions and/or negotiations also shall be utilized in the final selection decision.

Criteria:

1. Priority assigned to the project and current workload of the firm with particular reference to the personnel and other resources being proposed.
  - a. Proposed project manager past performance to meet deadlines
  - b. Contractor capacity to complete work by December 1, 2024

2. Qualifications of staff.
  - a. Areas of expertise shall include:
    - i. Construction Management
    - ii. Commercial Building (floors, walls, utilities) Experience
    - iii. Ability to inspect wall cavities for the presence of insulation (thermal imaging)
3. Past performance record and relevant experience.
  - a. Approach to project to complete in timeline – how does it relate to past projects
  - b. Quality of work, timeliness, and diligence
4. Financial responsibility of the firm: the firm must agree to carry general liability insurance (to cover errors and omissions) in an amount not less than minimum required by town policy, the Town’s insurer or as may be required by the Selectboard. Each firm shall state how Engineering omissions and/or errors have been handled by the firm in the past and how any Engineering omissions or errors will be handled for this project.

**Selection Process**

The review committee may engage in individual interviews with each firm deemed fully qualified, responsible, and suitable to provide the required services based on the initial responses and with emphasis on professional competence and experience.

**Evaluation Criteria Assigned Weight**

1. Proposed Schedule & Timeline 40%
  2. Qualifications 20%
  3. Past Performance 25%
  4. Financial Responsibility 15%
- TOTAL WEIGHT 100%

Proposals will be reviewed and evaluated by Town staff based on the information provided. Additional information may be requested prior to final selection.

**V. SUBMISSIONS**

Contractors are encouraged to be concise. All proposals must include, but are not limited to, the following:

1. All documents must be in PDF format.
2. Proposed scope of work and timeline to complete each task.
3. Completed bid form (Attachment A) including price for each item, and signature by authorized representative for the firm.
4. A brief description of your firm’s history and experience with the outlined work. If your firm intends to partner with another company, also provide pertinent information on the

subcontractor.

5. A work history of up to three (3) related projects showing for each:
  - a. Name, address and phone number for each client.
  - b. Brief project description.
  - c. Statement as to whether project was completed on time and within budget.

Location of the office from which the management of the project will take place.

## **VI. CONTRACTING**

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the minimum recommended by the town's insurance carrier, VLCT (Attachment A in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the Town.

If the award of the contract aggrieves any firms, they must appeal in writing to the Town. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

## **VII. AGREEMENT REQUIREMENTS**

The selected consultant will be required to execute a contract with the Town on the terms and conditions required by the Town, including but not limited to compliance with State of Vermont and FEMA Procurement and Contractual Requirements.

## **VIII. LIMITATIONS OF LIABILITY**

The Town assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

## **IX. COSTS ASSOCIATED WITH PROPOSAL**

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The Town will not reimburse any person or entity for any costs incurred.

**X. INDEMNIFICATION**

Any party responding to this Request for Proposals is acting in an independent contractor and not as an officer or employee of the Town. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the Town, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising because of the responding party's acts and/or omissions in or related to the submission of the response.

**XI. REJECTION OF PROPOSALS**

The Town reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the Town deems will meet its best interests, even if that proposal is not the lowest bid. The Town reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the Town to award a contract.

**XII. OWNERSHIP OF DOCUMENTS**

Any materials submitted to the Town in response to this Request for Proposals shall become the property of the Town unless another arrangement is made by written agreement between the Town and the responding party. The responding party may retain copies of the original documents.

**XIII. PUBLIC RECORDS**

All records submitted to the Town, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the Town. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the Town consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**XIV. PUBLIC HEALTH EMERGENCIES**

Bidders are advised that public health emergencies, as declared by the Town, the State of Vermont, or the Federal Government, like during the pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work. The Town may require a public health emergency plan be submitted should such emergency be declared during the performance of this work. This plan

will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies;
- 2) A schedule for possible updates to the plan in advance of the start of work
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The Town will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid. While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the Town will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant. If a public health emergency is declared, the Town will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

**ATTACHMENT A – SCOPE OF WORK and BID FORM**

The below list is intended to identify all damaged elements and return them to pre-flood conditions. Submitted unit pricing includes all labor, equipment, materials, and cleaning to prepare for new materials.

CONTRACTOR – PLEASE ENTER IN UNIT PRICE AND CALCULATE THEN ENTER COST

ITEM	NARRATIVE	QUANTITY	UNIT PRICE	COST
<b>Drywall – Municipal Building</b>	Replace drywall sheetrock, tape and prep for painting in the lobby and around elevator access			
<b>Interior Doors – Municipal Building</b>	Replace two wooden interior doors			
<b>Trim – Municipal Building</b>	Replace missing trim in the lobby and elevator access			
<b>Windows – Library Building</b>	Secure and insulate broken windows, temporary safety measure			
<b>Insulation – Library</b>	Block cavities at spray foam transition, inspect and fill as needed with dense pack cellulose. Repair any holes to “paint ready” from the insulation process			

Total Cost shall be written out here in U.S. Dollars \$: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_ Date Signed: \_\_\_\_\_

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

Cost proposals are valid for 60 days from RFP submittal deadline date.





**COVERAGE DIRECTION FORM - Uninsured/Underinsured Motorist (UM/UIM)**

Covering Entity:

VLCT Property & Casualty Intermunicipal Fund, Inc. (The Fund)  
89 Main Street, Suite 4  
Montpelier, VT 05602-2948

Name and Address of Named Member:

Johnson Town

PO Box 383

Johnson

VT

05656

Policy No: P3352024-01

Policy Effective Date: 1/1/2024

**Please select ONE of the options below:**

- On behalf of the Undersigned Municipality, I hereby direct The Fund to provide **uninsured/underinsured motorist coverage with a limit of \$250,000 per occurrence**, which is less than the standard auto liability limit of coverage. This coverage direction shall apply to this and future policy years, unless a change in coverage limit is requested, and applies to all locations and all activities of the Named Member.
- On behalf of the Undersigned Municipality, I hereby request the standard \$10,000,000 uninsured/underinsured motorist coverage limit and agree to the additional cost of coverage:

**I affirm that I am authorized to sign this document on behalf of the municipality.**

Municipal Representative Name: Thomas Galinat

Title: Town Administrator

Signature of Authorized Member Agent:

**This is a summary disclosure only. Refer to the actual language of the VLCT PACIF Property & Casualty Coverage Document and the Policy Declarations. If you have questions about UM/UIM coverage, please contact Underwriting at the number below or via email at [underwriting@vlct.org](mailto:underwriting@vlct.org)**

## TOJ Administrator-Shared Mailbox

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**From:** Kelly Knotek <kknotek@vlct.org>  
**Sent:** Friday, October 20, 2023 12:06 PM  
**To:** TOJ Administrator-Shared Mailbox  
**Subject:** RE: Underinsured Motorist

Hi Thomas,

The existing limit of \$250,000 is about \$60. To increase to the \$10M limit it is roughly an additional \$400 (give or take depending on Johnson's modification factors for the renewal). We don't see many UM/UIM claims for municipalities because if a member's employee gets injured in an auto accident, the worker's comp coverage takes care of their injuries whether the other driver has insurance or not. Where we have seen it come into play is when a police officer gets injured when a suspect uses a vehicle to cause harm to the officer. In some suits an attorney has sought additional compensation for their client (our member's employee) via the UM/UIM limit on top of the worker's compensation they are already entitled to.

I hope this helps but if you have additional questions I'm happy to chat over the phone.

Kelly Knotek  
Underwriting Supervisor  
Vermont League of Cities & Towns PACIF  
802-262-1972 (direct line)  
[kknotek@vlct.org](mailto:kknotek@vlct.org)

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**From:** TOJ Administrator-Shared Mailbox <tojadministrator@townofjohnson.com>  
**Sent:** Friday, October 20, 2023 11:14 AM  
**To:** Kelly Knotek <kknotek@vlct.org>  
**Subject:** Underinsured Motorist

**CAUTION: This email originated from outside of VLCT's email system. Maintain caution when opening external links/attachments**

Kelly,

Do you know what the additional cost of coverage is for the \$10,000,000 standard? I would like to know so I can report to the board.

Thanks!

Thomas Galinat  
Town Administrator  
Town of Johnson  
Office: 802-635-2611  
Web: <http://townofjohnson.com/>

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

# General Contract for Services

This contract for Services is made effective as of 10/19/23, by and between LEDC Executive Director Pat Ripley of Lamoille Economic Development Corporation (LEDC) and Town Selectboard Chair Beth Foy of the Town of Johnson.

1.

**SCOPE OF SERVICES.** Beginning on 10/19/23, LEDC will provide to the Town of Johnson the following services (collectively, the “Services”):

LDDs shall have the following scope of services pertaining to the Grant Administration:

- **Quarterly Reporting:** Ensure that the grantee files quarterly reports on time and with enough information to provide a meaningful outline of where the project is at in the process.
  - **Reimbursement Requests:** Provide guidance to grantees on filing reimbursements requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.
  - **Final Reporting:** Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
  - **General Assistance:** Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC. (NOTE: it is not expected for the contract amount, that the LDD will conduct bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes. If a grantee wishes to engage the LDD in these processes you may enter a separate Grant Management contract with the grantee.)
2. **PAYMENT.** Payment shall be made to LEDC, in an amount not to exceed, \$17,238.50 upon completion of the services described in this Contract. Payments will be made on a reimbursable basis, based on the # of hours worked. Charges may include wages & fringe plus the Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. Approved ICR will be maintained on record by the LDD.
3. **TERM.** This Contract will terminate automatically upon completion by the contract date as listed within the Grantee’s Contract between the Grantee and Northern Border Regional Commission or the completion of the project, whichever comes first.

4. **INDEMNIFICATION.** The Town of Johnson agrees to indemnify and hold LEDC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against the Town of Johnson that results from the acts or omissions of LEDC and/or LEDC's employees, agents, or representatives.
5. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
  - The failure to make a required payment when due.
  - The insolvency or bankruptcy of either party.
  - The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - The failure to make available or deliver the Services in the time and manner provide for in the Contract.
6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other part may terminate the Contract.
7. **ENTIRE AGREEMENT.** This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
8. **SEVERABILITY.** If any provisions of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
9. **AMENDMENT.** The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.
10. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the state of Vermont.
11. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the second party signs.

Service Recipient (Grantee): Town of Johnson

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

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

Service Provider (LDD): Lamoille Economic Development Corporation

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

Date: 10/19/23