

Town of Johnson Selectboard
Meeting Municipal Building
Monday, July 6, 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 June 15, 2026
 - b. Consider Approving Minutes of June 24, 2026
 - c. Approve Liquor License Renewal for Butternut Mountain Farm
 - d. Johnson Eats Appointment
 - e. Planning Commission Appointment

6:50 p.m. Clerk and Treasurer's Report: warrants, licenses and any action items

7:00 p.m. Work Session

6. 6:50-7:00pm Welcome and Appoint Lydia Beach Putvain | Welcome and Consider Appointments
7. 7:00-7:10pm RERC Steering Committee Grant Request | Discussion and Consider Vote
8. 7:10-7:20pm Suspension Bridge Offer | Review and Consider Vote
9. 7:20-7:30pm Gomo Forest Harvest Follow Up | Review and Consider Vote
10. 7:30-7:40pm Form Based Code Administrator | Review and Consider Vote
11. 7:40-7:50pm Industrial Park Update | Discussion and Consider Vote
12. 7:50-8:00 pm. Julian Scott Task Force | Discussion and Possible Vote
13. 8:00-8:10pm Liquor License Renewal Process | Review
14. 8:10-8:20pm Review Bicycle Rack Agreement | Discussion and Consider Vote
15. 8:20-8:30pm Award the Skate Park Upgrade Project | Discussion and Consider Vote
16. 8:30-8:40pm Set Municipal Tax Rate for 2026-2027 | Discussion and Consider Vote
17. 8:40-8:50pm Public Works Supervisor Job Description | Discussion and Consider Vote
18. 8:50-9:00pm Part Time Public Works Employee | Discussion and Consider Vote
19. 9:00-9:10pm Kennel Agreement | Discussion and Consider Vote
20. 9:10- 9:20pm Update Personnel Policy | Discussion and Consider Vote
21. 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,

Executive Session 1 V.S.A. § 313 Section 3 Personnel Matters

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, JUNE 15, 2026

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

Others: John Sutherland, Rosemary Audibert, Lydia Putvain, Carl Rogers (remote), Diana Osborn, Beth Foy, Michael Patch, Howard Romero, Casey Romero, Charlie Gallanter, Duncan Hastings, Noel Dodge, Lois Frey, Doug Molde, Linda Molde, Mollie Flanigan, Scott Meyer, Jason Whitehill, Matt Reed, Jennifer Sargent, Tori Hellwig (remote), Eric Osgood, Morna Flaum, Charles Flaum, George Pearlman, Gordy Smith, Jeanne Engel, Steve Engel, Steve Smith, David Rugh

Note: All votes taken are unanimous unless otherwise noted.

1. Call to Order

Paul called the meeting to order at 6:30.

2. Consider Additions or Adjustments to Agenda

Paul added an executive session for personnel.

3. Public Comment

Diana Osborn asked who to contact about a large section of buried Fidium cable that has been exposed due to erosion on Prospect Rock Road. Paul said she should call Fidium and let him know if she does not get a satisfactory answer.

4. Selectboard Updates and/or Concerns

Paul said David Williams was awarded an honorable mention for community service at the Marvin Awards. His service included 6 terms as village moderator, 11 terms on school boards, 14 years on the Board of Civil Authority, and 47 years as moderator of Johnson town meetings. Thanks and congratulations to David!

Paul said he spoke to Dave Bergh about meeting with him and the incoming VTSU president. It doesn't look like that will happen before Dave Bergh leaves, but it should happen in July.

Eben asked if the town graded the transfer station. John said he thinks so. Eben said he does not think we should be doing that under the agreement that is in place. He doesn't think it should become standard practice unless the agreement gets updated.

5. Consent Agenda

The consent agenda consisted of the minutes of June 1, 2026. **Mike moved to approve the consent agenda, Adrienne seconded and the motion was passed.**

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

Rosemary said expenditures are at 73% of budget. That does not include funding the reserve funds. She noted that there are quite a few large invoices on the set of orders to be approved tonight. Overall she thinks we are in pretty good shape. Eben asked what she thinks the end of year surplus will be. Rosemary said she hopes it will be a couple hundred thousand dollars. The state still owes us for a couple of projects.

Rosemary said the library project got an anonymous donation of over \$400,000. They are still about \$70,000 short of the amount needed, based on figures she has.

Eben said we got more PILOT money than we were planning for this year. He asked if there have been conversations with legislators about what to expect next year. John said he will reach out to them.

Rosemary said a check we wrote was whitewashed, which means that the name and dollar amount on it were changed. That has been happening a lot lately to Union Bank customers. The bank has a Positive Pay program where we can upload invoices we pay with the dollar amounts and when a check comes in to be cashed, Union Bank can verify it. The bank did not cash the check that had been altered. Paul asked if there is anything the bank is suggesting that we do. Rosemary said they suggest the Positive Pay program and ACH filtering. There is no charge to the town for that. We are going to start using it.

Rosemary said when Tom Galinat was getting quotes for the server, Superior Communications came in and spent a couple of hours to find out what our server was and they are trying to charge the town for getting that information since we did not purchase a server from them. The bill is \$750. The board agreed that we should not pay the bill.

7. Commemorate Rosemary Audibert

Paul said Rosemary has worked for the town since April 1993. She will be retiring June 30 after serving the town for 43 years. This is her last selectboard meeting as town clerk and treasurer. There was a standing ovation for Rosemary. Paul read a proclamation designating June 15 as Rosemary Audibert Day and presented her with a certificate. There was another round of applause.

Eben asked if we need to pay Rosemary for time in her banks this fiscal year. Rosemary said it can be done in the next fiscal year.

Eben asked if we will be able to close out the fiscal year before Rosemary retires. Rosemary said they will try to do a check run on June 30.

Eben suggested that John work with employees to arrange for a gift and a party for Rosemary. Paul said his thought was that the town would coordinate with the village on that.

Paul asked how training is going. Are Lydia and Rosemary finding enough time to work together? Rosemary said they have been doing some training and will do some more this week and next week.

8. Commemorate Rosemary Audibert

Carl said he has made no progress on review of the first draft of the bidding and contract documents. He will start working on that soon.

The first reimbursement request to NBRC is ready. Mumley Engineering's new cost estimate is \$1.1 million over the amount we have available. Luke Willey from Mumley thinks the estimate is high, but it is unlikely that bids will come in close to the initial estimate. Carl will study the estimate to see if he sees anything that is obviously too high. He will look at things we could change to get the cost down. One possibility might be eliminating the road and infrastructure for Road B. The best bet right now seems to be to get the project out to bid fairly soon with a flexible schedule that could extend into next year. Then if none of the bids were acceptable, we would have time to reject all bids, make some changes, and go back out to bid in January. January is the optimal time to go out to bid. Luke's estimate is that it will take 60 to 90 days for completing the work. Our completion date is September 30, 2027.

The VOREC scoping study for connection between the rail trail and Main Street is likely to come up during the RERC planning. The selectboard might want to think about discussing that project.

Planning for the RERC Community workshop is underway. Carl intends to submit the completed self-assessment this Friday. Work on spreading word about the community workshop has begun. A few of the chairs of town groups have responded to the email Carl sent out and are interested in the topic. Carl heard about an idea for a grant application from RERC steering committee members and he worked on that with them. The community workshop for the RERC grant is on the evening of August 27 and all day on August 28. It will be held in Johnson at a location to be confirmed. The steering committee is working on arranging space at the university for it. The plan that comes out of the workshop should have a major impact on the town. Some of the recommendations in the plan will be town responsibilities. It would be good if the selectboard participated in the conversation. Members of the public who participate will be able to comment on the draft action plan

The town was granted \$6,500 from two different sources for a visioning project and there is a balance of \$164 left after expenses. Carl is asking if the selectboard would agree to spend the balance on refreshments for the RERC workshop.

The final inspection at Holmes Meadow was held June 11. The gate has been installed. The mulch pile on site is for mulching around plants on the site. Jessica from SLR provided a report after the inspection. In it she listed five punch list items for Boulder to address. Her report states that the first round of knotweed treatment was completed, which implies that there is another round coming. She noted that restoration work at the former town gravel pit has been completed.

Carl was contacted by someone from the VTSU Upward Bound office and he sent information to some town officials, including committee and board chairpeople. He advised the associate director from VTSU about a couple of projects that sounded good for university students to help with and sent him contact information for the appropriate chairpeople

Eben asked if there is any chance of asking NBRC if they can amend the grant amount. Carl said we can ask.

Eben asked if we are required to select the low bidder. Carl said no, but we have to state our criteria for evaluating the bids and show why we selected someone other than the low bidder based on those criteria

Eben said it seems smarter to him to shorten Road A than to eliminate Road B. Carl said Luke has mentioned several times possibly scratching Road B because we could come back to it later if the market is there for the size lots that would be along Road B. The advantage of completing Road A is that probably the most attractive lots will be the ones at the end of Road A. where the land is most level and some of the larger lots are located.

Carl suggested that he could work with Luke on possible cost savings and if the board thinks it would be helpful Luke could come to a meeting.

Peter said before things go too far with the work on Legion Field he would like to say that he has serious concerns about the location of the playground shown on the plan. It is basically next to the road. Some people speed on that road. Before we let things go too far, he suggests giving serious thought to a safe location for the playground.

Adrienne said when water was put in to the pizza oven the ground was badly ripped up near the pizza oven. She thinks we need to either put down topsoil and grass seed or make it into a path. It is somewhat of a tripping hazard now. Carl asked if it can be graded as part of grading work that will be done on Legion Field. Adrienne said that is supposed to happen at the end of the summer.

Beth Foy said she agrees about the playground location. It has been more than 10 years since the demand study for the industrial park was created, probably closer to 15 or even 20. Do we have an understanding of the demand? She questions cutting off the section for smaller businesses without having an understanding of the demand. Knowing about the demand should help with decisions. If we don't have information on the demand, are we shooting ourselves in the foot by not diversifying?

Mike Patch said Mumley is basically guessing with cost estimates. Until the contractors provide numbers, we don't know what the cost will be. Paul asked if he is suggesting that we get the RFP out and see what the bids are. Mike Patch said yes. The board is talking about cutting things from the project without knowing what the cost will actually be. He has concerns about Mumley dragging their feet. He thinks the selectboard needs to put the project out to bid now.

Duncan Hastings said he also has a lot of concerns about cutting out the lower lots on Road B. He suggested bid alternates that could be deducted. He agrees with Mike that we should put it out to bid and see what comes back and then make decisions. He doesn't know if Pat Ripley at LEDC has been consulted on the need for the park, but if not he should be.

Diana Osborn said she wonders about what might happen if the town decides not to develop the property because it becomes cost prohibitive. She read today about a farmer who donated a piece of land to a town and the project of using the land dragged on and in the end, despite the farmer's wishes, the land was sold for \$10 million for a data center. If the project comes through, what control does the selectboard have over who might be at the industrial park, and if it does not come through, how might the town dispose of the land and who might they give it or sell it to?

Eben said the selectboard talked about limitations in covenants and decided not to limit use of the industrial park lots. The board has never talked about what will happen if the project does not happen.

Eben said he agrees we should get out an RFP with deducts.

Mike Patch said once the project is started the town may need to finish it because, depending on the soil, it may be too unstable and there may be too much erosion if it is left unfinished.

Beth Foy said Holmes Meadow looks great.

Paul said he thinks we need to ask whether we can spend the \$164 in grant funds remaining as Carl suggested. He will reach out to ask about that.

9. *TNL Request for Road behind Library to Bandstand*

Howard Romero said a second entrance to Legion Field is needed. It is a safety issue. It is also a convenience issue for access to the bandstand, but we need a second way to get on and off the field if there is an emergency. The best way is to have a road extend from the end of the parking area to go left to the bandstand. It does not involve changing anything on the plans.

Paul asked if we really need a road or just access. Howard said not a year-round road. It would be nice to have it firm enough for an emergency vehicle. There is plenty of soil there from Holmes Meadow. We would probably want to mix in stone or broken rock.

Paul asked if Howard has a rough budget for this. Howard said no; he wanted approval of the notion first.

Adrienne asked if the directional area light shown on the plan interferes with the road. Others said the RFP did not include that light

Adrienne said she thinks we should hold off until the library project is completed.

Eben moved and Mike second to conceptually accept the idea of a road going behind the library to the bandstand.

Beth said there are village utilities that run through Legion Field. She suggested the town might want to make sure the village is on board with this concept. Howard described where he believes the power and water lines are – not where the road would go. Beth said she thinks it would be worth asking the village.

The motion was passed.

Eben asked if the library is okay with this. Howard said he has no idea.

Howard said the other curb cut on the west side of the field is often blocked by people parking in front of it. He asked if there could be signs saying “No parking between these signs.” Several times he has been unable to get onto the field because of people blocking the access. Paul said the board will take the request under advisement.

10. *LCPC Services Agreement Amendment*

Paul said at the last meeting we agreed to increase the amount in the Holmes Meadow agreement for administrative services. **Peter moved to authorize the chair to sign Amendment #3 to the Agreement for Administrative Services between the Town of Johnson and the Lamoille County Planning Commission, Eben seconded and the motion was passed with Mike opposed.**

11. *Johnson Skatepark*

John said he and Rosemary reviewed what is available for funding for the skatepark project. He reviewed the balances in different accounts. With the total amount available and the cost of the project, there is a funding deficit of \$13,726.16. Could the town provide some funding from the 2025-26 budget to bring that funding deficit down and perhaps consider a loan from the revolving loan fund for the remainder? We got a second extension from FEMA to December 31, 2026. An Act 250 permit will be issued by July 6 unless there are comments from the public.

Casey Romero said the contractor can't schedule the work until we have our Act 250 permit, but she thinks it would be best to accept the bid from the contractor now. Paul said last time the board agreed not to accept a bid until the money was squared away. John is suggesting that we spend \$8-10K from the current year budget and issue a loan from the revolving loan fund for the rest, which the skatepark committee would fundraise to pay back.

Eben asked if there is enough in the grant match reserve fund on top of the NBRC commitment. Rosemary said she does not know. She mentioned the buildings and ground reserve fund. Eben said it could come out of that fund. He thinks a \$10K loan to ourselves is too much headache for the office. Paul said the loan would only be \$3,700. Eben said that is a very small amount.

Adrienne asked if all our buildings that provide services to people are up to snuff. She is thinking about our priorities for spending on town properties like the food shelf.

Paul asked what the projected surplus is. Rosemary said probably \$100,000 after we take out the \$180K for reducing taxes.

Peter moved to spend up to \$14,000 from the 2025-26 budget to complete the skatepark project, Mike seconded and the motion was passed with Eben and Adrienne opposed.

Casey said she and John have a list of grants they are working on applying for. Do they need to come to the board for each grant application if they are no match grants? Paul said they can notify the board through John.

Eben suggested that at the next meeting the board can accept the bid from Catamount

12. Establish Tax Rate

Eben said we won't set a tax rate tonight, but we need to select a loan rate and term for the bond so the tax rate can be estimated. He thinks we should use the 30-year Bond Bank term for estimating the tax rate. If the interest rate dropped from what it is now or if we found a better interest rate, our tax rate calculation would be wrong and we would have a surplus for voters to deal with on town meeting day.

John said he got a quote from USDA Rural Development of 4.75%. He got a quote from Union Bank of 5.50% for a 15-year term and 5.79% for 20 years. The Bond Bank rate is 4% for 20 years and 4.43% for 30 years.

Eben moved to estimate next year's tax rate based on borrowing \$590,000 at a fixed rate of 4.43% for 30 years from the Vermont Bond Bank, which equates to \$45,379 per year in payments. He noted that the payment in the first year would be less than that amount. John said we would get a construction loan from a local bank for payments during the project, then when the project was done we would borrow \$590K from the Bond Bank and use it to pay off the construction loan. **Peter seconded.** Paul asked, Eben is not suggesting that we commit tonight to borrowing from the Bond Bank, just that we use the Bond Bank schedule to estimate the tax rate? Eben said that is right. We will set the tax rate in July.

Rosemary asked if the interest on the line of credit we would get is part of the project cost. Eben said that is uncertain.

The motion was passed.

13. *Gomo Lot – Proposed Easement and Survey Contribution*

Mollie Flanigan of the Green Mountain Club said the GMC is asking for a trail easement for the existing Long Trail route through the Gomo Town Forest. They met with the Conservation Commission and the Conservation Commission unanimously supports this proposal. For the past 40 years, GMC has been working to legally protect the Long Trail route. When they started, they were seeking to protect over 80 miles of trail that was on private land. Today that is down to 4.5 miles. They are asking the town to consider a 1000 ft. wide trail right of way easement for the trail corridor through the Gomo Town Forest. All the easement terms are open for negotiation. The Conservation Commission is interested in formalizing how timber management and the parking lot/log landing would be used. They are also asking that the town consider giving GMC right of first refusal for the property if the town ever wanted to sell it. They would like to offer to cover the town's legal costs up to \$1,000 for granting these requests and they would also offer to contribute \$5,000 for the Gomo Town Forest property survey. GMC has worked with other towns in Vermont to protect the Long Trail in this way. They have gotten easements from Bolton, Proctor and the Village of Johnson.

Paul said the map showing the proposed easement shows the easement would be wider on one side of the trail than on the other, not 500 ft on either side. Mollie said yes, because the trail is close to the property boundary on one side so there is less than 500 ft on that side. Mike said he is not interested in a 1000 ft wide right of way. Eben said it is less than 1,000 ft.

Eben said he wants the board to know that he has been talking with Mollie for a few years, but not about this property. He doesn't see how he would financially benefit from giving his opinion on this, but he can recuse himself if anyone wants him to.

Mike Dunham asked why GMC doesn't just buy the land. Mike Patch said that is a good point. In the past, the town tried to sell that land and the taxpayers said no. Now the town is getting more lots that we will get nothing from. Why not sell the Gomo lot, the Pringle lot and other town land and just keep rights of way that allow taxpayers to walk on the land? Let's see if GMC will buy the property.

Adrienne asked to hear from the Conservation Commission. Lois Frey said the Conservation Commission did not rubber stamp this. They put a lot of time into it. They are stewards of land in the town. They endorse giving this easement. One thousand feet is the standard, but GMC could settle for less. The land is used. The Conservation Commission prunes apple trees and does brush hogging for wildlife. She would hate to see the town sell the land.

Duncan Hastings said 1000 ft seems like a lot. He thinks the town should keep the property. It is not costing us much and it would not add much to the tax rolls if we sold it. But he is not sure that the town can give a right of first refusal on it because there is a statutory requirement that if the town wants to sell the property, there is a period when citizens can request a public vote on the sale. He suggests that before giving a right of first refusal to GMC the town contact the town attorney. He is totally in favor of granting an easement, but at some point it may be that the voters will decide they no longer want the town to own this land and 1,000 ft is a pretty big encumbrance.

Scott Meyer said he is in favor of this. The easement seems big, but Johnson has historically been a restock town for Long Trail thru-hikers. This contributes to making Johnson a recreation economy.

Matt Reed said he is not a resident of the town but he has surveyed up against Long Trail easements. In some places GMC has not gotten a full easement of 500 ft on each side of the trail. The width of the easement depends on the slope and terrain. It is intended to protect views from the trail. He has seen parts of the trail where there is not a uniform 500 ft. from the center of the trail.

Mollie said the 500 ft on each side of the trail is the National Park Service standard. It is the average distance that a hiker can see during the time of year when leaves are off the trees. The width of easements varies and they are open to negotiating.

Mike Patch said he saw in the paper that we are looking for someone to log that lot. The price of wood is low now. If we don't get a good competitive bid we will pay someone to cut it in order to stay in the forestry program. Noel Dodge said the property is not in a state forestry program. It has a forest management plan and the bids for tree cutting are to complete that plan. Mike Patch asked, will it cost the taxpayers, or are we going to make money? Noel said we won't know until we open the bids.

Diana Osborn said she encourages the people of Johnson to look at the value of the easement as being for everyone, not just the town. This is one thing the Town of Johnson could offer to the greater world that benefits many people. She was at the Conservation Commission meeting where they were talking about logging. That will not happen where the Long Trail is. This is an opportunity to protect that corridor. The corridor won't even be a full 1,000 ft wide. She heartily endorses the proposal. There is zero drawback and enormous benefits.

Doug Molde said he is wondering what the current problem is with the GMC using the Gomo lot. He thinks the future of the Gomo lot is as a park. A 1000 ft easement means lost use of all that land. We have to balance the Long Trail's continuous nature against future benefit to the town. He would think since the easement would be giving away ownership of such a big piece of land, we probably would want to ask the voters if they want to let that go.

Mike asked what the problem is with the trail as it sits now. Mollie said this is more of a long-term effort. The nearest term issue is that they need the land to be legally protected in order to put investment into the trail – things like stone staircases or bridges. They can't justify spending grant or donor dollars if the trail is not legally protected. But they are not planning any trail projects in the near term.

Peter asked what the length of the Long Trail is and how much is left to be protected. Mollie said the trail is 272 miles long and there are 4.5 mi that still need protection. There is about a third of a mile of trail through the Gomo Forest. Peter said he would love to help make the trail 100% protected.

Paul asked about the total size of the easement. Mollie said the easement they are asking for would cover 22 acres of the total. Mike said that is \$60,000 worth of land. Adrienne said she would never want to sell the town forest so the potential sale price is zero in her mind. Mike said we would be giving up over 20 acres. Scott said it is not like the town would be signing over a piece of land that we can't use. A well-established club is maintaining a trail for people who are coming to this town to spend cash. If 1000 ft is too much, work with the GMC to narrow it down, but it is not like people in the town can't use it anymore. It is protected land. And the club is willing to spend money

maintaining it for everyone. He is not clear why this is such a giant hurdle, especially when we keep talking about recreation economy and we consider the money this brings into the region.

Paul asked if the board has authority to do this without going to the taxpayers. It seems more like a town meeting warning item to him. John said he reached out to the Vermont League of Cities and Towns and was told that because this easement is for public access, approval at town meeting is not required. Paul said it still might be a good idea. Duncan said he would encourage contacting the town attorney to find out for sure if it requires public notice or a vote. If we were selling the property we would have to have a notice in the paper. Eben said we just went through this with the municipal attorney for the prime ag soil and deer wintering easements on town land. The attorney recommended a public hearing and 45 days notice. We did that for both those easements. Duncan said he doesn't see that this is any different. Eben agreed.

Mike Patch said when the town previously wanted to sell land, the taxpayers said no. They were adamant that if the land were ever sold they wanted to make the decision, not the selectboard

Adrienne asked Mollie if other towns that have granted easements held public hearings. Mollie said in the Town of Proctor their town attorney said Vermont statute required notice and a period when people could submit a petition to have the easement go to a town vote. Otherwise the selectboard would have the authority.

Molly recommended discussing terms first before the board makes a motion to grant the easement. Paul said we should also talk to the town attorney.

Mike Patch asked how GMC will feel about logging on the property. Paul asked, logging is not planned where the easement will be, correct? Mollie said that is right. Logging doesn't affect this. Trees can grow.

Paul said we will check with our attorney and invite GMC back to talk about terms. Mollie suggested that maybe she could come up with proposed terms to respond to. Paul said that would be great. Mollie asked if she should decrease the corridor width. Mike said he thinks it should be decreased considerably. Adrienne said she does not think it should be decreased. Paul said there seem to be diverse opinions on the board. Maybe a couple of options should be presented. He is in favor of the idea but he thinks maybe the easement width should be reduced somewhat. And he thinks he is in favor of citizen input. Peter said he is in support of the proposal. He doesn't want the size of the easement to kill the idea. Personally he is happy with the proposal as it stands.

Diana asked if the town might sell the property. Is that an option? Mike said he would be in favor of selling it. Peter said we are stewards of a piece of land that has great public benefit. He is not interested in the town selling it. He thinks we need to look beyond the price per acre and look at the public good. Mike said it would still provide a public good if GMC owned it.

14. Johnson Summer Blueberry Festival

Paul said the Blueberry Festival has their own insurance. John said they are not going to have the boat race.

15. Committees/Task Forces for Julian Scott House and Old Town Hall

Paul said the board voted at the last meeting to create a Julian Scott House task force. Last Friday he sent out to the board a draft press release, resolution and mission statement for that group. He got clarification from the town's attorney that there is no such thing as a task force under state

statute. It will really be a subcommittee but he suggests using the term “task force” for a subcommittee that we expect to be short-term.

Charlie Gallanter asked if the task force will be subject to open meeting law. Paul said yes. Charlie asked if the selectboard will enforce that. Paul said yes.

Paul said he put 5-9 for the number of committee members. His suggestion would be 5. Duncan suggested starting by appointing 5 members and if other people show up who want to be on the task force, those members can come and recommend that additional people be appointed. Paul noted that people who participate don't all have to be members.

Duncan suggested some small edits to wording in the resolution and the board agreed to them.

Paul suggested that either in the mission statement or in the resolution we could include that the committee would assess how this property ended up in the buyout program. It appears that it didn't go through the proper process. Doug said he agrees with adding that. He feels the town is giving away a lot of leverage if we don't look into how and why this happened. Peter said there is a short timeline. That kind of postmortem could be valuable, but he feels it should come at the end of the group's work so they are not bogged down spending precious time on that now.

Mike asked if the task force is limited to town residents. Paul said we didn't say in the resolution. Mike said it does refer to residents, implying residents of this community. He thinks it should be spelled out that anyone could be involved. He knows people who do not live in Johnson who would be interested.

Diana asked if membership on other committees is limited to town residents only. If we open this group up to everyone, is that consistent with policy on other groups? Doug said non-residents can be on the planning commission. Charlie Gallanter said it is in statute that committees can have non-resident members.

Mike moved and Peter seconded to accept the press release, selectboard resolution, mission statement and operating guides for the Julian Scott House task force as amended tonight.

Paul said the edits Duncan recommended will be made and the duties of the task force will be amended to include looking into the FEMA process. He will not show a final report due date but will say the first written report from the committee is due by the first meeting in November.

Scott said he supports trying to figure out why this happened but he doesn't think too much time should be spent on that. He thinks trying to find cash should be the primary task. Doug said he thinks we will get more help if we can say how the process was done wrong.

The motion was passed.

16. Public Works Garage Insulation RFP

John said we received an MERP grant for the public works garage for items including smart thermostats and garage door sensors. The public works employees felt adding insulation was the best way to spend the grant money. He talked to Tori Hellwig at LCPC and they made some changes. He drafted an RFP for installing insulation in the walls and ceiling. **Eben moved to**

approve the public works garage insulation RFP as presented, Mike seconded and the motion was passed.

17. Riverside School Abutting Property Quitclaim Deed

John said he was approached by Jennifer Sargent and her surveyor. There is a piece of property on Hogback Road that used to be the site of the Riverside School. The town still owns that property. Jennifer Sargent owns some water frontage and the language is unclear about where the school property is. She would like to quitclaim the section of her property between Hogback Road and the river to the town to straighten out her deed.

Jennifer Sargent said her parents lived on Hogback Road and now the property has been deeded to her and her sister. There is a strip of riverbank property that she is not going to use but the town or VTrans may need it because of flooding and erosion. Surveyor Matt Reed and Jennifer Sargent talked about the history of the school and the large covered bridge that used to be in the area. Matt said he feels there is no way to know where the boundary line of the school property is, due to lack of records. Jennifer said the school was moved but the former school property was never sold to anyone else. Matt said Jennifer can't do anything with the part of her property on the riverbank because of state river corridor rules. If the property is privately owned, a future owner could potentially hold up a FEMA project. If it is town property, the town can decide what will be done on it, such as placing rip-rap. Giving the property to the town gets Jennifer out of any liability and gives the town more flexibility.

Mike said he doesn't see any downside. Eben asked if there are any brownfield concerns, like soil contamination. Matt Reed said he thinks if there is any contamination, the state would have created it. Eben asked, there is nothing he has uncovered? Matt said no.

Mike moved and Eben seconded to accept the quitclaim deed for the Sargent property and to pay the associated attorney fees. Jennifer said she will have her lawyer draw up the deed and present it to the town attorney. **The motion was passed.**

18. Review Bids for Cemetery Monument Maintenance

Paul said we talked to two companies about cemetery maintenance and got one bid from Hill House Estates LLC, who previously did work for the town. Our purchasing policy suggests getting more than one bid. We tried but we were not successful.

Mike asked how many stones they will work on. John said we had \$7500 in the budget. Mike said he would like to know the per-stone cost. The proposal is for \$7300.

Eben moved and Peter seconded to accept the proposal for cemetery monument maintenance from the only responding bidder.

Eben asked if we have spent any cemetery maintenance money this year. Rosemary said we spent it all this year. So this work will start after June 30.

The motion was passed with Mike opposed.

19. Sheriff Contract for Patrol and 911

Eben moved to accept the contract with the Lamoille County Sheriff's Department for communications in the amount of \$77,864 for July 1, 2026 to June 30, 2027, Peter seconded and the motion was passed.

Eben moved and Peter seconded to accept the patrol agreement with the Lamoille County Sheriff's Department for the period of July 1, 2026 to June 30, 2027 in the amount of \$589,265.

Mike said he feels the bid is high. Eben said the patrol cost is calculated on a per capita basis, not based on call volume. Communications is half per capita and half based on the grand list. Mike said he feels we should ask LCSD to sharpen their pencil rather than just rubber stamping their budget every year. Eben said he has had quite a few conversations with them. They sent their budget to us in November. Because of our population, Johnson is responsible for a little over 40% of the patrol budget, Hyde Park pays a little under 40% and Wolcott pays about 20%.

Paul said a good point has been made before that any LCSD equipment we have paid for ought to come to the town if the patrol agreement dissolves. Eben said there is language regarding that in the agreement.

Diana Osborn said she was part of a selectboard appointed committee in 2020 looking at law enforcement expenses. The committee was disbanded when the chair quit. Minutes were kept but they were removed from the website when the site changed. She felt at the time that the selectboard was negligent in managing this large amount of money. There is inadequate oversight and minimal community input. She feels this issue has to be studied. She has taken steps to help make that happen. She served on the committee. She has brought it up at town meeting. She feels the selectboard is not serving the public well by just spending half a million dollars every year. The committee found that the Town of Johnson was disproportionately funding LCSD. We haven't studied appropriately whether we are getting enough in return. She strongly encourages the board not to spend this amount without further study and analysis. She thinks we should involve the public in spending this money. The amount we spend is inappropriately large for what we are getting.

Paul asked, when the committee found that Johnson was disproportionately funding LCSD, how was it disproportionate? Diana said Johnson, Wolcott and Hyde Park have a shared contract for patrol, each paying a per capita amount. But LCSD serves all of Lamoille County. The State Police actually have primary responsibility for law enforcement. If we didn't have a contract with LCSD, we would be served by the State Police. It is in our best interest to have a contract with the sheriff's department. State Police are stretched thin and often do not have fast response times. She is not saying we should cancel the contract and go with the State Police. But LCSD is serving the whole county and Johnson is their main funding source. What Johnson is paying is a huge fraction of their budget.

Mike Patch said about 20 years ago we considered having our own police service but it was not feasible. Their budget is high but there is no other choice.

Adrienne said the intention was to keep the minutes of that committee on the website. She will try to get them on the website.

Eben said Diana and Duncan were on the committee and the final report from their last meeting made it to the selectboard at the time. Diana said it was not a report of the committee because the chair refused to accept the work the committee had done and filed a report on his own. Her point is that the selectboard dropped the ball. This is a huge amount of money.

Mike Patch said in the past the three towns owned the land and building and cars of the LCSD. Since then it has changed and LCSD took over ownership.

Paul said he doesn't see that we have room for negotiation or investigation with this contract in front of us. Eben said the public doesn't see the amount of communication the selectboard has with the sheriff's department. There is a lot of pressure on LCSD regarding cost increases. Roger Marcoux has typically stayed around 3% and that has been painful for LCSD.

Diana said she has no concerns about the quality of dispatch and the communications contract. She supports the sheriff's department and sympathizes with their staffing issues, but she is concerned about the town spending this much to support the patrol contract.

Mike said he will vote no on principle because he thinks we can do better. He doesn't know how, but he hopes we can.

Diana said if there is a lot of information made available to the selectboard that the public is not aware of, that needs to be brought forth.

Peter asked if we have another option before July 1. Mike said no. Adrienne said she wants to vote no on this on principle as well because she also thinks we can do better. Paul said the contract starts July 1. He is not sure what point Mike and Adrienne are trying to make if we do not have another option. Peter said he will vote yes on this motion but he wants to learn more before he votes yes again.

The motion was passed with Mike and Adrienne opposed.

20. *Review Forestry RFP Bids*

Paul said we received one bid for forestry services for the Gomo lot harvest, from Mike Green (Green Forestry Service.) He proposes that he would receive 20% of stumpage and the Town of Johnson would receive 80%. Eben said that is for the forester, not the logger. John said we will get stumpage for what we sell and the forester will get 20% of that. Noel Dodge said the RFP is for forestry services, not for hiring a logger. The forester said nothing in his proposal about who he will hire to do the cutting. We don't know what we will get out of it.

Paul asked, when they sell the logs, what does the logger get? Noel said it depends on trucking and what the logs sell for. Mike Patch said the logger's percentage comes from the 80% town share. We will be lucky to get 30%.

Noel said this is not a timber stand that is worth a lot. In order to grow good trees for the future we need to remove some trees now. This was never going to be much of a money maker. The Conservation Commission was hoping to break even by getting the road fixed and getting some timber removed.

Adrienne said before the RFP went out the Conservation Commission brought a bid from a logger that Mike Green had found. Noel said that was the only one he found. Eben said if the numbers from that bid still applied, we would definitely lose money on this.

Paul said he thinks we need to look into this further. Eben said it is town property and part of our task is taking care of it. If we are going to lose money on logging it, he prefers to ask the town to approve budgeting to have the work done. The public will benefit from the road being repaired. He is not comfortable with signing the agreement. He would prefer to pause until we have more information. He needs to know how much money we would be losing.

Lois said Mike Green had loggers lined up who have seen what is available. Because the work was delayed they are on another job but they probably would be available. Mike Green told her that he does not have any idea whether the town will get any money or not.

Paul suggested holding off until we know more.

Diana said it seems like the Conservation Commission has done all the hard work. They met each request that was put before them. The selectboard are the stewards of public land. This is a land management project to increase the value of the land. The fact that the town has to pay the forester a percentage means that he will work harder to increase his percentage. The town will still get more than the forester does. She is confused about how this requires more thought than the \$589,000 expense for LCSD patrol.

Paul said we don't know how much money we will lose. Mike said we wouldn't lose anything if we go with the logger who previously submitted a bid and said what percentage he would give us. We will make money, but not much. Diana said asking how much money we would be losing is like asking how much money we are losing when we pay someone to mow our lawns. Maintenance has a cost. Mike said, as he mentioned before, the last time he sold hardwood he got half the profit. The logger was offering us a third of the profit.

Eben asked who has to pay to repair the road to access the property. Noel said the contractor. Mike said if the logger is taking care of the road we are getting a deal. He thinks getting a third of the profit and getting the road fixed is fine and we should go with that logger. Paul said we don't have that previous bid from the logger in front of us now.

Paul asked, the information that was brought to the selectboard previously was directly from the logger and not from Mike Green? Lois said Mike Green put it together. Paul asked if Mike Green's 20% was in that proposal somewhere. Lois said yes.

Adrienne said she doesn't know what other information we can obtain. Eben said the original problem was that the project wasn't bid. We have a sealed bid now.

Adrienne moved and Peter seconded to accept the proposal from Green Forestry Service for 20% of stumpage for administration of sale and 80% to the Town of Johnson.

Paul asked for an explanation of where the logger's money comes from. Mike Patch said 20% goes to the forester who marks the trees. When the wood is sold, we get some of the remaining 80% and the logger gets some. The town won't get 80%.

Paul said this doesn't make reference to the previous proposed contract with the logger. Noel said the forester could come up with another logger who would do it at a different price.

Charlie Gallanter said whatever the wood is sold for is 100%. Twenty percent of that goes to the forester. The other 80% gets divided up, but we don't know how. The town will get at least zero. It won't cost the town anything. The trucker will get a portion. The logger will get some. The town spends nothing and the forest will be thinned and the gravel road will be repaired.

Jason said it will be a huge thing if we get the road improved to Class 4 standards for MRPG. That is how he would put it in the RFP. Noel said he doesn't think that standard is in the RFP.

Mike said he is not comfortable voting yes on this because he doesn't see all the details in writing.

The motion failed with Mike, Eben and Paul opposed.

Paul said he wants more detail about the percentage the logger gets.

21. *Joint Meeting Follow Up*

The board reviewed a tentative agenda for the joint meeting with the village trustees on June 24. Eben suggested asking the village if they want to take part in Rosemary's retirement party. The board agreed to the agenda.

22. *Lamoille FiberNet Resolution*

Eben moved and Adrienne seconded to accept the resolution renewing participation in Lamoille FiberNet and appointing representatives and to authorizing the selectboard chair to sign it.

Charlie asked why Fidium's rates went up 30%. Paul said when Fidium came in they offered an introductory rate for a certain period. Lamoille FiberNet has nothing to say about rates. That is up to Fidium. They charge us the same rates they charge throughout Vermont.

The motion was passed.

23. *Executive Session – Personnel Matters*

Eben moved to go into executive session as allowed by 1 V.S.A. § 313 Section 3 for personnel matters, inviting John, Jason and Rosemary to remain, Peter seconded and the motion was passed at 9:59.

Jason left the executive session at 10:18. The board consented out of executive session at 10:31.

Mike moved to accept Jason Whitehill's resignation letter, Peter seconded and the motion was passed.

The board directed John and Paul to post the public works supervisor position.

24. *Executive Session – Discussion with Town Attorney*

Adrienne moved to enter executive session as allowed by 1 V.S.A. § 313 Section 1 (F) for discussion with the town attorney, with John and David Rugh attending, Eben seconded and the motion was passed at 10:32. The board came out of executive session at 10:43 with no action taken.

25. *Executive Session – Personnel Matters*

Eben moved to go into executive session as allowed by 1 V.S.A. § 313 Section 3 for personnel matters, Peter seconded and the motion was passed at 10:44. The board came out of executive session at 10:53 with no action taken.

26. Adjourn

The meeting was adjourned at 10:54.

Minutes submitted by Donna Griffiths

UNAPPROVED

JOHNSON SELECTBOARD / VILLAGE TRUSTEE BOARD
JOINT MEETING MINUTES
JOHNSON MUNICIPAL BUILDING
WEDNESDAY, JUNE 24, 2024

Present:

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

Trustee board members: Will Jennison, Ellis O’Hear, BJ Putvain, Ken Tourangeau, Darrell
Wescom

Others: Erik Bailey, Lydia Putvain, Diana Osborn, Patrick Bilow

Note: All votes taken are unanimous unless otherwise noted.

1. Call to Order

Ken and Eben called the trustees and the selectboard to order at 6:01.

2. Pledge of Allegiance

The Pledge of Allegiance was recited.

3. Discussion on Jointly Owned Properties

Paul said the question is whether it would be easier for the town and village each to own some properties individually rather than having them continue to be owned jointly. He asked for people's thoughts on joint ownership of the municipal building.

Ken said he is in favor of continuing with the current situation.

Paul said it has been suggested that joint ownership makes it more difficult to do repairs, etc.

Darrell said he agrees with the idea brought up at a recent selectboard meeting of starting a joint reserve fund for municipal building repairs. Eben said that would address the problem of one entity not having enough money when repairs are needed.

BJ said the town and village could each have individual funds. They would not each have to contribute to a joint fund. Adrienne asked what would stop one board contributing more than the other. BJ said the town and village would each still have to pay half the cost of any repairs and would need to come up with their half if there was not enough in the fund.

Ken said he is not in favor of a joint fund. The village could look into asking the voters to set up a specific fund for building repairs.

Mike asked if the village would be interested in selling their half of the municipal building to the town and paying rent. Ken said no.

Mike asked, wasn't the village supposed to take the lead on fixing the municipal building clock tower? Ken said nothing is wrong with it. Mike said the clock tower looks bad. The clapboards and trim should be replaced to match the rest of the building. Clapboards and trim were replaced on the rest of the building but not on the upper part of the tower. Ken said he found no rot and no gapping in the clock tower. He believes the leak that occurred happened before some repairs were done and it hasn't leaked since. It does need cleaning.

Mike said work on the municipal building was planned to occur in three stages. One part was done one year, the second part was done the next year, and the tower was supposed to be done the third year but the contractor that was doing the work died. That work still needs to be done. Will asked if that is the consensus of the selectboard. Paul said he doesn't know that it has been discussed and voted on.

Darrell said some of the repairs that were done on the lower part of the building are shabby looking. Mike said that was some of the work done after the flood.

Will said he recommends tabling this topic until the selectboard discusses it and decides whether they agree with Mike.

Eben suggested maybe the selectboard will want to go to the voters in March and ask for a reserve fund specifically for the municipal building and maybe the village will do the same.

Adrienne said the idea of a joint reserve fund assumes that the town and village can agree on repairs, set a schedule and follow it. She doesn't think they can. It doesn't seem that money is the issue. It seems that coordination is the issue. She is not in favor of a joint reserve fund.

Will asked if the town would be willing to sell its portion of the municipal building to the village. Eben said he is not averse to that. What is critical is that the town is responsible for land records and needs a vault. Mike says he is not averse to the idea either. It would be nice to have a fixed rent amount to budget for. Will said he thinks that option would take a lot more investigation. The trustees can discuss it and have Erik start looking into numbers.

Eben asked, now that we don't have a joint clerk and treasurer, is the town sending bills to the village? And is the village sending bills to the town? The town will need to get a bill for cold storage insurance and the village will need to get a bill for municipal building insurance, for instance. Lydia explained how this is being handled.

Eben said he thinks the jointly owned property should be subdivided and the town and village should each have independent ownership of their garages. Will said he won't even consider dividing the garages until the whole lot is divided between town and village. Eben said the garages are on a separate lot from the larger parcel. Ken said he doesn't see subdivision happening. It would involve Act 250 and brownfields and cost a lot of money.

Mike said he thinks we should sell the 180 acre parcel and split the proceeds. Ellis said he doesn't understand why we are considering selling assets that we have. Ken said we are just talking about dividing the area where the garages are. Ellis asked why people want to split it up. Eben said it would be cleaner. Ellis said we have talked about putting a bike path on the 180 acres. Paul said what we are talking about is not the 180 acre parcel. We are just talking about having the town and village each have 100% ownership of their own garage.

Ken said the MOU between the town and village says that one garage is owned by the town and one by the village and the land they are on is jointly owned. Eben said it does not say that the buildings are separately owned. It says that the town can do maintenance and improvements to

its garage that don't devalue the building and the village can do the same with its garage. It does not say the town owns the town garage and can do what it wants with the building. The intent is that that the town would not tell the village what to do with its garage unless it was devaluing the property.

Will suggested modifying the MOU to give each entity ownership of its own structure. There is no harm in keeping the land jointly owned.

Mike suggested the town and village could each give up half of one of the garages with a quit claim deed. Ken asked if Mike is saying he would rather spend taxpayer dollars to subdivide the property than use an MOU. Mike said he is in favor of whatever is cheapest, but a quit claim deed would settle it once and for all. Ken said no quit claim deed is forever.

Darrell said he thinks we can all agree that the town and village each want to own their own building.

Eben said we didn't send the MOU for attorney review because we knew it wouldn't be legally binding on the next year's board. Next year's board doesn't have to agree to an MOU, so does it really solve the problem long-term? What if 20 years from now there is an opportunity for the village to move to another facility and the village wants to sell its garage and the selectboard says no? The board is binding a future village board to potential problems by just having an MOU. What if a future selectboard wants to get half of the electric department rent on the building they own half of? Subdividing would protect the village from that.

BJ said he likes Mike's idea. It is pretty binding. Ken said a quit claim deed is not binding. Mike suggested doing a warranty deed then. Ken said we would have to subdivide for that.

BJ said he likes Will's idea of figuring out what we are going to do with the other 180 acres. We can't really afford to subdivide but we could sell that property

Will asked, isn't the selectboard bound by the vote of the town not to sell the property? Eben said that was an advisory vote only. Mike said we have the ability to sell the property.

Ken said selling the property would be a great opportunity to bring residents back to the community.

Ken suggested that the village can look into a warranty deed.

Darrell said the town has taken over the flat, usable pieces of the land for sand, etc. The village has lost use of that land because the town decided to use it. He doesn't think it should have been just assumed that the town could use it. If the village wants to put up a salt shed, where can they put it? It would be good to figure out what area the village can use if they need some space.

There was discussion about where the boundary between the two parcels is and which buildings are on the 18-acre parcel vs. the 180-acre parcel. Eben said the land where the garages are was purchased as an 18-acre chunk.

Eben suggested that John and Erik work together on options for individual ownership of the town and village garages. They could also talk about the smokehouse and the salt shed. The other selectboard members and the trustees agreed to that.

Will asked if there is consensus on the selectboard about selling the 180 acres and splitting the proceeds. He thinks his board is in favor of selling it all as one lot. Mike said selling the whole thing gets us out of arguments over who gets which half. Eben said it is not a foregone conclusion that the whole selectboard supports that. There has been discussion of town committees wanting trails there. We have a Recreation Economy for Rural Communities planning grant now. He personally is in favor of selling the property and getting it back on the tax base. But if it is identified as a key piece of the puzzle in the recreation planning process, he would be willing to have it appraised by a third party and have discussion about the town buying the village out. He would like to know the outcome of the RERC process before making decisions. Paul agreed that he thinks it is important to hear what plan they come up with during the RERC process and whether that parcel is a key piece. He would be in favor of going back to the voters on town meeting day, so his inclination would be to wait until after town meeting day to make decisions about selling the land.

Will said the town should ask the voters about selling the entire property along with the village and also about buying out the village. The voters need to know that if they turn down both of those options, the village will want its half of the property.

Darrell asked when the property was last logged. Does it have loggable material? Ellis said not really.

Will asked, isn't someone interested in buying the mill house? John said there is someone who is interested in accessing his property via town/village property and in the future he may have an interest in the mill house.

Mike said he would just as soon sell the mill house too and split the proceeds. The food shelf can find another place.

Eben asked if the village is looking to remove themselves from ownership of the mill house and give it to the town. Ken said the trustees will discuss it and get back to the selectboard.

Eben said he would like to go to the voters about it. He noted that the generator for the village garage is behind the mill house. That was brought up as an issue before.

Ken said the trustees have agreed that the selectboard can buy the village out of the shared backhoe as of January 1, 2027. Eben asked if the trustees are okay with having Caterpillar appraise it. The trustees said yes. Eben asked John to work with Ryan to schedule that.

Eben said he thinks John and Erik should come up with tentative solutions for the ownership of the salt shed and the smokehouse at the same time they are discussing the garages. We should leave ownership of the cold storage building as is.

Will said he thinks the trustees are very interested in coming up with an option sooner rather than later. John and Erik should understand that. Mike said he thinks the town also wants to come up with a solution soon.

Will said he thinks both boards need to review the options before the next joint meeting. Paul suggested that perhaps the next joint meeting would be in the next quarter.

4. *Request by Munro Brook for Right of Way by Mill House to Access Part of His Property*

Ken said the village discussed the request for a right of way by the mill house. They would be willing to allow it for fair market value. They wouldn't give it away. That wouldn't be fair to the taxpayers. If the access is for a commercial maple syrup operation, it should not be free. If someone needed access to get to their house, perhaps it would be different. Mike agreed. The rest of the trustees agreed.

Adrienne said she would like to know if the access would affect the food shelf in any way. Ken said we could designate where the access would be. We could keep it on the top corner of the property.

Eben said this would serve an individual and would not bring any good to the public. Ken said commercial syrup vehicles cost the town in maintenance. Eben agreed

Diana Osborn said Munro Brook owns a number of properties that have great recreation potential. She thinks he is interested in being a friend to the town. It might be advantageous to help him out. He might be interested in purchasing the mill house and the recreation task force knows of people who may be interested in converting that building into a hostel or welcome center. He might be a useful person to help that happen. He also owns land on the other side of the 180-acre jointly owned parcel. Perhaps a land swap could be envisioned. It might be useful to have a right of way across his land in the future, depending on what trails we have on our land.

The village trustees agreed that if he wants to pay fair market value for a right of way, they would agree to it. Paul said this will be on the next selectboard agenda for the selectboard to discuss.

5. *Railroad Street Repairs*

John said he has talked to Erik about Railroad Street. The surface has issues and the drainage underneath has issues. They have talked about the possibility of getting grants to work together on improvements. He talked to Jason about paving and they agreed that we shouldn't pave Railroad Street until the storm drains under it get fixed. Could the town and village coordinate on grants and do a joint project?

Erik said he is trying to get a grant to repair catch basins.

Will said he thinks the trustees have no problem with John and Erik working together to try to get grants.

Adrienne asked who will have maintenance responsibility after the work is done if the town and village get a grant together. Others said responsibility will remain the same as now.

Mike asked what the village thought of the foolish study that was done on Railroad Street that recommended narrowing the road by a foot. Trustees said they have not seen the report.

Paul said the rail trail committee identified an issue with places where storm drains are below street level on Railroad Street. Is there any way to put another drain on top at street level? BJ said there are collars that are used when repaving. Ken said that costs a lot of money and it would not make sense to do it before the road is fixed.

Diana suggested that a logical solution might be to let bicycles use the sidewalk. Ken said the village does not have any ordinance against bicycles on sidewalks. Diana said we could put up a sign saying that bicyclists are welcome to use the sidewalk. Paul said when that was discussed previously, there was consensus that we should not do it. Mike brought up a house on Railroad Street that often has young kids in front of it on the sidewalk. Bikes and kids might not mix.

Eben said as an interim solution we discussed paving the section right by the bridge where the road is in bad condition. That might happen this year. There is no village infrastructure that needs to be replaced under that section. He suggested that maybe the town could purchase risers for a few storm drains that are bad and the village could install them. Ken suggested having Nate Brigham take a look at them. .

The boards agreed that John and Erik should look into grant possibilities, separately or together. John said for some grants, if multiple municipalities are working together, the application can score higher.

6. *Rosemary's Retirement*

Ken said the village gave Rosemary a card and money. He thinks Erik would like to work with John on a party for her. Erik said she is leaving for vacation July 4. He suggested scheduling it after she returns. Eben suggested inviting people beyond town and village employees. The boards agreed that John and Erik can work on planning a retirement party. Ken said the trustees have no issues with that as long as the price is reasonable.

7. *Posts around Trees on Main Street*

Mike said the posts around the trees on Main Street need to go. Ken said what was done was not the project the village approved. The original plan included curbing. The village has no issues with removing the posts. The town committee that put them in did not do what was agreed on with the village. The trustees were told the committee ran out of money. Will said he thinks the trustees are in favor of the town having those removed and replaced with something more friendly to parking. Ken said part of the problem is that the grating around the trees was removed. It was designed to be broken as the trees grew. It was helping to hold the bricks in place. Mike said he thinks the barriers around the trees need to be fixed to match what was originally planned or they need to go.

Paul said the selectboard will bring it up to the tree board to figure out a solution.

Ken said the trees were put too close to the road. Mike asked, do we actually want trees? When they get bigger they will get into infrastructure. Paul said he thinks they look nice. Ellis said we were told they would only grow to be 7 feet tall.

Darrell said if the selectboard tells the village they don't care, the village can rip out the posts around the trees. They are in the way when sidewalks are plowed. Paul asked how they are in the way. Ken said it is not that they are in the way, but that they could be broken by the plow.

Ken suggested that the tree board see if they can get another grant for curbing and maybe we can do something different where there is a parking problem.

Mike asked if the trees actually need a barrier around them. Adrienne said yes, because otherwise people can step on the roots.

Ken said trees blocking lighting is an issue.

8. *Other Business*

Ken said the Hometown Hero banners that the village put up were not paid for with tax money. Alan and Lynn Lehouiller and some other residents donated money. The trustees would like to keep this project non-tax funded. Maybe some committees would like to help with funding. They don't charge anyone who applies. Darrell suggested that maybe it could be mentioned at a selectboard meeting that people who want banners for family members who served can contact Erik. It is not only for village residents.

Adrienne asked if the banners will hang year round. Erik said they will probably be up until October this year. Ken said they will be up for Flag Day, Memorial Day, etc. Adrienne said she is a graphic designer and could design some banners for other times. Ken said the village already has a variety of other banners that can be used.

Erik mentioned the new street sculptures. Ken said the beautification committee is working on something for the Cold Spring. Paul asked if the sculptures are permanent. Erik said no. Adrienne said she thinks they will be there for 2 years. The beautification committee is looking for another artist whose work could be featured next.

9. *Adjourn*

The meeting was adjourned at 7:23.

Minutes submitted by Donna Griffiths



Peter and Adrienne,

We are removing a bridge and it could be yours for free! We are removing the wild ammonoosuc dam and this suspension bridge. This would be a great asset for crossing the gihon. either for rail trail or behind the woolen mill.

--

Thomas Galinat

860-377-8597 c

802-227-3132 h

I wanted to share some exciting news that just came in. We received an email from Tom Galinat (previous TOJ Town Administrator) letting us know that a suspension bridge is being removed from the Wild Ammonoosuc Dam site (which I am guessing is in the new Town he works at) and is available to us for free.

This could be a great asset for a crossing of the Gihon River. I've reached out to Tom to thank him and let him know I would forward this along and potentially have it added to our next board agenda.

Please let me know if you have any questions for Tom before our next scheduled meeting that I can ask him to answer prior to our meeting.

There are 2 images attached.

Thanks,

Adrienne Parker (she/her)

Vice Chair – Johnson Selectboard

314.598.7226

TownofJohnson.com

[Facebook.com/JohnsonVermont](https://www.facebook.com/JohnsonVermont)

Request for Proposal: Forestry Services

Town of Johnson
P.O. Box 293
Johnson, Vermont

Request for Proposal

The Town of Johnson seeks Request for Proposals for licensed professional Forestry Services. The request is for forestry services to administer the harvest and sale of logs and firewood from the Gomo Farm Town Forest lot in Johnson, Vermont. The harvest will be governed by the recently completed 2025 Forest Inventory.

Project Description

The Gomo Farm Town Forest is owned by the Town of Johnson, Vermont, and is located near the border between the towns of Johnson and Waterville. The SPAN number of the lot is 336-104-11526. The parcel consists of approximately 141 acres and is roughly bordered by the Long Trail State Forest to the north and south, Butternut Mountain to the east, and the N. Branch Lamoille River valley to the west. The property falls within the Lamoille River watershed. The long trail traverses the western boundary of the parcel.

The Gomo Farm was a working farm until the early-mid 1900's. Evidence of the parcel's agricultural past can be seen in the form of old foundations and a cellar hole, stone walls and apple trees. The Town of Johnson took ownership of the Gomo Farm parcel in 1948, and it was designated as a town forest in 1971. Timber harvests occurred in 1974-75 and 1987. The history of agriculture abandonment and some past harvests have left the forest in average to poor condition from a timber quality perspective. The proposed harvest will include a single tree/group selection to remove 40 square foot basal area of poor-quality stems in all size classes in all species.

The Declaration of Restrictive Covenant on the Gomo lot and a prime ag soil easement applies only to the 4.35 acres west of the beaver pond. The 1948 deed that conveyed the Gomo lot to the Town does not contain a restrictive covenant or any limitation on the Town's use of the Gomo lot. From a deed perspective, the Town is able to contract for logging except for the 4.35 acres west of the beaver pond.

Project Schedule

Request for Proposal Date: Monday, May 18, 2026
Proposals due at Town Office: Wednesday, June 10, 2026
Proposals reviews and considered for award: June 15, 2026
Harvest Complete: March 15, 2027

Services

The Town of Johnson is currently seeking Requests for Proposals for Forestry Services to administer a responsible wood harvest on the GOMO lot. The selected applicant will be responsible for initiating, conducting and administering the harvest and sale of the wood removed from the parcel.

Scope of Work:

As part of his/her responsibility on this project, the selected candidate shall:

- Provide updates to the Johnson Town Administrator, Johnson Selectboard and Johnson Conservation Commission on the ongoing harvest and the outcome. This will include any changes to the proposed harvest schedule.
- Secure sale and transportation of the harvested wood
- Designate all trees to be harvested with a paint spot breast height (4 1/2') above the ground.
- All marked trees will be utilized down to 4" diameter at the top end where merchantable. Merchantability may be limited by limb size and rot. Hardwood trees will be utilized to the fullest extent for sawlogs and firewood.
- Stump height shall not exceed seventy-five percent of the stump diameter
- All trees cut will be paid to the owner as follows:
 - \$_____ Price / Percentage per cord for all hardwood saw logs delivered
 - \$_____ Price / Percentage per cord for all softwood saw logs delivered
 - \$_____ Price / Percentage per cord for all firewood delivered.
- Scale for payment will be the Vermont Log Rule
- The Forester will furnish the Town of Johnson with a copy of all scale slips for each load of logs and firewood on a weekly basis.
- All slash within 50 feet of the right of way of public roads, woods roads, trails, adjoining property lines and bodies of water will be removed. No treetops will be left hanging to create a safety hazard.
- Forester shall use proper forest management tools to guarantee that trees are reserved and not cut to maintain the integrity of the forest
- Forester shall supervise wood harvest operations to guarantee that damage to new growth and small unmarketable timber is limited.
- Forester shall locate logging roads and trails in a manner to keep erosion at a minimum.
- Forester shall guarantee that all activities will follow "Acceptable Practices for Maintaining Water Quality on Logging Jobs in Vermont October 2018 Edition
- Forester shall guarantee that all state laws are followed during the harvest and precautions are used to prevent forest fires. In the event of a forest fire, forester will notify proper authorities and initiate fire suppression if safe to do so.
- All landing sites will be located at least 50 feet from public roads unless the location is prohibited by the adjoining terrain. All landing sites will be located jointly by the Forester and the Town of Johnson.
- If the forester cannot guarantee the harvest will be completed during the period of performance, they may apply in writing to the Town of Johnson for an extension.
- The forester covenant and agrees to save the Town of Johnson and any agent of the Town harmless from any and all claims for injuries or damage to persons or property resulting from the acts or omissions before the termination of the contract. All trash, debris and mechanical debris shall be removed from the site upon completion of the contract.
- Upon completion of the harvest, all headers, landing and loading areas will be cleaned up, seeded and mulched to the satisfaction of the Town of Johnson.
- This agreement may not be assigned, transferred or sold without prior written permission of the Town of Johnson. If a subcontractor is used, the subcontractor will supply the Town of Johnson with a written statement that the obligations of this Proposal Request is understood.
- The Town of Johnson reserves the right to cancel the agreement at any time if provisions are not being carried out or if continuing the harvest presents an environmental stress. The agreement can also be canceled at any time

if it is in the best interest of the Town of Johnson as indicated by a majority vote of the Selectboard in a duly called public meeting.

Proposal Submission Requirements and Deadline

1. Qualifications: A valid State forester's license number and any other pertinent details to demonstrate qualifications.

2. Scope of Work: A scope of work for the project detailing the applicant's proposed approach to the base scope of the tasks described in the RFP, and any recommended adjustments to the scope of tasks. The consultant may also propose additional supplemental items to the scope of work, though they may not be approved. Additional items must be separated from the base scope in the above RFP.

3. Project Budget: A project budget broken down by tasks and including direct and indirect costs.

All proposals must be received in a sealed envelope marked Forestry Services Bid no later than 2:00 PM, Wednesday, June 10, 2026, at the Johnson Town Office. The Johnson Selectboard will open proposals at their meeting on June 15, 2026. The proposals will be reviewed, and consideration will be given for an award.

Hold Harmless Agreement

The holder of the successful proposal agrees to hold the TOWN OF JOHNSON harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the holder.

The holder of the successful proposal shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the Town representative requesting the service.

By signature upon this form the holder of the successful proposal stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Name of individual or firm submitting the Proposal: _____

Address: _____

Contact Information:

Phone _____

Email _____

Initial:

_____ I have read the RFP and understand the work required

_____ I have General Liability Insurance

_____ I have Worker's Compensation Insurance for any employee I may have

_____ I have all required licenses to perform the work

JOHNSON MUNICIPAL OFFICES

OFFICE OF SELECTBOARD

P.O. Box 383

Johnson, Vt 05656 802-635-2611

Fax 802-635-2393

To: Liquor License applicants
From: Johnson Local Liquor Control Board
RE: Violation of liquor licenses
Date: 6/25/2026

Dear License applicant,

The Johnson Selectboard has asked that I confirm receipt of your application and convey their sincere appreciation of your business in Johnson. Acting as the Local Liquor Control Board, the Selectboard has asked that I send a reminder letter to all license holders about their concern over violations of the state statutes regarding the sale of alcohol in Johnson, particularly underage sales. The issuance of Liquor Licenses is a privilege which may be granted, as well as suspended or revoked at the discretion of the Local Liquor Commissioners.

By this letter, we are providing a reminder that the Board's policy is to enforce the laws of pertaining to alcohol sales vigorously, in accordance with the powers and duties granted us under 7 V.S.A. §167 and §236. These powers include but are not limited to license suspension and revocation, either independent of the State Liquor Control Board, or in addition to penalties assessed by them.

We hope that such actions by the Board will not be necessary. We seek your cooperation in insuring that these violations do not take place.

Sincerely,

John Sutherland, Municipal Administrator
Acting for the Board

cc:
Susan Tinker, Town Clerk



TOWN OF JOHNSON
P.O. BOX 383
(802) 635-2611 FAX (802) 635-2393

Town of Johnson Agreement to Install Bicycle Racks on Private Property

1. Identification

This agreement is entered as of _____ between the Town of Johnson, a Vermont municipality (Town) and _____ (Business Owner) a business owner and _____ property owner in the town of Johnson, Vermont.

Whereas, the Town of Johnson will provide the business owner with _____ bicycle rack (s) which shall be installed upon the business owner's property or the property of a consenting property owner whose signature is attached hereto. The bicycle rack or racks shall be installed at the expense of the business owner at a property area agreeable to the business owner and the Town of Johnson.

Whereas, the Town of Johnson wishes to support our local businesses by encouraging access to our downtown merchants and our business community wishes to make their business accessible to bicyclists visiting our community

Now, Therefore, for and inconsideration of mutual covenants and conditions herein contained, the Town and Business Owner / Property Owner agree to the following:

2. **Definitions**

The following terms have the meaning and/or usage described herein, except where an alternative definition or usage is specifically provided:

Contractor refers to every person or entity retained by the Business Owner to install or maintain the improvements described herein



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Maintenance includes every action, up to and including replacement of any structure or component, necessary to keep rack(s) in good condition, whether such action is necessitated by normal wear and tear, accident, storms or other acts of God, vandalism or equipment failure.

Bicycle Rack means a Town supplied stationary fixture specifically designed for a bicycle to be securely attached to.

Property Area means the area upon which the bike rack is agreed to be located and access for ingress and egress to the public right of way.

3. Town Obligations

The Town agrees to furnish the business owner with the agreed upon number of bicycle rack(s) at no cost to the Business Owner

4. Business Owner's Obligation

The Business Owner agrees to install the bicycle rack(s) furnished by the Town within 30 days of receipt. The Business Owner will provide all labor, materials and hardware necessary to install and secure functioning bicycle rack(s) and do so in a manner that does not cause damage or interfere with the public right -of -way. No municipal pavement or sidewalk area will be altered or damaged as a result of installing the bicycle rack(s) without prior approval of the Village Manager.

Business Owner acknowledges that the Town assumes no financial obligations towards the installation and maintenance of the bicycle rack(s)

The Business Owner must not install the bicycle rack(s) in any area the blocks or interferes with ingress or egress of a building or public area, block or interfere with a crosswalk or fire hydrant. The ideal location is within 50 feet of the entrance and be located in a visible and well-lit area.



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The Business Owner agrees if, in the future, they, their successors or assigns, no longer desire to maintain the bicycle rack(s) on private property, it shall provide the town with a 30-day notice prior to removing the bicycle rack(s). The property area will be restored to the condition prior to the addition of the bicycle rack(s)

5. Property Owner's Obligation

The Property Owner consents to the Business Owner's installation of the bicycle rack(s) furnished by the Town on the property. Property Owner agrees to be bound by the terms of this Agreement, including Section 6's identification provision in favor of the Town, and acknowledges that the Town provides the bicycle rack(s) without warranty or maintenance obligations.

6. Indemnification

To the fullest extent permitted by law, Business Owner shall indemnify, hold harmless and defend the Town, its officers, agents and employees from and against any and all claims, losses, costs and expenses for any damage due to death, injury or loss to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Business Owner's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Business Owner or any of its officers, employees, servants, agents or subcontractors, patrons or anyone directly or indirectly employed by either the Business Owner or its subcontractors in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the Town. Such costs and expenses shall include reasonable attorneys' fees due to Counsel of the Town's choice, expert fees and all other expenses of litigation. Business Owner shall not be entitled to any refund of attorney's fees, defense costs or expenses in the event that is adjudicated to have been non-negligent.



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This provision shall survive the expiration or termination of the Agreement.

7. Assignment

Business Owner shall notify the Town in writing, at least thirty day prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of the Agreement. However, Business Owner shall not be released from its obligations under this Agreement unless the Town Administrator releases the Business Owner in writing.

8. Approval

Business Owner shall obtain, at its sole cost and expense, all regulatory approvals necessary for Business Owner's performance of this Agreement. This includes, but not limited to, professional licenses, building and safety permits and inspections.

9. Term

This Agreement shall be effective upon the date signed by all parties and shall continue in effect until such time as the last of any bicycle rack installed pursuant to the Agreement has been fully removed and any right of way restored in accordance with the requirements of the Town, or until earlier terminated by the Town, which right the Town may exercise with or without cause and at any time upon thirty days advance notice to the Business Owner. The Business Owner shall, within thirty-day termination period, remove the bicycle rack(s) and restore all surfaces without delay or interruption and in accordance with the requirements of the Town. The Business Owner shall be liable for all costs associated with the removal and restoration and shall not be entitled to any contribution from the Town.

10. Notices



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(802) 635-2611 FAX (802) 635-2393

Any notices, bills, invoices or reports required by this Agreement shall be deemed received on:

- 1) the day of delivery if delivered by hand, e-mail or facsimile during the Town and Business Owner's regular business hours;
- 2) the third business day if delivered by mail to the address below:

To the Town:

John Sutherland
Town Administrator
Town of Johnson
293 West Main Street
P.O. Box 383
Johnson, Vermont 05656
Telephone: (802) 635-2611
Email: tojadministrator@townofjohnson.com

To the Business Owner:

Name
Address
Phone
Email

11. Public Use

Any bicycle rack furnished by the Town and installed per this Agreement shall be available to the public at large on a first come, first served basis. The



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Business Owner shall not restrict, attempt to restrict or otherwise impose restrictions on the public's use.

12. General Provisions

This Agreement shall be governed and construed in accordance with the laws of the State of Vermont. The venue for any litigation will be Lamoille County Vermont. The Business Owner and any involved Property Owner hereby consent to jurisdiction in Lamoille County for the purpose of resolving any dispute or enforcing any obligation arising from this agreement.

To Effectuate This Agreement, the parties have caused their duly authorized representatives to execute this Agreement as of the last date listed below:

Town of Johnson

Business Owner

By: _____
John Sutherland
Johnson Town Administrator

By: _____

Date: _____

Date: _____

Property Owner

By: _____

Date: _____



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Draft

TOWN OF JOHNSON PUBLIC WORKS DEPARTMENT

Position Title: Public Works Supervisor/Highway Foreman

Employment Category: The position is a full-time, Hourly position.

General Summary:

This is a department head position which operates under general supervision and takes directives and reports to the Town Administrator. Requires experience with personnel management, all aspects of highway and bridge construction/maintenance, employee/contractor oversight, heavy equipment operation/maintenance, job safety, safety training and oversight, mechanical ability, record keeping, computer use, and communication skills, assistance with budget management and development, any other tasks assigned by the Town Administrator and/or Selectboard.

Essential job Functions:

- Plan, supervise and coordinate daily highway department operations and projects. "Working foreman" position requires ability to operate town equipment and perform same jobs as other department employees when necessary but requires a high level of administrative capacity. **Requires ability to respond quickly and live within 30 minutes travel time of Johnson.**
- Carry out a regular maintenance schedule for routine and preventative maintenance of equipment and department buildings and keep records on all major pieces of equipment.
- Prioritize public works projects and maintain documentation of completed and ongoing progress.
- Read and understand blue prints, construction drawings, bid specifications, surveys, and use a transit, building level or other advanced measuring tools in laying and constructing projects.
- Monitor department operations and respond to problems on a daily basis, including complaints by the public. Relate to Town citizens in a professional, courteous and respectful manner, appropriately responding to their complaints. Where unsure how to handle a complaint, refer it to the Town Administrator or Board Chair.
- Assist in development of annual budget and long term budgetary planning.
- Make and maintain records of all purchases. Review and code invoices for proper budget category and submit to Payroll Officer weekly and manage purchases and department expenses to stay within budget.
- Understand and implement Town adopted Policies, Standards or Ordinances, recognizing that such actions are as a representative of the Town of Johnson.
- Recognize and communicate to Selectboard and or Town Administrator any priority projects or problems.
- Follow weather conditions affecting highways and make provisions for extra maintenance required.
- Maintain a working knowledge of federal, state and local statutes and regulations affecting department operations.
- Meet with the Selectboard at least monthly. Submit reports to Selectboard monthly.
- Any other tasks as assigned by the Selectboard relating to town operations.

Supervisory Functions:

- Manage staff overtime within budgetary requirements. High priority to winter maintenance: plowing sanding and salting operations. Requires night and weekend work.
- Ensure that all employees maintain all required licenses or certifications required to perform their jobs.
- Recommendations for hiring/firing or disciplining of employees in accordance with the Personnel Policy.
- Prepare annual written performance review of each employee based on job descriptions.
- Review and verify employee time sheets and submit to Payroll Officer on specified day. Ensure that employees assign hours to the proper time sheet labor category.
- Supervise highway personnel to obtain top quality workmanship, efficiency, employee satisfaction and morale.
- Responsible for development and oversight of employee safety programs and training. Responsible for regulatory and codes and standards compliance. These include but not limited to VOSHA, MUTCD, CDL, MSHA, State and Federal Motor Carrier Rules, VTRANS Standards, Stream Alteration and Water Quality Rules and Regulations and any other applicable rules, regulations and standards.
- Ensure proper safety procedures and personal protective equipment are employed, bring safety violations or unusual personnel problems to the attention of Town Administrator.

Education/Training:

- ~ High school education or equivalent preferred.
- ~ Education, training or work experience in civil engineering or related field beneficial.

Experience:

- ~ Five years experience with heavy equipment operation, road construction and road maintenance.
- ~ Experience or working knowledge of paving and paving materials and practices, bridge maintenance, drainage and culvert construction, and storm water and erosion control maintenance and best practices.

Required Skills:

- ~ Ability to read blueprints, surveys and job and bid specifications.
- ~ Ability to use computers spreadsheet, data base, word processing and specialized software programs and to maintain digital employee records for safety and training, etc.
- ~ Ability to carry out complex written or oral directives or instructions.
- ~ Ability to use a transit and other tools to establish grades and lay out projects.
- ~ Advanced mechanical skills a plus.
- ~ Ability to work with and effectively supervise employees.
- ~ CDL with endorsements and a clean driving record. Class B required Class A preferred.
- ~ Ability to exercise good judgment when carrying out duties and to maintain good working relationships with the public and fellow employees. Strong written and verbal communication and interpersonal skills essential.
- ~ Ability to perform strenuous physical tasks such as bending, lifting, carrying, digging, etc. in all weather conditions.
- ~ Final offer of employment subject to passing a physical and CDL requirements.

Term of Employment:

Hired by the Selectboard after interviews and reference checks. Terms of employment, compensation, and benefits set by the Selectboard and governed by Personnel Policy. Six month probationary period a condition of employment.

Evaluations: Annual evaluations detailing the performance of the Road Foreman. The Foreman will be afforded an opportunity to respond to the evaluation. A six month review will be prepared and continued employment will be based on a satisfactory review.

Compensation and Benefits: Salary and benefit package to be negotiated with the Selectboard (subject to Personnel Policy) annually and based on satisfactory job performance.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

We have a strong commitment to inclusivity: The people of Johnson embrace inclusiveness and together we will build bridges to understanding, ensuring that all who live, work and visit our town feel welcome and safe. We reject racism, bigotry, discrimination, violence and hatred in all its forms. The things we embrace are kindness, gentleness, understanding, neighborliness, peace, tolerance and respect for and toward all. Together we can have a cooperative, sustainable and thriving community where everyone is honored and valued.

We prohibit discrimination on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, disability, veteran status, marital status, or any other legally protected status. Applications by members of all underrepresented groups are encouraged.

TOWN OF JOHNSON

JOB DESCRIPTION:

Public Works Supervisor / Highway Foreman

GENERAL SUMMARY:

This is a department head position which operates under general supervision and takes directives and reports to the Town Administrator. Requires experience with personnel management, all aspects of highway and bridge construction/maintenance, employee/contractor oversight, heavy equipment operation/maintenance, job safety, safety training and oversight, mechanical ability, record keeping, computer use, communication skills, assistance with budget management and development, and any other tasks assigned by the Town Administrator and/or Selectboard.

The position is hourly and the salary range will be determined by the Selectboard and the Personnel Policy.

ESSENTIAL DUTIES

(The following are illustrative of the duties and responsibilities associated with this position and are not intended to be all-inclusive.)

- Plan, supervise and coordinate daily highway department operations and projects. "Working foreman" position requires ability to operate town equipment and perform the same jobs as other department employees when necessary and requires a high level of administrative capacity.
- **Requires ability to respond quickly and live within 30 minutes travel time of Johnson. Additional time requirements must be approved by the Selectboard.**
- Responsible for a positive and safe work environment within the Public Works department
- Carry out a regular maintenance schedule for routine and preventative maintenance of all public works equipment and department buildings and keep records on all major pieces of equipment.
- Prioritize public works projects and maintain documentation of completed and ongoing progress. Update Town Administrator on progress and accomplishments.
- Read and understand blueprints, construction drawings, bid specifications, surveys, and use a transit, building level or other advanced measuring tools in laying and constructing projects.
- Monitor department operations and respond to issues and concerns on a daily basis, including complaints by the public. Relate to Town citizens in a professional, courteous and respectful manner, appropriately responding to their complaints. Where unsure how to handle a complaint, refer it to the Town Administrator or Board Chair.
- Assist in the development of the annual budget for public works and long-term budgetary planning for road work and capital planning.
- Make and maintain records of all purchases. Review and forward invoices to the Town Treasurer for payment. Note any discrepancies and follow up to resolve issues with the vendor.

- Review and approve weekly time sheets for Public Works. Once approved, forward time sheets to the Payroll Officer.
- Manage weekly purchases and department expenses to stay within budget. Make sure all purchases are within the limits of the Personnel Policy.
- Understand and implement Town adopted Policies, Standards or Ordinances, recognizing that such actions are as a representative of the Town of Johnson.
- Recognize and communicate to the Town Administrator and or Selectboard any priority projects or problems.
- Follow weather conditions affecting highways and make provisions for extra maintenance required.
- Maintain a working knowledge of federal, state and local statutes and regulations affecting department operations.
- Meet with the Town Administrator at least monthly. Submit reports to the Town Administrator on a weekly basis updating Public Works activities.
- Any other tasks assigned by the Town Administrator or Selectboard relating to town operations.

Supervisory Functions:

- Manage staff overtime within budgetary requirements. High priority to winter maintenance: plowing, sanding and salting operations. Requires night and weekend work.
- Ensure that all employees maintain all required licenses or certifications required to perform their jobs.
- Recommendations for hiring/firing or disciplining employees in accordance with the Personnel Policy. Coordinates disciplinary measures with the Town Administrator.
- Prepare annual written performance review of each employee based on job descriptions.
- Review and verify employee time sheets and submit to the Payroll Officer on the specified day. Ensure that employees assign hours to the proper time sheet labor category.
- Supervise highway personnel to obtain top quality workmanship, efficiency, employee satisfaction and morale.
- Responsible for development and oversight of employee safety programs and training. Responsible for regulatory and codes and standards compliance. These include but not limited to VOSHA, MUTCD, CDL, MSHA, State and Federal Motor Carrier Rules, VTRANS Standards, Stream Alteration and Water Quality Rules and Regulations and any other applicable rules, regulations and standards.
- Ensure proper safety procedures and personal protective equipment are employed, bring safety violations or unusual personnel concerns to the attention of the Town Administrator.
- Responsible for overseeing all personal protective equipment, safety devices and municipal equipment are in good working order. Document any deficiencies and take unsafe equipment out of service. Document and tag unsafe equipment so it can not be used until fully functional and safe. Update Town Administrator on action taken and steps to resolve any issues.

PREFERRED REQUIREMENTS OF EDUCATION AND EXPERIENCE

Education/Training:

- ~ High school education or equivalent preferred.
- ~ Education, training or work experience in civil engineering or a related field is considered beneficial.

Experience:

- ~ Five years experience with heavy equipment operation, road construction and road maintenance. Able to operate town equipment safely in all weather conditions.
- ~ Experience or working knowledge of paving and paving materials and practices, bridge maintenance, drainage and culvert construction, and storm water and erosion control maintenance and best practices.

Required Skills:

- ~ Ability to read blueprints, surveys and project and bid specifications.
- ~ Ability to use computers, spreadsheet, data base, word processing and specialized software programs and to maintain digital employee records for safety and training, etc.
- ~ Ability to carry out complex written or oral directives or instructions.
- ~ Ability to use a transit and other tools to establish grades and lay out projects.
- ~ Advanced mechanical skills a plus.
- ~ Ability to work with and effectively supervise employees.
- ~ CDL with endorsements and a clean driving record. Class B required, Class A preferred.
- ~ Ability to exercise good judgment when carrying out duties and to maintain good working relationships with the public and fellow employees. Strong written and verbal communication and interpersonal skills essential.
- ~ Ability to perform strenuous physical tasks such as bending, lifting, carrying, digging, etc. in all weather conditions.
- ~ Final offer of employment subject to passing a physical and CDL requirements.

REPORTS TO: Town Administrator

Terms of Employment:

A six-month probationary period is a condition of employment.

Evaluations: A six-month review will be prepared, and results will determine the continuation of employment. Annual evaluations will be performed, and employees should expect regular feedback on performance and soft skills outside the annual evaluations. The employee will be afforded an opportunity to respond to annual evaluations, and conversation is encouraged with all feedback.

Compensation and Benefits:

Compensation and benefits determined by the Selectboard and governed by the Personnel Policy annually based on satisfactory job performance.

We have a strong commitment to inclusivity: *The people of Johnson embrace inclusiveness and together we will build bridges to understanding, ensuring that all who live, work, and visit our town feel welcome and safe. We reject racism, bigotry, discrimination, violence, and hatred in all its forms. The things we embrace are kindness, gentleness, understanding, neighborliness, peace, tolerance, and respect for and toward all. Together we can have a cooperative, sustainable and thriving community where everyone is honored and valued.*

We prohibit discrimination on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, disability, veteran status, marital status, or any other legally protected status. Applications by members of all underrepresented groups are encouraged.

**TOWN ~~AND VILLAGE~~ OF JOHNSON
COMBINED
PERSONNEL POLICIES AND RULES**

(6/5/03)

As adopted by the Selectboard on 6/16/03
As adopted by the Trustees on 6/16/03
Amended 12/20/10
Amended 11/12/13
Amended 2026

**PERSONNEL POLICIES AND RULES HANDBOOK - POLICY I
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PERSONNEL POLICY & RULES

I. NAME OF ADMINISTRATIVE RULES AND AUTHORITY

- A. These rules shall be known and cited as “The Town ~~and Village~~ of Johnson Personnel Rules” and are hereby adopted pursuant to the provisions of Title 24, Vermont Statutes Annotated, sections 1121 and 1122. The Selectboard shall be the Board responsible for administering this Policy for Town Employees. ~~The Trustees shall be the Board responsible for administering this Policy for Village employees.~~ The Selectboard ~~and Trustees~~ shall jointly administer this Policy for those employees whose duties involve working for both the town and the village.
- B. Employment with the Town ~~and Village~~ of Johnson is not for any definite period or succession of periods and may be terminated either by the employee or by the town ~~or village~~ at any time without notice, except as provided by this manual. Wages or salary and any accrued and unused vacation allowable under these rules and regulations, shall be due to the employee only to the day and hour of termination.
- C. This manual and the provisions contained herein do not constitute a contract of employment in whole or in part. The town ~~and village~~ reserves the right to add, amend or delete any benefit or policy stated herein at any time, except as otherwise committed to by formal contract agreements.

II. PERSONS COVERED

- A. These rules and regulations shall be applicable to all persons employed by the Town ~~and Village~~ of Johnson, but with the exception of Elected Officers, appointed Assistant Town Clerks and Treasurers, members of Boards and Commissions, employees of the School District, persons employed in a professional capacity to make special and temporary studies, investigations and/or inquiries and other positions to which no compensation is attached.
- B. The ~~Board of Selectman and Trustees~~ **Selectboard** may prepare written job descriptions for all permanent and permanent part time employees which will describe the duties and responsibilities and the essential job functions of the position as well as the qualifications required to hold the position. The Board(s) may modify the job descriptions from time to time.

III. ADMINISTRATION

- A. These rules and regulations shall be administered by the Selectboard and ~~or Trustees~~ or its authorized representative. Amendments to these Personnel Rules shall be made by resolution of the Selectboard ~~and Trustees~~.
- B. For the purposes of administration of this policy, "Department Head" shall be defined as follows: For the Town: The Highway Department personnel the Department Head shall be the Road Foreman, or such other designee of the Selectboard.

- C. ~~For Joint Municipal Office personnel, the Department Head shall be the Town Clerk~~

Administrator, for employees not covered under another Department Head, the Department Head shall be the Town Administrator or such other designee of the Selectboard and or Trustees.

~~D. For the Village: For the Water and Light Department and the General Department the Department Head shall be the Water and Light Commissioner. For the Waste Water Treatment Facility, the Department Head shall be the Chief Operator.~~

IV. RECRUITMENT

- A. Applications for positions may be solicited from any qualified persons at the option of the Selectboard and or Trustees. *On Call employees, such as highway workers, may be required to live within a 30 minute travel time radius of their place (physical location of building) of employment. The ~~Trustees and Selectboard~~ will designate On Call employees either by written policy, offer of employment or Job Descriptions.*
- B. As part of the pre-employment procedure, former supervisors; employers, and references provided by applicants shall be checked as a precaution against obtaining undesirable employees. Reference checks shall be completed prior to an offer of employment, and the information shall be made part of the application file. All such information is to be handled as privileged and confidential information.
- C. At the option of the Selectboard ~~and or Trustees~~ full time and/or part time positions shall be posted and advertised in local newspapers stating position, title, approximate salary and application date deadline as well as other pertinent information.
- D. When an emergency hiring situation is declared by the Selectboard ~~and or Trustees~~ any or all of the application process requirements may be waived to ensure provision of continuous town ~~and village~~ services to its citizens.
- E. The policy of the Town ~~and Village~~ of Johnson is to maintain and promote equal employment opportunity. The town ~~and village~~ will select candidates for employment on the basis of the candidate's qualifications for the job and treat them fairly with respect to compensation and opportunity for training and advancement including upgrading and promotion without regard to age, sex, race, political or religious affiliation, sexual orientation, disability, HIV status or national origin. Equality in such opportunities has been and is the basic policy of the Town ~~and Village~~ of Johnson.

V. SELECTION

- A. All appointments to positions in the service of the Town ~~and Village~~ of Johnson shall be made based on merit and fitness. Education, experience, aptitude, knowledge, skills, character, physical fitness (where necessary for the essential functions of the position) personality, and all other qualifications deemed necessary for the satisfactory performance of the duties of the position to be filled shall be considered as may be deemed proper by the Selectboard ~~and or Trustees~~ or its authorized representative or such advisory examining committee as may be appointed.

VI. APPOINTMENT/PROBATIONARY PERIOD

A. Type of Appointments

1. **Full-Time:** A full-time employee works a combined total of at least 40 hours per week, for the town or the village, or both, on a continuing basis (indefinite term). For the purpose of compliance with state and federal law pertaining health insurance under the Health Exchange, a person working 30 hours or more shall be considered full time. Employees working for both town and village shall be designated as employees of one entity or the other, by agreement of the Trustees and Selectboard. The entity designated as the “Employer” shall be reimbursed by the other entity at a pro rata share equal to the value of the work performed on behalf of the entity, expressed as a percentage of pay and benefits. The full-time employee is subject to all rules and regulations and receives all benefits and rights as provided by the Personnel Rules.

2. **Student Appointments:** Student appointments have the purpose of affording students of public administration or other professional areas an opportunity to gain actual work experience and provide service to the town ~~and village~~. Such appointments are for a definite period of time, not to exceed 12 months, and require the approval of the ~~Selectboard and or Trustees~~ or its authorized representative and may be paid or non-paid. Student appointees shall not be eligible for employee benefits but shall be subject to all personnel rules pertaining to performance and conduct.

3. **Emergency Appointments:** In order to prevent stoppage of public business or loss or serious inconvenience to the public, appointment of employees on a temporary basis may be authorized by the Department Head with the approval of the Selectboard and or Trustees or its authorized representative in accordance with these rules for a period not to exceed sixty (60) days. Such appointees shall not be eligible for employee benefits, but shall be subject to policy for performance and conduct.

4. **Permanent Part-time Employees:** Permanent part-time employees are employees who work less than the normal week, for the town or the village or both, but on a regular basis. Permanent part-time employees shall be subject to all rules and regulations. Permanent Part Time Employees shall be entitled to benefits under this policy as follows:

a) Permanent part time employees working at least 24 hours, but less than 40 hours shall be entitled to a pro-rated basis at a ratio of the number of hours worked in the normal work week to 30 hours of benefits and rights as provided in Section XIII (Hospitalization, Medical but excepting Dental Insurance). Permanent part-time employees working at least 24 hours per week shall be entitled to the benefits and rights as provided in Section XIV (Retirement). All Permanent part time employees shall be entitled to rights and benefits as provided in Section XV (Leaves of Absence) on a pro rated basis at a ratio of the number of hours worked in the normal work week (Section XII A.) to 40 hours, except holidays, which will be addressed as follows: When a holiday falls on a work day, which is part of the normal work day and work week of a permanent part time employee, the employee shall be paid the normal

number of hours normally worked for that day as holiday pay.

5. **Part-time Employees:** Are employees who work on a seasonal basis or irregular basis or are otherwise categorized as part time, and are not eligible for employee benefits under these personnel rules, but shall be subject to policy for performance and conduct.

6. **Limited-term Appointments:** Limited term appointments are made when a special project requires the addition of employees for a specific time, or to fill a position of an employee on a leave of absence. Such employees shall be subject to all rules and regulations and shall receive benefits and rights as provided by the Personnel Rules during their term of employment at the sole discretion of the Selectboard ~~and or Trustees.~~

7. **Seasonal Employees:** Are hired for a specific project ~~and~~ or for a period of short duration and are not eligible for employee benefits under these Personnel Rules.

B. Probationary Period

All appointments shall be made with a probationary period of one hundred and eighty (180) days. A Department Head may extend the probationary period with the written approval of the Selectboard and or Trustees or its authorized representative. The total probationary period shall not exceed twelve (12) months. One month prior to the end of the probationary period, the Department Head shall submit a report to the Selectboard and or Trustees or its authorized representative, carefully reviewing the work of the new employee. New employees may be paid at a probationary rate during this period. During the probationary period, the Department Head may remove an employee, with the approval of the Selectboard and or Trustees, who is unable or unwilling to perform the duties of the position satisfactorily or whose performance and dependability do not merit continuance in the service of the town or village.

C. Physical Examination

All new permanent employees who are hired for positions in which health or physical abilities are important for the performance of the essential functions of the job may be required to have a physical examination at the expense of the town or village after an offer of employment has been made. Appointment to a position may be conditioned on positive results of the examination. The specific criteria will be determined by the Selectboard ~~and or Trustees~~ but will be based on the specific requirements of the essential functions of the job as defined in their Job Description. All information obtained as part of the medical exam shall remain confidential and shall not be placed in the employee's personnel file, but in a separate medical file.

D. Proof of Citizenship

All new town ~~or village~~ employees must provide the Selectboard ~~and or Trustees~~ or its authorized representative with proof of citizenship or legal immigration status in conformance with federal law. Failure to provide such proof shall result in non-hiring or immediate dismissal.

VII. PROMOTIONS

A. Promotion Policy

Vacancies in positions above the lowest rank in any department in the town ~~or village~~ may be filled by the promotion of employees in the town ~~or village~~-service where the Selectboard and ~~or Trustees~~ determine those employees are qualified for the promotion. Promotion in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of effecting an increase in compensation.

B. Notification

After a determination of eligibility as per VII A. above, a Department Head shall advise employees within the department of the existence of vacancies to which they are qualified to be promoted. Such notice may also be posted in the Town Office for a period of five (5) days prior to advertising in the local media except in emergency hiring situations.

C. Probationary Period

All promotions shall be subject to the one hundred and eighty (180) day probationary period and may be extended to 1 year. If during this probationary period the town ~~and or village~~ determines that the job is not being satisfactorily performed, the employee shall be returned to his former job or a comparable position, if available, and the position shall be filled at the discretion of the Selectboard ~~and or Trustees~~. If the former job has been filled and or a comparable job is not available, ~~the~~ employment may be terminated at the discretion of the Selectboard ~~and or Trustees~~.

VIII. EVALUATIONS

A. All full-time and permanent part-time employees of the Town ~~and Village~~ of Johnson will be evaluated a minimum of once a year. Such evaluations will be in writing and signed by both the employee and the Department Head following a conference during which the evaluation is discussed. The signature of the employee does not indicate that he or she agrees with the evaluation but only acknowledges that the evaluation has been shown and discussed.

B. The signed, written evaluation will then be provided to the employee and a copy shall be placed in the employee's file. The employee may, at any time during business hours, view his/her file in the presence of the Selectboard and ~~or Trustees~~ or its authorized representative.

C. Any annual evaluation with a rating of less than satisfactory may result in a sixty (60) to ninety (90) day probationary period, see Section VI B. Improved performance and subsequent evaluation can result in the probationary status concluding.

D. Failure to improve during the probationary period may result in suspension without pay or termination.

E. During the probationary period there will be no reduction in pay or loss of fringe benefits.

IX. DISCIPLINE AND DISCHARGE

A. General Policy

1 The Town ~~and Village~~ of Johnson exists to provide services to its citizens and therefore has a responsibility to perform these services in the most effective and efficient manner possible. The same is required of town ~~or village~~ employees. Discipline and/or discharge will result from any action or inaction resulting in anything less than satisfactory performance. All employees will be fairly and consistently subject to the disciplinary and discharge procedures, given the facts of the individual case.

B. Employee Actions or Inactions Resulting in Disciplinary and/or Discharge

1. The Selectboard ~~and or Trustees,~~ may immediately dismiss an employee whenever in its opinion the employee's work or conduct so warrants. On the job reasons for dismissal may include, but are not limited to: insubordination, use or being under the influence of drugs or alcohol while on duty, dishonesty, recklessness on the job, attitude which constitutes an unwholesome influence on other employees, failure to obey a reasonable order either verbal or written, falsification of application forms, fighting on duty, convictions for offenses against the law which would affect the employee's performance, violation of any town and or village rules which result in serious personal or property damage, willful disregard for written work or safety rules, or use of abusive language toward a superior or the general public.

2. Other violations of town ~~and or village~~ work rules or these Personnel Rules or employee actions or inactions including those listed as follows shall result in a vocal or written reprimand, suspension without pay or dismissal as detailed below: failure to request leave in advance, leaving without permission, unexcused absences, chronic absenteeism, unexcused and/or excessive lateness; carelessness, negligence, short cuts, horseplay, gambling, sleeping on duty, theft, disregard for safety rules, possession of firearms or dangerous weapons on duty without supervisor's permission, willful damage to town ~~and or village~~ property and falsifying work records. This list is not inclusive and is exemplary only.

C. Oral and Written Reprimands

1. For the first violation or any violation immediately following six months of no disciplinary actions against the employee of any rule, inaction or prohibited action as defined above not, in the opinion of the Selectboard ~~and or Trustees~~ serious enough for dismissal, the Selectboard ~~and or Trustees~~ may issue an oral reprimand, through the Department Head, to the offending employee. Written records of oral reprimand shall be entered in the employee's personnel folder. Such record shall only be removed from the employee's personnel folder upon written request of the employee and after Selectboard ~~and or Trustees~~ review of said employees' performance. Selectboard ~~and or Trustees~~ authorization for removal, based on above review, required.

2. A violation of any rule, inaction or prohibited action within six (6) months of an oral reprimand or where more severe initial action is warranted, can result in the Department Head, after consultation with the Selectboard ~~and or Trustees,~~ issuing a written reprimand to the offending employee. The reprimand will be issued to the employee in conference with a witness present (another Department Head or the Administrator) and shall detail the incident necessitating the action and the rule or rules violated. In lieu of having a witness present, the conference may be taped, with a record thereof retained. A written record, or tape of the oral

reprimand signed by the Department Head and conference witness shall be entered in the employee's personnel folder. Such record shall only be removed from the employee's personnel folder upon written request of the employee and after Selectboard ~~and or Trustees~~ review of said employees' performance. Selectboard ~~and or Trustees~~ authorization for removal, based on above review, required.

D. Suspension Without Pay

A violation of any rule, inaction or prohibited action, or any other behavior warranting disciplinary action within six (6) months of an oral reprimand or where more severe initial action is warranted, can result in the Department Head, after consultation with the Selectboard ~~and or Trustees~~, suspending an employee without pay for up to ten (10) working days. Such suspended employee shall be notified of such action in writing during a conference with the Department Head with a witness present. The written notification will include a description of the incident necessitating the action and/or the rule or rules violated. A copy of the written notification signed by the suspending officer and the conference witness may be entered in the employee's personnel folder. Such record may be removed from the employee's personnel file upon successful completion of six (6) months service without disciplinary action. Employees suspended shall also be informed in writing of the appeal procedure provided under these Personnel Rules. Salaried employees who are exempt from the overtime provisions of the Fair Labor Standards Act may not be suspended without pay; however, the Selectboard ~~and or Trustees~~ may dismiss this employee, in accordance with any contract for employment, instead.

E. Dismissal

The Selectboard ~~and or Trustees~~ or its authorized representative may immediately dismiss (1) any employee whose actions or inactions violate town ~~and or village~~ rules and regulations as set forth in the paragraphs above; or (2) any employee whose action or inaction violates any town and or village rules or regulations within a six (6) month period following a disciplinary suspension as prescribed in paragraph D above. Such dismissed employee will be notified of such action during a conference with the Department Head with a witness present and will include the incident necessitating the action and/or the rule or rules violated. An employee so dismissed shall also be informed in writing of the appeal procedure provided under these Personnel Rules.

X. APPEAL PROCEDURE

- A.** Appeals from dismissal, demotion or suspension shall be made by an employee by applying in writing within five (5) working days of such dismissal, demotion or suspension, to the Selectboard ~~and or Trustees~~.
- B.** If a hearing is requested, the Selectboard ~~and or Trustees~~ shall hold a hearing as requested by employee, within three (3) weeks of receipt of employee's written request for a hearing.
- C.** At the hearing, the employee, at his/her discretion, may be present, present testimony, be represented by counsel, examine the evidence against him or her and/or cross-examine

witnesses.

- D. The Selectboard ~~and or Trustees~~ shall make its decision and inform the appellant within seven (7) days.
- E. If the action of the Selectboard ~~and or Trustees~~ is in favor of the employee, he or she shall be restored to his or her original position with full pay for the period since dismissal or suspension. The Selectboard ~~and or Trustees~~ can also reduce the disciplinary action to suspension without pay or reprimand.
- F. The decision of the Selectboard ~~and or Trustees~~ shall be final.

XI. GRIEVANCES

A. Policy

1 It is the intent of the Town ~~and Village~~ of Johnson to address grievances informally and supervisors as well as employees are encouraged to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which will be resolved only after a formal appeal and review. When this is the case, the procedure listed hereunder will be followed.

2 A grievance is any matter considered by the employee as ground for complaint, except in the case of personnel action arising out of discipline, dismissal, demotion or suspension. Adjustment for such complaints is separately provided for in Section X.

B. Procedure

1. An employee who believes that inequitable treatment has been received because of some conditions of employment may personally or through representatives appeal for relief from that condition. The employee is expected to initially discuss any grievance with the immediate supervisor or Department Head. *Town Highway Department employees will, before presenting the matter to the Selectboard, discuss the grievance with the Road Commissioner.* If the matter cannot be settled at that level, the employee may elect to present the matter to the Selectboard ~~and or Trustees~~ for consideration.

2. The decision of the Selectboard ~~and or Trustees~~ shall be final.

XII. CONDUCT OF EMPLOYEES

A. Hours of Service

With the approval of the Selectboard ~~and or Trustees~~, the Department Head shall prescribe the number of hours per day and per week of actual attendance on duty for employment in positions under its jurisdiction. The hours so established shall be construed as the normal work day or work week. The normal work week shall be established annually by the Selectboard ~~and or Trustees~~ after approval of and in accordance with the annual operating budget.

B. General Obligations

Every employee shall fulfill to the best of his or her ability the duties and responsibilities of the employee's position. The employees shall, during their hours of duty, be subject to such other laws, rules and regulations that pertain thereto, devote their full-time attention and efforts to their office and employment. Employees shall not use their positions to secure special privileges or exemptions for the employee or others. Employees shall not use town ~~and or village~~ property or equipment without written authorization from the Selectboard ~~and or Trustees~~ or its authorized representative for the employee's private use or for any use other than that which serves the public interest. Such private use of town ~~and or village~~ property or equipment is seriously discouraged and shall be approved only in emergency situations as determined by the Selectboard ~~and or Trustees~~ or its authorized representative.

No town ~~and or village~~ employee shall purchase any goods or services for personal use through town ~~and or village~~ credit or cash accounts, contracts, tax exempt purchasing, or in any way take advantage of discounts or tax-exempt status of the town ~~and or village~~ for personal gain.

C. Attendance

All employees shall be expected to report for duty in accordance with the terms of their employment. It shall be the duty of the employee to notify the Department Head to take leave in accordance with the requirements of this policy. Any unexcused absence may be cause for disciplinary action by the Department Head. A Department Head shall be able to excuse a subordinate from reporting or being present for duty for proper cause, and in accordance with this policy.

D. Political Activity

An employee shall not use his or her official authority for the purpose of interfering with or affecting the nominations or election of any candidate for public office in the Town ~~and Village~~ of Johnson. This rule is not to be construed to prevent a town and or village employee from becoming or continuing to be a member of any political party or from attending political meetings or signing petitions for a candidate for public office.

E. Receipt of Gifts

No person in the service of the Town ~~and Village~~ of Johnson shall either directly or indirectly give, render, pay or receive any service or other valuable thing for or on account of or in connection with any appointment, proposed appointment, promotion or proposed promotion. **Employees should avoid any actions that create a perception that favorable treatment of outside entities by the Town was sought, received or given in exchange for personal or business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment, or any other benefits from persons or companies with whom the Town does or may do business with.**

GIFTS, GRATUITIES, AND BUSINESS COUTESIES

Employees shall not directly or indirectly ask, demand, exact, solicit, accept, or receive a gift, gratuity, act, or promise beneficial to that individual or another, which could influence any action or inaction associated with their official duties on behalf of the Town, or create the appearance of impropriety in connection with any actions or inactions associated with their

official duties on behalf of the Town. Violations can lead to disciplinary action, up to and including immediate termination of employment.

ACCEPTING BUSINESS COURTESIES

Employees should not feel any entitlement to accept and keep a business courtesy and must never give the impression that the acceptance of a courtesy will lead to a new or renewal of an existing business contract or preferential treatment by the Town of any kind. Let common sense and business ethics prevail. However, when in doubt, it is best for employees to politely refuse the gift or courtesy and seek clarification from their supervisor. Violations can lead to disciplinary action, up to and including immediate termination of employment.

Reporting Fraud and Misconduct

It is expected that should an employee witness or become aware of acts of fraud, misconduct, harassment, or inappropriate behavior of any kind, it will be reported immediately to their Supervisor, the Town Administrator or a Selectboard member. Failure to report inappropriate behavior can lead to disciplinary action, up to and including immediate termination of employment.

Any employee who receives a gift or is offered a gratuity having a value of \$50.00 or more, from any source by virtue of the fact that he or she is a town ~~and or village~~ employee shall within twenty-four hours inform the Department Head. Failure to report such gifts or gratuities, or offer thereof, may present grounds for suspension or dismissal. The Department Head shall, in turn, inform the Selectboard ~~and or Trustees~~ or its authorized representative of all gifts and/or gratuities offered, or received by the department whether individual or collective. The Selectboard ~~and or Trustees~~ will decide whether or not such gifts and/or gratuities may be accepted.

F. Contracts

No ~~elective or appointive~~ **elected or appointed** officer or employee of the Town ~~and Village~~ of Johnson shall be beneficially interested directly or indirectly in any contract with the town ~~and or village~~, regardless of amount; or furnish any material, or perform any labor pursuant to such contract, except in the discharge of his or her official duties, unless such contract shall have been awarded upon bids advertised for by publication. Such publication shall be at least one (1) time in a newspaper having general circulation within the town and or village; such publication shall be at least seven (7) days prior to the opening of such bids. No officer or employee of the town ~~and or village~~ shall take part in any decision concerning the business of the town ~~and or village~~ in which he or she has a direct or indirect financial interest, aside from his or her salary as an officer or employee, greater than any other citizen or taxpayer in the town ~~and or village~~. This section shall not apply in the event of an emergency where immediate action shall be deemed more important to the town ~~and or village~~ than the receipt of formal bids.

G. Resignation

An employee who resigns his or her employment with the town ~~and or village~~ shall be deemed

to be terminated in good standing if he or she gives reasonable notice (2 weeks) to the Selectboard ~~and or Trustees~~ or its authorized representative of the employees intention to resign and if other circumstances of the termination are such as to justify good standing. Any request for written references for current or former employees from a person who would be representing the town ~~or village~~ in an official capacity, as opposed to a personal reference, shall be accompanied by a written release from the employee and shall be reviewed and approved by ~~the Trustees or~~ Selectboard, as appropriate, prior to being issued.

H. SEXUAL HARASSMENT POLICY

It is against the policies of this employer, and illegal under state and federal law, for any employee, male or female, to sexually harass another employee. This employer is committed to providing a workplace free from this unlawful conduct. It is a violation of this policy for an employee to engage in sexual harassment.

What is "sexual harassment"

Sexual harassment is a form of sex discrimination and means ~~unwelcome~~ **any** sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- (2) submission to 'or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
- (3) the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include, but are not limited to the following, when such acts or behavior come within one of the above definitions:

either explicitly or implicitly conditioning any term of employment (e.g. continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;

touching or grabbing a sexual part of an employee's body;

~~touching or grabbing any part of an employee's body after that person has indicated, or it is known, that such physical contact was unwelcome;~~

continuing to ask an employee to socialize on or off-duty when that person has indicated he/she is not interested;

displaying or transmitting sexually suggestive pictures, objects, cartoons, or posters ~~if "it is known or should be known that" the behavior is unwelcome;~~

~~continuing to write **writing** sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;~~

referring to or calling a person a sexualized name ~~if it is known or should be known that the person does not welcome such behavior;~~

regularly telling, **any and all** sexual jokes or using sexually vulgar or explicit language in the presence of a person ~~if it is known or should be known that the person does not welcome such behavior;~~

retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g. ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);

derogatory or, provoking remarks about or relating to an employee's sex or sexual orientation;

harassing acts or behavior directed, against a person on the basis of his or her sex or sexual orientation;

off-duty conduct which falls within the above definition and affects the work environment.

What this employer will do if it learns of possible sexual harassment

In the event this employer, receives a complaint of sexual harassment, or otherwise has reason to believe that sexual harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The employer is committed, and required by law, to take action if it learns of potential sexual harassment, even if the aggrieved employee does not wish to formally file a complaint. Every supervisor is responsible for promptly responding to or reporting, any complaint or suspected acts of sexual harassment. Supervisor should report to: _____ or to: Town employees to the Board Chair, ~~Village employees to the Board Chair (the head of these organizations).~~ Failure by a supervisor to appropriately report or address such violation of this policy.

Care will be taken to protect the identity of the person with the complaint and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. It shall be a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action which affects the working environment of any person involved in this investigation.

If the allegation of sexual harassment is found to be credible, this employer will take appropriate corrective action. The employer will inform the complaining person and the accused person of the results of the investigation and what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Any employee, supervisor, or agent who has been found by the employer to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal.

If the allegation is not found to be credible, the person with the complaint and the accused shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified in this policy notice.

What you should do if you believe you have been harassed

Any employee who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop. If the employee does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective, then the person with the complaint is encouraged to report the situation as soon as possible to (who has been designated to receive such complaints or reports), or to her or his supervisor, or to (the head of this organization). It is helpful to an investigation if the employee keeps a diary of events and the names of people who witnessed or were told of the harassment, if possible.

If the complainant is dissatisfied with this employer's action, or is otherwise interested in doing so, she or he may file a complaint by writing or calling any of the following state or federal agencies:

1. Vermont Attorney General's office, Civil Rights Unit, 109 State Street, Montpelier, VT 05602, tel: (802) 828 -3171 (voice/TDD). Complaints should be filed within 300 days of the adverse action.
2. Equal Employment Opportunity Commission, 1 Congress Street, Boston, MA 02114, tel:(617) 565-3200 (voice), (617) 565-3204 (TDD). Complaints should be filed within 300 days of the adverse action.
3. Vermont Human Rights Commission, 133 State Street, Montpelier, VT 05633-6301, tel: (802) 828-2480 (voice/TDD). (Only if you are employed by a Vermont state agency.) Complaints must be filed within 360 days of the adverse action.

Each of these agencies can conduct impartial investigations, facilitate conciliation, and if it finds that there is probable cause or reasonable grounds to believe sexual harassment occurred, it may take the case to court. Although employees are encouraged to file their complaint of sexual harassment through this employer's complaint procedure, an employee is not required to do so before filing a charge with these agencies.

In addition, a complainant also has the right to hire a private attorney, and to pursue a private legal action in state court within 3 or 6 years, depending on the type of claims raised.

XIII. HOSPITALIZATION, MEDICAL AND DENTAL INSURANCE

- A.** Upon hire a full-time, permanent part-time, or eligible limited term Town ~~and Village~~ of Johnson employee or qualified elected official will become eligible to receive an employer contribution towards health insurance coverage as then offered by the town ~~and or village~~ under Vermont Health Connect or such programs then in effect. The town ~~and village~~ will announce annually the employer contribution to be made towards health insurance.
- B.** All full-time or permanent part-time Town ~~and Village~~ of Johnson employees are eligible to participate in the Dental Group Insurance Program, as then offered by the Town, upon hire at

the pro rated basis as established in this policy.

- C. The Town ~~and Village~~ of Johnson has established a Cafeteria Plan in accordance with IRS regulations for the purpose of providing a premium conversion plan and flexible spending accounts. The Cafeteria Plan, as announced annually by the town and village, shall be the controlling document for a determination of eligibility for these benefits.
- D. The Town ~~and Village~~ of Johnson have established Health Savings Accounts for qualified individuals and, will establish a Health Reimbursement Account. If the cost of the health insurance plan selected by the employee is less than the contribution amount provided by the employer, the difference shall either be deposited in the Health Reimbursement Account or, if eligible a Health Savings Account. If the cost of the health insurance plan selected by the employee is more than the contribution amount provided by the employer, then the difference shall come from a payroll deduction.

XIV. RETIREMENT

- A. The Town ~~and Village~~ of Johnson participates in the Social Security Program and all employees are required to participate in this program. In addition, the town and or village belongs to the Vermont Municipal Retirement System (VMERS). **Enrollment of all eligible the employees (full time at least 24 hours per week) is a condition of the town and or village's participation in the program and is therefore a condition individual employment.** An employee contribution is required (in addition to the employer contribution) which rate is set by VMERS. The employee contribution is made in the form of a payroll deduction. The employee will be provided information on VMERS plans available to employees.

XV. LEAVES OF ABSENCE

A. General Policy

1. The following types of leaves are officially established: holiday, CTO leave, parental and family leave, leave without pay, and compensatory leave (time off in lieu) All leaves may be granted by the Department Head in conformance with rules established for each type of leave. All Department Heads shall maintain permanent records of any absence from duty of their employees and these shall be given to the town and or village Payroll Officer who is the official timekeeper.

2. Employees receiving either Worker's Compensation or weekly indemnity payments during the period in which the holiday falls will be ineligible to receive holiday pay from the town and or village.

B. COMBINED TIME OFF PROGRAM

1) PURPOSE

The combined time off program combines accrued vacation, sick time, **and** personal time ~~and two floating holidays~~ into one "bank" called Combined Time Off (CTO). The purpose of this program is:

- a. To provide employees with increased flexibility and control with regard to their time off,
- b. To provide employees with an incentive for good attendance,
- c. To encourage planned absence in advance so that adequate staffing can be maintained, and,
- d. To promote an efficient and simplified method of administering time off with pay.

2) ELIGIBILITY

After successfully completing six months of employment, eligible employees will be credited with CTO equal to a six-month accrual. Employees may “borrow” CTO for holiday time only during those first six months.

3) ACCRUALS

CTO accrues in increments of hours after each weekly payroll is run. Accrual is based on length of service and hours worked in the designated work week. Hours less than 40 hours per week will be pro-rated as per attached chart. Changes in accrual rates resulting from length of service shall take place on the first day of the fiscal year of the Town or Village as follows: An employee whose hire date occurs within the calendar year following the January 1st date shall be entitled to the increased accrual rate on the first day beginning on that January 1st.

4) MAXIMUM CTO BALANCE

The maximum balance allowed in an employee’s CTO bank is one and one-half times their annual accrual rate. Any CTO time over 1½ times the annual accrual amount will automatically be rolled over by the payroll officer, at the end of the Town or Village fiscal years, to a Sick Leave Reserve Bank.

5) SICK LEAVE RESERVE

a) Sick Leave Reserve can be used in the event an employee has a bona fide illness, injury, physically disabling condition including pregnancy, or if he/she must care for an ill member of his/her immediate family. Those included in the definition of immediate family are individuals permanently residing in the employee's home including spouse/ domestic partner/ civil union partner, children, parents, parents-in-law, or other relatives permanently residing in the home. Appointments with physicians, dentists, or other health care providers that take place during normal working hours may be claimed.

b) Time from an employee's CTO bank may be transferred into his/her Sick Leave Reserve (SLR) bank. Sick Leave Reserve time, however, cannot be transferred to CTO. An employee must call in if he/she is going to be out. Doctor's notes may be required. Call-ins for emergencies or illness are required to use sick leave reserve.

c) **Maximum Accrual for Sick Leave Bank.** The maximum accrual for Sick Leave Bank shall be 480 hours. The maximum payout upon retirement or death of employee (while still fully employed by ~~the Town of Village~~) shall be capped as follows:

- i) The cap for payout shall be a maximum of 480 hours.
- ii) The maximum payout shall be 25% of actual accrued hours up to the cap of 480 hours.

6) CATASTRPHIC SICK LEAVE BANK.

Employees who reach the maximum accrual of 480 hours under Sick Leave Bank may have those hours transferred into the Catastrophic Sick Leave Bank. The Catastrophic Sick Leave Bank may be used by the employee only for his/her disability condition as defined in the Policy, and only after all CTO and Sick Leave Reserve have been exhausted.

Disability is defined as: a physical disease, injury, pregnancy or mental disorder which results in them being unable to perform with reasonable continuity the material duties of their job description and to suffer at least 25% of their pre-disability earnings when working in their assigned job.

No payments from the bank will be paid out if:

- 1) The employee is not under the care of a physician in a specialty appropriate to the disabling condition;
- 2) Is able to work part time but chooses not to;
- 3) Is not participating in good faith in a plan of medical treatment or vocational re-habilitation unless the disability prevents them from doing so.

7) NEGATIVE BALANCE

Under no circumstances will a CTO bank be allowed to have a negative balance. If leave time is required and the employee has no hours available, it shall be taken as leave without pay.

8) TERMINATION

Upon termination, employees who have completed at least six months of continuous service are entitled to payment of any accrued CTO balance up to their maximum as defined in the policy.

9) UTILIZATION OF COMBINED TIME OFF

- a. Time off schedules are subject to the approval of your Department Head(s) and requests should take into consideration both the needs of the town and the employee.
- b. CTO may be taken in any increment of not less than 15 minutes.
- c. Management of CTO is the responsibility of the individual. Employees may use CTO for planned time off, their own illness, or the illness of a family member, etc.

- d. Overtime pay will be paid only for actual hours “worked”. CTO will not be paid out at overtime rates. CTO will accrue and be paid out at regular pay rates and will be based on the number of hours in the regular work week of the employee.
- e. If an employee is unable to report to work for any reason, it is his/her responsibility to notify his/her supervisor as soon as possible prior to the start of the workday. If the employee is unable to reach the supervisor, he/she should notify the Municipal Offices or follow the department's procedure for notification. Failure to notify of an absence before the start of the workday means the absence is unauthorized and can lead to disciplinary action.

10) ACCRUAL RATES

The accrual rate is based on the assigned FTE status. Any work performed above the regularly assigned hours will not count towards time off.

Years of Service	FTE	Hours Assigned/Week	Accrual Rate/Week	Annual Accrual Hours
After 1 year	Full Time	40	3.38	176
	Full Time	45	3.81	198
	0.9 FTE	36	3.04	158
	0.8	32	2.70	141
	0.7	28	2.37	123
	0.6	24	2.02	105
	0.5	20	1.70	88
After 2 years	Full Time	40	4.15	216
	Full Time	45	4.67	243
	0.9 FTE	36	3.74	194
	0.8	32	3.32	173
	0.7	28	2.91	151
	0.6	24	2.49	129
	0.5	20	2.07	108
After 5 years	Full Time	40	4.92	256
	Full Time	45	5.54	288
	0.9 FTE	36	4.43	230
	0.8	32	3.94	205
	0.7	28	3.44	179
	0.6	24	2.95	153
	0.5	20	2.46	128

After 10 years	Full Time	40	5.69	296
	Full Time	45	6.40	333
	0.9 FTE	36	5.11	266
	0.8	32	4.55	237
	0.7	28	3.98	207
	0.6	24	3.40	177
	0.5	20	2.84	148

11) HOLIDAY TIME

Holiday pay is based on a maximum of an 8 hour day at regular pay rate. If required to work on an observed holiday (except floating holidays), the employee will be compensated at one and a half time regular rate of pay in addition to their Holiday pay.

The following holidays are observed:

New Year's Day, Dr. **Martin Luther King's Birthday**, President's Day, ~~Town Meeting~~, Memorial Day, **Juneteenth**, Independence Day, Labor Day, **Indigenous People's Day**, Veteran's Day, Thanksgiving Day, **the adjacent following day**, Christmas Eve, and Christmas. ~~There shall also be two Floating Holidays, which are included in the CTO time allocations above.~~

C. Parental and Family Leave

1. Any employee as defined in VSA Title 21, Section 472, who works over 30 hours per week, shall be entitled to take unpaid leave for a period not to exceed twelve (12) weeks (within any 12 month period) during the employee's pregnancy and following the birth or adoption of his or her child.
2. Any employee as defined in VSA Title 21, Section 472, who works over 30 hours per week, shall be entitled to take unpaid family leave for a period not to exceed twelve (12) weeks (within any 12 month period) to care for a seriously ill spouse, child, stepchild, ward, foster child, parent, or parent of the employee's spouse.
3. Accrued sick leave or vacation leave, not to exceed six (6) weeks, consistent with existing policy, may be used by the employee during parental or family leave. However, utilization of accrued vacation leave shall not extend the leave provided in subsection "A" above.
4. The employer shall continue employment benefits for the duration of the leave. The employer may require that the employee pay the entire cost of the benefits during the leave at existing employer rates.
5. Written notice of intent to take parental leave shall be given the employer, including date of leave expected to commence and estimated duration of the leave, six weeks prior to the anticipated commencement of the leave. Upon approval by the Selectboard and ~~or Trustees~~

or its authorized representative, an employee may return from leave earlier or later than estimated.

6. Upon return from parental leave, the employee shall be offered the same or comparable job at the same level of compensation, employment benefits, seniority or any other term or condition of employment existing on the day leave began. 21 VSA 472.

7. Except for serious illness, an employee who upon completion of family leave does not return to the employment of the Town ~~and Village~~ of Johnson, will have to return to the town ~~and or village~~ the value of any compensation paid to or on behalf of the employee during the leave except payments for accrued sick leave or vacation leave.

8. The Selectboard ~~and or Trustees~~ may authorize leave, under this section, for regular part time employees working less than 30 hours per week on a case by case basis at their sole discretion.

9. The benefits provided under this section shall run concurrently with and supplement any benefit to which an employee may be entitled to under the Federal Family and Medical Leave Act of 1993. Entitlement to a benefit under the Federal Family and Medical Leave Act shall be determined on the basis of a rolling 12 month period.

D. Civil Duty and Jury Leave

1 All full-time employees entitled to vote in national, state, and Municipal elections shall, when necessary, be allowed sufficient time off with pay to exercise this right. Approval of such leaves shall be given by the Department Head.

2 Should any full-time employee be called for jury duty within any state or federal judicial court, the town and or village shall pay to the employee the difference between the employee's actual salary and that received from the court.

E. Leave of Absence Without Pay

1 All requests for leaves of absence without pay shall be submitted in writing to the appropriate Department Head and shall set forth the purpose of which the leave is requested. Department Heads will approve/disapprove except for requests for leaves in excess of 5 days, which shall be forwarded to the Selectboard and or Trustees for decision.

XVI. PAY PLAN

A. Regular, Overtime and Comp Time Pay Rules

1. In accordance with the provisions of the Fair Labor Standards Act, as amended, it shall be the policy of the Town ~~and Village~~ of Johnson to pay one and one half (1 1/2) times the hourly rate of pay to all employees (except elected officials and exempt salaried employees) for required work performed ~~in excess of eight (8) hours during a 24 hour period and for work performed~~ in excess of 40 hours per designated work week. Each employee shall fill out

his/her weekly time sheet and submit same to his/her Department Head for approval. No employee may work in excess of the number of hours in their assigned work week in a pay period without the authorization of his/her supervisor. The designated work week shall commence at 12:00 a.m. on ~~Friday~~ **Monday** morning and end at 11:59 p.m. on ~~Thursday~~ **Sunday** night, unless modified by the Selectboard ~~and or Trustees~~.

2. The town ~~and or village~~ may offer non exempt employees compensatory time (time off in lieu of pay) in accordance with FLESA requirements as follows: 1) comp time is agreed to by the town ~~and or village~~ and the employee; 2) comp time can be accrued to a maximum of 40 hours, thereafter, overtime will be paid to the employee in cash (payroll); 3) comp time is to be scheduled with the Department Head at the request of the employee and may be used, within a reasonable time period of the request, provided the Department Head concludes the request will not unduly disrupt the operations of the municipality. Any unused comp time at the time of termination of an employee will be paid out in cash in accordance with FLESA provisions.

3. An hourly employee shall be paid for the actual number of hours worked, as per approved time sheets, during each pay period. Salaried employees shall be paid an annual rate divided by the number of pay periods per year.

4. The provisions of these regulations shall prevail except in cases where contrary contractual agreement exists between the employee and the Selectboard and or Trustees.

5. Exempt Full time Employees (*salaried*) who work more than 40 hours in a given work week due to attendance at meetings, etc., may use those hours above 40 hours as compensatory time off as follows: 1) to reduce the number of hours worked in a subsequent work week; 2) may be accrued to a maximum of 40 hours annually; 3) may not be carried over to a future year; 4) are not subject to cash payment for unused time at termination of employment; 5) must be used as time off and not as a cash payment.

6. Exempt Permanent Part Time Employees who work more than their assigned work week hours in a given work week due to attendance at meetings etc., may use those hours above the assigned hours as follows: 1) to reduce the number of hours worked in a subsequent work week; 2) may be accrued to a maximum of the number of their assigned work week hours annually; 3) may not be carried over to a future year; 4) are not subject to cash payment for unused time at termination of employment; 5) must be used as time off and not as a cash payment. **Exception:** The employee shall be paid at the regular (or agreed upon) rate of pay for any hours above their assigned work hours for which they are asked to perform services in addition to their normal duties.

B. Call In Pay

The Selectboard ~~and Trustees~~ shall separately define the Call in Pay Policies for their own Departments by Written Policy, which shall govern Call in Pay issues.

XVII. WORKPLACE HEALTH AND SAFETY

A. Vermont Occupational Safety Hazards Act (VOSHA)

1. In the interest of the safety and well-being of town ~~and or village~~ workers, all employees shall acquaint themselves with the rules and regulations of the Vermont Occupational Safety Hazards Act (VOSHA). All Department Heads shall be responsible for enforcing safety rules as required by VOSHA and/or adopted by the town ~~and or village~~.

2. All employees shall conduct themselves in a safe manner at all times in accordance with these regulations and shall not violate the VOSHA regulations. Any defective, unsafe equipment, or practice or any known medical or psychological condition which creates a danger to the worker, a co-employee or the public shall immediately be brought to the attention of the Department Head and use of such unsafe equipment or practice shall cease immediately

B. Smoking Policy

1. In accordance with Vermont Statutes Annotated Title 18, Section 1421, et seq., and 1742 and 1743, the Town ~~and Village~~ of Johnson is committed to providing a smoke free workplace. Smoking in any form is prohibited in all enclosed indoor places of publicly owned buildings ~~and~~ offices **and vehicles owned by the Town of Johnson**. Upon request of an employee, and with the agreement of the other employees, a smoking area may be designated in an unenclosed outdoor place of the publicly owned building. An employee's failure to comply with the smoking policy shall constitute cause for disciplinary action, and the failure of the town ~~and or village~~ to implement or enforce the policy shall be grounds for a grievance procedure by an aggrieved employee, and any violations shall be promptly remedied.

C. Drug Testing

1. In accordance with the Omnibus Transportation Employee Testing Act of 1991 all town ~~and or village~~ employees who are required to hold commercial drivers licenses shall be subject to pre-employment and regular random drug and alcohol testing in accordance with the Department of Transportation rules and procedures.

2. Employees who are found to be using illegal drugs or alcohol on the job will be subject to immediate dismissal.

3. Employees are subject to the CDL Drug and Alcohol Policy as adopted by the Selectboard and or Trustees on __/__/__, and as amended from time to time.

XVIII. PHYSICAL EXAMINATION

Any employee performing safety sensitive functions and or holding a CDL license may be required to have a physical exam at the expense of the town ~~and or village~~ at least every two years. The Selectboard and or Trustees may require a physical exam any time there exists a documented health concern about the ability of an employee to safely perform their duties, consistent with the essential functions as defined in their job description and any other applicable work practices or rules.

XXIX. PERSONNEL RECORDS AND RELEASE OF INFORMATION

- A. The ~~Board of Selectmen~~ **Selectboard** shall maintain a personnel file on each town ~~and or~~ village employee. An employee's personnel file shall contain relevant information regarding the employee's employment with the town ~~and or village~~ including, without limitation, a job description for the employee's position, the employee's application for employment, information regarding pay and benefits, evaluations and written reprimands. The personnel files shall be maintained at the Town offices in a place that is secure from access by the public or town ~~and or village~~ employees. An employee may review his or her personnel file upon request to the ~~Board of Selectmen or Trustees~~ **Selectboard** and at a time when a member of the ~~Board of Selectmen or Trustees~~ **Selectboard** or designated representative may be present.
- B. Personnel records of town ~~and or village~~ employee are considered confidential. Requests for information concerning an employee's or former employee's job history, job performance, and circumstances of job termination, and for access to personnel records (other than by town and or village officers, employees and agents who need such access for bona fide town and or village purposes) shall be denied except as follows:
- (1) a current or former employee's dates of employment and job title(s) will be provided upon request addressed to the **Selectboard** ~~Board of Selectmen or the Board of Trustees~~ ; and
 - (2) upon receipt of a written waiver and consent to a full release of information (see attached form), executed by the employee or former employee, requests for further information will be answered by the town and or village.

Where the privacy rights of others, or public policy interests of the town and or village, are involved, town and or village officers may exercise their discretion in limiting access by third parties to information in personnel files, despite waiver and consent by the employee.

XXX NON-DISCRIMINATION POLICY

- A. The policy of the Town ~~and Village~~ of Johnson is to maintain and promote equal employment opportunity. The town ~~and or village~~ will select candidates for employment on the basis of the candidate's qualifications for the job and treat employees fairly with respect to all aspects of employment, including compensation, evaluation and opportunity for training and advancement without regard to age, sex, race, religion, color, sexual orientation, place of birth, ancestry, physical or mental condition, or national origin. Equality in such opportunities has been and is the basic policy of the town and or village.
- B. Any employee who believes that any practice or action of the town and or village is inconsistent with this policy of non-discrimination should bring such matter to the attention of the ~~Board of Selectmen~~ **Selectboard** promptly and should pursue the grievance policy and procedure set

forth in these Personnel Regulations if the matter is not resolved

Receipt

I hereby acknowledge receipt of this Personnel Policy and agree to familiarize myself with it.

signature of employee

date