

Town of Johnson
Selectboard Meeting
Municipal Building
Monday, March 2, 2026; 6:30 pm

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

1. 6:30-6:35pm Consider Additions or Adjustments
2. 6:35pm Review Invoices and Orders
3. 6:35-6:40pm Public Comment and Public Announcements
4. 6:40-6:45pm Selectboard Updates and/or Concerns
5. 6:45-6:50pm Consent Agenda
 - a. Consider Approving Minutes of February 19, 2026
 - b. Announce the resignation of Jo Marsan from the Beautification Committee
 - c. Allow the Town Administrator to apply for Congressionally Directed Spending grant in the amount of \$500,000 for the library.

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

7:00 p.m. Work Session

6. 6:50-7:30pm Conversation with Johnson Community Economic Development Specialist Carl Roger. Carl has two requests from the Selectboard:
 - a) Consider a special meeting to award the industrial park tree clearing contract sometime during the week of March 23
 - b) Consider approving two documents related to the Holmes Meadow Clean Water Service Provider Grant-
 1. Agreement with LCPC
 2. Site Access License and Operation and Maintenance Plan.
7. 7:30-7:50pm Discussion with Johnson Recreation Committees
8. 7:50-8:00pm Review and approval of the Job Description for the Community Economic Development Specialist.
9. 8:50-8:10pm Review and Consider Mumley Engineering Proposal for Clerk of the Works
10. 8:10-8:25pm Discuss Final Preparations for Town Meeting
11. 8:25-8:35pm Municipal Road Postings
12. 8:35-8:50pm Discuss Approving Overweight Permits
13. 8:50-9:00pm Review and accept the Communities Caring for Canopy grant application.
14. 9:10-9:20pm Old Business: Capital Budget and Plan, Joint Properties, Scribner Bridge Grants, Buyout Property Planning/Old Library location, Gravel Pit, Speed and Stop Sign Ordinance, Speeding, Discussion on creating revenue for the Town,

Adjourn

Option to join by Zoom*:

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

+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544

Passcode: 15531

JOHNSON SELECTBOARD MEETING MINUTES
JOHNSON MUNICIPAL BUILDING
MONDAY, FEBRUARY 19, 2026

Present: Selectboard members: Mike Dunham, Peter Hammond, Adrienne Parker, Eben Patch, Paul Warden

Others: John Sutherland, Rosemary Audibert, Carl Rogers, Mike Mignone, Lois Frey, Sue Lovering, Noel Dodge, Paul Persico, Melanie Clark, Casey Romero, BJ Putvain (remote), 2 other people

Note: All votes taken are unanimous unless otherwise noted.

1. *Call Meeting to Order*

Eben called the meeting to order at 6:30.

2. *Consider Additions or Adjustments to the Agenda*

No changes to the agenda were needed.

3. *Public Comment and Public Announcements*

Mike Mignone said he is requesting that Johnson EATS be the fiscal agent for a grant his store is applying for to upgrade their point of sale system and accept WIC. Eben said it can't be the committee that does it; it has to be the town. Mike Mignone said the Department of Health suggested applying for the grant to get a new POS system that would allow them to accept WIC. The person at the Health Department who approached them is in charge of the WIC program. Apparently they need a fiscal agent that would accept the grant and then pass the money to them. Rosemary said the town would be a pass-through agent. Johnson EATS money comes through her. Mike said the person he talked to at the Health Department is writing the grant. The store just needs someone to be the fiscal agent.

Mike Dunham said he would like to see the paperwork for the grant. Mike Mignone said it is a federal grant. Rosemary said that is another reason the money needs to come to the municipality.

Paul asked if Mike Mignone needs a decision tonight. Mike said no. He will email all the relevant information he has. Adrienne said if for some reason he needs a decision before the next meeting, he should reach out.

4. *Selectboard Updates and/or Concerns*

Eben said we have an interlocal kennel agreement with Hyde Park. A different kennel has offered to provide kenneling for the interlocal group. They have a lower fixed cost but likely an increased animal care cost. Another one of the towns doesn't want to continue with the agreement. The fixed cost for all towns would be \$12,000 for the year. Peter asked, one of the towns that is in the current agreement is not continuing? Eben said yes, a small population town. The board agreed to continue with the interlocal kenneling agreement.

Adrienne said she is concerned because she has seen a couple of local restaurants close recently. She thinks the board should do anything that is in our power to help local businesses. John asked the reasons for the restaurants closing. Adrienne said she doesn't know for sure, maybe lack of business. Donna Griffiths said she heard that Moog's Joint was closing due to landlord issues and the condition of the building.

5. *Consent Agenda*

The consent agenda consisted of the minutes of February 2 and a liquor license for Marsala Salsa Restaurant and Bar LLC. **Paul moved and Adrienne seconded to approve the consent agenda.**

Mike said he made a statement during the library discussion that the whole library project has turned into a big boondoggle. That was not included in the minutes and he would like it added. **Paul and Adrienne agreed to amend the motion to include adding the statement Mike wanted to include in the minutes. The motion was passed.**

6. Clerk/Treasurer's Report: Warrants, Licenses and Any Action Items

Rosemary said now that the town made changes to holidays, town meeting day is no longer a holiday. Does the board want the office to be open? She and Susan will be at town meeting. Eben said so will John. But village employees will be here. Mike said he thinks the office should be open. Paul agreed. Adrienne said she thinks it should be closed. One of the workers is a town employee and won't be able to come to town meeting if the office is open. Eben said we have a generous combined time off policy and he doesn't think we can deny time off to people who want to take time off to attend town meeting. Rosemary said there would be only one town employee and one village employee in the office.

Peter asked, hasn't it been a tradition in Vermont to encourage operations to be closed on town meeting day to boost attendance at town meeting? It was noted that we have one town employee who doesn't live in Johnson. Peter said they should be part of town meeting in their town. Eben asked if Peter is saying we should have given employees 14 holidays instead of 13. Adrienne said she thinks employees should be paid for attending town meeting day.

Eben, Mike and Paul said they think the office should be open on town meeting day. Adrienne and Peter said they think it should be closed. Eben said it will stay open unless everyone takes vacation time. Then it will have to be closed.

Rosemary thanked the board for the town report dedication. Eben said the board thanks her for everything she has done. There was a round of applause.

7. Discussion with Community and Economic Development Specialist

Carl said the quarterly report for the NBRC grant was submitted on time on January 28. This evening he got an email from the state saying there has been some activity on the stormwater operation permit. The engineers have been in contact with the people reviewing it, addressing a question they had about the source protection area.

Carl sent out a letter to the property owners who have a shed that is partly on the industrial park property. He had a conversation with one of the owners. The owner has no issue with the letter and is glad to hear the town is moving ahead with the industrial park. He hopes to get his house connected to village sewer. He might build another house and would also try to tie that into the new sewer line. Today a letter went out to the other abutters notifying them that the town has applied for permits and inviting them to see the industrial park plans if they have any questions.

Carl said the Welcome Center improvements funded by the Building Communities Grant have been completed, except for painting. The lease agreement the board approved was submitted to the rail trail office at VTrans. We haven't heard back yet. Mike said that is another project that started out small and has turned into a big to-do.

Carl said rail trail committee membership is down from 9 to 6. Did the selectboard accept Peggy Williams' resignation? Board members said they think so. Carl said the chair of the rail trail committee would like to see if advertising could be done to solicit additional members. Adrienne asked if John could work with Lydia to post all the committee and commission vacancies.

The town got reimbursement for the grant funded rail trail connector scoping study.

Carl said there has been a lot of activity on the Recreation Economy for Rural Communities grant. On January 29, the EPA's Planning Assistance Team held their introductory online meeting with the Johnson steering committee. On February 5, the Planning Assistance Team held its peer convening, which was a nationwide meeting. All 25 grantees were invited. There were presentations by prior year grantees. The dates for the EPA Planning Assistance Team to come here to conduct the community workshop will be August 27 and 28. The first day, the steering committee will take the Planning Assistance Team around to various sites in town to help them conceptualize what Johnson has and what challenges we face. The next day will be a full day of meetings. The general public is invited and the steering committee is supposed to invite interested resources. Someone like Jackie Cassino with the rail trail program could be invited. The EPA Planning Assistance Team wants to schedule the first three online meetings with the steering committee. Carl emailed the steering committee members to ask about what nights they want to meet. He suggested they start planning to meet every two weeks.

We have a Vermont Community Foundation grant for a playground. It was determined that Legion Field would be the best location for it. At the second Legion Field meeting, Isabelle Sullivan provided information from the vendor about the equipment and dimensions. People seem to think that products geared toward younger children would be best for that playground.

Carl asked about \$3300 in skatepark money. The board will be discussing a skatepark RFP tonight. Is that project going to use the \$3300? Eben said the skatepark project will use FEMA money. John asked, if bids come in higher than the amount of FEMA money, could the \$3300 be used as part of that project? Carl said he would think so but off the top of his head he can't remember what the \$3300 was intended for. We could check on that.

Carl said the second Legion Field planning meeting was good. Thoughtful input was provided. The next step is for DuBois & King to prepare another layout based on the comments and send it to the selectboard. The selectboard needs to approve the final plan, then decide what order the work on Legion Field should be done in. Adrienne asked if there is a deadline for using the funds. Carl said the deadline has passed but the Vermont Community Fund is being lenient.

Carl said the first invoice from Boulder for Holmes Meadow has been received. Carl attended an inspection of Holmes Meadow and the gravel pit. SLR later submitted their last inspection report for the winter. Excavating and hauling sediment has been completed. Final grading was underway at the time of the report. There was a question about who was going to be working with the fill that was hauled to the library. Boulder volunteered to do that.

Change order #4 has been presented. Eben wanted to make sure the grant would cover the additional expense. Vermont Emergency Management has okayed the grant adjustment, but the Agency of Administration still has to sign off on it, so Carl suggests postponing action until the next agenda. Mike asked the reason for the change order. Carl said it was for extra extraction and hauling of gravel out of the pit. Mike asked, shouldn't the engineer be responsible? Weren't they the ones figuring out how much material there was? Carl said he doesn't know how it was determined how much gravel was in the pit. Ledge was not at the same depth in the area where extraction was done as it is in other parts of the pit. The sand and gravel ran deeper. Mike said with the amount of money we are spending on engineers, you would think we would have a better product. The engineering cost is a pass-through, right, or is the town paying? Rosemary said it is a pass-through.

Carl said on March 2, the board will probably be asked to take a couple of actions regarding a second grant for the Holmes Meadow project – the Clean Water Service Provider grant from the Agency of Natural Resources. The grant is awarded to LCPC on the town's behalf for this project. We will be asked to approve a site access license, agreeing that LCPC and state employees can go onto the property for maintenance and inspections and we will be asked to approve a subgrant agreement with LCPC.

Adrienne asked if the grant that covered the VOREC scoping study was just for the scoping study or if we have money to spend on improvements. Carl said the \$27,700 was just for the scoping study. If we want to do improvements we have to seek other money.

Adrienne asked, Carl is going to be done at the end of the month, right? Carl said he had said he would be done at the end of March, but he told John that if he is still needed he can be available for longer. He has been trying to do more of his work online to make the situation work better for him. Adrienne asked if he thinks he can submit the Act 250 permit application for the granite stairs before he is done. Carl said he would like to.

Adrienne asked if Carl knows when we will get notification on whether we are awarded the two library grants that were applied for. Carl said he doesn't remember.

Mike said the \$2,500 Mumley charged for flagging for tree clearing at the industrial park seems high to him. Carl explained that they were marking the right of way and the area for the stormwater system. They did not mark individual trees. They marked the entire area that needs to be cleared.

Carl said the first contract with Mumley in 2023 was to get the NBRC grant prepared and start the engineering. About October 2024 it was decided that revisions needed to be made to the contract and on December 16, 2024 a revised contract was presented to the selectboard and the selectboard voted to approve the revisions. But apparently the document was never fully signed. Tonight he is asking that the board vote to affirm the action of December 16, 2024 approving the revisions to the contract dated December 11, 2024 and also approve the change order for the Mumley contract for work done on the Highland Heights sewer pump station. That work was done because wastewater from the industrial park will go there and there was concern about its ability to handle the additional flow. There was discussion about the possibility of a \$50,000 emergency power generator located there. It was mentioned in the January minutes that Mumley was working on that and then they submitted two invoices that the selectboard voted to approve. It was noted that the work was beyond the scope of services. Mumley hasn't yet submitted a third invoice for \$585. The total of all three invoices will be \$1,965. Carl suggests approving a change order covering those three invoices for work analyzing the Highland Heights pump station and recommending a solution that the village has accepted.

Peter moved to re-affirm the selectboard's vote on December 16, 2024 to approve the Mumley Engineering industrial park engineering services agreement revision dated December 11, 2024, and to authorize town administrator John Sutherland to sign it, Adrienne seconded and the motion was passed with Mike opposed.

Peter moved to approve Mumley's industrial park engineering contract Change Order #1 in the amount of \$1,965 to cover Mumley's analysis of the Highland Heights sewer pump station and

suggestion to address the concern about its capacity, Adrienne seconded and the motion was passed with Mike opposed.

Carl said work on the conservation easement for the deer wintering area on the Prindle lot is still in progress. He would like the board to pass a motion to authorize advertising the conveyance.

Eben moved and Paul seconded to authorize staff to begin the required 30-day public notice period for conveyance of the conservation easement on the Prindle lot. Eben clarified that we are not actually selling the lot. **The motion was passed.**

Carl said he had previously explained to the board that setting aside 5.2 acres of prime ag soils on the Gomo lot would require an expensive survey and the board agreed that it would be cheaper and make more sense to pay the mitigation fee for 0.85 acre. Until this week, nothing was said to him about 6.1 acres. But it turns out there is 6.1 acres between the road and the stream and pond that is easily describable without a survey. The Vermont Agency of Agriculture and the attorney have concluded that the selectboard needs to issue a declaration of conveyance on the entire 6.1 acres. We still avoid having to do a survey. Eben asked, do we now not have to pay the mitigation fee? Carl said we still have to because the additional acreage is not prime ag soil.

Paul moved and Peter seconded to approve the Notice of Sale of Municipal Real Estate and conveyance of a Declaration of Restrictive Covenant in favor of the Vermont Agency of Agriculture and Vermont Land Use Review Board on a +/-6.1 acre portion of the Town's so-called "Gomo Lot," subject to final review and approval by the Town's attorney, to mitigate the impact of the Town's industrial park project and development of +/-2.6 acres of primary agricultural soils and to authorize Selectboard Chair Eben Patch or Town Administrator John Sutherland to execute the Notice, Declaration and any other instruments necessary or advisable for issuance of the Act 250 permit and recording the Declaration.

Peter said this declaration talks about making sure the area is hayed and brush hogged every 2 years. How do we keep track of that and make sure someone does it? And who does it? No one offered answers to those questions. Peter asked what a right to farm covenant means? Carl said it needs to be in the deed so future owners know that that is the case. If the property is subdivided people who buy part of it will be aware there could be farming activity on the part with the prime ag soils.

The motion was passed with Mike opposed.

Carl said the deadline for getting trees removed from the industrial park is April 14. During the winter we were contacted by the Agency of Transportation and their partner the Vermont Land Trust about a need for whole trees (about 25 ft of trunk with root balls attached.) They have gone out and marked the trees they want. They told him they marked 113 trees. About 75% of those are in the area the town needs to clear for roads, utilities and stormwater. A local logger is interested in doing the work. Carl has contacted the Agency of Transportation and Vermont Land Trust about the trees they wanted and has not heard back. Should we continue discussion with them? Does the board approve of the idea of not planning to have the work reimbursed by the NBRC grant? The bidding and contracting requirements of the grant can be onerous. It would take more time to prepare the specs and if the target audience saw that red tape they might not want to bid. He feels, and Pat Ripley agreed, that the town would be better served by avoiding the NBRC procurement requirements. We could write the bid specs so bidders are asked to provide a price for harvesting trees marked by the Vermont Land.

Trust in our marked area, a price for removing the remaining trees in our marked area, and a price for pulling 30 or so trees that are outside the area we need to clear. Then we could tell the state how much they owe the town for the work that was done on their behalf. Board members agreed they are okay with Carl's recommended bidding approach.

Paul asked if there is any reason not to proceed with conversations with the Agency of Transportation. Carl said at some point we will need to move forward and award a contract. The board agreed that we should continue talking to AOT for now and that the tree clearing should be done without seeking grant reimbursement.

Peter asked if Carl has seen the draft job description for the CEDS position. John said he has not. He was going to get input from the board first. Peter said he will be interested in Carl's thoughts.

8. *Beautification Committee Grant Application*

Adrienne said the beautification committee is asking for permission to apply for a grant for doing a mosaic project at the village Cold Spring. Mike said the village hasn't approved this yet. Adrienne said they have. Eben said the grant amount requested is \$15K with no match from the town. The beautification committee may use some of their budget to fund a small part of the project. Mike said the last he knew, the village was waiting to see what the mosaic would look like. Adrienne said they saw examples from the artist and approved it.

Peter moved and Paul seconded to support the beautification committee's grant application for a mosaic at the Cold Spring.

Paul said the grant application describes the Cold Spring as a source of drinking water. He doesn't think we should say that because it is not an approved drinking source. Rosemary agreed. Adrienne said they will take that out.

Mike asked, the village trustees approved what the mosaic will look like? Donna Griffiths said they approved the project in concept and approved the beautification committee applying for the grant but they want more information about the mosaic design and how it will be installed before they give approval to actually install it. BJ Putvain said that is correct.

The motion was passed.

9. *Review and Consider the Skatepark RFP*

John said he and Casey have been working on the RFP for skatepark improvements. They would like to go out to bid for the project. He asked Casey if she found out if Act 250 is needed for the project. Casey said she hasn't heard back yet on that.

The board reviewed the RFP. Paul said it says material for berms can be harvested from the central meadow. Do we want to say that it must be or should be harvested from the central meadow? We don't want material from elsewhere brought into the flood plain. John said it is possible the material on site would not be usable for the project. Casey said if it isn't usable she wouldn't want to lock the contractor into only using material from the meadow. Using material from the meadow is the most economical for them. Eben asked if we could add a paragraph stating that if material is brought onto the site an equal amount must be removed from the central meadow. Casey said yes.

Paul said we are asking for a certificate of insurance. Are we asking for specific limits? John said usually they would have whatever limits they are comfortable working with. It is up to the board if the

board wants to set terms. Paul asked if it has been normal for past contracts not to specify the insurance amount. Rosemary said she thinks so. Peter said the library RFP had no specified amount for insurance.

It was agreed to amend the RFP to add that if material is brought in, the same amount of material must be removed

The RFP says, "If required for town and county flood resilience planning, the contractor will track as-built information on volumes of dirt moved and concrete poured." Adrienne asked if it is required. Paul said he thinks it should be. It was agreed to remove "If required for town and county flood resilience planning."

Adrienne moved to approve the skatepark improvements and renovation project RFP with the amendments discussed and the motion was seconded and passed.

10. Emerald Ash Borer Trunk Injection Treatment

John said Sue Lovering brought him a service agreement for continuing treatment of ash trees. She also sent a follow-up explaining that there are eight ash trees at Old Mill Park that are the only trees in the park. The state forbids breaking ground there so we can't plant more, so she feels it is important to save them from ash borer with treatment that is done every 2 years. The total amount that would be charged is \$1,026.

Mike asked if this injection treatment is the only type of treatment they can use. He read about a drench poured at the base of the tree. Sue said that is very ineffective. Injection is the only effective treatment.

Mike asked when it has to be done. Sue said they are looking to have it done in June or July. Mike suggested he could get trained, do the treatment and save the town money. Sue said there are also five trees at the arboretum that were treated previously with grant money that the tree board will not get again. Mike said he will take the class and inject the trees. Sue said last year the training cost \$25. The board agreed that it is okay for Mike to take the course.

Peter asked if Sue knows how much of the price is for the chemical. Sue said she doesn't know. Part of the price may be travel from Waterbury.

11. Review and Consider Signing Certificate of Highway Mileage

John said the Certificate of Highway Mileage has been updated because three roads were reclassified from Class IV roads to legal trails. John made that change and updated the maps. He also needs to turn in a set of signed minutes showing the board approved the change. **Paul moved to approve the Certificate of Highway Mileage for the Year Ending February 10, 2026, Peter seconded and the motion was passed.**

12. Discussion Regarding the Future of Lowe Lecture Hall/Old Town Hall

John said he wanted to find out what the board was thinking about possible plans for the old town hall. Eben said there is no defined plan.

Mike asked if it is true that the property line is basically only to the eaves. Others said no.

John said neighbors have been using the property for ingress and egress and there may be adverse possession.

Mike asked if everything done is going to be subject to Act 250. Does Act 250 apply or not? If it does, he feels nothing will ever get done. Peter said Act 250 was going to apply for the plans the Studio Center had for fully renovating the building. Mike said in the past the town was thinking of taking the weathervane off the building but there was an issue because of Act 250, because the Studio Center owned it. Will Act 250 transfer to us? If so, he thinks the town might want to revisit whether we want to buy it. Adrienne said once the downtown designation is approved we will be exempt from Act 250. Noel Dodge suggested requesting a jurisdictional opinion to find out if the building is under Act 250. He believes it would be if the Studio Center still owned it, but it is probably not now. Melanie Clark from the Vermont Studio Center said VSC has not done anything triggering Act 250. When the town owned it, was it under Act 250? Noel said no. Melanie said she assumes it will not be under Act 250 then.

Pat Persico asked if the town owns the property now. Eben said not currently. Pat asked if anyone has looked at it this winter. Melanie said VSC has. It is drained and winterized. Peter said he has been in recently.

Pat asked when the town is buying it. Eben said we are in the process. He would like to wait until after town meeting in case anyone wants to talk about it at town meeting. It could be brought up under other business. Peter said that doesn't negate the vote to acquire it. Eben said it would be advisory only and the vote was advisory only as well.

Mike said the article voted on said that that we reserved the right not to buy it if we found any terrible things wrong. Melanie said those inspections happened and all was good. Paul said there is no asbestos. There is lead paint, which we knew.

Board members said there is no contract yet for purchasing it. Peter said he thinks since the Studio Center has been so patient it would be good to move as quickly as we can.

Pat asked if there is a prioritized list of what we will do if we buy it. Where is the money coming from? Eben said there is not a prioritized list. There are some line items in the budget that will be presented on town meeting day for maintaining the building at the current level because we haven't had time to have conversations about what the community wants to do with it.

Peter said there is substantial grant money for historic preservation. We can take it a piece at a time. There are grants that are specifically geared toward things like foundations. His hope would be that we can fund any work on the building with grants and not impact town taxes. Pat asked if there is grant money available even in today's political climate. Peter said yes, for historic preservation. The amount in the budget is for maintenance, not for addressing significant work that needs to be done.

Pat said he is worried about the building deteriorating as we move forward. He would like to see a prioritized list of the most important things to do.

Mike said he agrees with Pat. He sees problems, especially if neighboring properties have been encroaching. Melanie said VSC put the neighbors on notice and had conversations with their landlord. They blocked it off so people wouldn't park there. There is no adverse possession because VSC is a non-profit. Their attorneys have already talked to the neighbor's attorney. Paul suggested maybe we should have our attorney talk to the VSC attorney about the adverse possession issue.

Pat asked where we are with the library. Eben said we are working with and supporting the library trustee board as things evolve. They have made commitments to come up with the shortfall in funding. In our last conversation with the library board, it was discussed that they were going to work on a grant amendment and potentially a contract amendment. Paul said their grant got amended so they don't have to build the whole thing, just open the old building. They can use the grant funding for that and meet the grant requirements and then do whatever else is needed as money allows. Peter said the town will not be responsible.

Pat asked if there is a clerk of the works watching things being done. Eben said no. Pat brought up some work being done recently with an excavator that he suggested was problematic. Mike said when that work was done it smashed up extruded polystyrene that was against the building. Eben said that was the Holmes Meadow material. We do not have a clerk of the works for that project. Mike said he thinks we need one badly. Paul asked if John is planning to reach out to Mumley to see what they would charge. John said that is on his list.

Pat said the rumor on the streets is that there is no money for the library. Eben said there is money. The library has about \$1.9 million for the project. The project will cost about \$2.4 million. The architect and engineers were surprised at how high the bids came in based on their preliminary numbers. Adrienne said \$50,000 more is needed to complete the project. The work will keep going with the money the library has until it is spent. Peter said the rumors are lacking in fact.

John said this week he researched some grant opportunities that include libraries.

13. Plan Town Meeting Day

John said the Historical Society will sell pies at town meeting. Jen Yuris will be selling tea and coffee for the food shelf. Mark Woodward is organizing cooking pizzas.

Paul said Kyle Nuse has arranged childcare. Eben said providing childcare concerns him. Adrienne said Kyle said we need to reach out to the elementary school to reserve the kindergarten room for childcare, let the community know childcare will be available, put up signs and arrows directing people to the classroom and provide a sign-in sheet for parents to put their names and phone numbers.

Mike asked what Eben's concerns are about childcare. Eben said it is a lot of liability on the town. What happens if the kids get hurt? Who is responsible? He thinks babysitters should have training and background checks. Adrienne said they might have those.

Casey asked about tables for committees. Eben said he thinks any committee that wants to can have one. Adrienne asked if John can send an email to committee and commission chairs offering that and asking them to have signup sheets for people interested in joining committees. Lois said last year there was a shortage of tables that were easy to work from. Many have attached seats. Rosemary said she has always told people to bring their own table. Eben suggested that that be part of the email.

Eben said GMATV wanted to know if the school is setting up the school AV equipment and wants to know the wi-fi password. He will forward their questions to John.

John said Rosemary, Susan and he went over and met with staff at the school.

Eben said the local Boy Scout troop used to present the colors. Lois said she thinks there are no Boy Scouts left. Eben suggested reaching out to Tom Carney to see if there are veterans who want to do it. Lois suggested the Girl Scouts might be interested.

There was a suggestion that maybe the town could find an EMT or nurse or ski patrol member to be in the childcare area. They would all have the necessary first aid. Maybe different people could take 2-hour shifts. John said his wife is a former teacher who has had a background check. Rosemary said when we first started providing childcare, the babysitters did take a certification course. It was suggested that students in the health program at GMTCC may be a resource.

Eben said he will email our state representatives about when they want to come. He will put together a list of potential topics and who might talk about them for the board to discuss at the next meeting.

14. Discussion on Creating Town Revenue

Adrienne reviewed a list of potential revenue sources she had prepared. She said she wanted to see if anyone had any ideas they wanted to try to increase revenue. John said he included some research on local option tax in the packet. Peter said a lot of communities are talking about local option tax. He would like to hear from businesses in town that depend on tourism how they would feel about it. The last thing we want to do is reduce economic activity.

Mike said we could save a lot of money if we didn't have to plow and maintain town roads that are essentially driveways to a single family home. There are a lot of old farms that had roads to them maintained because they had milk. But they are not farms anymore; they are single family homes. We have discussed that some of the residents don't give us room to turn around. The bridge off 100C that goes to two houses (only one of which is occupied) will need to be replaced someday. We are spending money on plowing, maintaining and grading these roads. He thinks Morrisville is getting rid of a lot of similar roads. We need to look at the process they went through. Eben said this conversation is about bringing money in, not saving money. Mike said if we don't spend as much we don't have to bring as much in.

Peter asked about the statement that reappraisals don't create new money. If someone made improvements to their property, wouldn't their assessment go up? Eben said a reappraisal would redistribute the tax burden. We have an approved budget and we use the grand list to determine the tax rate. If your property depreciates, you pay less in taxes. If it appreciates, you pay more. Rosemary said typically when everyone is reappraised the tax rate goes down.

Mike said the abatements for people who were flooded out were an eye-opener for him. He learned that there are a lot of apartment houses whose taxes are not based on income, but on the appraised value of the house. They are not paying their fair share. He thinks we need to revamp how we appraise. Eben said a majority of businesses in town are not assessed on a business model but on a property model.

Adrienne said she would be interested to see if we had any town land or buildings we could lease, for instance for cell phone towers or solar arrays.

Eben said he does not personally want to think about a local option tax. He doesn't think it fits our town. For the most part it would just be a tax on local residents. And we only get to keep about 75% of the revenue.

Mike said at one time we had a piece of property someone was thinking of putting a cell tower on. They were going to pay \$25,000 a year for a 30-year contract.

Adrienne asked if parking tickets are an option. Eben said the sheriff's department would have to enforce it.

Eben said he thinks local fees should go up, for instance for recreation. And he would like to try to increase donations to committees.

Adrienne asked if we could charge for violations to form-based code. Eben said we could.

Eben said one thing that would have a tremendous effect would be getting the state to recognize and correct the calculation error in their PILOT payment. That would change our tax rate by 4%. Though we probably still would not get the full payment because they are short-changing every town but Chester. We pushed last year to try to get that corrected.

Lois talked about how helpful it was when Lea Kilvadyova was here and was part of many committees. She would come with grant ideas, the committee would do the legwork and then she would write the grant application and get it sent in the way it needed to be.

Adrienne suggested this could be an ongoing topic. Eben suggested adding it to old business.

15. Town Highway Grant Program

John said Jason applied for a town highway grant last year and was not successful. He is hoping to get a grant to pave Wilson Road. The grants are \$200,000. He can use town equipment and labor for the town match. He would like us to apply for \$200,000 this year for Wilson Road. The board agreed to that. *(Mike left at 8:57.)*

16. Review and Consider a Job Description for the Community and Economic Development Specialist

John said he got feedback from Adrienne on the CEDS job description. She asked about having the person work with individual committees. Does the board want to identify specific committees the CEDS should work with? Adrienne said she was thinking of all of them. We could set a certain number of meetings the person should go to per month, maybe two, and they could rotate among committees. She thinks they could come up with ideas and insights for committees but mainly would provide support for writing grants.

We budgeted for 24 hours for the CEDS. Adrienne said she would like that to increase to as close as 40 hours as possible.

Eben said he agrees on providing committee support but there are two ways to tackle projects and grants. One is to find a grant and design a project around it. The other is to develop a project and find grants for it. It feels like Johnson has been more reactive than proactive. He would like the CEDS to plan long-term projects and then find the money.

Eben said pretty much all we talk about the CEDS doing is grants. If we just want a grant writer, why not put out a job description for a grant writer?

Peter said he thinks it is great for committees to have support around pursuing grants, but how much of the CEDS's time do we want directed toward relatively small grants vs. things that make a bigger impact?

There was discussion about planning work the CEDS could potentially do. Paul said when he was on the planning commission he often heard Adrienne saying we need a planner. It seems to him that we need both a planner and someone to support committees with applying for minor grants in the meantime. Adrienne asked, what if we hire a grant writer and the first grant they look for is for hiring a town planner? Eben said that would work great for the first year but we couldn't fund the position in perpetuity with grant funds. He said he could get behind the idea of a 40-hour per week interlocal CEDS. Adrienne said she would prefer to have someone just focused on us. Eben said if they are part-time it is likely that they will have another job. Adrienne said she wants them to be full-time. Eben said then we need to pay for benefits.

There was discussion about possible locations in town for building new housing.

Peter said he is still bothered that the CEDS is not working under the direction of the town administrator. He would like to see the job description include the town administrator in the lists of those the CEDS will work with and collaborate with. Paul said it seems like we really need to focus on a 5-year plan, but maybe that is more the selectboard's job. It requires a townwide effort. Eben said our priority list included items for the CEDS. He suggested reviewing those priorities.

Eben said he wonders if we should rethink the whole thing and maybe hire an assistant to the town administrator and have CEDS duties done by the town administrator and hire LCPC for grant writing on an as-needed basis. John said Carl said his weeks have been averaging 8 to 15 hours. If John was able to take on some of the work so Carl didn't have to come to Johnson as much, Carl might be willing to stay on longer. Eben said in her report Carrie Johnson said this is too small a community to need an employee for community and economic development. She suggested we have existing employees do some of that work and hire grant writers on an as-needed basis. Adrienne asked, didn't the voters at town meeting vote to hire a CEDS? Aren't we bound to have this position? Eben said no, the vote bound us to a dollar amount. Adrienne said the hiring process for town administrator would have gone differently for her if she had known grant writing would be part of it.

It was agreed to discuss the CEDS position more at the next meeting.

17. Adjourn

The meeting was adjourned at 9:30.

Minutes submitted by Donna Griffiths

Could you add Jo's resignation from Beautification Committee on the next Consent Agenda?

Thanks,



Adrienne Parker (she/her)

Vice Chair – Johnson Selectboard

314.598.7226

TownofJohnson.com

Facebook.com/JohnsonVermont

From: Adrienne Parker <adrienne.parker.vt@gmail.com>

Date: Friday, February 20, 2026 at 3:24 PM

To: Adrienne Parker <aparker@townofjohnson.com>

Subject: Fwd: February Beautification Committee Agenda

----- Forwarded message -----

From: **Jo Marsan** <thecampybird@gmail.com>

Date: Sun, Feb 15, 2026 at 9:24 AM

Subject: Re: February Beautification Committee Agenda

To: Kyle Nuse <kyle.yoga@gmail.com>

Cc: Adrienne Stevson <adiestevson@gmail.com>, Blake Parker <ahaakes@gmail.com>, Lauren Philie <laurenphilie@gmail.com>

Hi all,

I haven't had time for anything for this committee this last month, and I'd like to step down. I'm moving from Johnson sometime in the next several months anyway, and definitely bit off more than I can chew. I can probably still attend this Tuesday but I'm pretty overwhelmed with work stuff, and need to step down and not commit to anything else.

Sorry,

Jo

They/them

The Campy Bird Print Studio

MEMO

TO: Selectboard
FROM: Carl Rogers, Interim CEDS
DATE: February 26, 2026
RE: Holmes Meadow: LCPC/Town Agreement, and Site Access License

The Holmes Meadow Floodplain Restoration Project is funded by a VEM grant and a Clean Water Service Provider (CWSP) grant. LCPC secured the state Agency of Natural Resources CWSP grant. The erosion control and landscape restoration phase of Boulder Excavation's contract will be funded by the CWSP. The CWSP allows \$3,500 for LCPC admin services. Monday night the Selectboard will be asked to approve two documents resulting from the CWSP grant.

The first document is the Agreement for Administrative Services between the Town and LCPC. The agreement states the CWSP grant is \$113,856.31. Except the \$3,500 for LCPC's services, the CWSP award will be paid to Boulder. Victoria Hellwig told me the primary purpose of the agreement is to establish the procedure for handling invoices for CWSP's portion of Boulder's contract. In that process, SLR will submit Boulder's invoices and SLR's payment recommendation to the Town. The Town will pay Boulder and submit a reimbursement request with the invoice to LCPC. LCPC will reimburse the Town from the \$113,856.

The second document is the Site Access License with Operations and Maintenance Plan. The site access license states the Town, as the landowner, permits LCPC, state (DEC) and Northwestern Regional Planning Commission staff to go on the Holmes Meadow property. The Site Access License has an initial 10-year term, which will renew for another 10 years, unless one of the parties advises the other of intent not to renew.

The Operations and Maintenance Plan states the Town will:

- Annually, visit (inspect) the property to review condition of the natural landscaping installed by Boulder and maintained by the state during the first 3 years.
- As needed, (Town's discretion) perform vegetation maintenance including re-seeding, re-planting trees or shrubs, pruning, watering, mowing designated footpath.
- Following large floods, visit the site to review conditions and evaluate the need to stabilize erosion, re-seed, or re-plant and/or remove debris.

Please vote to approve two motions:

1. To approve the Agreement for Administrative Services with LCPC in regards to the Holmes Meadow Clean Water Service Provider grant, and to authorize the Town Administrator to sign the Agreement.
2. To approve the Site Access License with Operations and Maintenance Plan for the Holmes Meadow project and property and to authorize the Town Administrator to sign the License.

Feel free to contact me with any questions.

Installing and Maintaining your Clean Water Project

Dear Town of Johnson *[landowner's name]*,

Thank you for partnering with us to host a voluntary clean water project on your property. This project is intended to protect the quality of Vermont's rivers, lakes, streams, and wetlands. Your participation is a valuable contribution to Vermont's water quality goals. This cover letter provides an overview of the attached Site Access License and Operation and Maintenance Plan and highlights some key aspects of how we will work together to help the project succeed. **Please read the attached Agreement carefully for the complete agreement terms.**

What is this agreement saying?

Introduction and Project Description

Page one into page two describes the agreement start date, the parties to the agreement and their contact information as well as project details including location and expected "design life" (the number of years we expect that the project will protect water quality).

The Project Description provides the type of project and the expected maintenance activities, and frequency of those activities needed in order to keep the project in good condition.

Terms of Agreement

After the project description topics, the document lists the terms of the Agreement—what the parties agree to, how long you're agreeing to it, and other expectations for both parties.

The Agreement allows Lamoille Clean Water Service Provider (NRPC staff), Lamoille County Planning Commission (LCPC staff), hired consultants and contractors, and staff from the Vermont Department of Environmental Conservation to access the project on your property for planned visits with necessary equipment for the following purposes: 1) to install the project, 2) to regularly inspect the project to ensure proper function, and 3) to conduct routine maintenance activities that include mulching, watering, pruning, as-needed re-seeding or re-planting trees and shrubs, mowing designated footpath, knotweed control, monitoring the restored area, erosion stabilization, sediment and/or debris removal, and other maintenance activities to keep the project working properly. We may also request to visit your property if damage is suspected (such as after a large storm) to inspect and possibly perform repairs. If you have concerns about damage to a project or if there is something you feel is not working properly, please contact us to request a site visit. All visits will be scheduled by Lamoille County Planning Commission staff via phone and/or email with at least 48 hours' notice. Refer to the Operation and Maintenance Plan in the Agreement for more details.

Agreement Duration

The Site Access **License** Agreement will initially last for 10 years *[fill in design life term]*. This is the “design life” of the project, or the number of years we expect that the project will protect water quality, if properly maintained. At the end of the initial term, the license will automatically renew for consecutive 10 -year terms *[fill in the mutually agreed upon renewal term]*. You or the Clean Water Service Provider (CWSP) can choose to cancel this agreement at any time following certain notice requirements. If you have concerns, the agreement requires you to inform the CWSP of these concerns at least 60 days before sending a termination notice. You can send the notice of concerns through your landowner liaison if preferred. The CWSP will work to address concerns where feasible. If you still wish to cancel, you can do so by sending written notice by Certified or Registered US Mail. This Site Access License Agreement will end within 180 days after the termination notice is sent.

If you decide to transfer the property, please communicate this landowner change to the Lamoille Basin 7 at least 30 days before the transfer and inform the new landowner about the clean water project and the terms of this site access agreement. In the event that the Department of Environmental Conservation re-assigns the CWSP role to a different entity, you will be notified.

A note about maintenance activities

We share a common goal of taking care of the land to ensure the project’s success. As part of this agreement, the Town of Johnson will perform the applicable routine maintenance activities referenced in the O and M Plan listed below. *[upon communication with landowner, and at the liaison or CWSP’s discretion, list instructions or maintenance tasks that the landowner can do themselves and any activities they should refrain from doing to not cause harm to the project]*. We will implement the maintenance activities outlined in the Operation and Maintenance Plan and will minimize or restore (as reasonably practicable) any impacts that accessing the project site has on the rest of your property.

If you have any questions or concerns about site visits, maintenance activities, or the project itself, please contact Lamoille County Planning Commission and we will work with you. We appreciate your willingness to be a good steward of your property and working with us to carry out this project. This voluntary project on your land will help us all work towards clean water and healthy watersheds in Vermont. Thank you!

Please indicate a single entity who will serve as the landowner liaison. This organization will communicate with the landowner to schedule verification and maintenance site visits, and address landowner’s concerns and questions.

Landowner Liaison Organization: Lamoille County Planning Commission
Contact Person: R. Tasha Wallis, LCPC Executive Director
Phone: 802-888-4548 Email: tasha@lcpv.org

Vermont Department of Environmental Conservation Clean Water Initiative Program
Form Version 2 Updated: 2/25/2026 4:24:00 PM
Project WPD ID: 14428

Clean Water Project Location: Holmes Meadow, Johnson – 0 River Road Johnson VT
Landowner Name: Town of Johnson

Indicate preferred contact method: Phone (preferred): _____

Email: tojadministrator@townofjohnson.com

Clean Water Service Provider: Lamoille Clean Water Service Provider, Basin 7

Contact Person for Clean Water Service Provider: Dean Pierce

Phone: 802-582-3087 Email: dpierce@nrpcvt.com

SITE ACCESS LICENSE AGREEMENT
FOR A CLEAN WATER PROJECT

1. **Site Access License Start Date:** July 1, 2026
2. **Parties and Contact Information.** The Landowner and Clean Water Service Provider (the Parties) and their contact information are:

Landowner:

Landowner Name	Town of Johnson
Landowner Phone:	(802) 635-2611
Landowner Email:	tojadministrator@townofjohnson.com
Landowner Mailing Address	P.O. Box 383, Johnson VT 05656

[Add Additional Landowner tables if needed]

Clean Water Service Provider (CWSP):

CWSP	Lamoille Clean Water Service Provider Basin 7 (Northwest Regional Planning Commission)
CWSP Phone:	(802) 582 - 3087
CWSP Email:	dpierce@nrpcvt.com
CWSP Mailing Address	75 Fairfield Street, St. Albans VT 05478

Parties shall provide updated contact information in writing, communicated to all other parties, for communication regarding this Agreement.

3. **Project Location.** The Project is located at: 0 River Road West, Johnson VT 05656 (the Property).
Refer to Exhibit B: As-built plan or final site plan with details of what was installed/constructed.

Project Latitude Longitude (center point in Decimal Degrees):	44.63506 °N , 72.68895°W
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4. **Project Description.** The Project and operation and maintenance will consist of the following:

Project Type:	Floodplain/Stream Restoration
Practice Type:	River or Floodplain Restoration
Watershed Projects Database ID:	14428
Project Title:	Holmes Meadow Floodplain Restoration
Project Implementation Completion Date:	July 1, 2026
Project Design Life *:	N/A

Special Equipment Required, if any*: (e.g., Vactor truck, anything other than hand tools)	Excavator, mower, grader
--	--------------------------

[Add additional project description table if multiple practices]

Operation and Maintenance (O&M) Plan	
Operation and maintenance will include the following activities (such as weeding, mowing, sediment and debris removal, inlet and/or outlet cleaning, and equipment maintenance) and project repairs on an as-needed basis within the reasonable discretion of the CWSP*.	Frequency (e.g., quarterly, annually, or as needed)
O&M for this town-owned site will include as-needed vegetative maintenance including re-seeding, re-planting trees or shrubs, pruning, watering, mowing designated footpath, and monitoring the site.	Visit annually to review conditions. Vegetative maintenance and mowing as needed.
Chemical knotweed control	1-2 times per year during the first 3 years during establishment of native vegetation.
Visit site to review post-flood conditions. Evaluate the need to stabilize erosion, re-seed or re-plant vegetation, and/or remove debris.	Following large floods

*The DEC O&M manual contains guidance on equipment required, frequency of inspections, and O&M activities.

- Grant of Site Access License.** Landowner grants the CWSP and its agents, contractors, successors, and assigns, a license and the right to access the Property, with workers and equipment, for undertaking the Project and all reasonably related activities, including operation, maintenance, repair, and replacement. This grant also allows Property access by a duly authorized representative of the Vermont Department of Environmental Conservation (DEC) following 48 hours' notice to Landowner at the last phone number and email provided to the CWSP.

6. **License Period:** 07/01/2026 to 07/01/2036 (10 years, consistent with the Project Design Life (Initial Term), unless terminated earlier by either party). This license will terminate within 180 days after either party sends written notice by Certified or Registered US Mail, with or without cause.

At least 60 days prior to any written notice of termination by the Landowner, the Landowner will inform the CWSP in writing of any reasonable concerns regarding the site access and the CWSP will attempt to reconcile or reasonably respond to landowner's concerns within 60 days.

After the Initial Term, the license will automatically renew for successive 10 - year terms, until terminated within 180 days after either party sends written notice by Certified or Registered US Mail, with or without cause.

7. **Notice of Property Conveyance or CWSP Role.** Landowner will inform the CWSP in writing 30 days prior to conveying the Property to a subsequent owner. Landowner will be notified if a different entity is assigned to the CWSP role.
8. **Landowner Use Limitation in Project Area.** This license is not exclusive. The Landowner shall have the right to use, or allow others to use, any part of the licensed Property provided that such use does not interfere with the installation and maintenance of the Project. Landowner will not undertake any activity or make any modifications that materially change the final Project design or intended usefulness without obtaining prior written CWSP approval.
9. **CWSP Restoration of Property Disturbance Outside Project Area; Project Area Release.** The CWSP or its agents, contractors, successors, or assigns, will restore any portion of the Property outside the Project Area disturbed or affected by the exercise of their access rights as near as reasonably practicable to the condition prior to such exercise at the sole cost of the CWSP or its agents, contractors, successors, or assigns and within a reasonable time. Landowner releases CWSP from any obligation to restore the Project Area or reclaim any changes to the Property contemplated within the Project Description.

The Parties have caused this Agreement to be executed as of the date of final signature below.

Party Name: _____ Date _____

Party Name: _____ Date _____

Party Name:	Date
-------------	------

Party Name:	Date
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[Exhibit A – Access description]

[Exhibit B – Site plan with details of Project Area]

[Exhibit C – Supplemental provisions following [Guidance Chapter 7](#), if applicable]

HOLMES MEADOW BUYOUT AND FLOODPLAIN RESTORATION AGREEMENT FOR ADMINISTRATIVE SERVICES

By and Between
Lamoille County Planning Commission
And
Town of Johnson

I. AGREEMENT FOR SERVICES

- A. It is agreed by and between the Lamoille County Planning Commission (hereafter referred to as LCPC) and the Town of Johnson (hereafter referred to as the Town) that the LCPC shall assist the Town in administrative services for the Town in accordance with the Subgrant Award from the Clean Water Services Program (CWSP) in Attachment A, to cover eligible project costs incurred under the Town's contract with Boulder Excavation for bid items included in Attachment B.
- B. This Agreement consists of the body and Attachment A and Attachment B, which is incorporated herein.

II. GENERAL TERMS AND CONDITIONS

- A. The maximum dollar amount for all services under this Agreement shall not exceed **\$113,856.31** unless amended.
- B. The period of performance under this Agreement shall commence on March 1, 2026, and run through December 31, 2027, unless amended.
- C. Ownership of all data and materials collected under this Agreement shall remain with the LCPC.
- D. Changes, modifications, or amendments in the schedule, terms, conditions, and fees of this Agreement shall be written and signed by the duly authorized representatives of the LCPC and the Town.
- E. The parties agree that the Town, and any agents and employees of the Commission, shall act in an independent capacity and not as officers or employees of the LCPC.
- F. The LCPC shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

- G. The Town's principal contact for the project is John Sutherland, Town Administrator. LCPC's principal contact for the project is Seth Jensen, Deputy Director.
- H. If the Town shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the LCPC shall have the right to terminate this Agreement by giving written notice to the Town at least thirty days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the LCPC by the Town.
- I. The reimbursements requested for project costs for the duration of this agreement will be actual costs up to the maximum limit as described in Section II.B. of this agreement.

III. OBLIGATIONS OF THE LCPC

- A. LCPC staff will work with the Town of Johnson in administering grant funding for eligible costs of the "Holmes Meadow" project through the CWSP Program and subgrant award listed in Attachment A.
- B. The LCPC shall retain the services of the contractor Boulder Excavation for implementation of the Holmes Meadow Floodplain Restoration project, as outlined in Attachment B, as cost not to exceed \$113,856.31. The Town shall provide invoices to the LCPC for any eligible costs incurred under the contract in Attachment B. The LCPC attests that the selection process for procuring Boulder Excavation was conducted in accordance with a competitive bidding process.
- C. The LCPC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available upon request. LCPC will track and invoice costs for the "Holmes Meadow" project separately.
- D. The LCPC shall process invoices from the Town on a monthly basis for eligible costs incurred on the Holmes Meadow project. Eligible costs include expenses for Bid Items J and L included in the existing contract between the Town and Boulder Excavation, in the bid sheet dated November 19, 2025, included in Attachment B.
- E. The LCPC shall provide to the Town copies of all final invoices generated under this project, and draft documents upon request.
- F. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy, as LCPC deems appropriate.

IV. OBLIGATIONS OF THE TOWN

- A. The Town shall invoice the LCPC in an amount not to exceed \$113,856.31 for costs incurred on the “Holmes Meadow” project and Scope of Work outlined in the contract and Bid Items J and L in Attachment B.
- B. The Town agrees to participate in meetings with LCPC staff and project partners, as necessary.
- C. The Town will make available any requirements (including insurance coverage minimums), information, data, reports, plans, maps, or drawings to the LCPC to carry out the tasks in this project. All materials belonging to the Town will be returned.
- D. The Town agrees to cooperate with and administratively assist the LCPC in carrying out its tasks.
- E. The Town shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available upon request. The Town will track and invoice costs for the “Holmes Meadow” project separately.

V. GENERAL TERMS AND CONDITIONS

- A. Changes, modifications and amendments in the terms, conditions, and fees of this Agreement shall be in writing and be signed by the duly authorized representatives of LCPC and the Town.
- B. Before commencing work on this Agreement, the Town must provide certificates of insurance to show minimum town required coverages are in effect. It is the responsibility of the Town to maintain current certificates of insurance on file with the LCPC through the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

For Town of Johnson

For Lamoille County Planning Commission

R. Tasha Wallis, Executive Director

ATTACHMENT A
LCPC SUBGRANT AGREEMENT WITH THE CWSP



Subgrant Task Award 7

To the Master Service Agreement Services between the Northwest Regional Planning Commission and **Lamoille County Planning Commission (LCPC)** dated 7/1/2025

Partner: LCPC

Effective Date: Upon signing

Title: Holmes Meadow Floodplain Restoration – Implementation

Watershed Project Database PROJECT ID: 14428

Phase: Implementation

Task Summary: Refer to Table of Mandatory Performance Measures/Milestones/Deliverables below. Also refer to attached copy of: Application for funding including project description, Scope of Work/Workplan, Project Budget, Project Schedule, and Maps/Plans.

Special Items, if any: Special Requirements identified below.

Approved Maximum Limiting Amount: \$113,856.31 **Formula Fund Year:** FY22-23

By accepting this subgrant task award, Partner agrees to work with CWSP to identify the most appropriate source of funds for project implementation and/or operations and maintenance.

Eligibility of CWSP funds as Match/Percentage of CWSP funds Eligible: 0%

Completion Date: 12/31/2027

Attachments: Special Requirements; Table of Mandatory Performance Measures/Milestones/Deliverables; Application for funding, Scope of Work/Workplan, Project Budget, Project Schedule, and Maps/Plans.

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

NRPC:

LCPC :

BY:

BY:

Name: Catherine Dimitruk

Name:

Title: Executive Director

Title: _____

Date:

Date:

Special Requirements (Resulting from Application) and Notices

- Fully executed Subgrant Award shall constitute Notice to Proceed.
- Invoices and reports shall be submitted using a form furnished by NRPC.
- Subgrantee shall provide reports at least quarterly regardless of invoicing.
- All professional services and construction procurements undertaken by the Subgrantee with an estimated value exceeding \$10,000 shall be conducted through a competitive process.
- Subgrantee is encouraged but not required to procure consultants and/or contractors who have been prequalified by and hold Master Agreements with NRPC.
- When consultants and/or contractors not holding Master Agreements with NRPC are engaged for work by Subgrantee as part of this Task Award, NRPC may request documentation relating to that procurement.

Table of Mandatory Performance Measures/Milestones/Deliverables
(for project type)

Table below illustrative; most recent DEC requirements control.

Project Type	Performance Measures	Milestones	Deliverables
Floodplain/Stream Restoration – Implementation	For floodplain restoration: Acres of floodplain reconnected/restored	Project initiated	Photo(s) of site(s) pre-implementation
		10-year (minimum) DEC Operation and Maintenance (O&M) Plan signed by O&M responsible party	Permit documentation (if applicable)
	For stream restoration: Linear feet of stream restored	10-year (minimum) access license or easement (if applicable) signed by landowner	Signed 10-year (minimum) DEC Operation and Maintenance Plan
			Signed 10-year (minimum) access license or easement
	For in-stream culvert work: Stream miles reconnected for stream equilibrium/aquatic organism passage	Proposal/bid solicitations issued, pre-bid site visits, and contractors selected/contracted (if applicable)	As-built drawings or red-lined 100% designs with a list of change orders describing adjustments made during construction.
		Required permits secured	Photo(s) of site(s) post-implementation, including photo of Clean Water Project Sign (if applicable)
	For encroachment: Number of river corridor/ floodplain encroachments removed or retrofitted	Pre-construction kick-off meeting, walk through of the site with plans, evaluate any needs/issues/considerations for plan adjustments	Media announcement
		Clean Water Project Sign installed during construction if the project is considered publicly visible.	Final Performance Report or ANR Online Clean Water Project - Project Closeout Form (once available)
		Floodplain/stream restoration project(s) implemented, final construction walkthrough	
		Other permit-required activities completed or elements installed (if applicable), VDHP Treatment Plan implementation (if applicable)	
		Return of Clean Water Project sign to host site (if applicable)	
		Project complete	

ATTACHMENT B

TOWN OF JOHNSON

EXECUTED CONTRACT WITH BOULDER EXCAVATION

TOWN OF JOHNSON, VT
HOLMES MEADOW FLOODPLAIN RESTORATION
CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made this day of November 25, 2025 ("Effective Date") by and between the **Town of Johnson**, a Vermont municipality located in Lamoille County, Vermont ("Town"), and Boulder Excavation, a Vermont corporation with its principal place of business at 161 Cadys Falls Road, Morrisville, Vermont ("Contractor"), hereinafter collectively referred to as the "Parties".

1. Project Description. Contractor shall furnish and deliver all materials, equipment, and labor necessary for Contractor to perform the work required by this Agreement at the Holmes Meadow, which is located at approximately lat: 44.6353, long: -72.6888, along with all appurtenances thereto (the "Project"). Contractor shall furnish and deliver all materials, equipment, and labor as specified above, in every respect and to the satisfaction and written approval of the Town, for the work to be completed on or before June 30, 2026.

The Contract Documents shall include each and every one of the following, in their individual entireties:

Included as Attachments:

- Bid Sheet, Submitted by Boulder Excavation, dated November 19, 2025
- Contractor Bonds, consistent with section 12 of the request for bids
- Standard State Provisions for Contracts and Grants, dated December 15, 2017
- Other Grant Agreement Provisions, dated January 2021
- Contractor Certificate of Non-Collusion and Debarment
- Contractor Certificate of Tax Compliance
- Contractor MBE/WBE Participation

Included by Reference:

- Request For Construction Bids, dated October 27, 2025
- Bid Addendum #1, dated November 14, 2025
- Construction Plans, dated November 4, 2025
- Received Permits (attachment D of Request for Bids and Addendum 1)

2. Authority of Conflicts. If there is a conflict or inconsistency between the requirements of the Contract Documents and this Agreement, the provisions of this Agreement shall govern.

3. Standard of Performance and Guarantee. Contractor shall perform all services required under this Agreement according to the standards currently observed by a competent practitioner of Contractor's profession in the State of Vermont ("Standard of Performance"). In case any of the Contractor's services, work, labor or materials shall be rejected by the Town as defective or unsuitable, for failing to comply with this Agreement, then such materials shall be replaced with materials satisfactory to the Town and the services, work and/or labor shall be done anew, to the satisfaction and approval of the Town, at the sole cost and expense of the Contractor.

4. Project Changes & Adjustments. It is expressly agreed and understood that no unit price changes or claims for extra work or materials done or furnished by the Contractor, shall be allowed, unless ordered in writing by the Town or its duly authorized representative. Any work or material which may be done or furnished by the Contractor without a written order shall be at the Contractor's own risk, cost and expense, and the Contractor hereby covenants, and agrees that without such written order it shall make no claim for compensation for work or materials so done or furnished.

No charges or claims for damages shall be made by Contractor for delays or hindrances, regardless of the cause, during the provision of any services pursuant to this Agreement. Time extensions by the Town must be in writing and will only be granted for reasonably excusable delays beyond the control of the Contractor and without any fault or negligence on the part of the Contractor.

5. Amendments & Modifications. Any changes, modifications, or amendments in the terms and conditions of this Agreement or the Contract Documents shall be written and signed by the duly authorized representatives of the Town and Contractor.

6. Payment to Contractor. The Contractor shall be paid the sum of \$453,509 per the Contractor's bid dated November 19, 2025, subject to change through the Change Order process.

7. The Project is funded by a grant from Vermont Emergency Management ("VEM") Flood Resilient Communities Fund (FRCF) Program. Subject to the terms and conditions

of this Agreement, Town shall pay the Contractor for its accepted and approved work based on the Total Price in the Contract Documents. As set forth in the Contract Documents, the Contractor shall submit invoices to the Town for accepted and approved work on no less than a monthly basis, which then shall be paid by the Town within thirty (30) days of approval of the invoice. At the time of payment, the Town shall retain ten percent (10%) of the amount of each invoice to ensure final completion of each of the two portions the Project. By way of clarification of the foregoing, at the time of substantial completion and upon acceptance and approval of the substantially complete work, the Contractor shall be entitled to invoice the Town for up to ninety percent (90%) of the Total Price. Following final completion and the Town's acceptance and approval of the work, the Contractor shall be entitled to invoice the Town for the remaining ten percent (10%) of the Total Price.

8. Relationship to Town. Contractor is and shall act as an independent contractor and not as an employee of the Town and shall have NO AUTHORITY to act as an agent of the Town in any capacity whatsoever. Contractor shall have responsibility for general supervision of Contractor's employees and any sub- contractors, who shall also be bound by the terms and conditions of this Agreement, and shall be solely responsible for all costs incurred by Contractor relative to this Agreement including, without limitation, payment of salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expenses, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses. Nothing in this Agreement or in its Exhibits shall be construed as creating any contractual relationship between the Town and any sub-contractor or any supplier of Contractor.

9. Term & Termination. The term of this Agreement shall commence as of the Effective Date and shall terminate upon the Town's determination that the work required by this Agreement is complete, unless sooner terminated by the Town in accordance with this Agreement and the Contract Documents.

10. Dispute Resolution. Any and all questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement or the Contract Documents or any part thereof, any breach of this Agreement, and any claim for additional time or compensation not covered by this Agreement shall be referred to the Engineer. Should a claim be ruled in favor of the Contractor, it will be allowed, in whole or in part, and paid as provided in this Agreement and the Contract Documents. Should the Engineer deny a claim, in whole or in part, the Contractor may appeal to the Town's Selectboard, whose decision and award shall be final, binding and conclusive upon the Parties.

Contractor must notify the Town of any dispute in writing. Contractor waives any dispute or claim not made in writing and received by the Town within ten (10) calendar days of the event giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information.

11. Indemnification & Insurance. Contractor shall indemnify and hold harmless the Town, its officers, board members, employees, and agents, from any liability for personal injury, property damage, or death arising in any manner whatsoever in connection with the work to be performed under this Agreement. During the term of this Agreement, Contractor shall also procure and maintain policies of insurance required by, and in the minimum coverage amounts specified in, this Agreement and the Contract Documents. Contractor shall add the Town as an additional insured under all policies of insurance required to be procured and maintained, except for the Worker's Compensation Policy. Additionally, Contractor shall defend, indemnify and hold harmless the Town, its officers, board members, employees, and agents, from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the work under this Agreement, upon proper notice by the Town of any such claims, demands, liens or suits to Contractor and its surety. The Contractor shall, at the Town's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

12. Compliance with Laws. Contractor shall comply with all applicable Federal, State and local laws and regulations.

13. No Discrimination. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, color, gender, sexual orientation, religion, creed, national origin, ancestry, age, marital status, or disability. During the performance of this contract, the contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or

transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. Required Provisions in Subcontracts. Contractor shall include in all contracts under this federal award, and require all subcontractors to include in their contracts under this award contain the applicable provisions stated in 2 CFR 200, Appendix II, which are incorporated by reference as if fully set forth herein. Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and submitted with documented evidence of follow-up actions taken to correct areas of noncompliance.

15. Written Standards of Conduct. Contractor shall be required to have and maintain written standards of conduct covering conflicts of interest and governing the performance of employees who engage in the selection, award, and administration of contracts in compliance with 2 C.F.R. § 200.318(c).

16. Compliance with the Contract Work Hours and Safety Standards Act.

(a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) *Withholding for unpaid wages and liquidated damages.* The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this sections.

(d) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses

set forth in paragraphs (a) through (d) of this section.

17. Clean Air Act.

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

18. Federal Water Pollution Control Act.

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(b) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

19. Procurements. The Contractor certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy which, if required by law, must comply with all Procurement Standards as described in 2 CFR Part 200, Subpart **D**, including but not limited to:

(a) General Procurement Procedures (2 CFR 200.318)

Written Procurement Procedures: The Contractor must have and use its own documented procurement procedures consistent with applicable State and local laws and regulations, provided that the procurements conform to applicable federal laws, regulations and standards. These procedures must ensure that all solicitations:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features which unduly restrict competition.
- Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Contractor Oversight: Contractor must maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

Conflicts of Interest: Contractor must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

If the Contractor has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Contractor must also maintain written standards of conduct covering organizational conflicts of interest meaning that because of relationships with a parent company, affiliate or subsidiary organization, the Contractor is unable or appears to

be unable to be impartial in conducting a procurement action involving a related organization.

Unnecessary or Duplicative Items: The Contractor's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

Fostering Economy: Contractor is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and service; use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

Documentation: Contractor must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Time and Materials: The Contractor may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

Contractor Responsibility: The Contractor alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements including source evaluation, protests, disputes, and claims.

(b) Competition (2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;

- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

(c) Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms (2 CFR 200.321)

Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring prime contractor, if subcontracts are to be let, to take the affirmative actions listed.

(d) Domestic Preferences for Procurements (2 CFR 200.322)

- i As appropriate and to the extent consistent with law, Contractor, its Contractors and contractors should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- ii For purposes of this subsection:
 - A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - B. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(e) Contract Cost and Price (2 CFR 200.324)

The regulations contained in 2 CFR 200.324 apply when procurement actions are taken in excess of the Simplified Acquisition Threshold (\$250,000) including contract modifications.

(f) U.S. Treasury or Grantee Review (2 CFR 200.325)

The Contractor must make available, upon request, technical

specifications on proposed procurements where the U.S. Treasury or the Grantee believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the Contractor desires to have the review accomplished after a solicitation has been developed, the U.S. Treasury or the Grantee may still review the specifications.

(g) Bonding

The Contractor shall comply with the bonding requirements of 2 CFR 200.326 for construction or facility improvement contracts or subcontracts. The Contractor shall follow its own requirements relating to construction or facility improvements bid guarantees, performance bonds, and payment bonds *unless* the construction contract or subcontract exceeds the Simplified Acquisition Threshold of \$250,000. For those contracts or subcontracts exceeding \$250,000, U.S. Treasury may accept the bonding policy and requirements of the Contractor, provided the Grantee has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required with the time specified.

A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Where bonds are required in the situations described herein, the bonds shall

be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223.

- (h) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - i Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii Meeting contract performance requirements; or
 - iii At a reasonable price.
- (i) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (j) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

20. Debarment Certification.

- (a) Contractor certifies under the penalty of perjury as directed by Federal laws (48 C.F.R. § 52.209-5) that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by the State of Vermont and any Federal agency, has not been suspended, debarred, voluntarily excluded or determined ineligible by the State of Vermont and any Federal agency within the past three (3) years, and does not have a proposed debarment pending, and has not been indicted, convicted, or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud, deception, untruthfulness, tax evasion, bribery, falsification or destruction of records, Federal criminal tax laws, receiving stolen property or official misconduct within the past three (3) years.
- (b) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §

180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (c) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (d) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (e) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. Prevailing Wage.

- (a) If applicable, all transactions regarding this contract the Contractor shall comply with the prevailing wage requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
- (b) If required by law contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (c) Additionally, if required by law, contractors are required to pay wages not less than once a week.

22. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier of contractors certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with

non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

23. Anti-Kickback. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be Prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

24. Access to Records.

- (a) Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

25. DHS Seal, Logo, and Flags. The Contractor shall not use **DHS** seals(s), logos, crests, or reproductions of flags or likenesses of **DHS** agency officials without specific FEMA pre-approval.

26. False Claims Act. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

27. Compliance with Laws. Contractor acknowledges and agrees that FEMA financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal, State and local laws, regulations, executive orders, FEMA policies procedures, and directives.

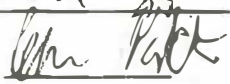
28. Successors and Assigns. This Agreement and all the covenants hereof shall inure to the benefit of and be binding on the Town and the Contractor respectively and their respective successors, permitted assigns and legal representatives.

29. Assignment. Contractor shall not assign this Agreement (in whole or in part) without the express written consent of the Town. **Entire Agreement.** The terms and conditions set forth herein constitute the final, complete and exclusive agreement of the Parties.

30. Governing Law; Severability. This Agreement shall be governed by the law of the State of Vermont, without regard to laws that might otherwise govern under applicable conflict of laws principles. The provisions of this Agreement are severable. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and the Parties shall use their best efforts to construe and implement the Agreement in accordance with the intent expressed here

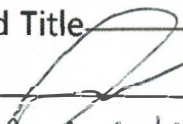
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Contract in duplicate, each of which shall be deemed an original on the date first above written.

TOWN:

Name Eben Patch
Signature 
Title Selectboard Chair

(SEAL)

CONTRACTOR:

Firm Boulder Excavation LLC
Name and Title Joshua Allaire | Owner
Signature 
Address PO Box 1044; Stowe VT 05672

(SEAL)

BID SHEET - Version 2
HOLMES MEADOW FLOODPLAIN RESTORATION
JOHNSON, VERMONT
BIDS DUE: November 19, 2025 at 10:00 AM

Company: Boulder Excavation Contact: Joel Bryan
 Address: 161 Cadys Falls Road Morrisville VT 05661
 Phone: 802 730 4649 Email: joel@boulderexcavation.com
 Reference 1: Town of Shore - Cnr. 301st - 802 696 8435
 Reference 2: Patterson & Smith Architects - Chipman - 802 279 3311
 Subcontractor Firm Names: _____
 Estimated Start Date: Dec 1 2025
 Estimated End Date: June 30 2026

Bid Item	Typical Tasks	Unit	Quantity	Item Cost (\$)
A. MOBILIZATION / SITE PREPARATION	Job site setup, temporary construction fencing, site access, erosion and sedimentation control measures and maintenance, construction signage, construction staking and survey, clearing, and water control. Includes bond costs.	Lump Sum	1	47,129
B. PAH SOIL EXCAVATION	Excavate PAH fill material (300 CY) and haul to Coventry Landfill. Includes all coordination, handling, temporary stockpile onsite, and disposal fees.	CY	300	38,510
C. GENERAL SOIL EXCAVATION - TO LIBRARY	Excavate non-PAH fill material (5,000 CY) and haul to library site.	CY	5000	46,600
D. LIBRARY FILL SITE MANAGEMENT	At library site, manage fill to provide compaction and rough grading for soils to be spread over fill site. Includes seed and mulch.	Lump Sum	1	4160
E. GRAVEL PIT- GRAVEL EXCAVATION	At Town pit, excavate and load out on Town trucks remaining (6,000 CY) gravel in the pit.	CY	6000	39,200
F. GRAVEL PIT FILL SITE PREPARATION	At Town pit, shape and grade existing soils from the gravel pit to prepare site for stockpiles, including ramping up to higher level.	Lump Sum	1	11,400
G. GENERAL SOIL EXCAVATION - TO GRAVEL PIT	Excavate undesignated fill material (15,200 CY) and haul to gravel pit. Includes separation of soil types, stockpiling for testing, and sheeting. Includes onsite management of invasive species.	CY	15200	138,175
H. GRAVEL PIT FILL SITE FINAL GRADING	Manage fill area to provide cover over invasive species. Final grading of fill area.	Lump Sum	1	4650
I. GRADING	Rough and final grading of site. Includes decomposition and stockpile, furnish or save, and install topsoil. Includes installation of large woody debris.	Lump Sum	1	14,600
J. LANDSCAPING	Seeding and mulching disturbed areas and floodplain restoration area. Pacing erosion matting where required. Furnish and plant trees, shrubs, and seed, and post-construction plant maintenance and guarantee.	Lump Sum	1	92,560
K. PARK AMENITIES	Furnish and install picnic tables, trash receptacle, landscape boulders, and gate.	Lump Sum	1	12,725
L. SITE RESTORATION / DEMOBILIZATION	Removal of construction debris and garbage, remove and restore access, restore disturbed areas to pre-construction condition, cleanup, and removal of all equipment and unused materials from the site.	Lump Sum	1	3,800
TOTAL BID (written and \$)				453,509

Four Hundred Fifty Three, Five Hundred, Nine

Add Alternate:	Unit	Cost / Unit	Item Cost (\$)
1. ADD ALTERNATIVE - GENERAL SOIL EXCAVATION - NO STOCKPILING	CY	15200	138,175
2. ADD ALTERNATIVE - GRAVEL PIT FILL SITE FINAL GRADING - NO STOCKPILING	Lump Sum	1	3,200

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Boulder Excavation LLC
591 Fitzgerald Road
Morrisville, VT 05661

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Town of Johnson
293 Lower Main Street W
Johnson, VT 05656

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT:

5% of bid

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Holmes Meadow Floodplain Restoration Johnson VT 05656

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18

day of November, 2025

Joel Bryan
(Witness)

Christal Royce
(Witness)

Boulder Excavation LLC

(Principal)

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Title)

Lorie Hopkins POA

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Daniel Lussier, Tammy Gagnon, Patrick Cahoon, Daniel Rodliff, Randy J Forant, Jennifer Crown, Ryan D Jacobs, Sandy Guertin, Ashley Greenwood, Lorie Hopkins, Jon Lussier, Liane Martinelli, Donna Santo, Sandy Monfette, Bryan Kissinger, Annette Dauscher

of ST JOHNSBURY, VT

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety any and all bonds, policies, undertakings or other like instruments, as follows:

Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



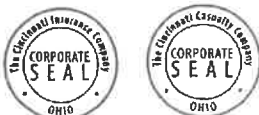
Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this

day of



Ed H

Boulder Excavation completed 2 stormwater projects (Peoples Academy and Stowe Highschool) over the summer of 2025 that are a good lead-in for Holmes Meadow project. Contact- Brian Rafferty, brian.rafferty@lamoillesouth.org

Projects included:

- Wetland plantings.
- Excavation and hauling offsite.
- Final grading
- Collaboration with engineers to facilitate a smooth project and functional outcome.

Boulder Excavation owns and manages a small gravel/sand pit which would give us some insight into how to collaborate with the Town of Johnson in the gravel extraction and regrading of their pit.

Thanks for the opportunity!

-Joel

Job Description

Organization: Town of Johnson, Vermont
Position: Community Economic Development Specialist:
Supervisor Selectboard
Effective: Upon Signed Date

Summary/Objective

The Community Economic Development Specialists is a professional position with a very high degree of independence and responsibility for initiating, researching, implementing and administrating a wide range of economic development activities. **The Community Economic Development Specialist is responsible for managing grants, including research, writing, and administering grants. The position will develop and oversee** projects and working with municipal committees and the **Town Administrator** to support business development, foster local economic growth and improve local economic conditions within the town of Johnson, Vermont.

The position involves collaborative community focused work, including public engagement, grant management, project management and working with diverse stakeholders in collaboration with the Town Administrator and Selectboard, non-profits, municipal committee members and community residents of the Town of Johnson.

This position is hired by the Town of Johnson.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Essential Functions

1. Economic Development and Planning: Assisting in identifying, implementing, developing, and monitoring projects and programs that will encourage and lead to increasing economic development and business opportunity and retention within the Town of Johnson.
2. Grant Management: With Selectboard approval; Identify, apply and administer federal, state and private grants to support economic

development and increase the grand list for the Town of Johnson. Coordinate all payment amounts with the town treasurer. **This will include a pipeline / calendar that will track awarded grants and include receiving, invoice and payments, and reimbursements.**

3. Community Engagement: Conduct community outreach, facilitate meetings with stakeholders and foster public engagement on programs, projects and activities that will encourage and strengthen economic development within the Town of Johnson. **The Community Economic Development Specialist will also attend regular committee meetings assigned by the Selectboard as a staff liaison and provide constant communications back to the Selectboard.**
4. Project Oversight: Work with Engineers, State Agencies, and private contractors to coordinate and manage projects, permit applications and compliance for various economic and community improvement projects.
5. Maintain a record of communications, workflow and project status so employee can provide timely updates to the Town Administrator, Selectboard, members of the local community and various state agencies on projects and activities they are working on.
6. Possess the ability to maintain discretion and confidentiality when handling sensitive matters.
7. **This position will seek community-driven development, support local stakeholders and seek to encourage public engagement on community and economic development activities.**
8. Promote opportunities for business expansion and retention within the Town of Johnson. Coordinate with local, regional and state agencies to address the needs and challenges of the Johnson business community.
9. Work to promote the unique assets of the Town of Johnson. The vibrant downtown, historic sites, buildings and covered bridges, the rail trail, hiking, skiing and biking opportunities, skate park, local art community, swimming and fishing opportunities.

Necessary Knowledge, Skills, and Abilities

1. Will require excellent interpersonal skills for establishing and maintaining effective working relationships with municipal staff, Selectboard, state agencies, municipal partners, local businesses, non-

profits, media and members of the public.

2. Effective team building and leadership skills, including consensus building to resolve issues and potential conflicts, negotiate agreements and gain cooperation amongst multiple interest groups to move projects forward that will improve the economic climate within the town of Johnson.
3. Must have excellent written and verbal communication skills, including public presentation skills.
4. Must have excellent computer skills and be knowledgeable in a wide variety of Microsoft products.
5. Must be creative, detail orientated, and able to work independently with minimum supervision
6. Must possess knowledge of principles and practices of economic development, marketing, real estate and alternative funding.
7. Must be able to work in-person and virtually.

Supervisory Responsibility

This position has no supervisory authority and reports directly to the Town of Johnson Selectboard and its designee(s). This position will also work with other municipal staff in the municipal office to aid in the completion of duties as discussed above

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities.

1. This position by its nature is designed to be a combination of outside work, including conducting site visits and office work.
2. Occasionally works outside with varying weather conditions. Weather can vary from extreme cold to extreme heat, rain, snow, ice, flooding, etc.
3. Occasionally while visiting construction sites, personnel protective equipment including steel toe footwear, ear and eye protection and a hard hat may be required.

4. Occasionally works near moving mechanical machinery and may be exposed to loud noises.
5. The noise level in the work environment is usually low to moderate.

Position Type/Expected Hours of Work

This position is classified as non-exempt part-time. Hours are expected to be 10 to 20 hours per week. Standard days and hours of work are flexible but generally fall between Monday through Friday, 8:00 a.m. to 4:00 p.m. with any optional lunch break being unpaid and scheduled by the employee. However, the position requires the ability to periodically work during non-standard hours such as evening and weekend hours for meetings, and community engagement. The employee will be expected to update their point of contact at the Town of Johnson for their hours outside their regular workday.

Travel

Local travel will be required for site visits to properties within the Town of Johnson and mileage is calculated from the town office to those properties with the use of a privately owned vehicle. Mileage will be reimbursed at the current IRS mileage rate, (currently \$0.725/mile as of January 1, 2026). Rate subject to change as per IRS published rates.

Additional Eligibility Qualifications

Prior municipal or economic development is preferred but we are willing to train the right individual. The applicant must have and maintain a valid Vermont Driver's License in good standing. Must be able to get to and from work on a consistent basis and meet municipal commitments for all established office hours, meetings and appointments or provide reasonable explanation for delays or cancellation, to the point of contact at the Town of Johnson.

AAP/EEO Statement

The Town provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, the Town of Johnson complies with applicable state and local laws governing nondiscrimination in employment in every location in which the town provides services and has facilities. This policy applies to all terms and conditions of

employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training. The town prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of town employees to perform their job duties may result in discipline up to and including discharge.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Signatures

This job description has been approved by the Town of Johnson and is effective for use upon the date of the Town signature below.

Town of Johnson, VT

_____ **Date Effective** _____

Duly authorized agent

TOJ Administrator

From: Tyler Mumley <tyler@mumleyinc.com>
Sent: Monday, February 23, 2026 12:22 PM
To: TOJ Administrator
Subject: RE: Clerk of the Works
Attachments: 24128 TOJ Library Mumley Agreement signed.pdf

Hi John,
I hope you had a good weekend.
Thanks for reaching out regarding this project.
We would be happy to help with this and in fact there is remaining budget in our contract with the Town for this Library Project.

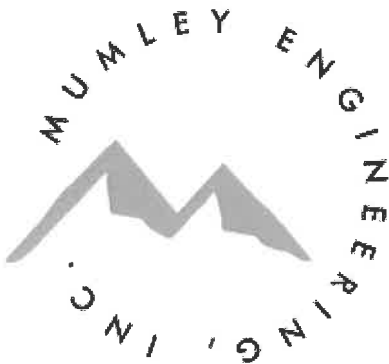
The attached contract is for \$45,000. In about April 2025, the Town paid out the remainder of the contract amount (~\$24K) and we have been working against that payment since that time. There is currently ~\$11K remaining in the budget.

So, it seems like a good idea if we apply this remaining \$11K towards the construction inspection. With that said, I think it would be good to get a better understanding of the Town's desires for the scope of work for the Clerk of Works duties / responsibilities. Meaning, is it someone that is on-site everyday all day or someone that stops by once a week for an hour (or something in between). And are we overseeing just site work or all aspects of construction (like including building construction, which would be a little out of our realm of expertise).

Does it make sense to have a call and discuss further? Please let me know – I am mostly available this week.

Thank you!
Tyler

Tyler Mumley, P.E.
Mumley Engineering, Inc.
46 Hutchins Street
Morrisville, VT 05661
O: 802-851-8882
C: 802-881-6314
www.mumleyengineering.com





CHARGE RATES
Effective January 1st, 2026

Time:

Principal Engineer	\$ 170.00/hr
Senior Engineer	\$ 150.00/hr
Project Manager I	\$ 140.00/hr
Project Manager II	\$ 130.00/hr
Project Engineer I	\$ 120.00/hr
CAD Tech / Field Tech	\$ 110.00/hr
Engineer Assistant	\$ 80.00/hr
Administrative	\$ 50.00/hr

Expenses:

Photocopies	\$ 0.20/each
Colored Plots	\$10.00/each
B&W Plots	\$ 3.00/each
Mileage	\$ 0.65/mile (Dependent on Gasoline Prices)
Grade Stakes	\$ 1.00/stake
Other	Actual cost plus 20%

Court Testimony & Depositions:

\$ 2,500.00 per diem

Equipment Rental:

Photoionization Detector (PID)	\$90.00/day
Dissolved Oxygen Meter	\$40.00/day
Water Level Meter	\$30.00/day
pH Meter	\$25.00/day
Temperature/Conductivity Meter	\$30.00/day
Sampling Equipment & Materials	\$15.00/day
Turbidity Meter	\$40.00/day
Survey Equipment	\$75.00/day
Soil Hand Auger	\$15.00/day
Hydrant Flow Test Equipment	\$40.00/day
GPS-WGS 84 Coordination System	\$15.00/day

AGREEMENT FOR ENGINEERING SERVICES
Town of Johnson
Engineering Services
Library Relocation Project

1. Parties to this Agreement are Town of Johnson ("Client"), with offices at 293 Lower Main West in Johnson, Vermont and Mumley Engineering, Inc. ("Engineer"), a Vermont corporation with offices at 46 Hutchins Street in Morrisville, Vermont.
2. Client requests professional services of Engineer in connection with Client's project, described in a Request for Qualifications for Engineering Services as;

"Design and assessment consultant proposals to provide professional services for the following needs: building assessments, bridge assessment, traffic scoping, infrastructure design for new developments, floodplain restoration, and new construction. This list is suggestive and not exhaustive. The term of this contract will be for one (1) year from the date of engagement. The selected firm will be contacted for all future projects but this contract does not limit the Town's engagement with other engineers. The Town will retain the right to select an engineer for all future projects."

The scope of work is generally described as providing civil engineering services to design and permit necessary site related improvements, develop construction level drawings and provide support during the bidding and construction process.

3. Performance by the Engineer shall be in conformance with the laws of the State of Vermont as they apply to the practice of Professional Engineering, and in any event, consistent with ordinary standards and procedures of engineering prevalent in the State of Vermont.
4. Client agrees to pay Engineer for services rendered based on the charge rate schedule attached, with fees estimated as \$45,000.00.
5. Client agrees to the following terms and conditions of payment:
 - A. Monthly payments based on total billings submitted by the Engineer.
 - B. Payment in full of the balance upon receipt of final billing.
 - C. Interest charges on the outstanding balance after thirty (30) days of one percent (1%) per month, which is equivalent to an annual interest rate of twelve percent (12%) on the unpaid balance.
 - D. Client agrees to pay reasonable costs of collection, including attorney's fees, in the event that the Engineer's fees and costs, or outstanding balance thereof become overdue and collection proceedings are required against the Client.
6. Client and Engineer have discussed the risks and benefits of the project and the Engineer's total fees for services. The risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Engineer's total liability to client for any and all injuries, claims, losses, expenses, damages or claims, expenses arising out of this agreement from any cause or causes shall not exceed the total amount invoiced, including but not limited to Engineer's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.
7. Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of damage to the site.
8. The Engineer and the Client mutually agree, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their

own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

9. If this project involves land use permitting, such as Site Plan Approval, Conditional Use Approval, Variances, Subdivision Approval, Act 250 Approval and other Federal, State and Local Approvals Engineer makes no representations that such approvals will be granted by the permitting authorities, or that such approvals, if granted, will be for any particular number of lots, size of buildings, or size of project, nor that such approvals, if granted, will be free of conditions that materially affect the financial liability of Owner's project. Engineer also makes no representations that all necessary permits and approvals have been identified in and are a part of this agreement.
10. The Engineer will not be responsible for keeping record of or notifying the Client of any expiration dates, inspection dates, renewals, corrective action, or fees associated with maintaining state and local permits, allocations, or agreements pertaining to the property listed above.
11. This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
12. All documents produced by Engineer under this agreement shall remain the property of the Engineer and may not be used by the Client for any other purpose without the Engineer's written consent.
13. Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Design Professional.
14. Arbitration. The parties to this agreement shall not litigate conflicts or concerns about it but shall resolve them first by sitting down and talking about them and, if that fails, by arbitration, according to the Vermont Arbitration Act. Each signatory below understands that this agreement contains an agreement to arbitrate. After signing this document, each party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator, to be agreed upon by the parties

In witness whereof, authorized representatives of the parties have signed this agreement:

Town of Johnson

Signed: _____

Name: _____

Title: _____

Date: _____


Thomas Galina
Town Administrator
5/5/2025

Mumley Engineering, Inc.

Signed: _____

Name: Tyler Mumley

Title: President

Date: 10/8/2024


Tyler Mumley
President
10/8/2024

TOWN OF
JOHNSON
VERMONT



ANNUAL REPORT
FOR YEAR ENDING:
JUNE 30, 2025

TOJ Administrator

From: Schadler, Elise <Elise.Schadler@vermont.gov>
Sent: Wednesday, February 25, 2026 12:28 PM
To: Susan Lovering
Cc: Rosemary Audibert; TOJ Administrator
Subject: 2026 Communities Caring for Canopy grant application
Attachments: BUDGET Johnson.pdf

Dear Sue,

I am pleased to notify you that the Town of Johnson's 2026 *Communities Caring for Canopy* grant application has been reviewed and selected to receive **partial funding in the amount of \$7,500** contingent upon meeting the Department of Forests, Parks, & Recreation's (FPR) grant requirements. The [Vermont Urban & Community Forestry Program](#) and [Council](#) greatly appreciate and support your urban forest stewardship efforts.

Please bear with me for the rest of this email, as there is a lot to cover.

First and foremost, celebration and communication:

- I will be your primary point of contact; my phone number is (802)522-6015 but I am most accessible via email or text.
- We will be hosting a **required Grants Launch Webinar** for all Communities Caring for Canopy grant awardees on **Tuesday, April 28th from 12:00-1:00pm**. You as the lead contact on this project will receive a calendar invitation to this meeting within the week. If you are unable to join, we ask that you find a replacement to attend on your behalf.
- Please save the date for our [2026 Vermont Urban & Community Forestry Conference](#), which will be held on Thursday, May 28th at the Vermont Technical College Campus in Randolph Center. Registration details to follow.
- We will be announcing all funded projects in our bimonthly TREEmail newsletter in April. As a grant recipient, if you are not already signed up to receive TREEmail please [do so here](#).
- We will be working with our PR team to develop a press release about our 2025 grant recipients in April.
- Though it seems far off, spring will be here before we know it. As you begin to plan for your project, please let us know if there are dates (planting events, milestones, etc.) of which we should be aware – our staff always loves a field day!

Now to the logistics:

- The next step will be for our FPR business office to develop a grant agreement, also referred to as a subaward agreement. Once ready, the grant agreement will be routed via DocuSign to the email address you indicated in your application as the grant signee. This process usually takes around 3-4 weeks.
- All funds awarded through the *Communities Caring for Canopy* grant program will be available for payment in accordance with the following schedule:
 - Actual expenses up to 75% of the total award amount submitted at a mid-project reporting date of December 31st, 2026, after the submission of a progress report, expenditure documentation, and an invoice, and
 - The balance (at least 25% of the total award amount) upon completion of the project with submission of a final report, expenditure documentation, and an invoice.

Please let me know if this payment schedule will not work for your community and we will figure out a better payment schedule.

- Your grant agreement will specify that “Up to 90 days of pre-award costs are allowable under this agreement as determined by the State and as related to scope of work in Attachment A.” In layman’s terms: any completed project work that occurred as early as 90 days before the grant agreement was signed is eligible for reimbursement if the costs were properly documented. In other words, you can start working on your project now.
- To move things along please read and respond to the provisions below **by end of day Friday March 6th:**
 1. Since this is a partial award please resubmit an edited budget table. Your original submitted budget is attached; clean versions can be found on the grant webpage.
 2. The grant review and selection committee indicated that they’d like to support the fruit orchard, arborist assessment of cabling and pruning needs on Main Street, mulching of public trees, and replacement of trees in the village; the addition of more trees at the Arboretum was not ranked as a priority and the omission of that aspect of your project was the basis for the partial award. Accordingly, a draft scope of work would be:
 - i. *Subawardee will plant a new fruit orchard including at least 10 trees at the community gardens and will install educational signage. Subawardee will replace three trees on Main Street and one tree on Pearl Street. Subawardee will remove two large bush honeysuckles in the village cemetery and will replace them with two trees. Subawardee will plant two trees on School Street. Subawardee will compost and mulch all public trees in the Village and will hire an arborist to assess cabling and pruning needs of Village public trees.*

Does this look accurate? If there are remaining grant funds after this work is completed, they may be used to support your goals for the Arboretum. One further note: there was a question about your choice of a dwarf Gingko – would you consider another small-growing tree for under the utility lines?

3. Confirm the designated signee of your grant agreement: *John Sutherland, Town Administrator, tojadministrator@townofjohnson.com*

If you have any questions, please reach out. Our [Grants FAQ page](#) is a great place to start (and will be updated with 2026 grants information prior to the webinar on April 28th).

I look forward to working with you and supporting this project. Thank you for your time and again, congratulations!

Elise Schadler



Elise Schadler (she/her) | Program Manager
Vermont Department of Forests, Parks & Recreation
VT Urban & Community Forestry Program
111 West Street, Essex Junction, VT 05452
802-522-6015 (cell)
www.vtcommunityforestry.org
[Facebook](#) | [YouTube](#)



VERMONT URBAN & COMMUNITY FORESTRY P R O G R A M

2026 Grants Common Budget Form

Use the table below to provide details on your project's proposed budget. Use the following page for budget explanation.

Communities Caring for Canopy grants require 1:1 cost-share match, as detailed in the grant category overview. Accordingly, the Total Grant Request (bottom of Column B) may be a maximum of 50% of the Total Project Cost (bottom of Column D). The remaining balance of Total Project Cost must be covered by the applicant's cost-share match and may be divided in any way between cash, in-kind services, staff time, or donations and documented in Column C. In other words, the Total of Column C (Match) must be at least double that of the Total of Column B (Grant Request).

PROJECT TITLE:				
PROJECT APPLICANT LEGAL NAME:				
TOTAL GRANT REQUEST:				
A	B	C		D
Project Component	Grant Request	Match		Total Project Cost
		Cash	In -Kind Services/ Donations	
Personnel (salary and fringe)				
Materials/Supplies	3260.		3260.	\$6520.
Equipment (purchases of \$10,000 or more)				
Services	870.		870.	\$1740.
Travel				
Other: Trees	\$5930		\$5930	\$11,860.
Total	\$10,060.		\$10,060.	\$20,120..

Release Date: 10/21/2025

Application Due Date: 1/30/2026

Budget Explanation: Provide additional information that will help to clarify your grant request. For example, provide details on any anticipated contracted services, any partner contributions (match), or materials that will be purchased to support the project.

Trees:

1. Ten Arboretum trees/shrubs: varied species and cultivars chosen for their artistic and educational value, designed to incite interest, @ 225. (2250.)
 2. Ten apple/pear trees for Community Garden: bare root, 5' tall @ 60. (600.)
 3. Main Street: two b&b, 2" caliper red maples @ 650. (1300.)
 4. Main Street sidewalk pit: dwarf ginkgo Gold Spire, b&b or potted, 15' high by 6' wide @ 250. (250.)
 5. Two crab apples at Whiting Hill Cemetery: Prairie Fire, 1.5" caliper, b&b or potted @ 200. (400.)
 6. Three Arboretum aesculus parviflora @ 65. (195.)
 7. Two red maples on School Street: 1.25" caliper, b&b, @ 300. (600.)
 8. Corner of Pearl Street at Masonic Temple: Columnar Carpinus or Sky Tower Ginkgo; b&b or potted, tall with narrow form @335. (335.)
- (Total 5930.)

Services:

Weedwhacker at Arboretum, six sessions trimming around the plantings in the two riparian borders of the Arboretum @ 100. each session. This worker must be vigilant and able to recognize native plants. (Total 600.)

Arborist: to assess Main Street trees too tall for the Board to access, 3 hours @ 90. (Total 270.)

Maintenance:

- 30 yards mulch @ 50. (1500.)
 - Mulch delivery, 4 trips @ 55. (220.)
 - 10 yards compost @ 65. (650.)
 - Compost delivery, 2 trips @ 55. (110.)
 - 40 Posts for fencing fruit trees @ 6.50 (65.)
 - 200' 48" galvanized fence for fruit trees, (390.)
 - 200 cable ties for fencing, 15. (15.)
- (Total 2950.)

Note: fencing and posts will be reusable. Needed for deer control.

Misc:

- To 24" by 36" sign printed that explain floodplain resilience, (260.)
- Snacks for 2027 orchard opening party, 50. (Total 50.)

Match: All labor, tree pickups, signage design, and planning will be donated by volunteers. Johnson will spend 1200. on EAB treatment at Old Mill Park this year. We're confident that the match will be more than met.