

Town of Johnson Selectboard
Meeting Municipal Building
Monday, August 3, 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 July 20, 2026

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 Tasha Wallis Updates Selectboard on LCPC Services | Discussion
7. 7:00-7:10 Gomo Property Easement | Discussion and Possible Vote
8. 7:10-7:20pm Industrial Park Bid Documents | Discussion and Consider Vote
9. 7:20-7:30pm Community Food Shelf Old Mill House | Review and Consider Vote
10. 7:30-7:40pm Assessor Reports Errors and Omissions Related to Commitment | Discussion and Consider Vote
11. 7:40-7:50pm Skate Park Water Project | Discussion and Consider Vote
12. 7:50-8:00pm Tree Removal Behind Library | Discussion and Consider Vote
13. 8:00-8:10pm Gomo Forestry Contract | Review and Consider Vote
14. 8:10-8:20pm Call in Pay | Discussion and Consider Vote
15. 8:20-8:30 pm Lendway Lane | Discussion and Consider Vote
16. 8:30-8:40pm Update Personnel Policy | Review and Consider Vote
17. 8:40-8:50pm Update Procurement Policy | Discussion and Consider Vote
18. 8:50-9:00pm Events Committee Follow up | Discussion and Consider Vote
19. Old Business: Capital Budget and Plan, Joint Properties, Scribner Bridge Grants, Buyout Property Planning/Old Library location, Gravel Pit, Speed and Stop Sign Ordinance, Speeding, Discussion on creating revenue for the Town,

Adjourn

Option to join by Zoom*: <https://us02web.zoom.us/j/3446522544?pwd=VkNZZE5tMW5PaEhidVpnUjRxSkxGdz09>
+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544
Passcode: 15531

John,

Thank you for speaking with me yesterday. As we discussed, LCPC is dedicated to serving the ten towns and five villages in Lamoille County. For Towns and Villages without professional planning staff we often assist Planning Commissions with work on Town Plans and bylaws. This work is driven by the community and we provide technical expertise and support. We have worked with the Jonhson Planning Commission on many occasions in the past. I understand LCPC Deputy Director has been in touch with the chair of the planning commission and will be providing assistance regarding Form Based code going forward.

Please do not hesitate to contact us if you have any questions or need assistance on planning matters going forward. We look forward to continuing to work with you.

Tasha Wallis

Executive Director

Lamoille County Planning Commission

52 Portland Street | 2nd Floor | PO Box 1637 | Morrisville, VT 05661

email: Tasha@lcpvvt.org | **website:** www.lcpvvt.org

direct dial: 802-851-6346 | **main number:** 802-888-4548

**LCPC AWARDED CDBG-DR GRANT
FOR
COUNTY WIDE
FLOOD RESILIENCY & MITIGATION PLANNING & PROJECT DEVELOPMENT**

In December of 2025, LCPC was awarded funding through the Community Development Block Grant Disaster Recovery (CDBG-DR) program to advance long term flood mitigation and resiliency in Lamoille County. This four-year planning and project development endeavor has three focuses: Flood Restoration and Mitigation, Critical Facilities and Services, and Community Adaptation.

Component 1: Flood Restoration and Mitigation Planning & Project Development

Prioritizing municipalities inundated during the 2023 & 2024 flood events, the goal of this work is to reduce surface water elevations and velocities, leading to reductions in damage, loss, and disruption. Four sites were identified for advancement through hydraulic and hydrologic modeling and community engagement.

Morristown, VT/ Lamoille River

Location: Oxbow Park

Proposal: At Grade Floodplain Restoration with Revegetation & Community Use/ Benefit Plans.

Johnson, VT / Gihon River

Location: VT-15 Bridge and Buyout Properties

Proposal: Flood Mitigation and Floodplain Restoration with Revegetation & Community Use/Benefit Plans.

Johnson, VT / Lamoille River

Location: Wescom Property and Buyout Properties

Proposal: Flood Mitigation and Floodplain Restoration with Revegetation & Community Use/Benefit Plans

Cambridge, VT / Seymour & Lamoille Rivers

Location: VT-15 Bridge and the Areas Surrounding the Confluence

Proposal: Flood Mitigation, Floodplain Restoration, Revegetation & Streambed Restoration Plans.

Component 2: Critical Facilities & Services Planning & Project Development

Wolcott Fire and Highway Facility Relocation

In July of 2023, the fire and highway facility was inundated by two feet of water resulting in significant damage to the structure and its contents. The goal of this work is to advance relocation of the facility through the identification of suitable alternative locations and

developing a viable relocation plan. Furthermore, it will investigate post-removal floodplain restoration and mitigation opportunities, if and where suitable.

Identification of Other Critical Facilities & Services

Other municipalities in Lamoille County share similar concerns related to the ongoing threat to critical facilities and services located in flood prone areas and a repeat of the damage, loss, and disruption endured during the recent flooding events. Through a community engagement process, this project will identify critical facilities and services that would benefit from relocation outside of flood prone areas and/or assist with the advancement of on-going relocation and/or mitigation efforts. Furthermore, this element of the project will investigate post-removal floodplain restoration and mitigation opportunities, if and where suitable.

Component 3: Community Adaptation Planning & Project Development

This component of the project will implement a three-prong county-wide approach to provide technical assistance with the following objectives 1) shift development outside floodplains and flood-prone areas, 2) recover from the impacts of recent flooding events and 3) develop long-term resiliency. This three-pronged approach is known as community adaptation planning and project development and offers three types of technical assistance to communities to address unmet needs and resilience building, which include 1) planning technical assistance, 2) infrastructure technical assistance and 3) housing technical assistance.

Planning technical assistance will assist municipalities in developing and/or updating municipal land use documents (i.e. ordinances, bylaws, plans, assessments, and mapping).

Infrastructure technical assistance will focus on infrastructure needs, including but not limited to expansion of public water, wastewater, electricity, and communication services to safer areas adjacent to Village Centers and Downtowns in order to shift community development outside of floodplains and flood-prone areas.

Housing technical assistance will identify resources to develop housing outside of floodplains and flood prone areas to offset losses and individual/household displacement caused by buyouts and/or abandonment with a goal to increase low to moderate income housing beyond units lost due to flooding.

Over the Summer, LCPC will begin requesting meetings with each of our municipalities to provide additional details and develop a list of potential projects.

To the Town of Johnson, VT

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Johnson Mixed-use Park along VT Route 15, Johnson, VT the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with NBRC financial assistance must be produced in the United States. For manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The (name of contractor or subcontractor)_____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (name of contractor or subcontractor)_____ understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s or Subcontractor’s Authorized
Official:_____

Name and Title of Contractor’s or Subcontractor's

Authorized Official (printed):_____

Date:_____

August xx, 2026

INVITATION TO BID

Johnson Mixed-use Park

Overview

Background – The Town of Johnson owns a 17-acre parcel of undeveloped land fronting on VT Route 15 across from Wescom Road (Jolley’s gas station and convenience store) in Johnson. The Town is seeking bids for site-grading and construction of infrastructure (water, sewer, stormwater, electrical and telecommunications) to develop a mixed-use (light industrial, commercial and/or residential) park. Construction will include work within VTrans’ right-of-way pursuant to a 1111 permit. Erosion control work must meet the stormwater 9020 permit requirements. The project plans for approximately 1,420 feet of new roadway, related underground utilities and a stormwater treatment basin. The project is partially funded by a Northern Borders Regional Commission grant, thus there are federal bidding, contracting, purchasing and other requirements.

How to Submit a Bid – Fully completed and signed bids on the attached Bid Form must be delivered to the Town of Johnson Office, P.O. Box 383, 293 Lower Main Street West, Johnson, VT, 05656 before the bid opening scheduled for 3:00 pm, prevailing time, on _____, 2026. A bid bond equal to 5% of the total bid must be included with the bid. Bids, in a sealed envelope addressed to the Town of Johnson, c/o Selectboard, and clearly marked on the outside, “Mixed-use Park Bid; (date)”, may be mailed to or hand delivered to the addresses listed above. Do not email the bid. Bids will be opened and read aloud in the Johnson Town Offices at the time bids are due. The bid opening will be open to the public, including bidders. Late bids will not be considered. For complete instructions and terms for submitting a bid see paragraph 1, Bid Preparation and Submission, in the Instruction to Bidders section.

Award of Bids – It is expected the Johnson Selectboard will consider the bids, evaluation thereof and take action to reject bids or conditionally award a contract during its public meeting on _____, 2026. The Selectboard reserves the right to postpone action to allow more time for evaluation of bids and bidders.

Contract Completion Date – The contracted work shall be completed on or before _____.

Standard Specifications -- Work within the VTrans ROW is governed by the attached 1111 permit.

Obtaining Plans – Plans may be obtained from Mumley Engineering, Inc., 46 Hutchins Street, Morrisville, VT, 05661 or phone (802) 851-8882, at a cost of \$50.00 per set made payable to Mumley Engineering. Plans are not returnable. For mailed documents, \$10.00 will be added to the acquisition

price. If plans are requested electronically, Mumley Engineering shall track all plan holders for possible addendum distribution.

Plans, specifications and proposal may be seen at the office of:

1. Mumley Engineering, Inc., 46 Hutchins Street, Morrisville, VT, 05661, or
2. Town of Johnson, 293 Lower Main Street West, Johnson, VT, 05656.

Questions – During the pre-bid phase of this project all questions shall be addressed solely to: Carl Rogers, Interim Community and Economic Development Specialist, Town of Johnson, ceds@townofjohnson.com; (802) 635-2611. Note, there will not be a pre-bid meeting. Interested bidders are encouraged to check the site and ask any needed questions early.

Federal Requirements –

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION: Certification is required by the Equal Employment Opportunity regulations of the Secretary of labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Generally only contracts and subcontracts of \$10,000 or under are exempt as set forth in 41 CFR 60-1.5. See Appendix A for Contractors EEO Certification Form (CA-109). This certification form must be submitted with the bid.

NON-COLLUSION AFFIDAVIT: All bidders are required to execute a sworn statement, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91). This affidavit must be submitted with the bid.

DEBARMENT AFFIDAVIT: All bidders are required to execute a sworn statement, certifying that the bidder has not within the last three (3) years been, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted or had civil judgment rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91). This affidavit must be submitted with the bid.

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT FORM (Prime Contractor): All bidders are required to complete this self-reporting form in its entirety and submit with the bid.

NON-DISCRIMINATION IN FEDERALLY ASSISTED CONTRACTS: Town of Johnson, VT hereby notifies all bidders that it will ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, religion, sex or national origin for an award. This is consistent with the Town's requirement to comply with provisions of Title VI.

DAVIS BACON WAGE REQUIREMENTS: Bidders agree to abide by the Davis Bacon Wage Rate Schedule, which are appended to these Contract Documents.

BUY AMERICA REQUIREMENTS: Buy America requirements of 23 CFR 635.410 are applicable to all Federal-aid construction projects. All steel or iron products permanently incorporated into Federal-aid projects, shall be products that have been entirely manufactured within the United States. All manufacturing processes of the steel or iron material, in a product, must occur within the United States to be considered of domestic origin. This includes process such as rolling, extruding, machining, bending, grinding, and drilling. The action of applying a coating to a material is deemed a manufacturing process subject to Buy America. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the material. Bidders must fill out, sign and submit the Buy America the attached certificate letter with their bid. Failure to submit the certificate letter may result in rejection of the bid.

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INSTRUCTIONS TO BIDDERS

Johnson Mixed Use Park

1. Bid Preparation and Submission

- a. Bidders are expected to examine the specifications, drawings, all instructions and, the construction site. Failure to do so will be at the bidders' risk.
- b. All bids must be submitted on the forms provided by the Town. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent's authority. (Bidders should retain a copy of their bid for their own records.)
- c. All bids shall be sealed in an envelope which shall be clearly marked on the outside with the words "Mixed Use Park Bid, (date)".
- d. This solicitation requires bidding on all items, failure to do so will disqualify the bid.
- e. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- f. Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph, facsimile (fax) machines, or electronically via the internet or email will not be considered.
- g. All blank spaces under the page(s) headed "Bid Form" must be filled in with ink or typewriter in both words and figures indicating the unit price for each respective bid item. The bid total shall also be entered in words and figures.
- h. In case of a discrepancy between a unit price written in words and one entered in figures, the price written in words shall govern.
- i. In case of a discrepancy between the bid total written in words and that entered as a figure, the adjusted figure shall govern.

- j. The estimated quantities are not guaranteed and can be adjusted as needed during the project, but are given as a basis for the comparison of bids.

2. Explanation and Interpretation to Prospective Bidders

- a. Any prospective bidder desiring an explanation or interpretation of the solicitation, specification, drawings, etc., must request it at least 10 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written addendum to the solicitation, if that information is necessary in submitting bids, or if lack of it would be prejudicial to other prospective bidders.
- b. Any information obtained by, or provided to, a bidder other than by formal addendum to the solicitation shall not constitute a change to the solicitation.

3. Addendum to Invitation for Bids

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Bidders shall acknowledge receipt of any addendum to this solicitation by identifying the addendum number and date on the bid form. Bids which fail to acknowledge the bidders receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the Town's requirements.
- c. Addenda will be on file in the Town offices at least 5 days before the bid opening.

4. Responsibility of Prospective Contractor

- a. The Method of Measurement and Basis of Payment for all contract items shall be lump sum, subject to the review and approval of the Town and/or the inspecting engineer.
- b. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal.
- c. A bidder may submit a unit bid price that is obviously below the cost of the item. If the Town awards and enters into a contract with a Bidder that has submitted a unit bid price that

is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.

- d. When "Optional Bid Items" are indicated in the proposal bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a bid price. If a bidder enters more than one unit price bid in a group of options, only the lowest total price will be considered as the basis of calculation for determining the low bidder and used in the contract.
- e. When "Alternate Bid Items" are indicated in the Proposal, bidders must bid on all pay items in each set of "Alternate Bid Items". Failure to bid on all the "Alternate Bid Items" in the proposal may result in rejection of the bid.
- f. When the Bid Form for a contract contains pay item(s) which have a quantity of one (1) and a unit price and total price entered, the work will be performed by the contractor according to the contract documents at the unit price listed if such item is determined to be needed by the Engineer.
- g. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.

5. Errors and/or Inconsistencies in Contract Documents

- a. By submitting a bid, a prospective bidder/contractor certifies that it shall assert no claim, cause of action, litigation, or defense against the Town unless notice was provided to the Town in writing of any error or inconsistency discovered in the plans, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

6. Availability of Lands for Work, Etc.

- a. The lands upon which the Work is to be performed, rights of way and easement for access thereto and other lands designated for use by the contractor in performing the Work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes in the existing facilities are to be obtained and paid for by the Town unless otherwise provided for in the contract documents.

7. Familiarity with Laws, Ordinances and Regulations

- a. By submitting a bid an entity certifies that it is familiar with all Federal, State and local laws, ordinances and regulations which affect in any way the materials, equipment, haul roads used in or upon the work, the conduct of the work, and the persons engaged or employed in the performance of the work to be performed pursuant to the contract.

- b. By submitting a bid an entity certifies that it shall forthwith report in writing to the Town any provision in the plans, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
- c. By submitting a bid a prospective Bidder certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the Town of the specific differing conditions immediately upon discovering or encountering the differing site conditions.
- d. An entity further certifies that if it fails to notify the Town of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the Town for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
- e. By submitting a bid a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the Town in claims, litigation, alternative dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.

8. Late Submissions, Modifications, and Withdrawal of Bids

- a. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a.) of this provision.
- c. The only acceptable evidence to establish the time of receipt at the Town Offices is the time/date stamp of the Town on the bid envelope, or other documentary evidence of receipt maintained by the Town.
- d. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids: provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized agent if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

9. Bid Opening

- a. All bids received by the date and time specified in the solicitation will be publicly opened and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present. In the event of unforeseen circumstances (severe weather, etc.) the Town reserves the right to postpone the reading of the bids for that contract. All bids for a contract will be opened at the same time and location at a later date.

10. Protests

- a. This Section sets forth the exclusive protest remedies available with respect to this solicitation. Each bidder, by submitting its bid, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this solicitation expressly in consideration for such waiver and agreement by the bidders. Such waiver and agreement by each bidder are also consideration to each other bidder for making the same waiver and agreement.
- b. A bidder may protest any determination regarding the proposed award of a Contract by filing a notice of protest by hand delivery or courier to the Town of Johnson Selectboard. Such notice shall be provided: (a) no earlier than the day of Town of Johnson issuance of the Notice of Award; and (b) no later than five (5) business days after Town of Johnson issuance of the Notice of Award. The notice of protest shall specifically state the grounds of the protest.
- c. Within seven (7) calendar days of the notice of protest the protesting bidder must file with the Town a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting bidder shall have the burden of proving its protest by clear and convincing evidence.
- d. Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation or qualified process and decisions there under.
- e. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except the Town of Johnson Selectboard, in its sole discretion, may decide to permit a hearing or argument if it determines that such hearing or argument is necessary for the protection of the public interest. The Town of Johnson Selectboard shall issue a written decision regarding the protest within thirty (30) calendar days after it receives the detailed statement of protest. Such decision shall be final and conclusive.
- f. If the Town of Johnson Selectboard concludes that the bidder submitting the protest has established a basis for protest, the Town of Johnson Selectboard will determine what remedial

steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new solicitation or taking other appropriate actions.

11. Rejection of Bids

- a. The Town may declare a Bid “Informal” and hence rejected if the bid shows any alteration of form, omissions or additions not called for in the bid, lacks proper signatures, is a conditional bid, has alternate bids unless required in the bid, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Town, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.
- b. The Town may reject a bid at the time of bid opening or following analysis to confirm the proposal.
- c. The Town may reject any or all bids, waive any or all technicalities, and/or advertise for new bids if the Town, in consultation with the Engineer, determines that the best interests of the Town will be served. The Johnson Selectboard reserves the right to waive any informalities or any irregularities, and to award the contract to a bidder whose bid may not be the lowest.
- d. The Town may reject a bid submitted without a completed Debarment and Non-Collusion Affidavit.
- e. The Town may reject a bid submitted without a signed Contractors Equal Employment Certification Form.
- f. The Town will reject a bid submitted without a Bid Bond.
- g. The Town may reject bids which fail to acknowledge the bidder’s receipt of any addendum if the addendum (addenda) contained information which substantively changed the Town’s requirements.
- h. The Town will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its Municipal Project Manager. Bids in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Town.
- i. Prospective bidders may be disqualified for various reasons including (a) Submission of more than one proposal for the same work by an entity under the same or different names, (b) Evidence of collusion among bidders, or (c) Any other cause for suspension or debarment.

12. Contract Award

- a. The Town will evaluate bids in response to this solicitation without discussions and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Town considering price and any price related factors specified in the solicitation. The Town reserves the right to investigate the financial condition (amount of resources) of any bidder to determine bidder's ability to assure service throughout the contract and meet the contract deadline. The Town may consider: the bidder's experience and reputation including past performance for the Town; the bidder's ability to meet other terms and conditions including insurance, bonds and grant requirements.
- b. Opened bids will be considered and submitted bids confirmed based on the summation of the products of the quantities shown in each bid's Schedule of Items multiplied by the unit prices bid. In the event of a discrepancy between the written bid amount and the alpha numeric figure, the written amount shall govern. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.
- c. The Town may reject any and all bids, waive any or all technicalities, and/or advertise for new bids if the Town determines that the best interests of the Town will be served.
- d. The Town may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- e. A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

13. Bid Guarantee

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the Town. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. **Failure to submit a bid guarantee with the bid shall result in rejection of the bid.** Bid guarantees of the two lowest bidders that have submitted bids that comply with all the provisions required to render them formal will be retained until the contract and bonds have been signed by all parties. Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within thirty-one calendar days following the opening of bids, thirty-two if the thirty-first day is a state holiday, all bids may be rejected and all guarantees may be returned.

14. Contract Bonds

- a. A successful bidder entering into a contract for any portion of the work included in a bid shall provide the Town sufficient surety in the form of; 1) a labor and materials bond, and 2) a compliance (aka performance) bond, both as required by 19 V.S.A. Section 10(8) and (9).
- b. Each bond shall be in a sum equal to one hundred percent (100%) of the contract awarded.
- c. The labor and materials bond shall guarantee payment in full of all bills and accounts for materials and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.
- d. The compliance bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.
- e. The form of the bond shall be that provided by the Town, and the surety shall be acceptable to the funding agency. The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

15. Insurance

- a. After an award is made and before the contract is signed, the successful bidder must submit to the Town a certificate of insurance attesting to workers' compensation, commercial general liability, and automobile liability coverage. Workers' compensation coverage must be at least state minimums. General liability and automobile liability must have at least two million dollars coverage.

16. Signing the Contract and Pre-Construction Meeting

- a. The entity to which the Contract has been awarded shall sign the contract documents and return them to the Town within thirty (30) calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within fifteen (15) calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the bid guarantee/bid bond. Further, if the award or the contract is annulled, or if the contract is not awarded due to in(action) of the lowest responsible bidder that has submitted a bid that complies with all the provisions required to make it formal, the bid guarantee accompanying the bid shall become the property of the Town, not as a penalty but as liquidated damages.
- c. If the award or the contract is annulled, the Town may award the contract to the next lowest responsible bidder that has submitted a bid that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).
- d. Failure by the contractor to sign the contract within the time provided by this Subsection shall not be reason for an extension of the contract completion date.

- e. When the construction contract is fully signed, the Town and its consulting engineer will arrange a pre-construction meeting at mutually agreeable time with the contractor.
- f. Bi-weekly job meetings attended by appropriate representatives of the Town, its consulting engineer and the contractor shall be held. Details to be determined during the pre-construction meeting.

17. Invoicing, Payment

- a. The contractor may bill the Town bi-weekly or monthly and shall inform the Town of its choice during the pre-construction meeting.
- b. As stated in paragraph 4, subsection a, the Method of Measurement and the Basis of Payment shall be lump sum. The contractor may bill for the approximate percentage of work completed during the billing period. If the Town disagrees with a billed percentage for any bid items, the Town shall attempt to come to an agreement with the contractor. If the parties cannot reach an agreement, the Town's position shall prevail.
- c. The Town will retain 10% of the total billed each billing cycle. The sum of the retainage shall be paid to the contractor when the project is deemed substantially complete.

18. Prompt Pay Compliance

- a. Vermont's Prompt Pay Statute requires payment from primes to subs within 7 days of primes receiving payment. Vermont State Statutes Annotated, Title 9, §4003 provides:
"Notwithstanding any contrary agreement, when a subcontractor has performed in accordance with the provisions of its contract, a contractor shall pay a subcontractor, and each subcontractor shall in turn pay its subcontractors, the full or proportional amount received for each such subcontractor's work and materials based on work completed or service provided under the subcontractor, seven days after receipt of each progress or final payment or seven days after receipt of the subcontractor's invoice, whichever is later."

19. DBE Requirements

There are to be no mandatory Contract goals for DBE compliance on this project.

20. Contract Documents

Construction Planset:

If a bidder suspects or determines the proposal is incomplete, notify Carl Rogers, Town of Johnson, ceds@townofjohnson.com, (802) 635-2611.



The Old Mill House, home of the Johnson Food Pantry

Water Line Work & Estimate Specs

OVERVIEW:

Install approximately 150' of water line down 6'.

Includes:

- moving one or two sections of 5 ft. coated chain link fence.
- cutting a 48" width strip of asphalt road and moving chunks for re-use.
- hook up to town-purchased water fixture & 2 curb stops.
- backfill the fixture site with 3/4" clean stone.
- compact every 18" lift upon back fill.
- the area where asphalt was removed should be covered with gravel, and compacted.
The town will add cold pack asphalt in late fall.

Other:

Approximately 5 tons, 3/4 stone, brought to site

If needed, rent cutoff saw and blade

Prep: take down 1 or 2 sections of 5' chain link fence; put back after work completed

If needed, remove a few low branches of evergreen tree near meter shed.

July 22, 2026 - RFP for work at town Skate Park, 178 Wescom Road, Johnson, VT

The new water line will start at the water meter shed. It will run across asphalt road and unpaved parking area, and thru a mowed grass area to the point shown in photo below.

A site visit is required for topography & other site information.

Shed (outlined), view from Sk8Park.



Site section, 178 Wescom Rd. Park parcel is south of the VT Electric Coop on Rt. 15.





Tree Behind Library









Procurement Policy

Town of Johnson, Vermont

SECTION 1 PURPOSE:

The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Johnson at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, to provide an accountability and protection for those individuals charged with the responsibility to make purchasing decisions, and to provide for increased public confidence in the procedures followed in public purchasing.

SECTION 2 AFFIRMATIVE ACTION AND LOCAL PREFERENCE:

Whenever possible, qualified small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases. If the purchase is federally funded in whole or in part, minority and women owned businesses must be included in the solicitation lists and all other affirmative action requirements outlined in the grant provisions must be followed. The Town may exercise a preference for local businesses for purchases funded exclusively by the • Town but only if such a preference does not result in unreasonable prices or rates due to a lack of competition. For purchases funded in whole or in part with federal funding the Town may not exercise a preference for local businesses.

SECTION 3 CODE OF CONDUCT:

Employees, officers, and agents of the Town who are involved in the procurement and selection of bids and purchases shall make reasonable efforts to avoid real, apparent, or potential conflicts of interest. No employee, officer or agent of the Town shall participate in selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer, or agent,
- any member of his or her immediate family,
- his or her partner, or
- an organization which employs, or is about to employ, any of the above, has a financial or personal interest in the firm/vendor selected for award.

An employee, officer or agent of the Town who is involved in the procurement and selection of a bid or purchase and who has a real or apparent conflict of interest must disclose that conflict of interest within the context of a duly warned Selectboard meeting that occurs before the bid selection or purchase takes place. Such disclosure must be documented in the minutes for that meeting which shall be retained as part of the official record surrounding the bid or purchase.

Officers, employees and agents of the Town will not solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub - agreements.

Officers, employees and agents who fail to follow the above Code of Conduct shall be sanctioned or disciplined, to the extent permitted by law, for violations of the above standards.

SECTION 4 DOCUMENTATION:

Records documenting the procurement process for any Minor or Major purchases, as those terms are defined below, including the reason for the specific procurement method chosen, the basis for the award and contract pricing (showing evidence that the process was fair and equitable), as well as any other significant decisions that were part of the procurement process shall be maintained for a period of at least three years from the date of the submission to the Federal government of the final expenditure report if the purchase or project was funded with federal grants, or until the completion of any litigation, claim, negotiation, audit, or other action involving the records, whichever is longer. Otherwise, records shall be maintained by the Town in accordance with the retention and disposition schedules as set by the Vermont State Archivist.

SECTION 5 PURCHASING AUTHORITY:

a. Purchasing Agents.

The following employees are designated to act as Purchasing Agents for the Town:

Town Administrator

Public Works Supervisor

Recreation Coordinator

Town Clerk

Treasurer

Library Director

Purchasing Agents are responsible for ensuring that the best possible price, quality, and timeliness are obtained with each purchase and Purchasing Agents shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. Purchasing Agents shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

b. Incidental Purchases.

Employees who have been designated to act as Purchasing Agents may make or approve purchases of up to \$1000 without prior selectboard approval, provided those purchases are limited to the amount of the budget authorized by the Town.

c. Minor Purchases.

Employees who have been designated to act as Purchasing Agents may make purchases with a value between \$3001 and \$5,000 only with prior approval of the Selectboard and are limited to the amount of the budget authorized by the Town. Although not required, competitive quotes from at least two vendors should be obtained whenever possible.

d. Major Purchases.

All purchases over \$5,000 require prior approval of the Selectboard. The Selectboard shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. The Selectboard shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors or bidders, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

If federal funding is used for purchases between \$10,000 (\$2,000 in the case of construction projects subject to Davis Bacon requirements) and \$250,000, price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition.

For all major purchases with a value between \$5,000 and \$10,000, price and rate quotations shall be obtained from at least two qualified vendors to ensure that the Town has received a fair and reasonable price. Vendors will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, and skill of the vendor demonstrated under prior contracts with the Town.

Large purchases with a value of \$10,000 or more must follow a sealed bid process as outlined below.

Purchases at or exceeding \$250,000 or construction projects of any value that are funded with federal dollars must follow a sealed bid process as outlined below and also follow any procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing.

SECTION 6 SEALED BID PROCESS:

The sealed bid process shall be initiated by the issuance of a Request for Bids prepared by the Selectboard or its designee. Notice of the Request for Bids shall be made by letters to known providers soliciting bid responses, advertisements posted in three public locations within the Town, and advertisements placed in a newspaper of general circulation in the region.

a. · B-1D SPECIFICATIONS.

A list of bid specifications shall be prepared for each purchase over \$10,000 and shall be available for inspection at the Town office. Bid specifications shall include:

Bid name.

Bid submission deadline.

Date, location, and time of bid opening.

Specifications for the project or services including quantity, design, and performance features.

Bond and/or insurance requirements.

A copy of the proposed contract.

Any special requirements unique to the project or purchase.

Delivery or completion date.

For construction projects in excess of \$500,000, language that sets a requirement for a bid guarantee in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid. If federally grant funded, the bidders must also include costs for Davis Bacon compliance if that is a requirement of the federal agency providing the funding.

For construction projects over \$2,000, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act.

Language that reserves for the Selectboard the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest. The Selectboard reserves the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.

Once a Request for Bids has been issued, the bid specifications will be available for inspection at the Town office.

b. BID SUBMISSION.

All bids must be submitted in sealed envelopes, addressed to the Town in care of the Selectboard, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.

Bidders shall bid to specifications and any exceptions must be noted by the bidder. A bidder

submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

c. BID OPENING.

Every bid received prior to the bid submission deadline will be publicly **opened at the municipal office** and read aloud by the ~~Selectboard~~ **Town Administrator with a witness present. The time and date of the bid opening will be advertised like a public meeting and minutes of the bid opening will be recorded. During the bid opening, the bid will be reviewed for completeness and meeting all bid requirements.** The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid, and the bid for each alternate; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required. **The bid results will be forwarded to the Selectboard, and any questions can be answered prior to the next Selectboard meeting. The bids will be formally approved at the next Selectboard meeting.**

d. CRITERIA FOR BID SELECTION.

In evaluating bids, the Selectboard will consider the following criteria:

- Price.
- Bidder's ability to perform within the specified time limits.
- Bidder's experience and reputation, including past performance for the Town.
- Quality of the materials and services specified in the bid.
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
- Bidder's financial responsibility.
- Bidder's availability to provide future service, maintenance, and support.
- Nature and size of bidder.
- Local, minority, and women-owned businesses may be granted preference. Such preference may not exceed 15% of the lowest bid.
- Contract provisions that are acceptable to the Town.

- For construction projects over \$2,000, contractor's indication of acceptance of wages in the current wage determination provided as part of the Request for Bids.

- Any other factors that the Selectboard determines are relevant and appropriate in connection with a given project or service.

In addition to the above, in the case of a contract supported by federal funds, the additional criteria shall apply:

There shall be no preference exercised for local contractors or suppliers.

Minority and women-owned businesses must be included in the solicitation list for the request for proposal.

13. The Selectboard will not select a bidder who is listed on the Excluded Parties List System website (<https://www.sam.gov>).

e. CHANGE ORDERS.

If specification changes are made prior to the close of the bid process, the Request for Bids will be amended and notice shall be sent to any bidder who already submitted a bid and a new bid process will be initiated. Once a bid has been accepted, if changes to the specifications become necessary, the Selectboard will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Town must sign the change order.

f. EXCEPTIONS.

The following exceptions may apply, however there must be written documentation created and maintained that outlines the process and rationale for such exceptions:

i. Competitive Proposals.

If time does not permit the use of sealed bids, or the award will be made on the basis of non-price related factors, a competitive proposal process shall be initiated by the issuance of a Request for Bids (RFB) or Request for Qualifications (RFQ) prepared by the Selectboard or its designee that includes the factors that will be used to evaluate and compare the proposals. Bids or qualifications shall be obtained from an adequate number of qualified sources (at least two vendors) to ensure that the Town has received a fair and reasonable price and all notification and record keeping requirements of the sealed bid process shall be followed. If architectural or engineering services are being solicited, this process should be used with the most qualified firm or individual awarded the bid and price or fees negotiated after the award. If competitive proposals are used, all of the above steps in the sealed bid process should be followed except that: 1) the bid submission need not be sealed; and 2) price will not be the primary factor in the proposal selection.

ii. Sole Source Purchases.

If the Selectboard determines that there is only one possible source for a proposed purchase, it may waive the bid process and authorize the purchase from the sole source.

111. Recurring Purchases.

If the total value of a recurring purchase of a good or service is anticipated to exceed \$50,000 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Selectboard votes to initiate a new bid process.

iv. Emergency Purchases.

The Selectboard may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. Emergency expenditures may include immediate repair or maintenance of town property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Town services.

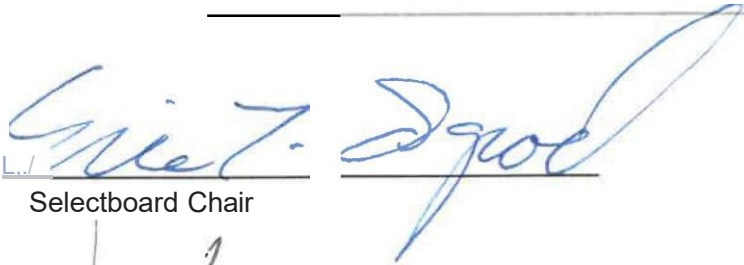
v. Professional Services.

The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, risk management, and insurance services.

Federally funded non-competitive purchases for \$250,000 or more require a cost analysis to determine the reasonableness of the proposed pricing and should be completed in accordance with the requirements of the federal or state agency issuing the grant funding.

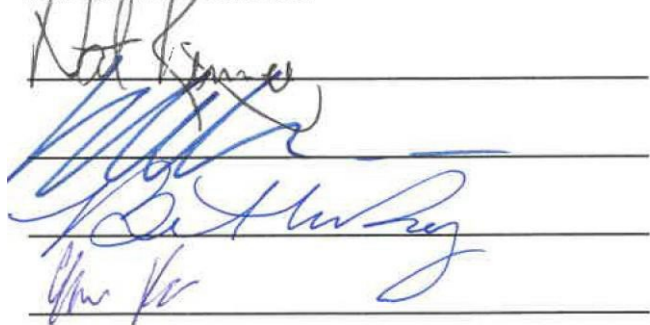
The foregoing Policy is hereby adopted by the Selectboard of the Town of Johnson, Vermont, this 7th day of September 2021 and is effective as of this date until amended or repealed.

SIGNATURES.



Selectboard Chair

Selectboard members:



Johnson Community Events Inventory

Prepared as a discussion document for the Selectboard — July 2026. Purpose: identify which event-holding bodies could consolidate into a single Events Committee or Arts & Culture Committee. Dates are 2026 unless noted.

1. Current Events & Who Runs Them

Event	Current Organizer	2026 Dates	Location	Type	Town-Run?
Green Up Day	Town-appointed Green Up Day Organizer (A. Parker). Formerly Conservation Commission.	Sat, May 2	Town-wide	Civic / stewardship	Yes
Plant Swap	Beautification Committee (Chair: K. Nuse; Vice: A. Parker)	Sat, May 30 (last Sat. in May)	Village Green	Community / horticulture	Yes
Touch a Truck	Recreation + Johnson Public Library	Sat, June 27 (first year)	Sterling Market parking lot	Family programming	Yes
Tuesday Night Live	Tuesday Night Live Committee (Chair: H. Romero)	Jul 7 — Switchel Jul 14 — Hammerlane Jul 21 — Los Songoros Jul 28 — The Wormdogs Aug 4 — The Thunderballs Aug 11 — Seth Yacovone (Neil Young tribute)	Legion Field, 55 School St. 5:30–9:00pm	Arts / live music	Yes
Pizza Oven Bakes	Johnson EATS Committee (Chairs: J. Yuris, J. Whitworth). Absorbed the former Community Pizza Oven Committee.	Every Thursday in July & Aug: Jul 2, 9, 16, 23, 30 Aug 6, 13, 20, 27	Community Oven	Community / food	Yes
Let's Roll (learn-to-skate)	Skate Park Committee + Recreation	Jul 11, 18, 25 Aug 1 10am–12pm	Johnson Sk8Park	Recreation program (\$30/child, ages 6–12)	Yes
Brazilian United Soccer Camp	Recreation (outside vendor)	Jul 20 – Jul 24	Tim Sullivan Fields, Old Mill Park	Recreation program (paid, vendor-run)	Yes
Swim Lessons + Community Swim	Recreation	Seasonal — no fixed dates	College pool (VTSU Johnson)	Recreation program	Yes
Blueberry Festival	Discover Johnson (Board incl. C. & M. Flaum; Beth Foy)	Sat, Aug 1 (first year)	Legion Field	Community festival	No — outside org.
Johnson Jubilee	Currently unstaffed. Formerly Johnson Works, then K. Nuse independently.	Sat, Dec 5 (first Sat. in Dec., if revived)	Main Street	Arts / seasonal festival	Historically informal

Shaded rows at bottom are not Town-run committees. Blueberry Festival sits with Discover Johnson, an independent organization, though it uses Town land. Johnson Jubilee has no current organizer.

2. Precedent: Consolidation Already Worked Here

The Community Pizza Oven Committee was a single-asset committee: one oven, one narrow charge. It was absorbed into **Johnson EATS**, a committee with a broader food-and-community mission. The results so far:

- **The volunteer pool widened.** Bakes now draw on the full EATS roster instead of the oven committee's own small list. Nine bakes are scheduled this summer — every Thursday in July and August.
- **Fundraising and grant power went up.** A broader mission committee can make a bigger ask and fits more funders' criteria than a single-asset committee could on its own.
- **The oven gained a permanent programming home** rather than depending on its own volunteer roster staying intact year to year.

What that proves: a narrow single-purpose committee folded into a broader mission committee gains capacity instead of losing identity. The oven didn't get buried — it got more bakes, more hands, and more money.

The condition that made it work: the receiving committee had a mission the absorbed function actually fit inside, and the receiving committee was healthy. That is the test to apply to the models below. It is also why **Johnson EATS should not itself be absorbed** — it is the successful example, not a candidate.

3. What the Rest of the Inventory Shows

- **Nine of ten events are Town-run, spread across six separate bodies.** Beautification, TNL, Johnson EATS, Skate Park, Recreation, and a standalone Green Up Day appointee each hold events independently.
- **Single-purpose committees are the fragile ones.** The TNL Committee exists to run TNL. The Green Up Day Organizer is one appointee running one day. These are the same shape the Pizza Oven Committee was in before it was absorbed.
- **The Jubilee is the cost of not consolidating.** It went from Johnson Works, to one volunteer, to nobody. It had no committee to fall back on. Main Street loses its December event because the event was attached to a person instead of a body.
- **Membership already overlaps.** Kyle Nuse chairs Beautification and formerly ran the Jubilee personally. Adrienne Parker is Beautification Vice Chair and the Green Up Day appointee. The volunteer pool is shared; the committee structure doesn't reflect that.
- **The calendar is unmanaged.** Blueberry Festival and the final Let's Roll session are both Aug 1. Blueberry Festival and TNL both use Legion Field. Nothing currently deconflicts dates or venues.
- **The Recreation Coordinator has no standing counterpart on the events side.** Recreation co-produces with whoever it can find — the Library, the Skate Park Committee — one partnership at a time, negotiated from scratch.

4. Two Options

Model A — Consolidated Arts & Culture Committee

Combines existing groups into one body

GROUPS COMBINED

- Tuesday Night Live Committee (*absorbed whole*)
- Green Up Day Organizer (*appointee absorbed whole*)
- Johnson Jubilee (*orphaned — no group left to absorb*)
- Beautification — *Plant Swap only; committee survives for plantings and streetscape*

Six event-holding bodies become four.

EVENTS IT WOULD RUN

- Green Up Day — May 2 (*town-wide*)
- Plant Swap — May 30 (*Village Green*)
- TNL — Jul 7, 14, 21, 28; Aug 4, 11 (*Legion Field*)
- Johnson Jubilee — Dec 5 (*Main Street*)

9 event days, May through December.

PLUS A STANDING CHARGE FOR

- Public art, murals, and the streetscape's cultural side
- Year-round culture-building programming, not just event days
- Arts and culture grant applications
- **A direct counterpart for the Johnson Recreation Coordinator** to work with on events and culture programs — one standing partner instead of a new ad-hoc pairing every time

STAYS PUT

Johnson EATS. Recreation's fee-based programs (swim, soccer camp, Let's Roll). Skate Park Committee. Beautification keeps plantings and streetscape.

LOGIC

This is the EATS move, applied at scale. The lesson from the oven was that folding a narrow group into a broader mission is what widened the volunteer pool and unlocked bigger asks. That result came from *combining*, not from adding a coordinator alongside.

GETS YOU

Fewer bodies, not more. The Jubilee comes back with a permanent home. One shared volunteer roster instead of four small ones. One body owns Johnson's arts and culture calendar and can credibly chase arts funding — the same fundraising lift EATS saw. The Recreation Coordinator gains a real partner.

COSTS YOU

Biggest ask of the two. TNL is working and did not ask for this — needs the current committee to want a wider charge, not have one imposed. Green Up Day is stewardship, and Plant Swap sits inside Beautification's actual mission; both are a stretch under an arts banner and would need an honest charge written around them.

Model B — Events Committee

Combines nothing — adds one more body

GROUPS COMBINED

- **None.** TNL Committee, Beautification, the Green Up Day Organizer, Skate Park, Recreation, and Johnson EATS all stay exactly as they are.

Six event-holding bodies become seven.

EVENTS IT WOULD RUN

- Johnson Jubilee — Dec 5 (*Main Street*)

The orphan only. Every other event stays with the group that runs it today.

WHAT ELSE IT WOULD DO

- Hold the shared Town events calendar
- Deconflict dates and venues before they collide
- Be the landing spot for future orphaned events
- Serve as one front door for residents and new volunteers

STAYS PUT

Everything. No committee gives anything up.

LOGIC

Most of the observed friction is calendar and venue collisions, plus one homeless event. Fix those directly without asking any committee to give anything up.

GETS YOU

Easiest sell by far — nobody loses anything, so there is no fight. The Jubilee comes back. The Aug 1 collision and the Legion Field double-booking get caught structurally instead of by luck. Reversible if it doesn't work.

COSTS YOU

It is a seventh body in a town that already struggles to staff six. Adds overhead rather than removing it, and needs its own volunteers to do it. Consolidates nothing, so single-purpose fragility stays exactly where it is — the next orphaned event is orphaned the same way. Does not repeat the EATS result, because that result came from combining. Volunteer pools stay small and separate; the grant story stays thin.

If neither option moves forward, the Johnson Jubilee will not happen this year. There is no organizer and no committee positioned to pick it up.

Draft for discussion. Dates for Plant Swap, Green Up Day, and Johnson Jubilee are derived from stated recurrence rules and should be confirmed with each organizer before publication.

JOHNSON SELECTBOARD MEETING MINUTES
JOHNSON MUNICIPAL BUILDING
MONDAY, JULY 20, 2026

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

Others: John Sutherland, Lydia Putvain, Carl Rogers, Diana Osborn, Doug Molde, Lois Frey, Charles Flaum, Mike Patch, Kelly Vandorn, Christina Cruze, Callista Freeman, Forest Donat-Keys, Katherine Keys, Asa Hunt, Travis Yartz, Harry Rempert, Tori Rempert

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

John said Tasha Wallis has a conflict tonight, so she asked to be on the August 3 agenda instead of tonight's.

3. Public Comment and Public Announcements

Doug Molde said the rail trail committee just set up five bike racks in town. He described the locations. He and Charles Flaum showed the board the new map and information display that will be put on the trailhead building. There will be an accompanying display with information on events in town that will be changed out every season. Doug said the kiosk at the trailhead will have a regional map on one side and information on Johnson businesses and a college-centric map on the back.

Mike Patch said he knows the town has applications coming in for a new road foreman. He feels the road foreman should know how to do grading, have OSHA 10 certification, be able to run all the equipment the town has, have skills necessary for safety programs, and understand computers. He thinks it would be helpful for the town to get some inexpensive cameras and put them up on town property to protect town interests. He thinks ideally the foreman would be able to check that things are being done correctly on the industrial park project and be able to read blueprints and build something based on them. He asked if the industrial park project is going out to bid soon. He thinks contractors will be hungry for projects this winter. We may be missing a window if we do not get going on that. We need to find out what is stopping it.

4. Selectboard Updates and/or Concerns

No members of the selectboard had updates or concerns.

5. Consent Agenda

The consent agenda consisted of the minutes of July 6 and July 9, 2026 and the appointment of Dan Noyes to the Julian Scott house task force. **Eben moved to approve the consent agenda with the addition of retroactive approval of Tuesday Night Live expenses, Peter seconded and the motion was passed.**

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

Lydia said the 2023 audit has been completed. She passed around a copy of the audit report and said she will also put it on the website. This week she is sending attorney Jim Barlow updated figures for the tax sale. We got reimbursed almost \$350,000 for the Vermont Electric Co-op stormwater project. We still have another reimbursement coming for that project. LCPC sent a reimbursement for the Holmes Meadow project. Lydia thinks this is the fourth payment for that project.

Lydia said the Plot Cemetery CD is coming up for renewal. The best rate she can find is 3.15% for 7 months at Community Bank. We don't use those funds often so she thinks we could put them in another CD. Board members agreed to that. Lydia said she and John have discussed investing some of the general fund once we get the first installment of taxes.

Lydia said she reached out to the state Division of Property Valuation and Review about some buyout properties we own now, but did not own as of April 1. Tax bills were sent to the owner as of April 1. PVR recommended that the town go through the procedure of applying for abatement on the taxes. Taxes were billed to the prior owner, but the properties belong to the town now. Eben said we will still have to pay the education tax. He asked if Lydia can check whether the properties are eligible for the state grant payment of taxes.

Lydia said at the last meeting Eben asked about the financial impact of paying employees for their accrued CTO. The cost of buying everyone out would be just under \$28,000.

7. ***CEDS Discussion***

Carl said work is underway to ensure that the Mumley draft bid documents and contract meet NBRC requirements. NBRC also requires that we meet the requirements of our town procurement policy.

Carl said the procurement policy says that bids will be opened by the selectboard. For the industrial park bidding, he suggests that the select board waive that and let Mumley and staff conduct the bid opening. Reviewing the bids will be time consuming, as unit prices for roughly 25 different items have to be bid on.

Eben moved and Peter seconded to authorize CEDS Carl Rogers and town administrator John Sutherland to open bids for the industrial park project prior to a selectboard meeting. Carl said Mumley should be there in case there are questions about technical specifications. The motion was passed.

Eben asked about the timeline for bids going out. Carl said he is hoping to have bidding documents for the board to approve at the August 3 meeting.

Carl said Paul just signed the semi-annual report to NRBC, which replaces the quarterly report we were formerly doing. NBRC switched to semi-annual reporting.

Mike Patch asked if there is any idea when the project will start after the town gets bids. Are the prints done? Carl said yes. Mike Patch asked if they have been checked for elevations, pipes, etc. by someone certified for building roads. Carl said he doesn't know. When he started last summer, the town had a group that was meeting about this project. LCPC was reviewing documents and pointed out some discrepancies in elevation with the stormwater pond, as he recalls. He assumes all that has been taken care of. Mike Patch asked if certain contractors will be invited to bid or if there will be a public notice. Carl said the opportunity to bid has to be publicly posted. It will be in the newspaper. We will probably mail invitations to bid directly to contractors we think would be interested, as well as putting something on Front Porch Forum.

Mike Patch asked if we can try to bid this in winter. Carl said the thought is to go to bid now and if the bids are not acceptable they could all be rejected and we could go out to bid again in the winter. The idea is that we could allow the work to start and/or finish next year, so contractors have as

many options as possible. Mike Patch said he feels winter is the best time to go out to bid to get the best prices. Carl said the intention is to allow the contractor to start this season. They could work during the winter.

Mike Patch asked if contractors will be bidding in two parts, with one road as an option. Eben said they will be bidding on Road A with Road B as an add alternate. Mike Patch asked, if the number was good, someone could do the whole thing? Board member said yes.

Mike Patch asked if the town signed an agreement that materials used will all be US made or if materials can be bought anywhere. Carl said because this is funded with federal money, BABA applies.

Mike Patch asked who is doing the paperwork. Carl said the town. Mumley will do field inspection work. Mike said if we get a good road foreman we won't have to hire someone to keep track of the paperwork.

Carl said he learned that no report back to VCF is needed for the \$1500 visioning project grant.

Carl has submitted a request for reimbursement for the welcome center project to the Department of Buildings and General Services, the grantor.

Carl said the RERC steering committee has a meeting this Thursday. They will finalize the itinerary for the community tour on August 27. They will discuss this with the EPA planning assistance team in an August 6 phone call. Carl invites all selectboard members to attend the RERC community meetings and to encourage friends and neighbors to do so. If people choose to attend, they have the right to review and comment on the various drafts of the action plan that come out of the community workshop.

Carl contacted the state to ask about the deadline for the grant-funded stone step project. They confirmed that the deadline is December 1 of this year. We are waiting for the Act 250 permit. Carl submitted the application and got back a Notice of Initial Filing. The actual work to be done to install the steps will take about 3 days. We can get someone lined up as soon as we have the Act 250 permit. The work could be done in November.

John said Casey Romero advised him that there was about \$1700 left of the \$3,300 VCF grant for the skatepark. She has plans to use it for some smaller items and supplies.

Carl said his written report said that there doesn't appear to be progress on Legion Field, but he later learned that the electric line had been installed to the bandstand.

8. Industrial Park Update

Mike said in light of the situation at the college, where there is infrastructure already in place, he thinks that is probably where we should look. He would just as soon sell the industrial park lot for housing lots or to a developer and use the college for industrial purposes.

Paul asked, wouldn't the problem with that be that we would have to pay back the grant? Mike said yes, but look at the money we are going to have to borrow and spend, which will be a burden on taxes. Would it be cheaper just to get out of it now?

Peter said he thinks that is a valid question but he doesn't see how the college meets the same needs as a light industrial park. Mike said there is all that land there with water, power, and roads already in place. There is a lot of space there that can be used. Peter said it can be used if the college is willing to have it used that way.

Mike acknowledged that it might be difficult to stop the industrial park project at this point.

Paul said if we sold the industrial park lot to a developer, we would either have to sell it cheap because the developer would have to put in the infrastructure, or we would have to put in the infrastructure anyway. He asked what Mike is suggesting about how we should move forward. Mike said that is the dilemma. He doesn't have a plan. He is having second thoughts about the project.

Eben said he is not in favor of stopping the project. Peter said he thinks we have gone too far to stop.

9. *Events Committee*

Paul said Adrienne had put together an inventory of Johnson events. One of them is the Johnson Jubilee. Currently, volunteers are not willing to step up to help with that, so it is in danger of not occurring.

Eben said he agrees that the Jubilee is a great event. Originally, businesses ran the event, so the businesses supported the town, but the town supported the businesses. We got a similar request a few years for an Easter egg hunt. The business used to support the event and there was a request for it to be a town event. It has since taken on a life of its own. It seems like private events are being shouldered by the town. Mike said Eben has a good point. It is not the town's responsibility to run the Jubilee. Eben said that is not the point he is making.

Paul said he is in favor of an events committee. He thinks if we had a committee that focused on one major event every season to engage people in town and bring people to the town, that would benefit the town. It is not the town's responsibility, but it may be something we want to do.

Mike said the main responsibilities of the selectboard are roads and records. Where does this end?

Peter said one benefit of having a committee is having people to work on things. An events committee would potentially absorb some committees that are already running events. Paul said he thinks we need to talk about that. We need to bring in the committee chairs. An example Adrienne gave was when two committees combined to form Johnson EATS. It made sense for those committees, but he is not sure that is the case for all the other committees that run events. He is not sure combining Green Up Day with Tuesday Night Live makes sense. Peter said it would depend on buy-in from groups that may not buy in.

Peter said we have already been taking responsibility for town events. We would not be departing from that by forming an events committee. He agrees with Paul about the advantages of an events committee. He thinks we need to be looking at a different way of doing this. Focusing on roads and records sounds like something from the 1950s. He thinks we have moved beyond that type of role.

Eben said he wants to form an events committee but not have it absorb other committees. Perhaps we could give it a budget capped at \$2,000. It would make it easier for events like the Blueberry Festival if a town committee was running them.

Diana Osborn asked how some of these things ended up as town events. She is getting the sense that selectboard members feel community groups burdened the selectboard with having to take over events that they started. She doesn't feel that is accurate. She doesn't feel that groups created events and forced the town to take them over. It might be worth investigating how the town got involved in things like the Jubilee.

Paul said he doesn't feel that way. Kyle Nuse has run the Jubilee herself for a couple of years. No one is forcing it on the selectboard. Now it is up to the board to consider whether we want to take it on. Mike said some things have been started by other people and then people say it is the town's fault if they do not continue. He wants to be sure the town is insulated from blame. Eben said it is more than just events. Every year there is more and more pressure on the selectboard for the town to support everything. He is concerned about uncontrolled government growth.

Lois Frey said the town used to have an events and communications committee. One member of the selectboard was the chair. The committee didn't meet regularly. It met informally and used email. It ran the Winter Carnival and put out information about Tuesday Night Live. Various groups such as Johnson Works, the United Church and the Conservation Commission got involved in pieces of each activity. One thing that came up recently was the Pond Keepers event at the college. The Conservation Commission was asked at the last minute to be part of it because the event needed insurance. Agreeing to do that meant that someone from the Conservation Commission had to be there throughout the event. Paul noted that our insurance company has made it clear that for an event to be covered by insurance it is not enough for a town committee to put its name on the event and be present. The committee has to be involved in planning the event all the way through. Lois said she thinks that should be communicated to all committees and the community

Mike suggested tabling this item until Adrienne is here to discuss it, since she was the proponent of the idea. The board agreed to that.

10. Library Update

Kelly Vandorn said the most recent accounting from Rosemary says that the library is \$66,373 short on funds needed for the library project. However, that was before the last \$60,000 donation that was received. Between that and various other small donations, the amount needed has been covered. However, in this current economic climate, the library board keeps running into things costing more than they were planning. So while as of now everything is covered, that could change.

Mike said if we had a bid on the job, that should be the price. Kelly said that has been the case for the most part, but we paid Tatro more than the bid amount. And there have been a couple of times when Brian Raulinaitis has said something will cost more than we thought it would. Mike said that is not our problem. If someone bids a price, they had better stick to that price. Kelly said she doesn't really have an answer to that. The library board has been trying to negotiate. Eben said the Tatro bill did not come back higher than the bid. We didn't want a hydrant put in, but one was put in. He thinks the hydrant should not have been charged to the library. Mike said we got a rebate from Tatro.

Kelly said the library board had a meeting a couple of weeks ago with the Department of Libraries. DOL said some of their projects have come in under budget, so there is extra grant funding they are setting aside for our project. They don't have a number yet on how much that will be. Because the costs are covered and there is extra money coming from the Department of Libraries, the library trustees would like to put the cupola and the granite steps back into the project. Kelly doesn't have the cost for those items but she feels confident they will have money to do it. Board members said they thought the cupola was originally estimated at \$40,000 and the granite steps at about \$25,000. Kelly said small donations keep coming in and the library board has other plans for more fundraising. She is asking the board to consider putting the granite steps and the cupola back in the project. There also may be money coming from Rep. Balint's office.

Mike said he supported the granite steps from the very beginning and he still does, but not the cupola. He thinks the library board needs to save that money because there are likely to be some other cost overruns and there should be a buffer. He doesn't see any use for the cupola. He feels it is a waste of money.

Eben said he remembers it had been discussed that we might still have the old granite steps. Do they still exist? Peter said there was some granite at the back of the construction site. He thinks some of it is broken. Eben said the old steps wouldn't be there. They would be at the old library site or stored somewhere. Mike said he thinks it is likely that they got damaged.

Eben asked if the Department of Libraries indicated how much more grant funding there would be. Kelly said Cathy Delneo told her that not only is there some unused grant money, but also a staff member left, so their salary is available. She said our part of the unspent salary funds would be at least \$30,000. She doesn't know about the amount of grant money. The Department of Libraries is very committed to seeing that none the money goes back to the treasury.

Eben said we have approved one change order for the project. Have there been any others? Kelly said not that she knows of.

Eben said he is conceptually in favor of adding back the cupola and the granite steps, but he thinks we need numbers before we approve that. The board could authorize putting out an RFP for those things.

Peter asked if this is something that needs to be decided now or if we can wait until we get firmer numbers. Kelly said it would be helpful to decide on the granite steps, because the steps have not been put in yet. The shingles are on the roof and it is watertight. The cupola could be added next summer. She thinks we could save money if we did not pour cement steps and then tear them out. Peter asked if it is possible that we will have a firmer understanding of how much money might be available for the steps and cupola before August 3. Kelly said she doesn't know when the Department of Libraries will get back to the library board, but she was told that our share of the unspent salary funds will be \$30,000. She thinks the total amount available will be significantly more than that. The Department of Libraries suggested that they will be able to reimburse any donation money that was spent on construction as long as the funds hold out. The library board paid Back Forty Builders using donations. If the Department of Libraries reimburses that, the library can have donation money to spend on things not covered by the grant, like shelving.

Mike moved to authorize spending an amount not to exceed \$25,000 for granite steps for the library. The motion was not seconded.

Eben said according to our procurement policy we need at least two sealed bids if the cost is over \$10K. But it is a change order, so maybe the procurement policy doesn't apply.

Paul said he thinks both the cupola and the granite steps are great ideas, but he is reluctant to authorize adding them in when we do not have a firm price and money already available.

Kelly said the library board has demonstrated that they can raise money. Eben said the library has done a phenomenal job with fundraising. He agrees with Paul. He suggested a motion to put out an RFP to get a price. An RFP and sealed bids are required if the cost is over \$10K.

Peter asked why we need an RFP vs. a change order. Eben said we have to request the change order price. Paul said he feels we need to follow the procurement policy and put out an RFP.

Eben asked if the library board can ask the contractor not to pour concrete steps in the next month. Kelly said they can ask.

Paul asked if the Department of Libraries is aware that the library board is asking to add granite steps and a cupola to the project. Kelly said yes.

Mike said the general contractor has a certain amount of money set aside for putting in concrete steps. That amount could be subtracted from the \$25,000 so the steps may not cost the full \$25,000.

Paul said we need to put out an RFP and see what commitment we can get from the Department of Libraries.

Mike said we made an agreement that included putting in concrete steps. We need to find out what the amount is for those steps and get it back. Paul asked John to talk to Brian Raulinaitis about that.

11. *Sinclair Road Extension*

John said the Sinclair Road extension is a continuation of Sinclair Road. When the assessor and he went up there they saw new construction there. The concern is that the condition of the road is starting to deteriorate. If the hill were crowned, water would run off. There was a request that we grade the road this year.

Paul asked the Sinclair Road extension residents who were present to tell the board more about their concerns. A resident said the road has deteriorated due to all the recent rain. He reached out last year and the road foreman said that there was no money in the budget for Class 4 road maintenance. Another resident said the road has been graded once since he has lived there. Currently it is not possible for two vehicles to pass each other on the road.

Eben asked if any of those present live at the end of the Class 4 section. Some people said that they do. Eben said some "No trespassing" signs were put up on the highway. He would like that not to happen again. Those present said that the property belongs to someone who was not present.

Eben said he drove up the road tonight. It is not in the best shape, but it is passable. He doesn't think a single grading will fix all the problems. The road is too narrow to start with and it doesn't have ditches for water to get into. However we are required to address gully erosion over 12 inches on Class 4 highways. If the highway department decided using the grader on that road was the best approach, he would not have an issue with that.

A resident said she is concerned that emergency vehicles won't be able to get up the road. Service vehicles are having difficulty.

A resident said she talked to an ATV club member who was using Sinclair Road and asked him if the club maintains the road. He said he thought they were supposed to. Eben said it is the town's highway. But he believes the Green Mountain ATV club has put more money into our Class 4 highways than the town has.

A resident asked the difference between Class 4 roads and private roads. Eben said private roads are not town roads and they are not maintained by the town. Class 4 roads belong to the town. They do not need to be maintained by the town unless there is one foot of gully erosion.

Mike said the town does give Class 4 residents gravel to use on the roads. A resident said the last time residents asked for it they were told no gravel was available for them.

Another resident said people who live on the road pay property taxes. Part of their taxes go to road maintenance. A lot of people live on that road.

Eben said there is a process for residents to make it possible for the road to be reclassified as a Class 3 road, if that is what all residents want. A resident said he thinks ideally people on the road would like to move in that direction. Eighteen people live there, including seven children under the age of 10. If the road can't be reclassified as a Class 3 Road, can we compromise on some form of maintenance? Another resident said the rains have changed and it is amazing what they are doing to the road.

Diana Osborn said according to the Class 4 road policy, the road foreman is supposed to do an annual inspection of Class 4 roads and come up with a maintenance plan. This problem with Class 4 roads is a historical problem that has been worsening. It used to be that the road foreman would come and grade Prospect Rock Road, where she lives. It has a lot of traffic. She feels we need to have a policy that evaluates usage, not just whether there is 12 inches of erosion. There used to be more maintenance done to Class 4 roads.

Peter said it sounds like this is a bigger discussion than we can have tonight, but why can't we just get a grader up there and make some improvements?

Paul said the residents need to be aware that they bought property on a Class 4 Road and Class 4 roads are not necessarily maintained. The town owns the road but we do not plow it in the winter and we do not necessarily grade it. That is the town policy that is in existence. He doesn't see any big problem with the road crew running a grader up there when they are in the area, but he thinks we need to think longer and harder on the big picture.

Eben said he thinks the highway crew should use whatever piece of equipment is best for the situation in their professional opinion. They need a place to turn the equipment around. He does not agree that the town needs to grade the road every year, because it is a Class 4 highway. The biggest difference between a Class 4 highway and a private road is that anyone can drive down a Class 4 highway. If it is a private road, residents can control who drives down it.

A resident said they pay full taxes but don't get full service. Eben said everyone who pays taxes pays based on the appraised value of their property. If the appraisers deem that a property is worth less because it is on a Class 4 highway, the property owner actually pays less than someone on a Class 2 highway.

A resident said he is a father of three kids. It is stressful to think that an emergency vehicle couldn't make it up the road. He feels it is time for the town to step in and take responsibility. Another resident asked if board members think a fire truck or ambulance could make it up the road.

Eben said he is not a firefighter or ambulance driver. There is gully erosion that he thinks the town should address. When that happens, people on the road need to call the town and say they have a gully erosion problem.

Paul said he thinks board members all appreciate where the residents are coming from. They handled the situation right by bringing it to John, who brought it to the selectboard. But he takes exception to the statement that the town should take responsibility. It is not our responsibility. The residents made a decision to buy property on a Class 4 road. But we should fix gully erosion in the way the highway crew feels is best. The board consensus is that the road crew should work with John to figure out an appropriate solution to fix gully erosion on the road. John said he will talk to Ryan about it.

12. Community Trust

Paul noted that Adrienne was a proponent of the community trust idea but she is not here. John said this is an idea that Diana Osborn brought up at a previous selectboard meeting. She is here tonight to explain it further.

Diana Osborn said she submitted a letter to the selectboard and John about her idea. Several people in the community reached out with questions about it after she mentioned it at a previous meeting. Many of the towns that have been doing flood recovery projects similar to our Reimagine Johnson efforts have used the community trust model to develop things like housing or stores. The Elmore store is an example. Another more land-oriented project was the Wolcott Town Forest. A community trust bought it and developed a mountain biking trail network on it. She hears at many meetings that there is a desire for the selectboard to return to focusing on policy, planning and the budget. She respects the work the selectboard does trying to manage so many projects and committees. Another model might help the board be efficient and involve as many community members as possible. What a community trust might look like here has yet to be decided. As few as three people could be a founding board to establish a 501(c)(3). It would then be up to them to decide how limited they wanted their efforts to be. They would not work for the selectboard. The selectboard would not have to worry about another group asking them for things. But at town meeting the town might decide to budget some money for the community trust. The selectboard's relationship to the community trust would be similar to its relationship with the Vermont Studio Center, Vermont State University or businesses in town. They would not come to the board to ask for approval of details.

Eben said the agenda says “discuss and vote” for this item. He doesn't know what the board would vote on. Diana said she is highly concerned that this be something people on people are on board with. She would suggest that the board take action to support it in concept and say that if community members would like to go forward with it, they would not stand in the way. She has no firm numbers or firm project to present, but those are not needed. Nothing would need to change for the selectboard. She just needs to know the selectboard would not stand in the way and would support the efforts of the trust.

Mike said he thinks it is a great idea. Eben said he does not know what it would mean to stand in the way of the efforts.

Diana said the Preservation Trust of Vermont has a link to a page called “What is a Community Trust?” She included that in her letter to the board to answer some questions. One idea she had was that the community trust might be able to assist the Historical Society with their building, events and collections. Maybe then the Historical Society would have expanded capacity to tackle things like the Julian Scott house and the Lowe Lecture Hall. She doesn't think the selectboard wants to run those buildings. Maybe the town could sell them to the community trust for a dollar and the community trust could take on ownership and rehabilitation and run events there. The selectboard would lose control but would not have to make decisions. Those items would be taken off their plate. The only action she requests is an endorsement of the concept.

Mike said what interest him the most is the idea that the town might make money. Diana said there is money out there. She did research looking into grants for the recreation economy task force. The money is there and yet there is something getting in the way of projects happening. One way to grease the wheel would be for the community trust to get funds to buy a building that is a burden to the selectboard and develop it the way community trusts developed the Elmore Store or the Civic Standard in Hardwick. One town started a community trust to make a little housing development because they had identified that they needed more affordable housing. If there were a Johnson community housing development trust they could potentially take over the industrial park project. It will be up to the people involved what they want to focus on. Maybe they could provide recreation on the 180 acres of town/village property or manage the town forests.

Mike said a problem he sees is that people hate to release control. He has no problem with it if it is better for the community. He feels it would be better because the people on the trust would be passionate.

Peter said we had some conversations around a year ago with the college about possibilities there. It was clear that town government was not interested in some of those possibilities. In great frustration, he looked into forming a community trust. A community trust multiplies resources. What the town as an entity can do is finite. By creating something like this, a whole suite of things become possible that probably could never happen if small town government had to do it. He is very excited about the possibility.

Eben said he likes the concept. He suggested that maybe Diana should come back with a structured plan. He doesn't know how to make a motion about not standing in a private entity's way.

Diana said she has had a hard time getting over that the town wasn't willing to handle a \$2,000 pass-through grant. Selectboard members said the town can't do everything. This is a way not to have to do that. The trade-off is that the selectboard may not know the details.

Paul said he likes the idea. He thinks the selectboard could say they endorse the concept. He doesn't think they can say they won't stand in the way of the trust. What if the members of the trust wanted to do something immoral or unethical?

The consensus of the board was that they endorsed the concept

Eben suggested working with Discover Johnson. Diana said the problem is that their plate is full. They are already spread thin and asking them to take on a building might be too much.

13. *Lowe Lecture Hall / Old Town Hall Task Force*

Mike said this item connects to the community trust item. He thinks we could go ahead with creating a task force. If we do, the people involved need to know that this might eventually fall under the purview of a community trust. John said the task force could act as an intermediate between the town and the community trust.

Diana said her dream would be to turn Lowe Lecture Hall into a community center. But she doesn't know if that idea would be shared by other founding members of a community trust.

Eben said he loves the idea of a task force. Back when we acquired the Lowe Lecture Hall it seemed what we were talking about was more like the Legion Field hearings we did. Could we get a grant for a planner to facilitate community conversation, in order to structure the task force a little? Peter said he thinks there is money available through the Preservation Trust to help with that.

Paul asked if we are forming a task force to decide what to do with the building or if we are going to get community input and the task force's mission will come out of that. John said one responsibility of the task force could be to get community input. Eben said he would rather see community meetings first and then have a task force come out of that. Peter said the task force may need to refine ideas that come out of the community meetings. He thinks it is a good idea to start with community conversation.

Paul said it seems like there is consensus that we should look for grant money for a planning process.

14. *Public Works Insulation Bids*

John said we got no bids for insulating the town garage. He would like to put the project back out to bid. The board agreed to that

15. *Discussion of Future Bid Opening Process*

Paul said we have talked about not opening bids in selectboard meetings for efficiency. The idea would be to authorize John to open them along with a witness and then bring results to the board, after addressing any questions that come up. The board agreed to update the procurement policy to allow this.

16. *RERC Grant Proposal Update*

John said the RERC grant proposal was submitted on time.

17. *Munro Brook Request*

John said this right of way request was mentioned previously at a joint meeting with the trustees. Munro Brook has a piece of property off French Hill. He would like to have a sugaring operation

there and he would like access to the property across the food shelf area of the town/village property. He would also like to subdivide part of his property and that right of way could possibly become access to a subdivided lot.

Paul said the village previously said that they would be willing to provide a right of way for the market price.

Mike asked, why not find a way for the food shelf to take over the ownership of that building from the town and village? Paul said he thinks that is not a bad idea. The building needs attention. Peter said his understanding is that the food shelf group is coming to the next meeting. Paul said that is correct.

Eben said he feels this request provides no good to the general public. It sets a precedent. We are talking about a right of way for the Long Trail on another piece of property. That is a trail with well documented use that any member of the public can access. This is for access to private property. He doesn't see that it serves the general public good. Mike said he does not either. Peter said it potentially complicates discussions about dividing the property between the town and village. Paul asked if the mill house is part of the 180-acre parcel. John said yes. Paul said there are brownfields on the property too. There are a lot of complications with a right of way through there.

Mike moved to table discussion of the right of way request from Munro Brook, Peter seconded and the motion was passed.

Paul asked what we are tabling it for. What is the next step? Mike suggested we should decide what we are going to do with the food shelf first.

18. On-Call Pay

Eben said he learned that the employee filling in for the public works foreman was not receiving pay for being on call. **Eben moved to retroactively pay 8 weeks of on-call pay to the stand-in public works foreman.**

Mike said this should be brought forth using the established union process. **Peter seconded.** Paul said the union contract says that if you stand in for the foreman you get the same pay as the foreman. Eben said weekly on-call pay is in the contract. He doesn't know if Ryan did not receive it because he did not mark it down or because of an accounting error, but it is in the contract.

Mike asked for the dollar amount is. Eben said \$1000.

The motion was passed with Mike opposed.

Mike said he feels employees should rotate who is on call. Eben said he can ask if Ryan and the other employees want to rotate.

19. Update Personnel Policy

The board reviewed the draft updated personnel policy John had developed. Paul suggested changing some wording to clarify that the town clerk reports to the town administrator and the town treasurer reports to the selectboard. The board agreed to that.

Paul asked for clarification on the statement that accrued leave cannot exceed 6 weeks and may be used for parental and family leave. Does the limit apply only to parental and family leave? John said he thinks it is for all leave. He will take a look at the Family and Medical Leave Act.

Mike said he thinks employees should not use sick leave for parental and family leave. Paul said we don't have sick time; we have CTO. Mike said he thinks there should be designated sick time.

John said Susan gave him a list of employees' accumulated time. Only one person is accumulating sick time currently.

Paul said Lydia said the amount to buy out everyone's CTO time would be \$28,000. He asked if we are going to look seriously at making changes to the CTO banks. One suggestion was to limit the amount employees can carry over into the sick banks. Another was to call one of the sick banks "short-term disability" and the other "long-term disability."

Eben noted that library employees are not town employees, but he believes the library uses the town personnel policy as their own. It might be a good idea to let them know about changes that we make. They don't have to accept our version.

Paul described one possibility he had thought of for modifying the way the banks work. The maximum CTO carryover amount would be 1 times the annual accrued hours. Any excess hours above the maximum CTO carryover amount would be converted to dollars rather than hours at the employee's current rate and put into a bank. Employees would bank dollars rather than hours. He would also consider giving the employee a choice of having extra CTO hours paid out at 50% at the end of the year or having them put into the sick bank. He thinks there should be a maximum accrual of CTO during the year. Anything above that would be lost. Payout on separation would be 100% of the hours in the bank. We could think about tracking pay rates when the time was saved and pay out the time at that rate, but he thinks it would be more trouble than it was worth. The short-term disability bank would have dollars not hours. The maximum carryover at the end of the fiscal year would be the dollar equivalent of 480 hours. Any excess dollar amount would be rolled into the long-term disability bank as dollars. Payout on separation would be 25%.

Eben said he doesn't think we need three banks. Another possibility is just to buy short-term and long-term disability insurance. The maximum amount that can be carried over into the long-term bank is one year's pay. If we continue to use that bank, we should be aware every year of the potential payout if someone is disabled and budget for it.

Mike said he thinks we need to look into disability insurance. He thinks excess hours over the amount of CTO that can be accrued should be forfeited and employees should get no payout on separation. He said he won't approve an updated personnel policy until we look into disability insurance. Paul said buying out the current sick banks and purchasing insurance is another option. Eben suggested that if we got rid of the banks, then at the end of the year we could buy back 2 weeks and let 1 week roll over.

Paul said he will send out the ideas he wrote up.

Eben asked if John could work with Lydia and ask her to get quotes on short-term and long-term disability insurance.

20. Executive Session – Public Works Supervisor Candidates / Town Administrator’s Evaluation

Eben moved to go into executive session as allowed by 1 V.S.A. § 313 Section 3 to review public works supervisor applicant resumes and for employee evaluation, inviting John to remain, Peter seconded and the motion was passed at 9:05. The board consented out of executive session at 9:50.

Eben moved to retroactively pay John Sutherland his pay increase back to 6 months after hire, based on a positive 6-month review per John’s acceptance letter, Mike seconded and the motion was passed.

21. Adjourn

The meeting was adjourned at 9:50.

Minutes submitted by Donna Griffiths