

Town of Johnson

This Town Administrator's Report
Monday, February 3rd, 2025; 6:30pm

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

1. Consider additions or adjustments
2. Review invoices and orders
3. Public Comment
 - a. Press Release from the Assessor

Justin Mason, our Assessor will be using this time to spread important information for residents from the Assessor's Office.

4. Selectboard issues and concerns
5. Consent Agenda
 - a. Consider approving Minutes for December 2nd, January 3rd, January 9th, January 13th, January 20th, and January 27th.
 - b. Approving the Adjusted certificate for highway mileage for 2025

This came earlier this week and an email with the explanation for the changes from the State was circulated, it was extensive, if you'd like another copy for the meeting, please let me know ahead of time. The State remapped the intersection of TH31 as a Tee instead of a Y. They also adjusted the change point from Class 3 to Class IV, and remapped the end of the Class IV section where it intersects with Route 100C. This intersection was blocked by State installed guardrails. The changes amounted to a reduction of 0.02 miles Class IV roads and an addition of 0.05 miles of Class 3 roads. By signing this now for this year, we will be eligible for the increase in state highway aid for Class 3 roads, although likely small.

- c. Approving the Buyout Application for Pomerleau Family, LLC at 115 Lower Main West

This was formally approved by the board contingent on the approval from the Floodplain Administrator. I have not been able to receive that approval yet, but I'm hoping to connect with them Friday. This item may be moot for the meeting. I should note that a resident had a concern for the property being a possible brownfield. I will reach out to the VEMS and report to the board via email or at the meeting with the ramifications of what that means for the Town. Pomerleau Family, LLC has completed the application.

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

6. Town Clerk/Treasurer planning

This Town Meeting the residents will be voting to give the authority to appoint the Clerk and Treasurer to the Selectboard. If successful the board will have to issue the Clerk and Treasurer a Job Offer and a Job Description. I have met briefly with Rosemary about this and she is aware of the changes and has job descriptions for the assistant that we can work off of. The board has to make the appointment within 30 days of Town Meeting, if the vote is successful. Although no motion is needed, a delegated member to work with the Clerk and administrator would be helpful to expedite this process.

Town of Johnson

6:50 p.m. Road Foreman Report and any action items.

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

7. Library Relocation

a. RFP for Clerk of the Works, review and award

These proposals are due by noon on Friday. They will be delivered to Peter. I'll follow up with him in the afternoon to discuss how to distribute responses to the whole board. There has only been one interested party so far. We may have to extend the RFP.

b. Display of first set of drawings

This item is just a show and tell. The library sub-committee and the board came to the consensus to place the building towards the front of the lot, elevated 2-3' above the 500 year flood plain. The building would not have a basement. This was the most conservative approach for flood mitigation and costs.

8. Industrial Park

9. Rescheduling the regularly scheduled meeting of February 17th, President's Day.

The next regular meeting is on 2/17, President's Day. The board will have to decide if and when to reschedule this meeting.

10. BRIC Grant Application and request for assistance from LCPC

Vermont Emergency Management sent a list of projects that the Town was interested in for the HMGP program but were not selected. This grant is for scoping only. I spoke at length with LCPC and it appears from the list the only viable option is Foote Brook Farm/MSI flood plain restoration. Scoping is estimated to cost between \$60-80K. The grant is a 25% match, but we may be eligible for 10% match. I'm awaiting confirmation from Hazard Mitigation. The town would have to pay \$6-20K for the match of this scoping study. I also do not know the grant sequence after scoping is complete, in other words paying for the actual project is still unclear. I'm hoping to have more answers by Monday.

Other Projects: Scribner Bridge, already scoped. Lendway Lane, USDA project to armor this would interfere with scoping. Route 15 bridges at Hogback, Foote Brook, and Main Street, we would be scoping infrastructure we have no control over.

11. Political Sign Policy

This is ready for signatures and adoption.

12. Dog Ordinance and Job Description update to review

I made a few edits for the Dog Ordinance, adding the Town Administrator into the ordinance and updating the Clerk info. BJ Putvain and I will be drafting the job description tomorrow. This likely won't be ready for adoption.

Town of Johnson

13. Town Meeting Planning

We're getting really close to the Big Day! So far we have reserved the gym, kitchen, library, and a day care room. We have three signed up to work day care, the 5/6 class will assist with lunch. Let's tie this off on Monday with a to do list and delegated tasks.

14. Old Business

- a. TA and CEDS priority list, Capital Budget and Plan, TSSA, Joint Properties, Road Reclassification, Scribner Bridge Grants, Beautification MOU, Buyout Property Planning, Gravel Pit

Executive Session

15. Executive Session for Employment Evaluation 1 V.S.A. § 313(a)(3), Possible action needed

District 6, 8
 Certcode 0806-0

**CERTIFICATE OF HIGHWAY MILEAGE
 YEAR ENDING FEBRUARY 10, 2025**

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2024 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of **JOHNSON** in **LAMOILLE** County on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305, added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	0.000				0.000
Class 2	12.500				0.000
Class 3	37.19		0.05	37.24	0.000
State Highway	11.351				0.000
Total	61.041				0.000
* Class 1 Lane	0.000				
* Class 4	12.21		0.02	12.19	0.000
* Legal Trail	0.32				

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

1. **NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".

2. **DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).

3. **RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).

+0.05 mi CL3 TH-31 (Patch Rd) remeasured
 -0.02 mi CL4 TH-31 (Patch Rd) remeasured

4. **SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES RECORDED THIS YEAR: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Signatures of Selectmen/ Aldermen/ Trustees:

Signature of T/C/V Clerk:

Date Filed:

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED:

Representative, Agency of Transportation

DATE:

Johnson Public Library Request for Qualifications/Proposal: Clerk of the Works
Johnson, Vermont

Request for Qualifications

The Town of Johnson requests submissions of Qualification Statements and Salary Requirements for the position of Clerk of the Works/Owner’s Representative for building relocation, construction of the addition, renovation of the historic brick building, and site improvements to the Johnson Public Library in Johnson, Vermont.

Project Description

The main components of the Project include relocation the existing 1907 brick building, renovating the brick building on its new foundation, new HVAC system, a new addition, and covered porch.

Project Schedule

February - March 2025	Completion of Design Phase drawings and Cost Estimate by Independent Contractor
	Construction Documentation Phase
	Bid Period
March 2025 – December 2025	Construction Period

Dates are tentative and must be confirmed.

Selection Schedule

January 31, 12pm (noon)	Proposals Due
February 3	Notification of Award

Project Budget

The voter approved total project budget is \$1,680,000. The estimated cost of construction for the project is approximately \$1,680,000 inclusive of fees and general conditions.

Services

The Owner intends to select a Clerk of the Works to oversee renovations to their facility. The Owner will interview qualified applicants after reviewing qualification packages and checking references.

The Clerk shall be an individual competent in the building trades and one with experience with a process and project of this size. This individual must have a good record of providing past clients with reliable, professional service. The Clerk shall be responsible for advising the Owner during design and overseeing the construction and completion of the Project in accordance with the Construction Documents and to notify the relevant State agencies of any changes during the construction project. He or she must be knowledgeable in construction methods and materials and have very good communication and organizational skills.

As part of his/her responsibility on this project, the Clerk of the Works shall:

- Attend construction meetings.
- Advise and assist the Contractor's Representative(s) in understanding the intent of the Construction Documents.
- Attend and report to the Owner on conferences and meetings regarding the Project as directed by the Owner.
- Maintain orderly files for correspondence, meeting minutes, shop drawings, job drawings, change orders, testing agency reports and all original Contract Documents.
- Make on-site observations and spot-checks of the work in progress as a basis for determining conformance of work, materials and equipment with the Construction Documents and promptly report any defective work to the Owner. Keep a photographic log of each construction day at the site, taking photos of key construction details and labels of products used on site.
- Obtain from the Owner additional information if required for completion of the Project as specified in the construction documents.
- Familiarize oneself with standard or reference specifications referred to in the Project Specifications.
- Consider and evaluate suggestions or recommendations which may be submitted by the Contractor to the Architect and report them with recommendations to the Owner for final decision.
- Be alert to the construction schedule and to conditions which may cause delay in completion and report it to the Owner.
- Maintain liaison with the Contractor and all Subcontractors on the Project only through the Contractor's Superintendent.
- Record names, addresses and telephone numbers for all contractors, and Subcontractors.
- Review the applications for payment submitted by the Contractor and forward them with recommendations to the Owner for disposition.
- After Substantial Completion check each item requiring correction as it is corrected.
- Be especially alert to possibilities of potential claims for damage if the Owner occupies the Project or any portion thereof prior to final completion of construction.
- Perform other duties as assigned.
- Coordinate Owner contracted services such as Lead / Asbestos testing, third-party commissioning agent, and construction testing.
- Advise Owner as to which if any duties of Clerk or processes being used regarding the Project cause or contribute to inefficiencies detrimental to timely and prudent completion of the Project. Owner has absolute discretion regarding acceptance and disposition of this advice.

Proposal Submission Requirements and Deadline

Emailed proposals, must be received no later than 12:00 PM, 1/31/2025 at the offices of Washington West Supervisory Union. Clearly mark your subject line **“Clerk of the Works Proposal for Johnson Public Library”** to Peter Hammond, phammond@townofjohnson.com

Requirements and Selection Criteria

All information in this section needs to be documented in Attachment A (see attached). Additional information may be submitted as well.

Qualification Statements should address the following:

- Proposal
 1. Amount not to exceed for Clerk of the Work Services as listed above:
\$ _____
- Experience
 1. Include a list of all previous projects that you have served as Clerk of the Works with particular emphasis on similar size and type projects. Include Type, Size, Cost and Contact information for each project. Contact Information shall include Owner, Contractor and Architect for each project.
 2. If applicable, include experience in other construction-related employment.
- Professional / Trade Group Affiliations
- References (see Experience above)
- Workload and Availability
 1. List current employment responsibilities and their demands.
 2. Indicate date of availability for this project.
- Salary Expectations
 1. Your proposed salary should be based on fixed, not to exceed amount for the project. Assume a weekly on-site construction meeting, visits, biweekly reporting, or as otherwise requested by the Owner or Contractor.
 2. Assume the owner will need support in pre-construction readiness and project close-out. These portions of the work will be included in the proposal.
 3. Assume pre-construction Building Committee/Architect meetings and post-construction meetings are anticipated.
 4. Mileage to be included in proposed base fee.
 5. The candidate should assume the fee request will be modified if the construction period is increased or decreased.
 6. Computer skills and proficiencies.

In addition, the successful applicant:

- Must have dependable transportation to site.
- Possess strong organizational and communication skills and demonstrate ability to keep records for a project of this size and scope.
- Demonstrate effective leadership abilities.
- Computer skills / email required for daily logs, weekly reports, and general email communication between all parties.
- Provide proper, timely service to the Owner and as such, be easy to get in touch with, agreeable to working with staff on various concerns, be accommodating and exhibit a sense of urgency, when appropriate.
- Display good professional work habits, written documentation skills, effective time management skills, verbal and written communication skills and scheduling skills.
- Display good administrative and mathematical skills with willingness to handle administrative matters and paperwork.

Additional Information:

Please provide any additional supporting information that you feel best represents your abilities to meet the particular project challenges identified in the description of the project above.

Selection Process

Based on the review and evaluation of submitted qualifications statements a selection will be made on February 3rd at 6:30pm at the Selectboard meeting. All proposals will be public at this time.

Addresses / Contacts

Owner: Qualification and Proposal Statements should be delivered to:

Peter Hammond
Selectboard Member, Library liaison

Email: phammond@townofjohnson.com

Email questions only about the information presented above should be directed to all of the following Library Committee Members:

Peter Hammond
phammond@townofjohnson.com

Kelly Vandorn
kellysuesflowers@gmail.com

Jeanne Engle
johnsonpubliclibraryvt@gmail.com

Thomas Galinat
tojadministrator@townofjohnson.com

TOJ Administrator

From: DPS - Hazard Mitigation <DPS.HazardMitigation@vermont.gov>
Sent: Wednesday, January 22, 2025 9:08 PM
To: TOJ Administrator
Cc: seth; Melissa Manka; Libby, Steven
Subject: Town of Johnson Invited to Apply for BRIC 2024 Scoping Funding

Dear Thomas Galinat,

Vermont Emergency Management (VEM) is contacting **Town of Johnson** to invite you to apply for scoping funding within the FEMA Building Resilient Infrastructure and Communities (BRIC) 2024 grant. Of the federal funding available through this program, \$2 Million is set aside for the State of Vermont for planning and scoping projects. **Funding is available at 75%* federal share** (*Economically Disadvantaged Rural Communities qualify for 90% federal share – we are reviewing all communities and can let you know soon if you qualify).

We are inviting you to develop and submit one or more of the following projects for funding for engineering analysis and design:

- **Johnson Foot Brook Farm Floodplain Restoration Scoping**
- **Johnson VT-Route 15 and Hogback Rd Lamoille Floodplain Restoration Scoping**
- **Johnson Foot Brook-Route 15 Bridge Scoping**
- **Johnson Scribner Bridge Rocky Road Flood Bypass Scoping**
- **Johnson Lower Main St West Bridge (Rte 15) Gihon River Flood Mitigation Scoping**
- **Johnson Lendway Lane Floodplain Restoration Scoping**

Applications are due to VEM by 2/28/2025 in [FEMA GO](#). VEM knows that this is a very short timeline. We are here to support you with application development, technical assistance, and review. This timeline gives us the time to review and help you finalize your application before they are submitted to FEMA.

Please note: We anticipate this funding will be competitive and not all applications submitted will be identified for funding.

If you are interested in applying, please notify us at dps.hazardmitigation@vermont.gov by 1/31/25 of your intent and provide us with your Unique Entity Identifier (UEI). If you do not have one, you can register for a UEI through sam.gov. VEM will then work with you to get setup to begin an application. Please reach out as soon as possible to VEM if you need help developing your application or have questions about the process. We also encourage you to coordinate with your Regional Planning Commission, who may be able to provide additional resources or support.

To learn more about the grant opportunity you can visit our [website](#).

Thank you for your consideration!

Brian Eberhardt, MPA (He/Him)
Hazard Mitigation Team
Vermont Emergency Management
DPS.HazardMitigation@vermont.gov

TOJ Administrator

From: Melissa Manka <Melissa@lcpcvt.org>
Sent: Tuesday, January 28, 2025 4:30 PM
To: TOJ Administrator
Subject: RE: Bric Grant

Corrected email below.

From: Melissa Manka <Melissa@lcpcvt.org>
Sent: Tuesday, January 28, 2025 4:00 PM
To: TOJ Administrator <tojadministrator@townofjohnson.com>
Cc: Melissa Manka <Melissa@lcpcvt.org>
Subject: RE: Bric Grant

Tom,

Please feel free to contact me between 2-3pm tomorrow. In the meantime, Seth and I spoke today and provide the following recommendations:

Johnson Lendway Lane Floodplain Restoration Scoping - Utilize LCPC EDA's grant to conduct modeling prior to pursuing scoping.

Johnson Foot Brook Farm Floodplain Restoration Scoping - Foot Brook Farm and the MSI property on the opposite bank would be good candidates for a scoping study. If the Town is interested in pursuing a study of this area, LCPC will need to contact the property owners for renewed permissions and obtain a cost estimate for scoping. Based on similar projects, LCPC estimates scoping would cost between \$60,000 - \$80,000, requiring a \$20,000 match. We suggest you speak with the Selectboard Chair and Vice Chair to determine whether this is a viable request. If it is, LCPC can contact the property owners for permissions prior to the topic being discussed publicly at the next Selectboard meeting. Please note LCPC will likely be able to assist with application development and project oversight.

Johnson VT-Route 15 and Hogback Rd Lamoille Floodplain Restoration Scoping, Johnson Foot Brook-Route 15 Bridge Scoping & Johnson Lower Main St West Bridge (Rte 15) Gihon River Flood Mitigation Scoping - If pursued, the Town would be covering match for VTrans infrastructure. VTrans will not cover the match. Contacting the Agency regarding such would not be an efficient use of time and/or energy.

Johnson Scribner Bridge Rocky Road Flood Bypass Scoping - This project has been studied extensively. Our understanding is the Town needs to choose an alternative and obtain implementation funding. VT dedicated BRIC funds are for planning and scoping.

I hope you find this information helpful.

Sincerely,
Melissa Manka
Regional Planner

TOJ Administrator

From: Melissa Manka <Melissa@lpcvt.org>
Sent: Thursday, January 30, 2025 3:33 PM
To: TOJ Administrator
Cc: Seth Jensen; Melissa Manka; Ron Rodjenski
Subject: Updates: BRIC Application (Foot Brook & MSI Properties)

Tom,

Below please find initial information and permissions LCPC was able to collect. I will provide you with additional information in advance of Monday's meeting.

BRIC Cost Share: See below email thread. I will forward any further correspondence with VEM to you.

Foot Brook Farm and MSI BRIC Application (Scoping): Foot Brook Farm has granted permission to proceed. LCPC is waiting to hear back from MSI. We are also awaiting receipt of a cost estimate for scoping to better understand the funding request and match.

LCPC Assistance: LCPC can support the Town with application development and, if awarded, provide project oversight.

Possible Selectboard Actions:

1. Decide whether to submit a BRIC application for the above project.
2. If in favor, commit to providing match and authorize the Town Administrator or Selectboard Chair to sign the grant paperwork.

Note: BRIC requires a form committing to the match

I'll be in touch soon with additional info and feel free to contact me if you have questions.

Sincerely,
Melissa Manka
Regional Planner
Lamoille County Planning Commission
P.O. Box 1637
Morrisville, VT 05661

Email: Melissa@lpcvt.org

Phone 802.888.4548

Direct Line: 802.851.6347

Staff are working on-site part-time. If you would like to meet in person with a member of staff, please make an appointment.

From: DPS - Hazard Mitigation <DPS.HazardMitigation@vermont.gov>

Sent: Thursday, January 30, 2025 1:32 PM

To: Melissa Manka <Melissa@lpcvt.org>

TOWN OF JOHNSON

SELECTBOARD POLICY REGARDING PLACEMENT OF POLITICAL SIGNS ON TOWN PROPERTY AND HIGHWAY RIGHTS OF WAY

The following policy is hereby adopted by the Johnson Selectboard to: 1) promote fairness in elections; 2) discourage sign proliferation along roadsides and on Town properties; 3) protect the rights of expression of the public by clarifying rules for political advertising on Town property; and 4) provide clear guidance to Town staff regarding the removal of signs left on Town property.

1. It is the policy of the Johnson Selectboard that political advertising signs shall not be allowed on Town property, including jointly owned Town building grounds, Town parks and open lands, and within public highway rights of way.
2. This policy shall not apply to persons who are legally on Town property and holding political campaign signs.
3. This policy shall not apply to property owners who choose to place political signs on their property frontage so long as they are placed outside of the public right of way or sufficiently off the roadway so that it does not interfere with traffic safety.
4. The Town Clerk is responsible for assuring compliance of all political advertising with State election statutes at official polling places (17 V.S.A. §2508). This policy shall only govern signs placed beyond the limits of the polling place as defined by statute.
5. Town staff including but not limited to the Selectboard, Town Administrator, Zoning Administrator, Town Clerk, Assistant Town Clerk, Recreation Coordinator and Highway Department personnel, may remove signs placed in violation of this policy.

Dated at Johnson this _____ day of January, 2025

Johnson Selectboard,

Eben Patch, Chair

Mark Woodward, Vice Chair

Duncan Hastings

Michael Dunham

Peter Hammond

Attest: _____
Rosemary Audibert, Town Clerk

ANIMAL CONTROL ORDINANCE FOR THE TOWN OF JOHNSON

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ARTICLE I GENERAL PROVISIONS

- A. Title: All rules and regulations contained herein, together with such additions and amendments, as may be hereafter adopted, are hereby designated as the "Animal Control Ordinance for the Town of Johnson," hereinafter referred to as "Ordinance."
- B. Authority: This Ordinance is adopted pursuant to authority granted under 20 V.S.A. § 3549, 24 VSA §§ 2291 (10), (14), (15) and (21), and 24 V.S.A. Chapter 59.
- C. Purpose: The purpose of this Ordinance is to protect the health, safety, and welfare of the public, domestic pets, domestic animals, and wolf-hybrids of the Town by regulating the keeping of domestic pets, domestic animals, and wolf-hybrids and their running at large and by defining what constitutes a public nuisance.
- D. Inconsistent Provisions: This Ordinance is in addition to all other ordinances of the Town of Johnson and all applicable laws of the State of Vermont. All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.
- E. Civil Ordinance: This Ordinance is designated as a civil ordinance in conformance with 24 VSA Section 1971(b).

ARTICLE II DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

Enforcement Officer shall mean the Town Health Officer, Town Deputy Health Officer, Town Constable, State Police Officer, Lamoille County Sheriff, any Deputy Lamoille County Sheriff, or any individual appointed by the Selectboard to fill the position of Animal Control Officer, Lead Animal Control Officer, or Town Administrator.

"Dog" means any member of the canine species. For purposes of this ordinance, this term, wherever used, shall also include "wolf-hybrids" and "working farm dogs" except where specifically exempted.

Domestic animal shall mean those animals defined by 6 V.S.A. 1151(2) as follows: rabbits, cattle, sheep, goats, equines, fallow deer, red deer, reindeer, American bison, swine, poultry, pheasant, Chukar partridge, Coturnix quail, psittacine birds (parrot family), ferrets, camelids, ratites (ostriches, rheas, and emus), reptiles and amphibians. The term does not include those species of amphibians native to Vermont. The term shall include cultured trout propagated by commercial trout farms.

Domestic pet shall mean any domestic dog, domestic cat, or European ferret (*Mustela putorius furo*) as defined in 20 V.S.A., Chapter 193, Section 3541.

ARTICLE II DEFINITIONS - Continued

Humane disposal shall mean (a) humane euthanasia by a licensed veterinarian.

Humane Shelter shall mean an area of sufficient size to afford an animal protection from inclement weather, in particular rain and wind.

Keeper (See definition of Owner)

Owner shall mean any person who owns a domestic pet or wolf-hybrid and includes any person who has actual or constructive possession of the pet or wolf-hybrid. The term also includes those persons who provide feed or shelter to a domestic pet or wolf-hybrid. A person shall not be deemed to be the "Owner" of feral animals that take up residence in a building other than the person's home, even if the person occasionally provides feed to the animal.

Person shall mean any individual, institution, public or Private Corporation, partnership or other legal entity.

Potentially vicious dog means a dog running at large that inflicts minor injuries on a person not necessitating medical attention; chases, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.

Public Nuisance shall mean any conduct which endangers life, health, or property or which reasonably annoys, injures, or disturbs, or intrudes upon the free use and comfortable enjoyment of public lands is a public nuisance, provided, however, such act is specifically enumerated and defined in this Ordinance. The following activities shall be deemed nuisances:

- A. A dog running at large in the Town.
- B. A dog that defecates on public property or on the private premises of a person that is not the dog's owner or keeper and whose owner does not immediately remove the fecal material and dispose of it in a sanitary manner.
- C. A female dog in heat not confined to a building or other secured enclosure, except while under the direct control of the owner.

ARTICLE II
DEFINITIONS - Continued

- D. A dog that disturbs the quiet, comfort and repose of others by barking, whining, calling, or howling for a continuous period of 20 minutes or more. This regulation shall not apply to dogs in a kennel/boarding facility which has received a zoning permit under the municipal land development regulations. The zoning permit will govern the use of the kennel / boarding facility. The provisions of this section shall not apply to licensed working farm dogs if the working farm dog is barking in order to herd or protect livestock or poultry or to protect crops.

Public Property shall mean 1) property owned by the municipality, county or state; 2) the area within 25' of the center line of the publicly traveled way or 3) within the bounds of the right-of-way or strip of land for public use as surveyed and recorded in the Town land records.

Running at large shall mean to move about without restraint, control or limitation as to property lines or areas, for example:

- A. A domestic pet or domestic animal on a public road within the Town is considered restrained if it is on a leash or by the owner's or keeper's side at all times and obedient to that person's commands.
- B. A wolf-hybrid that is running at large in violation of Article IV, Section F.
- C. Exceptions

The provisions of this section shall not apply to licensed working farm dogs if the working farm dog is running at large in order to herd or protect livestock or poultry or to protect crops.

Nothing in this Ordinance shall be construed to require: the restraint of cats or the restraint of any domestic pet or domestic animal while on private property by permission of the property owner or while in a vehicle. Nor shall this Ordinance restrict the use of dogs for lawful hunting or service animals.

Selectboard shall mean the Selectboard for the Town of Johnson.

Service animal shall mean any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, as defined by 28 C.F.R. § 35.104

Sufficient food and clean water means access to appropriate nutritious food at least once a day which is sufficient to maintain good health and continuous access to potable water that is not frozen and is free from debris, feces, algae, and other contaminants.

Sufficient housing, including protection from the elements means constant and unfettered access to an indoor enclosure which:

- A. has a solid floor made of any natural or manmade material but which is dry at all times of the year; and

ARTICLE II
DEFINITIONS - Continued

- B. is not stacked or otherwise placed on top of or below another animal's enclosure; and
- C. is cleaned' of waste at least once daily while the animal is outside the enclosure; and
- D. maintains a temperature range appropriate for the breed.

Sufficient space means having sufficient indoor space for each animal to turn in a complete circle without any impediments and being able to extend his or her limbs.

Town shall mean the lands within the municipal boundaries of the Town of Johnson.

Town Clerk shall mean the elected or appointed Clerk for the Town of Johnson.

Wolf-hybrid shall mean those animals defined by 20 V.S.A., Chapter 193, Section 3541, as follows: an animal which is the progeny or descendant of a domestic dog (*Canis familiaris*) and a wolf (*Canis lupus* or *Canis rufus*). A Wolf-hybrid also means an animal which is advertised, registered, licensed or otherwise described or represented as a wolf-hybrid by its owner, or an animal which exhibits primary physical and behavioral wolf characteristics.

ARTICLE III
APPLICABILITY OF ORDINANCE

- A. This Ordinance applies to all domestic pets and domestic animals found or kept within the Town of Johnson and the owners and keepers of those domestic pets and domestic animals.
- B. The owner or keeper of a domestic pet, domestic animal, or wolf-hybrid shall not allow such animal to become or remain a public nuisance as herein defined, or to be kept in violation of this Ordinance.
- C. Any domestic pet, domestic animal, or wolf-hybrid allowed to become or remain a public nuisance or kept in violation of this Ordinance as herein defined shall be in violation of the Ordinance and is subject to the provisions of this Ordinance.
- D. Nothing in this Ordinance shall be construed to restrict accepted agricultural practices or the use of hunting dogs when under the control or their owner and while assisting their keeper or owner.
- E. Nothing in this Ordinance shall be construed to restrict or prohibit service animals on public lands, town cemeteries or other areas when assisting their keeper or owner.

ARTICLE IV

LICENSING, KEEPING, AND IMMUNIZATION OF DOGS AND WOLF-HYBRIDS

- A. License Required: Annually on or before April 1st, it shall be the duty of every person within the Town owning a dog more than six months old to: (1) procure a license therefore in accordance with Chapter 193, Title 20 of the Vermont Statutes, (2) to cause the dog to wear a collar, and (3) to attach to the collar a current license tag.
- 8. License Fee: The Town may charge a fee for dog licenses, as authorized by Chapter 193, Title 20 of the Vermont Statutes.
- C. Inoculation Against Rabies Required: The dog shall be inoculated against rabies as required in Chapter 193, Title 20 of the Vermont Statutes.
- D. License for Breeding: The owner or keeper of domestic pets kept for breeding purposes may take out annually, on or before April 1, a special license for the domestic pets or wolf-hybrids, as authorized by 20 V.S.A., Section 3583.

ARTICLE IV

LICENSING, KEEPING, AND IMMUNIZATION OF DOGS AND WOLF-HYBRIDS- Continued

- E. Pet Dealer's Permit Required: A person who sells or exchanges or who offers to sell or exchange cats, dogs, or wolf-hybrids, or any combination thereof, from three or more litters of cats, dogs, or wolf-hybrids in any 12 month period must apply to the Town Clerk for a pet dealer's permit, as authorized by 20 V.S.A., Section 3681. A zoning permit may also be required to conduct such activities.
- F. Wolf-hybrid Enclosure Required: Except when in a cage or on a leash and not causing a danger or nuisance; a wolf-hybrid shall be confined within a proper enclosure consisting of:
 - 1. A locked fence or structure of sufficient height and sufficient depth into the ground to prevent the entry of young children and to prevent the animal from escaping. Fencing shall at a minimum consist of an 8' high chain link fence with a 2' overhang and a chain link concrete apron, or asphalt apron to prevent digging out and a catch pen to avoid escape and ease of veterinary care; or
 - 2. A humane shelter as recommended by a veterinarian for wolf-hybrids which may not meet the Sufficient Housing definition of this Ordinance.

ARTICLE V
ENFORCEMENT OFFICERS AND IMPOUNDMENT LOCATIONS

- A. Enforcement Officers shall investigate complaints of violation and enforce the provisions of this Ordinance.
- C. The Selectboard shall designate the names of persons and their locations to receive domestic pets, domestic animals, and wolf-hybrids for impoundment under the terms of this Ordinance.

ARTICLE VI
VIOLATIONS

A. Animals. A domestic pet or domestic animal is hereby declared to be a public nuisance in violation of this Ordinance, in one or more of the following situations:

1. The dog has not been inoculated against rabies as required in 20 V.S.A. Chapter 193;
2. The dog has not been licensed in accordance with 20 V.S.A. Chapter 193;
3. The dog is not wearing a collar with its current license tag attached to the collar in accordance with 20 V.S.A. Chapter 193;
4. The domestic pet (except domestic cat), domestic animal, or wolf-hybrid is running at large;
5. The domestic pet, domestic animal, or wolf-hybrid is causing damage to the property of anyone other than its owner, by:
 - a) Turning over garbage containers; or
 - b) Doing damage to gardens, flowers, shrubs or vegetables; or
 - c) Injuring or worrying people, domestic pets, or domestic animals.
7. The dog has defecated on private property other than that of its owner onto which the dog has not been invited or on Public Roads or public property (including parking areas, lawns, flower beds, parks, and sidewalks) and the dog owner does not remove the resulting material immediately and dispose of it in a sanitary manner;
8. The domestic pet (except domestic cat), while running at large, is chasing and/or snapping at pedestrians, joggers or runners, pets walked on a leash, bicyclists, vehicles, or riders on horseback;
9. The domestic pet or domestic animal is barking, whining, calling, or howling for a continuous period of 20 minutes or more- This regulation shall not apply to domestic pets, domestic animals, or wolf-hybrids in a kennel which kennel has received a zoning permit under the Town Zoning Regulations.
10. The wolf-hybrid is not:
 1. Confined within a proper enclosure; or
 2. In a cage; or
 3. On a leash.

**ARTICLE VI
VIOLATIONS - CONTINUED**

- B. Person. A person shall be in violation of this Ordinance in any of the following situations:
 - 1. Keeping or maintaining a domestic pet, domestic animal, or wolf-hybrid without sufficient food and clean water, sufficient housing, or sufficient space;
 - 2. Keeping or maintaining a domestic pet, domestic animal, or wolf-hybrid contrary to the conditions of a lawful order issued by the Selectboard under this Ordinance;
 - 3. Failure to obtain a pet dealers license, as required by Article IVE.

**ARTICLE VII
ENFORCEMENT**

- A. The violation of this ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in Lamoille County Superior Court, at the election of the either Selectboard or Enforcement Officer.
- B. Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer shall have authority to issue tickets and represent the Town at any hearing.
- C. Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The Town may pursue all appropriate injunctive relief.
- D. When warranted by the circumstances, and before enforcing a violation in the Judicial Bureau or Superior Court, an Enforcement Officer may issue a verbal or written warning to the owner. Such warning may include a requirement to take corrective action within a prescribed period of time.

**ARTICLE VIII
PENALTIES**

- A. Fines.
An Enforcement Officer is authorized to recover civil penalties in the following amounts for each violation:
 - a. First offense \$ 50.00
 - b. Second offense \$ 75.00
 - c. Third offense \$100.00
 - d. Fourth offense \$150.00
 - e. Fifth and subsequent Offenses \$200.00

- B. Waiver Fees.
An Enforcement Officer is authorized to recover a waiver fee, in lieu of a civil penalty, in the following amount, for any person who declines to contest a municipal complaint and pays the waiver fee below:
 - a. First Offense \$ 25.00
 - b. Second Offense \$ 37.00

ARTICLE VIII
PENALTIES - CONTINUED

- c. Third Offense \$ 50.00
- d. Fourth Offense \$ 75.00
- e. Fifth and Subsequent Offenses \$100.00

- C. Sequence of Events, Multiple Violations. For purposes of determining the sequence of offenses, second, third, fourth, and fifth offenses shall be those that occur within the 12-month period of the anniversary day of the first offense. Each day in which any violation continues or occurs shall be deemed a separate offense. For purposes of calculating the sequence of offenses, offenses shall be counted against the owner rather than the animal and violations involving multiple animals shall be considered multiple violations.
- D. Additional Fees and Costs. In addition to the waiver or the penalty fees that may be imposed, the Owner is responsible for all impoundment fees and, impoundment costs, and any costs for any remedial action as required by the provisions of this Ordinance and/or any duly-adopted order of the Selectboard.
- C. Liability for Loss by the Town Due to Violation: Any Person violating any of the provisions of this Ordinance shall become liable to the Town for any expense, loss, or damage occasioned by the Town, including reasonable legal expenses, by reason of such offense.
- D. Actions to Prevent, Restrain or Abate Violation: Notwithstanding any of the foregoing provisions, the Town may institute any appropriate action authorized by law, including injunction or other proceeding, to prevent, restrain, or abate any violation hereof, and in the case of emergency situations when, in the Town's determination, violations of the provision of the Ordinance may cause damage to human life or public property, the Town shall have the power to take whatever action is necessary to correct such violations.
- E. Board of Health and Health Officer: Nothing in this Ordinance shall be construed to prevent the Local Board of Health or Health Officer from carrying out their duties as prescribed in 18 V.S.A. Chapter 11.

**ARTICLE IX
CONFINEMENT AND IMPOUNDMENT**

- A. Grounds for impoundment. An Enforcement Officer is authorized to confine or impound any domestic pet, domestic animal, or wolf-hybrid which is:
1. determined to be a "potentially vicious dog," which presents an imminent danger to people or other animals;
 2. has reportedly bitten a person on or off the premises of its owner;
 3. is in violation of State licensing law;
 4. is suspected of having been exposed to rabies;
 5. is believed to have been attacked by another animal which may be rabid;
 6. has been attacked by a wild animal;
 7. has an unknown rabies vaccination history; or
 8. is running at large.
- B. Notification of impoundment. In the event that a domestic pet, including puppies less than 6 months old, or a domestic animal is confined or impounded, the owner, if known, shall be notified within 24 hours. Notification may be accomplished by in-person communication, by telephone call, or by written statement sent to the last known address of the owner. If the owner is not known, notification shall be posted in the Town Clerk's Office, once on the Front Porch Forum email list serve, at least once via radio press release to WDEV and in two other posting places in the Town; all postings remaining for seven (7) continuous days. (20 V.S.A. § 3621 and 20 V.S.A. § 3806). Instead of holding at the Town's kennel facility, the Enforcement Officer may allow an animal shelter or adoption agency to take the animal for holding at their facility but not sooner than 24 hours from impoundment. The Enforcement Officer shall retain control of the confined or impounded animal whether at the kennel, shelter or agency during the entire 7 continuous days provided for notice to locate the owner. Following the seven-day posting, an unclaimed animal may be formally released, in writing, to a shelter or agency for adoption.
- C. Humane Disposal. A domestic pet or domestic animal may be humanely destroyed as allowed by State law and in the following circumstances:
1. When an Enforcement Officer reasonably suspects that a confined or impounded domestic pet, domestic animal, or wolf-hybrid has been exposed to rabies or has been attacked by a rabid animal; or
 2. When the owner of the domestic pet, domestic animal, or wolf-hybrid that has been impounded is unclaimed within 10 days of the notification of the owner.
- If the unclaimed domestic pet, domestic animal, or wolf-hybrid has been disposed of, the owner shall be liable for all costs incurred by the Town.
- D. Release from impoundment. No confined or impounded domestic pet or domestic animal shall be released until all of the following criteria have been met:

**ARTICLE IX
CONFINEMENT AND IMPOUNDMENT - Continued**

1. all necessary licenses and vaccinations are obtained;
 2. all fees associated with the impoundment are paid in full by the owner;
 3. the final disposition of a hearing on a vicious dog or potentially vicious dog, if applicable; and
 4. all necessary remedial action that has been ordered is taken by the owner. Remedial action shall include, but is not limited to, such actions as providing a collar and current license, and verification of certification of current vaccination against rabies.
- E. Forfeiture. If the owner of an animal impounded under the provisions of this Ordinance refuses to take the remedial action necessary to secure the animal's release within ten (10) days following notice of impoundment or gives notice either personally, by telephone call, or in writing to the Town of forfeiture of ownership before that time, the animal may be placed in an adoptive home, transferred to a humane society or rescue organization, or if the Town is unable to transfer the animal, it may be humanely destroyed. The owner of an animal that is transferred or humanely destroyed is responsible for all costs for the duration of its impoundment and any expenses associated with its transfer or humane disposal.
- F. Exception when rabies suspected. The procedures provided in this section shall only apply if the animal is not a rabies suspect. If an Enforcement Officer determines that the animal is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the rules of the Vermont Department of Health.

**ARTICLE X
INVESTIGATION OF A DOMESTIC PET OR WOLF-HYBRID
WHICH HAS BITTEN A PERSON**

When a domestic pet or wolf-hybrid has bitten a person while the domestic pet or wolf-hybrid is on or off the premises of its owner or keeper, and the person bitten requires medical attention for the attack, investigation by an Enforcement Officer shall be done in accordance with the following procedures, pursuant to 20 V.S.A., Section 3546, as follows:

- A. When a domestic pet or wolf-hybrid has bitten a person while the domestic pet or wolf-hybrid is on or off the premises of the owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the Selectboard. The complaint shall contain the time, date and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the Selectboard in conducting its investigation required by Section B below.

ARTICLE X
INVESTIGATION OF A DOMESTIC PET OR WOLF-HYBRID
WHICH HAS BITTEN A PERSON • Continued

- B. *The Selectboard, within seven days from receipt of a written complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the domestic pet or wolf-hybrid which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date, and place of the hearing and a copy of the complaint.*
- C. *If the domestic pet or wolf-hybrid is found to have bitten the victim without provocation, the Selectboard shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the domestic pet or wolf-hybrid is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested. The Selectboard may seek enforcement in Superior Court against a person who, after receiving notice, fails to comply with the terms of the order.*
- D. *The procedures in this section shall only apply if the domestic pet or wolf-hybrid is not a rabies suspect. A current rabies certificate shall mean that the animal is not a rabies suspect, unless a member of the Selectboard or an Enforcement Officer determines that the animal is a rabies suspect based upon physical evidence or observation of the animal. If the animal is determined to be a rabies suspect, the provisions of Article XII, Management of Biting Animals, Animals Exposed to Rabies or Suspected of Being Infected & Impoundment of this Ordinance shall apply.*

ARTICLE XI
POTENTIALLY VICIOUS DOGS

A person claiming a dog is a "potentially vicious dog" may file a written complaint with the Selectboard. The complaint shall contain the time, date and place where the alleged behavior occurred, an identification of the domestic pet or animal threatened or attacked, the name and address of any victim or victims, and any other facts that may assist the selectboard in conducting its hearing. Upon receipt of a "potentially vicious dog" complaint the Selectboard shall proceed as described under Article X (regarding bites that require medical attention) with the exception that if the Selectboard determines that the behavior classifies the dog as "potentially vicious" the Selectboard may order any protective measures be taken absent the dog being humanely destroyed.

**ARTICLE XII
MANAGEMENT OF BITING ANIMALS, ANIMALS EXPOSED
TO RABIES OR SUSPECTED OF BEING INFECTED & IMPOUNDMENT**

- A. Application. The procedures provided in this Article' shall apply to an animal that has bitten a human or has been exposed or potentially exposed to rabies.
- 8. Procedure. If an Enforcement Officer determines that an animal is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer who shall proceed in accordance with the rules of the Vermont Department of Health. Domestic pets, and domestic animals which have bitten a person, or have been exposed to rabies or are suspected of being infected with rabies shall be managed by the Health Officer or Deputy Health Officer in accordance with 20 V.S.A. 3801 and related Rules adopted by the Vermont Department of Health. Animals without current rabies certificates shall be deemed to be suspected of being infected with rabies.
- C. Costs. All costs associated with the impoundment and management of the biting animal, rabies suspect animal, or rabies exposed animal shall be borne by the animal owner. If no owner is found, then the Town shall be responsible for the costs, and if at a later date, the owner is found, then those costs plus interest shall be the responsibility of the owner and reimbursed to the Town upon receipt of an invoice from the Town Treasurer.

**ARTICLE XIII
SEVERABILITY, AMENDMENTS**

If any portion of this Ordinance is held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.

**ARTICLE XIV
EFFECTIVE DATE**

This Ordinance shall become effective 60 days after its adoption by the Selectboard, unless a petition is filed under 24 V.S.A. § 1973, in which case that statute shall govern the taking effect of this Ordinance.

Read and adopted at the _____, 2025 Selectboard

Meeting Posted in 5 places on _____, 2025, such

locations being:

- Johnson Municipal Office
- Johnson Public Library
- Johnson Post Office
- Johnson Food Shelf
- Maplefields

Published in the News and Citizen on _____, 2025; within 14 days of adoption.

Adopted this _____ day of _____ 2025

Selectboard for the Town of Johnson

Eben Patch, Chair

Mark Woodward, Vice Chair

Duncan Hastings, Selectboard

Michael Dunham, Selectboard

Peter Hammond, Selectboard