

Town of Johnson
Town Administrators Report

Monday, November 6, 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. Consider approving Minutes for October 16th and October 23rd
4. Selectboard issues and concerns
5. Planned Purchases for consideration
 - a. Grader Service Manual
 - i. CAT does not offer another manual to service the grader. The cost of having CAT come to perform the scheduled maintenance at the first interval is about the same of the cost of the manual. The highway department would be better served with the information and a savings to the town of in-house maintenance would be seen at the second interval.

6:40 p.m. Clerk & Treasurer's Report: warrants, licenses, and any action items.

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

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

6. Errors and Omissions Certificate: shed at skate park.
 - a. During the damage assessment of the skatepark and review of our insurance policy it became evident the shed at the skate park was not on our policy or our grand list.
7. Agreement with Dale Percy Inc.
 - a. A draft agreement is attached. Some minor details may change before the meeting on Monday. Specifically, the quantity of material to buy back. More information is needed and will be reported Monday night. This process is a great solution to closing the Town's gravel pit, removing all remaining material, and keeping MSHA training off the table for the Highway Department.
8. Dilapidated Building Ordinance and follow up on Stearns St property.
 - a. Dean Locke is expected to attend and give an update.
9. Buyout update and discussion
 - a. An update now that some residents have offered disclosure of the locations of a few of the potential buyouts.
10. Fuel Contracts
 - a. Contracts from the fuel bid process, Freds Energy and Jack Corse.
11. Draft Budget Update (summary only)
 - a. I will bring paper copies of the subsections completed.

Town of Johnson
Town Administrators Report

12. Discuss wages for budgeting and set Clerk/Treasurer & Asst Clerk/Treasurer wages.

RFPs & Grants

13. Northern Borders update (next steps and Mumley Contract form 2/2023).

14. RFP Emergency Protective Measures award

- a. The bids were opened at 3pm on November 2nd. There was one bid for the construction and one bid for the insulation. I will be bringing them to the meeting for review.

Appointments, Committees & Personnel

15. Assessor update

- a. Justin Mason is expected to attend and give the board an update on his work for the Town of Johnson.

16. Johnson Rail Trail Committee Resignations

17. Kennel update

- a. Dean Locke is expected to attend and give an update.

18. Dog standards of care

- a. A report of care was made and was followed up by Dean Locke. The animal in question was being held in compliance with the Dog Ordinance and State Law.

19. Animal Control Officer organization

- a. This is needed as we have 3 animal control officers. This is some quick housekeeping to better organize.

Other Business

20. Debris Management Plan

- a. Athena Fowler-Sham of UVM has been working with Ron Rojenski to develop a debris management plan. This is an update and status report.

Executive Session

21. Executive Session for Real Estate Negotiations. 1 VSA SS 313 (a)(2)

22. Executive Session for Attorney Client Communications. 1 VSA SS 313 (a)(1)(F)

23. Possible Executive Session for Personnel Evaluations. 1 VSA SS 313 (a)(3)

TOJ Administrator-Shared Mailbox

From: TOJ Administrator-Shared Mailbox
Sent: Wednesday, October 25, 2023 12:06 PM
To: Select Board
Cc: Jason Whitehill
Subject: Grader Manual Follow-up

Board,

This is to organize information before the 11/6 meeting.

There is only 1 manual for the grader. The more complicated pieces of equipment only have one. Maintenance provided by the highway department will not void the warranty so long as they use Cat filters and oil. The cost to provide this maintenance is substainail. \$181/hour, \$131/hour travel, \$4/mile from previous stop. This first scheduled maintenance schedule will nearly pay for the manual.

Risk of not getting the manual:

If maintenance not preformed on-time, it will void the warranty. Maintenance can be on the Town's schedule, where as Cat's schedule may cause downtime until maintenance preformed.

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.

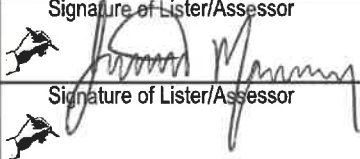

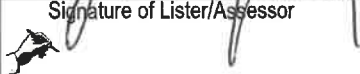

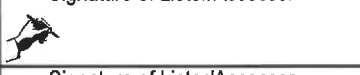





Form PVR-4261-E

ERRORS AND OMISSIONS CERTIFICATE

The Board of Listers of the Town of Johnson are hereby supplying the following changes to the 2023 Grand List. Specifically:
(Year)


Owner	SPAN	
<u>Johnson, Town of - Skateboard Park</u>	<u>336-104-11589</u>	
Change From <u>\$24,000.⁰⁰</u>	Change To <u>\$26,100.⁰⁰</u>	Difference <u>\$2,100.⁰⁰</u>
Reason <u>Adds the shed at the Skateboard Park - Non-taxable Property FYE</u>		
Owner	SPAN	
Change From	Change To	Difference
Reason		
Owner	SPAN	
Change From	Change To	Difference
Reason		
Owner	SPAN	
Change From	Change To	Difference
Reason		
Owner	SPAN	
Change From	Change To	Difference
Reason		
Owner	SPAN	
Change From	Change To	Difference
Reason		
Owner	SPAN	
Change From	Change To	Difference
Reason		

LISTERS/ASSESSOR AND SELECTBOARD

Signature of Lister/Assessor 	Date 10/24/2023	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date

TOWN CLERK

I, _____, town clerk of _____, certify receipt of these changes. This certificate will be attached to or recorded in the grand list of _____ for tax year _____.

Signature of Town Clerk 	Printed Name	Date
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32 V.S.A. § 4261. Correcting omission from grand list

When real or personal estate is omitted from the grand list by mistake, or an obvious error is found, the listers, with the approval of the Selectboard, before December 31, may supply such omissions or correct such errors and make a certificate thereon of the fact; provided, however, the listers may make a correction resulting from the filing or rescission of a homestead declaration without approval of the Selectboard.

MUST BE ATTACHED TO THE FINAL GRAND LIST FILED WITH THE TOWN CLERK.



**Town Of Johnson
P.O. Box 383
Johnson, VT 05656**

Agreement For the Purchase and Sale of Gravel Material

This agreement is between the Town of Johnson and Dale Percy Inc. The Town of Johnson will sell material from its gravel pit located at 411 Railroad Street in Johnson Vermont to Dale Percy Inc. located at 269 Weeks Hill Rd in Stowe Vermont.

Dale Percy Inc. will use their excavator to bail material out of the Town of Johnson pit located at 411 Railroad Street, Johnson, Vermont, to make the bottom of the pit accessible by the Town of Johnson tandem axle trucks. Once the pit is accessible to the Town of Johnson tandem axle trucks and the Town of Johnson can load its own trucks with its own equipment, Dale Percy Inc will remove the excavator from 411 Railroad Street, Johnson, Vermont.

The Town of Johnson will deliver all material to 1908 VT-15 Johnson, Vermont. Dale Percy Inc. will credit the Town of Johnson \$6 a ton as measured by the scales at 1908 VT-15 Johnson, Vermont.

The Town of Johnson will be responsible to keep track of truck loads pay \$2 per cubic yard truck measure to Albert Nadeau as per the Warranty Deed between the Town of Johnson and Albert M. Nadeau dated July 29th, 1998 and recorded in the Johnson Land Records in book 81 pages 106-108.

The Town of Johnson agrees to purchase the equal amount of material back in the form of 1/2 sand and 1/2 gravel as measured by the scales at 1908 VT-15 Johnson, Vermont. The Town of Johnson will purchase material at the current rate of material at the time sold back to the Town of Johnson.

Dale Percy Inc will be responsible for keeping track of the amount of material brought to 1908 VT-15 Johnson, Vermont by the Town of Johnson and Dale Percy Inc will be responsible for keeping track of any credit on material delivered to 1908 VT-15 Johnson, Vermont by the Town of Johnson.

_____ Date _____
Representative for the Town of Johnson Selectboard

_____ Date _____
Chip Percy for Dale Percy Inc.

TOWN OF JOHNSON
ORDINANCE TO REGULATE DILAPIDATED BUILDINGS
AND NUISANCE PROPERTIES

The Selectboard of the Town of Johnson hereby ordains:

SECTION 1. PURPOSE.

Any property within the Town which is in a state of disrepair and deterioration, including vacant buildings, unsafe or uninhabitable structures and potentially dangerous land conditions, are deemed to be public nuisances because their existence contributes to the decrease in value of surrounding properties, precipitates disinvestment by neighboring owners, provides a location for criminal activity, undermines the aesthetic character of the Town and its neighborhoods and environs, and has other undesirable effects. Allowing public nuisances to remain indefinitely, even in the absence of code violations, structural boarding and other security measures, is detrimental to the public health, safety and welfare, unreasonably interferes with the reasonable and lawful use and enjoyment of other neighboring or adjacent property, may pose a danger to first responders in an emergency, and detracts from the appearance and good order of the neighborhood. The purpose of this Ordinance is to abate public nuisances and to mitigate their impacts.

SECTION 2. AUTHORITY.

This Ordinance to Regulate Nuisance Properties (the "Ordinance") is adopted by the Selectboard of the Town of Johnson pursuant to the authority of 24 V.S.A. §§ 2121, 2291(13), (14), (15) and (24), and 24 V.S.A. Chapter 59, and shall amend, supersede and replace in its entirety all other ordinances of the Town with respect to the herein contained subject matter. This Ordinance is a civil ordinance within the meaning of 24 V.S.A. Chapter 59.

SECTION 3. DEFINITIONS.

(A) As used in this Ordinance, the term "nuisance" and "public nuisance" shall mean:

- (1) the physical condition or occupancy of any premises or property regarded as a public nuisance at common law;
- (2) any physical condition or occupancy of any premises or property considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences and structures;
- (3) any premises that has unsanitary sewage or plumbing facilities;

(4) any premises designated as uninhabitable or unsafe for human habitation. Habitability shall be defined in accordance with 9 V.S.A. Chapter 137;

(5) any premises or property that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property;

(6) any premises from which plumbing, heating or other facilities have been permanently removed or disconnected, destroyed or rendered ineffective, or the adequate precautions against trespassers have not been provided;

(7) any premises that is unsanitary, or that is littered with rubbish or garbage; or

(8) any structure that is in a state of dilapidation, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned, or damaged by fire or other casualty to the extent so as to not be habitable, or in danger of collapse or failure; or dangerous to anyone on or near the premises, or detracts from the value, use and enjoyment of neighboring or adjacent property.

(B) As used in this Ordinance, the term "Inspection Official" shall mean the Town Health Officer, Assistant Health Officer, or such other person so designated and appointed by the Selectboard from time to time to enforce or execute the provisions of this Ordinance.

(C) As used in this Ordinance, the term "Owner" shall mean the person holding record title to premises or property, as well as any person occupying, using, controlling or operating such premises or property as tenant, lessee or any other capacity recognized at law.

SECTION 4. PROHIBITION.

(A) No person shall create, operate or maintain a public nuisance within the Town.

(B) No person shall fail to comply with the terms of an order issued pursuant to Sections 6(D) or 6(E) of this Ordinance.

SECTION 5. INSPECTION.

(A) Upon receipt of information that a violation of this Ordinance has occurred, an Inspection Official shall undertake a physical inspection of the premises or property. The Inspection Official may enter any building, structure or premises within the Town for the purpose of making inspections or investigations at all

reasonable hours; provided that, except in case of emergency, the right and authority conferred by this section shall not apply to the entry of any premises or property unless advance written notice is served on the Owner thereof in accordance with 32 V.S.A. § 5252(3). Such written notice shall contain a statement of the date and time that an inspection will be made and shall also contain a statement of the purpose of such inspection.

(B) The Inspection Official shall prepare a written report of his or her inspection of the premises or property and any corrective or abatement recommendations, and shall deliver a copy thereof to the Owner of the premises and to the Town Clerk for transmittal to the Selectboard.

SECTION 6. HEARING AND ENFORCEMENT.

(A) Upon at least ten (10) days advance written notice to the Owner of the premises, the Selectboard shall convene a public hearing to consider and act upon the inspection report of the Inspection Official. At such hearing, the Selectboard shall allow testimony and evidence from the Owner and/or tenant of the premises or property, Town officials, agents and employees, and the public relating to the condition of the premises.

(B) Following such hearing, the Selectboard shall deliberate and may determine that the premises constitute a public nuisance based upon specific findings. In the event the Selectboard determines that the premises constitute a public nuisance, it shall direct that the Owner thereof produce and deliver to the Selectboard a plan and schedule of remediation and abatement, such submission to be made within a reasonable time frame established by the Selectboard, but in no event less than ten (10) days of receipt of the Selectboard's findings.

(C) In the event the Owner's remediation and abatement plan is accepted and approved by the Selectboard, the Owner shall implement said plan immediately and shall complete the same within the time limits imposed by the Selectboard.

(D) In the event the Owner fails to submit a plan of remediation and abatement in accordance with Subsection (B), or if the Owner fails to draft a plan accepted by the Selectboard or if the Owner fails to comply with Subsection (C), the Town shall proceed to enforce this Ordinance as provided herein, and shall seek such injunctive relief, enforcement remedies, and penalties as permitted by law, including, without limitation, abatement of common law nuisances, abatement of public health hazards, repair or demolition of structures determined to be in violation of this Ordinance, enforcement and foreclosure of liens for unpaid fees imposed under Section 8 hereof, and recovery in a civil action for remediation, mitigation and abatement costs incurred by the Town.

(E) In addition to being subject to penalties imposed for violating this Ordinance, an Owner whose property is found to be in violation or noncompliance of Section 6(D) hereof shall be liable for all costs incurred by the Town under Section 6(D) and for fees imposed under Section 8, payment of which shall be secured by a lien on the property in favor of the Town in the same manner and to the same extent as taxes assessed on the grand list, and all procedures and remedies for the collection of taxes shall apply to the collection of those costs, fees and penalties; provided, however, that the Town provides notice to the Owner in accordance with 32 V.S.A. § 5252(3) prior to incurring costs and fees.

SECTION 7. APPEALS.

A person, including the Owner, aggrieved by any action taken hereunder by the Selectboard or a Town official, agent or employee may appeal any decision made by the Selectboard under Section 6. Such appeal shall be taken in the manner provided by law for appeals from governmental agencies and bodies.

SECTION 8. FEES.

Commencing thirty (30) days from the date of delivery of the Inspection Official's report pursuant to Section 5(B) hereof, the Inspection Official shall conduct periodic inspections of the premises until the remediation plan has been completed in the judgment of the Selectboard, and shall furnish a report of such inspection to the Owner and Selectboard. An inspection fee of \$50 for residential properties and \$100 for commercial properties for each such inspection is hereby established, such fee payable upon receipt by the Owner of an invoice from the Town Treasurer.

SECTION 9. SCOPE OF ORDINANCE.

The Ordinance shall apply to all property within all areas of the Town of Johnson.

SECTION 10. PENALTIES.

(A) Violations of this Ordinance shall constitute a civil ordinance violation and may be punishable by the following penalties:

(1) **First Offense:** A first offense for violation of any provision of this Ordinance or any order issued pursuant to Sections 6(D) or 6(E) hereof shall be punishable by a fine of no less than two hundred dollars (\$200.00). The waiver fee, in lieu of a civil penalty for any person who declines to contest a municipal complaint or any order issued pursuant to Sections 6(D) or 6(E) hereof, for a first offense shall be one hundred dollars (\$100.00).

(2) **Second offense:** A second offense for violation of any provision of this Ordinance or any order issued pursuant to Sections 6(D) or 6(E) hereof shall be punishable by a fine of no less than four hundred dollars (\$400.00). The waiver fee, in lieu of a civil penalty for any person who declines to contest a municipal complaint or any order issued hereunder, for a second offense shall be two hundred dollars (\$200.00).

(3) **Third offense and subsequent offenses:** A third or subsequent offense for violation of any provision of this Ordinance or any order issued pursuant to Sections 6(D) or 6(E) hereof shall be six hundred dollars (\$600.00). The waiver fee, in lieu of a civil penalty for any person who declines to contest a municipal complaint or any order issued hereunder, shall be four hundred dollars (\$400.00).

Offenses shall be counted on a calendar year basis. Each day a violation continues shall constitute a separate offense. In the event a waiver fee is not paid by the Owner, the Selectboard may, at its discretion, seek enforcement of this Ordinance by injunctive or other appropriate relief and collection of any penalties, assessments, charges or amounts due under this Ordinance by bringing a civil action in the Judicial Bureau or the Vermont Superior Court against the Owner of a nuisance property that is the subject of an order or monetary fine issued hereunder in accordance with 24 V.S.A. §§ 1974a and 1977, *et. seq.*

SECTION 11. OTHER LAWS; REMEDIES CUMULATIVE.

The enactment of this Ordinance shall repeal all previous ordinances of the Town of Johnson that regulate the topics addressed herein with the exception of the Town's Form Based Code. This Ordinance shall apply in addition to all other ordinances, bylaws or rules of the Town of Johnson and all applicable laws of the State of Vermont. Nothing herein shall be construed to limit the remedies available to the Town of Johnson under any applicable law, rule, ordinance or code, and any such remedies shall be cumulative.


SECTION 12. SEVERABILITY.

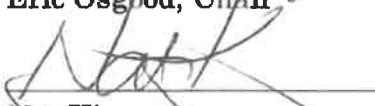
If any portion of this Ordinance is found to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected and shall remain in full force and effect. If any statute referred to in this Ordinance is amended, this Ordinance shall be deemed to refer to such amended statute.

SECTION 13. EFFECTIVE DATE.

This Ordinance shall become effective sixty (60) days after its adoption or amendment by the Town of Johnson Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this Ordinance.

ADOPTED this 16th day of December, 2019.


Eric Osgood, Chair


Nat Kinney


Doug Melde


Kyle Nuse


Michael Dunham

Adoption History

1. Agenda item at regular Selectboard meeting held on Dec 2 2019.
2. Read and approved at regular Selectboard meeting on Dec 16 2019, and entered in the minutes of that meeting which were approved on Jan 7th, 2020.
3. Posted in five public places on Dec 18, 2019 (within 14 days of adoption).
4. Notice of adoption published in the News & Citizen newspaper on Dec 26th, 2019, with a notice of the right to petition (within 14 days of adoption).
5. Other actions, including petitions pursuant to 24 V.S.A. § 1973: _____.

November 2nd, 2023

Town of Johnson

RE: Fixed price propane contract

Dear Town of Johnson,

Thank you for your continued business with Jack F. Corse, Inc. Per our accepted bid, Jack F. Corse Inc. will lock your price at a rate of \$1.799 per gallon until the end of the contract term for up to 6,600 gallons. This price does not include any Vermont State taxes currently in effect or effective during this contract period. This contract will end on September 30, 2024 or when 6,600 gallons are delivered, whichever comes first.

By signing this contract, you agree to use only Jack F. Corse, Inc. for your propane needs through September 30, 2024. After the end of the contract period the price will change back to the market price unless another agreement is made at that time. No deposit is required for this contract. Payment is due within 30 days of delivery.

Terms and Conditions:

The availability of fuel is not guaranteed by Jack F. Corse Inc. in the event of a disruption or halt in the supply of fuel caused by an act of war, or a breach of contract with Jack F. Corse Inc.'s supplier, or any other cause beyond its control. Jack F. Corse Inc. has the right to refuse delivery if driveways, fill pipes, propane domes and/or tanks are unsafe or inaccessible, and will not be held responsible for any damages incurred due to this inaccessibility.

Please sign below and return a copy to me. Thank you for your continued business and best wishes for the season.

Sincerely,

Town of Johnson

Joe Gagne

Town of Johnson Representative

Fred's Energy

288 Bridge Street - Morrisville, VT 05661 - 802-888-3827

November 3, 2023

Town Of Johnson
PO Box 383
Johnson, VT 05656

FIXED PRICE OVER RACK CONTRACT

*Must be credit approved customer

Fred's agrees to sell and deliver 16,500 gallons of ULSD at a fixed price of \$.30 over Fred's Energy rack price per gallon. The delivery of this product is to be done in accordance with our normal delivery terms, during our normal business hours, between 11/1/23 and 10/31/24. Added to the above price will be any applicable taxes.

You understand that your price will be fixed at this rate over rack price for the time period above, and will fluctuate with market conditions. Customer's account must stay within credit terms or contract may become null and void. **At the termination of this contract (11/1/24) your price will be returned to the normal rate for your usage.**

Fred's Energy cannot be responsible for forces or events beyond our immediate control, which may affect our ability to supply this product on your behalf. Fred's Energy will not be held responsible for normal and customary maintenance that must be done to Customer's driveway(s) and property. Fred's Energy assumes that the Customers who have requested deliveries, have taken all precautions necessary, and have provided a well- maintained driveway. Fred's energy has the right to refuse delivery if the fill pipe, LP domes and/or tanks are unsafe or inaccessible and will not be held responsible for any damages incurred due to inaccessibility.

Please note, in order for us to fix your price we also have to purchase these gallons. Fred's Energy reserves the right to assess a liquid damage fee of \$1.50 per undelivered contract gallon if a minimum of 80% of the contract is not met.

Fred's Energy also reserves the right to assess a liquid damage fee of \$1.50 per undelivered contract gallon, which will be charged for the following:

1. Cancellation of contract due to lack of payment (60 days past due)
2. Cancellation of contract by customer (vacating or sale of property does not void this contract). Gallons can be transferred to a new location, provided it is in Fred's Energy's area or the remaining gallons can be left at the location.

Please sign and keep a copy of this contract for your records.

Customer's Signature

Date

Cheryl Baker
Fred's Energy

11/2/23
Date

Acct # 9928371

Fred's Energy

288 Bridge Street - Morrisville, VT 05661 - 802-888-3827

November 2, 2023

Town Of Johnson
PO Box 383
Johnson, VT 05656

FIXED PRICE CONTRACT

Fred's agrees to sell and deliver 11,250 *500 gallon minimum gallons of #2 Fuel Oil at a fixed price of 3.559 per gallon. The delivery of this product is to be done in accordance with our normal delivery terms, during our normal business hours, between 11/1/23 and 10/31/24. **Added to the above price will be any applicable taxes and fees.**

Taxes \$1.03/gallon

You understand that your price will be fixed at this rate for the time period above, and will not fluctuate with market conditions. Customer's account must stay within credit terms or contract may become null and void. **At the termination of this contract (11/1/24) your price will be returned to the normal rate for your usage.**

Fred's Energy cannot be responsible for forces or events beyond our immediate control, which may affect our ability to supply this product on your behalf. Fred's Energy will not be held responsible for normal and customary maintenance that must be done to Customer's driveway(s) and property. Fred's Energy assumes that the Customers who have requested deliveries, have taken all precautions necessary, and have provided a well-maintained driveway. Fred's energy has the right to refuse delivery if the fill pipe, LP domes and/or tanks are unsafe or inaccessible and will not be held responsible for any damages incurred due to inaccessibility.

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1. Cancellation of contract due to lack of payment (60 days past due)
2. Cancellation of contract by customer (vacating or sale of property does not void this contract). Gallons can be transferred to a new location, provided it is in Fred's Energy's area or the remaining gallons can be left at the location.

Please sign and keep a copy of this contract for your records. Contract will be void if not signed and returned with in 15 days of issue.

Customer's Signature

Cheryl Saker
Fred's Energy

Date

Date

Account Number 9928371

11/2/23

COMMON CONCERNS

Appearance of Animal

Listless, dull hair coat; thin (ribs showing, sunken-in flanks); hair loss and scabs; diarrhea; chronic cough; heavy flea infestation; bare ear tips and other body areas (could indicate disease or frost bite); collar embedded in skin, overgrown or ingrown nails.

Housing Conditions

Overturned water bowl (water should be in spill proof container); frozen or dirty water; no evidence that dog has been fed; spoiled food; no shelter from elements; ground covered with fecal matter; strong odor of urine. Proper sanitation is required by law.

Behavior

Depressed, lack of response to attention; excessively fearful; aggressive; excessive vocalization; shy; constant scratching, biting at body; repetitive behaviors (circling, spinning); ingestion of objects.

If the elements above are present, call a veterinarian to examine the animal.

I'm concerned about a dog.

What should I do?

Response to complaints of animal cruelty and neglect are coordinated by county throughout the state of Vermont. For information about how to file a complaint call:

(877) 9-HUMANE

Or visit

www.ReportAnimalCruelty.com



The Vermont Humane Federation's Animal Cruelty Response Coalition

A state-wide network of professionals coordinating Vermont's efforts to prevent and respond to animal cruelty through communication, education, and training.

Members include:

- The VT Humane Federation
- The VT Veterinary Medical Association
- The VT Agency of Agriculture, Food & Markets
- The VT League of Cities & Towns
- The VT Farm Bureau
- The Green Mountain Dairy Farmers Cooperative
- The VT Sheriffs Association
- The VT Police Chiefs Association
- The VT Constables Association
- The VT Animal Control Officers Association
- The VT Agency of Human Services

For more information visit
www.vermonthumane.org

Caring for Dogs



Vermont's Recommendations and Requirements

Sponsored by



**VERMONT
HUMANE
FEDERATION**

Vermont Veterinary
VMA
Medical Association

www.vtvets.org

www.vermonthumane.org

Basic Dog Care

Animal Care Practices

- Fresh, clean water in a spill-proof container should be accessible at all times.
- Should be fed at least once a day with good quality dog food to develop and maintain a healthy body condition.
- Even if the dog is outside for short periods, he should have shelter available to protect him from the elements.
- Important—with regard to being outside in winter weather, the hair coat, body condition, size and age of dog must be taken into consideration. Short haired dogs, thin haired dogs, and dogs that are very young, old, small or thin should not be left outside for extended periods in cold weather because they are not able to withstand the cold. They should only be let outside at appropriate intervals that meet individual needs and for short periods of time in order to relieve themselves.

Keeping Dogs Outside

We do NOT recommend that dogs be constantly kept outside alone because dogs by nature are social animals and have a psychological need to be with their families. However, if for some reason a dog is kept outside, the owner must provide a dog house that meets the following standards:

The dog house should accommodate the size of the dog; that is, it should be large enough to allow the dog or dogs to get inside and move about. However, it should not be too large because in cold weather it must permit the dog's body heat to accumulate inside the structure to provide some warmth.

Dog Care (cont)

Keeping Dogs Outside (continued)

A dog house should:

- Be raised at least two inches off the ground to prevent it from sitting in pooled water.
- Be shaded during the hot weather months; during the winter the doorway should have a flap of windproof material to cover it.
- Contain sufficient bedding, such as straw or wood shavings, that are changed often enough to remain dry and clean.

Food and Water:

- To ensure the dog's water doesn't spill, a water pail should be securely attached to the dog house.
- Food should be increased during the winter months to provide the extra calories necessary for warmth, and water must be offered frequently to counteract its freezing.

Tethering (Chaining) a Dog

Any tethering should be done for brief periods of time to allow the dog some exercise. Vermont state law requires that the length of the chain must be at least four times the length of the dog as measured from the tip of his nose to the base of his tail, and shall allow the dog access to the shelter. The dog's shelter should provide him with access to shade and protection from rain and snow.

Problems with constant tethering:

- Abnormal restriction and/or isolation can result in behavior problems (ex., compulsive behaviors such as spinning; anxiety; fearfulness; aggression).
- Chains can get tangled and result in the dog being strangled or dangerously restricted.
- Exposes dogs to attack by other animals.

Common Concerns

Tethering (continued)

- If an owner forgets to check a dog's collar, it may become embedded in the dog's neck.
- As an alternative to tethering - to provide exercise only – we recommend placing a long cable between two trees or poles. A ring can be attached to the cable and the dog's chain or lead can be attached (clipped) to the ring.

Additional Recommendations

- The dog should have yearly veterinary exams to ensure its proper health and to provide preventative vaccinations, vector-borne disease testing, parasite testing, and recommended medication, etc. A rabies vaccination for both dogs and wolf-hybrids is required by law.
- Dogs should be spayed or neutered. This will prevent the birth of additional litters, and may provide health and behavior benefits for the dog as well. To learn more about spay/neuter resources in Vermont call (877) 9-HUMANE.

