

**Selectboard Agenda
Johnson**

Date: Monday, June 1, 2020

Electronic Meeting via Zoom and Phone Call-In

<https://zoom.us/> and joining Meeting ID: 344 652 2544.

You can also join by phone by calling:

+1 646 558 8656 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Meeting ID: 344 652 2544

Agenda:

CALL TO ORDER

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

7:00 p.m. Review and approve minutes of meetings past May 4th and 18th 2020

7:05 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:10 p.m. Administrator's Report, Action items, signature required items.

Members of the Public:

None Scheduled

ADMINISTRATOR'S REPORT: (D) Discussion (I) Information (A) Action

1. (D, A) Facility Use Updates – New Form and Fees
2. (D, A) Facility Use Request – Lamoille Valley Bike Tours
3. (D, A) Study and Preapproval of Autonomous Vehicle Testing
4. (D, A) Building Permit Ordinance Draft Review
5. (D, I) Regional Broadband Update
6. (D, I) Budget and Revenue Forecast Discussion
7. (D, I) Update on Public-Private Partnership on Stormwater
8. (D, I) Class IV Road Policy Review

Selectboard issues/concerns, Executive Session (if needed) Adjourn

Town Administrator's Report

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None Scheduled

ADMINISTRATOR'S REPORT: (D) Discussion (I) Information (A) Action

1. (D, A) Facility Use Updates – New Form and Fees

We have long discussed possibly charging a fee to use some Town facilities like Old Mill Park. Recreation has a specific proposal for a fee schedule that will charge fees for organizations from outside of Johnson for using our facilities. Any new fees will require an update to our forms to accommodate the change.

2. (D, A) Facility Use Request – Lamoille Valley Bike Tours

Lamoille Valley Bike Tours has requested to use the area around the Old Mill House again this year. The changes from prior use are an additional day of operation at the site and a request to leave the bike trailer on site overnight.

3. (D, A) Study and Preapproval of Autonomous Vehicle Testing

The State of Vermont is asking which Towns are interested in hosting testing for autonomous vehicles and asking those towns to issue a Pre-Approval Agreement. The upside to participating is we may find new private enterprise partners through the process. VTrans representatives can come to make a presentation at a future meeting if we request it. See more information at: <https://vtrans.vermont.gov/planning/av-testing>

4. (D, A) Building Permit Ordinance Draft Review

An update on the draft ordinance based on our prior discussion and recommendations is available.

5. (D, I) Regional Broadband Update

Our broadband committee has made a recommendation to seek to form a communication union district (CUD) and the enabling state legislation has been updated.

6. (D, I) Budget and Revenue Forecast Discussion

We must review our end of year outlook and potential revenue shortfalls for next year. This is likely the first of several detailed discussions on the topic.

7. (D, I) Update on Public-Private Partnership on Stormwater

We have been working on a partnership opportunity with Vermont Electric Co-op on stormwater improvements. The 3-Acre Rule will require a number of improvements be made on the VEC property, those improvements could be coordinated with improvements that the Town may need to do on our light industrial park property. This could result in significant cost savings for both organizations.

8. (D, I) Class IV Road Policy Review

An updated Class IV Road Policy from our planning commission is available for review and discussion.

GENERAL INFORMATION ITEMS

Information Items:

Budget Items:

Legal Issues:

VLCT: PACIF

State/Federal Issues:

Administrator's Correspondence:

Workshops:

Newsletters: VLCT News May-June 2020

Brochures & Ads:

Selectboard issues/concerns:

Executive Session:

Other Business:

Adjourn

TOWN and VILLAGE of JOHNSON, VERMONT FACILITY USE AGREEMENT

This Use Agreement is dated _____, 202_ by and between the Town and Village of Johnson (the Town/Village), and _____, (the User). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town agrees to allow the use of the _____ facility to User for the Event described below.

2. EVENT. User will use the Facility for the following Event(s) or Activities:

3. DATE and TERM. For a single use or event, the date of the Event(s) will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).

For multiple events or regular use requests, list the dates and times of all events you wish to schedule for the period of the Agreement. (i.e you may say "every second Wednesday from 7:00 p.m. to 9:00 p.m.)

4. RENT AND SECURITY DEPOSIT. The Town/Village does not currently charge for the use of most of it's facilities but reserves the right to do so and or to collect a security deposit.

5. OBLIGATIONS OF USER. At the end of each Use, User will return the Facility in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all

repairs to the Facility required because of damage caused by User and User's guests.

6. OCCUPANCY. Occupancy of the Facility will be limited to ____ persons.

7. SMOKING. Smoking is prohibited in all Facilities. The town/village reserves the right to restrict or place conditions on alcohol use.

8. INSURANCE. User will either: 1) provide evidence that the organization has existing comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, which provides coverage for the event(s) or 2) procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town and Village of Johnson is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and User will furnish the Town/Village with a certificate of insurance prior to the Event. The Town/Village will make information on low cost insurance products that may be available for their use if they exist.

9. INDEMNIFICATION AND HOLD-HARMLESS. If the User is unable to procure insurance as required in Section 8 above, they acknowledge by signing this Agreement that the Town/Village insurance coverage does NOT provide coverage for damages to the property or persons, of the User's employees, agents, members, or guests. User agrees to indemnify and hold the Town/Village, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by User and User's guests, agents, or employees.

10. ASSIGNMENT. This Use Agreement is not assignable to any other person or entity.

11. CANCELLATION. Any Use fee will not be refunded if notice is received less than ____ days

before a Use Period unless the Facility is subsequently rented for the same date.

12. RIGHT OF ENTRY AND TERMINATION. The Town/Village, its officers, agents, and employees shall always have the right to enter the Facility during the Event to confirm User's conformance to this Agreement. If the Town/Village determines, in its sole judgment, that User has breached a term of this Agreement, the Town/Village shall have the right to immediately terminate this Use Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to User.

13. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with the Town/Village and Village of Johnson Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at _____, Vermont this ____ day of _____, 202__.

TOWN/VILLAGE AND VILLAGE OF JOHNSON USER: _____

By: _____ By: _____

It is duly authorized agent It is duly authorized agent

Address:

phone: ____ - ____ - _____

FIELD RENTAL

Johnson Recreation is responsible for reservation requests, scheduling, and management of Town athletic field. If you have questions regarding rates, billing, facility rules or other details, please contact us or stop by Tuesday, Wednesday, or Friday 9-2

Field Use Forms

Please make an effort to confirm your dates *before* booking and avoid reserving fields “just in case.” Always include time for set-up and break-down. If your reservation changes, please notify us immediately so the space can be opened for other users. Applications will be considered on a first-come, first-serve basis. Applications that are illegible or incomplete will be returned for clarification.

Costs for field lining and marking are in *addition* to any rental fees. Requests must be made directly to Recreation Coordinator at least two weeks prior to the event date. To contact, please call (802)635-2611 or email tojrecreation@townofjohnson.com

Youth Based Sports & Athletic Activities

- No rental fee to Johnson Recreation activities
- \$125 fee for costs related to field care for the entire season
- Plus any costs from resultant damages.

Adult Based Sports & Athletic Activities

- No rental fee to Johnson Recreation activities
- \$125 fee for the costs related to field care for the entire season
- Plus any costs from resultant damages

Sports Camps & Special Activities

- \$25/day fields at Old Mill Park or Legion Field
- Plus any costs from resultant damages

Field Lining / Marking*

Fees for field lining or marking are in addition to rental fees. Requests must be made at least two weeks prior to the event date. Fee for marking \$30 per field.

*We mark our fields regularly. Please call to discuss if field lining will be necessary. (802) 635-2611

**TOWN and VILLAGE of JOHNSON, VERMONT
FACILITY USE AGREEMENT**

This Use Agreement is dated _____, 201_ by and between the Town and Village of Johnson (the Town/Village), and LAMOILLE VALLEY BIKE TOURS, LLC., (the User). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town agrees to allow the use of the Old Mill Park / Mill Building Lawn facility to User for the Event described below.
2. **EVENT.** User will use the Facility for the following Event(s) or Activities:
Staging for day use operations of bike tour and bike rental business. Launching and returning of riders on the Lamoille Valley Rail Trail. Operations include truck, small enclosed trailer (6x12), bikes. The only deviation from prior years is that we are requesting to leave trailer onsite overnight during operating season to reduce need to transport trailer daily. Operations limited to lawn of Mill building property.
3. **DATE and TERM.** For a single use or event, the date of the Event(s) will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).

For multiple events or regular use requests, list the dates and times of all events you wish to schedule for the period of the Agreement. (i.e you may say “every second Wednesday from 7:00 p.m. to 9:00 p.m.)

Seasonal operations from June 10 to October 30th
Days of operation: Wednesday/Thursday/Friday/Saturday (hours 9:00 AM to 5:00 PM)

4. **RENT AND SECURITY DEPOSIT.** The Town/Village does not currently charge for the use of most of it’s facilities but reserves the right to do so and or to collect a security deposit.
5. **OBLIGATIONS OF USER.** At the end of each Use, User will return the Facility in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by User and User’s guests.
6. **OCCUPANCY.** Occupancy of the Facility will be limited to _____ persons.
7. **SMOKING.** Smoking is prohibited in all Facilities. The town/village reserves the right to restrict or place conditions on alcohol use.
8. **INSURANCE.** User will either: 1) provide evidence that the organization has existing comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, which provides coverage for the event(s) or 2) procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town and Village of Johnson is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and User will furnish the Town/Village with a certificate of insurance prior to the Event. The Town/Village will make information on low cost insurance products that may be available for their use, if they exist.

9. INDEMNIFICATION AND HOLD-HARMLESS. If the User is unable to procure insurance as required in Section 8 above, they acknowledge by signing this Agreement that the Town/Village insurance coverage does NOT provide coverage for damages to the property or persons, of the User's employees, agents, members or guests. User agrees to indemnify and hold the Town/Village, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by User and User's guests, agents, or employees.
10. ASSIGNMENT. This Use Agreement is not assignable to any other person or entity.
11. CANCELLATION. Any Use fee will not be refunded if notice is received less than ____ days before a Use Period, unless the Facility is subsequently rented for the same date.
12. RIGHT OF ENTRY AND TERMINATION. The Town/Village, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm User's conformance to this Agreement. If the Town/Village determines, in its sole judgment, that User has breached a term of this Agreement, the Town/Village shall have the right to immediately terminate this Use Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to User.
13. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with the Town/Village and Village of Johnson Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Johnson, Vermont this ____ day of _____, 20____.

TOWN/VILLAGE AND VILLAGE
OF JOHNSON

By: _____
It's duly authorized agent

USER: Lamoille Valley Bike Tours, LLC.

By: Jim Rose

It's duly authorized agent

Address:

PO Box 569

Johnson, VT

phone: 802 -730 -0161

Town of Johnson Building Permit Ordinance DRAFT 6/1

PURPOSE

The Town of Johnson (Town) recognizes its responsibilities in managing public right of ways, storm-water, and other public utilities. The Town also seeks to increase equity and fairness of property tax assessments and payments. To accomplish these tasks the Town needs to be aware of building and renovations in the Town. Requiring the Town to find all changes in assessment without any assistance from property owners is inefficient and inequitable. It results in increased assessments punishing residents with visible structures.

AUTHORITY

This Ordinance is promulgated pursuant to 19 V.S.A. § 1111; 24 V.S.A. §§ 2291(3), (6), (15), (19), (22); 24 V.S.A. § 3315, 30 V.S.A. § 7056; 10 V.S.A., Chapter 32, and 24 V.S.A. § 4410 of the Vermont Planning and Development Act. This Ordinance is designated as a civil ordinance pursuant to 24 V.S.A. § 1971(b).

DEFINITIONS

1. "Town" is the Town of Johnson.
2. "Building" means any structure having a roof (including an awning or other similar covering, whether or not permanent in nature) and used for shelter or enclosure of persons, animals, equipment, or personal property.
3. "Informational Permit" means a written statement, issued by the Selectboard of the Town or its designee that establishes that the proposed construction project has obtained the necessary municipal permits and approvals.
4. "Permit Officer" means the municipal official designated by the Selectboard to issue permits.
5. "Person" means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal entity.
6. "Structure" means an assembly of materials for occupancy or use, including but not limited to a building, mobile home or trailer, or swimming pool.

PERMIT REQUIRED

1. No building or structure of any kind, including but not limited to houses, garages, sheds, outbuildings, retail and/or commercial structures, as well as an enlargement or addition that increases the footprint of an existing structure, shall hereafter be constructed or installed within the limits of the Town of Johnson unless an informational permit is first obtained from the Town permit officer.

2. An informational permit is required for the alteration of an existing building or structure that results in an increase in the number of bedrooms.
3. Something for commercial? Like turning a personal garage into a service garage.

EXEMPTIONS FROM PERMIT

Freestanding buildings of less than 100 square feet.

PERMIT ADMINISTRATION AND APPLICATION

1. The Town shall provide application forms approved by the Selectboard to be completed by the owners of all prospective construction projects, or their authorized agents, requesting informational permit approval.
2. The application forms shall contain questions pertaining to the name, address and contact information of the owner(s); type, size and location of the project; the existing regulatory permits and/or approvals to which the property is subject; new permit(s) and/or prior permitting at the site; and any other questions relative to the project which the Town may deem necessary.
3. The application shall include a general plot plan or sketch on one sheet of paper measuring no less than size 8 ½" x 11" that depicts the location of existing and proposed buildings and structures, the location of all utilities, wells, septic and replacement septic areas on the property; adjoining public highways; and any rights of way that provide access to the property.
4. The application shall contain such other information concerning the proposed construction project that the Selectboard may determine from time to time in the exercise of its discretion to be appropriate to achieve the purposes of this Ordinance
5. The Selectboard may establish, and may revise from time to time in the exercise of its discretion, a fee schedule for applications processed pursuant to this Ordinance.

ENFORCEMENT

1. This Ordinance shall be enforced as provided by 24 V.S.A. § 1974a.
2. A civil penalty of not more than \$500 may be imposed for a violation of this Ordinance.
3. The permit officer or other issuing municipal official is authorized to recover by the issuance of a municipal complaint, civil penalties in the following amounts for each violation of this Ordinance: First Violation \$200 Second Violation \$300 Third Violation \$400 Fourth and Subsequent Violations \$500
4. In lieu of the civil penalties provided in subsection B of this section, an issuing municipal official is authorized to recover a waiver fee in the following amount, from any person to whom a municipal complaint is issued, who declines to contest the municipal traffic complaint and pays the waiver fee: First Violation \$100 Second Violation \$150 Third Violation \$200 Fourth and Subsequent Violations \$250

Appendix A. Building Permit Application

Property Owner: _____

Property Location: _____

Project Description: _____

Additional Contacts: _____

Are there any prior permits related to this property? _____

Does the project contain new construction?

Does the project contain a renovation?

Does the project contain an addition?

Town of Johnson, Vermont

Policy Regarding Class IV Highways & Trails

Background Data:

The Town has the following miles of road by Classification as of January 1st, 2013:

Class II	13.13
Class III	36.41
Class IV	12.36
Total all miles	61.9

Total Miles maintained by the Town, Class II and III = 49.54

% of Class IV miles to Class II & III = 25%

State Aid to Highways payment to Town (data from 2012)

Class II rate	\$3,973.95/mi	x 13.13 mi=	\$52,178.00
Class III rate	\$1,464.80/mi	x 36.41 mi=	\$53,333.00
Class IV rate	\$0	x 12.36 mi=	\$0
Total			\$105,511.00

Total Highway Budget \$851,395.00 (data from 2012)

% of town highway budget received as State Aid 12.4%

Basis for Establishment of Policy:

The Class IV highways in Johnson vary in condition from being passable with a car to being little more than tracks through the woods. Class IV highways and trails receive no state aid to highways contributions, and are not eligible for FEMA reimbursements in event of loss or damage in a federally declared disaster. Therefore, all maintenance costs are borne by the local property tax.

Class IV highways and legal trails do provide public rights of way as well as access to private land and therefore do provide a public benefit.

State statute provides some guidance on the use and maintenance of Class IV highways and legal trails, which has been subject to interpretation and legal challenge over the years. The statutes allow Towns to provide maintenance to bridges and culverts on Class IV highways (though the statutes do not specifically require or identify any specific level of maintenance) and no maintenance at all on Legal Trails.

The Courts have opined that a clearly written policy applied uniformly is highly

desirable. Given these factors, this policy is adopted to provide standards of maintenance provided by the Town, maintenance by others, process for reclassification, permit process for work within the right of way, control and protection of highways and general guidance to those seeking to use Class IV highways and/or legal trails for access, recreation, development, or improvements.

1. Definitions

Class IV Highway: Class IV highways are all other highways not falling under definitions of Class I, II, and III highways. Class I, II, and III are defined in Vermont Statutes for the purpose of receiving state aid and are passable by a pleasure vehicle on a year-round basis.

Class IV Roads are herein further described as follows:

Class IV highways currently provide access for a range of land uses from full time permanent residences, part time or seasonal residence and structures, farming and forestry activities and recreational uses. The condition of these roads also ranges from relatively good condition to little more than barely identifiable as roads. The use and condition of roads may be considered by the Selectboard when determining maintenance to be performed.

Trail: Trail means a public right-of-way which is not a highway and which:

- (A) previously was a designated highway and having the same width as the designated town highway, or a lesser width if so designated, or
- (B) a new public right-of-way laid out as a trail by the Selectboard for the purpose of providing access to abutting properties or for recreational use.

2. Change in Classification

It is the general policy of the Selectboard to discourage the reclassification and/or upgrading of Class IV highways and trails unless there is a demonstrated public benefit to doing so. However, it is the right of an abutting landowner to request changes in highway status. The Selectboard, if so petitioned, will follow the procedures set out in 19 VSA §708-716.

Under Vermont Statutes, Class IV highways may be reclassified to trail status, discontinued, or upgraded to Class III or higher status. Trails may be discontinued or upgraded to Class IV or higher status. Reclassification will be done in accordance with 19 VSA §708-716 and upon findings by the Selectboard that such reclassification is in the public good.

At a minimum, any road structure or subsurface work performed on or within the

right of ways of a Class IV highway or trail requires a Right of Way Permit from the Town as per 19 VSA §1111.

The full costs (including any surveys and legal costs) of upgrading a trail to a Class IV highway, or a Class IV highway to a Class III highway for the purpose of reclassification, shall be the sole responsibility of the petitioners. Any reclassification to Class III shall conform to the Town Codes and Standards and Development Road Policy as then currently in effect.

3. Town Policy

It is the policy of the Selectboard to retain Class IV highways and trails for the public good, including multiple recreational uses, and retention of the right of way for potential future development.

4. Maintenance by the Town

A. Trails

1. The Town shall not provide any summer or winter maintenance, or upkeep on trails.
2. The Town shall not be liable for construction, maintenance, repair, or safety of trails.

B. Class IV Highways

Requirements of Statute 19 VSA §310. Highways, bridges and trails (b):

Class 4 highways may be maintained to the extent required by the necessity of the Town, the public good and the convenience of the inhabitants of the Town, or may be reclassified using the same procedures as for laying out highways and meeting the standards set forth in §302 of this title.

Town Policy: Winter Maintenance.

The Town shall not provide any winter maintenance on any Class IV highways, beyond that required by statute.

Town Policy: Class IV Highway Budget

1. The Selectboard will establish a line item in the Highway Budget and annually propose a sum of money, as in its judgment is necessary to meet statutory required maintenance as well as the maintenance necessary for the preservation of the structure of road structure of Class IV highways. The budget line item shall be subject to voter approval.

2. The Road Foreman shall inspect Class IV roads annually for the purpose of determining the work to be performed thereon and its prioritization.
3. Sufficient money shall be budgeted annually to perform the work specified above.
4. Budgeted monies shall be spent annually or placed in a dedicated reserve fund for future Class IV road maintenance.

In the event of an emergency such as a fire or medical emergency and if requested, the Town may make reasonable attempts to assist emergency vehicles to access properties located on Class IV roads, but shall accept no responsibility for the inability of emergency vehicles to access such properties due to road conditions, weather conditions or any other factors.

5. Maintenance Work by Others

NOTE: It is recommended that any subsurface road or ditch work be preceded by notification to DigSafe (Call 811 or 888-DIG-SAFE or see <http://www.digsafe.com>).

A. PERMIT REQUIRED

A Town Permit is required for any and all road structure work and/or subsurface work (herein defined as affecting the road below the top 6 inches).

1. No such structural or subsurface work or maintenance on a trail or Class IV highways is to commence without a signed permit from the Town.

Any person wishing to perform or arrange for the performance of maintenance work or improvements on a Class IV Town Highway, or Trail, or within the right of way of same must make written application on a Highway and Right of Way Access Permit form prescribed by the Town prior to commencing any work. The application shall contain drawings and descriptions of the work sufficient to review the requested work and make a determination on it.

2. All such work shall maintain the pre-existing dimensions, physical character and use of the trail or Class IV highway unless otherwise permitted by the Selectboard.

Stone walls within the right-of-way shall not be damaged, altered or removed except as permitted by the Selectboard.

3. By submission of a Highway and Right of Way Permit application and issuance of same, the applicant agrees that all the requirements for signage, work safety, and public safety required by law or reasonable prudence will be adhered to in connection with the work, that the road work will be done in accordance with specifications established by the Town and or the permit, that the applicant and

applicant's agents shall not hold the Town responsible for any claims or injuries, which may arise out of the work within the right of way, and agrees to indemnify and save the Town and its agents harmless against legal responsibility for any and all damage, loss or claim associated with this work. The landowner shall bear any and all costs associated with said Class IV highway or trail project.

A surety bond or damage deposit may be required for alterations and repairs, as well as use of rights of way in existing condition by equipment or other means, which may cause damage such as logging, horse or bike tours or other commercial enterprises. The amount of surety shall reflect reasonable estimates of repairs that may be necessary in the event of noncompliance with the provisions of this policy or permit conditions issued for the project.

The applicant shall notify the Town upon completion of the permitted work. Once the Town is satisfied that all conditions of the permit have been met, and the Class IV highway or trail is left in proper condition, the surety or deposit will be returned within 30 days, unless the Highway and Right of Way Permit specifies a longer period of time for retention of a damage deposit. The Town shall retain any interest on deposits or surety held for this purpose.

4. Inspection: Upon completion of the work, the Town Road Foreman, Road Commissioner or other appropriate agent of the Town shall be notified in writing to arrange for inspection and approval of the work.

5. Permission: Permission for plowing, repair, maintenance, improvement, or restoration, which does not adversely affect the highway or trail, will not be unreasonably withheld by the Town. The highway shall be left in as good or better condition as existed prior to starting work.

B. NO PERMIT REQUIRED

No Town permit is required for plowing, maintenance to the surface of the road and/or cleaning of existing ditches, however seasonal, written (hard copy or email) notification to the Town is required.

Any winter plowing of Class IV highways allowed by the Town to parties other than a municipality shall not negate the privileges under 23 VSA§3206(b)(2).

Note: 23 V.S.A. 3206(b)(2) states:

(b) A snowmobile shall not be operated

(2) On a public highway, unless it is not being maintained and plowed for use by motor vehicles during the snow season.)

6. Control and Protection

The Selectboard shall strive to preserve the integrity of Class IV highways and trails as public rights-of-way by means which may include, but are not limited to, the following:

- A. Establishment of vehicle weight limits;
- B. Prohibition or restriction of wheeled vehicle use during mud and snow season; signs and barricades may be utilized to accomplish this purpose;
- C. Requirements for temporary permits for heavy equipment access may be imposed and the stipulation included that any highway damaged will be repaired by or at the expense of the user; posting of bond or other security to guarantee that repairs are made, may be required as a condition of any permits;
- D. Establishment of speed limits;

7. Permission

Permission for repair, maintenance, improvement or restoration, which does not adversely affect the highway or trail, will not be unreasonably withheld by the Town. The highway shall be left in as good or better condition as existed prior to beginning any such work.

8. Right-of-Way Access

The Selectboard shall control access into the highway right-of-way for the installation or repair of utilities and for access of driveways, entrances, and approaches through the Highway and Right of Access Permit process as defined in 19 VSA §1111.

Notwithstanding the above, nothing herein shall be deemed to negate or repeal permit requirements for working in or adjacent to highway rights-of-way.

9. Overweight Vehicles

Pursuant to 23 VSA, Chapter 13, Subchapter 15, vehicular use of highways and bridges is subject to limitation and regulation regarding gross vehicle weights, tire and axle weights, and overall length and width.

- A. Written approval of the Selectboard, or its authorized agent, may be granted for overweight vehicle use or travel over highways.
- B. Written agreement may be established by and between the Selectboard and applicant for compensation for wear and tear on highways anticipated or caused by use of highways in excess of the legal weight and size limitations.
- C. Vehicles used for agricultural or forest management shall not be held to a higher standard than other vehicles.

10. Posting and Gating of Highway

No highway of any Class may be intentionally closed by a gate or other obstruction except upon approval of the Selectboard (see: 19 VSA §§304 and 1105). The Selectboard may post a highway in accordance with 19 VSA §1110. The Selectboard may post a highway for the purposes of preserving the integrity of the road (see 19 VSA §304).

11. Disputed Right-of-Way Situations

It is recommended that any person(s) or entity(s) considering any road work requiring a Town Permit first consult with the Town to regarding the Right-of-Way (ROW) location. In the event of a disputed ROW location, mediation is recommended. If the ROW location dispute is not resolved, ultimately the burden of proof is on the Town to legally establish the ROW location.

12. Penalties for Non-compliance

If any person(s) or entity(s) are found to be in non-compliance with the Class IV Highway and/or Tail policies of the Town of Johnson within the legal ROW, whether they have a permit or not, then:

- A. It is the Selectboard's responsibility to identify and notify the responsible parties that they have 30 days from the date of notification to correct the non-compliance.
- B. At its discretion, the Selectboard may instead set a mutually agreeable date for resolution.
- C. The notification should state clearly what the non-compliance is and what the Selectboard considers an acceptable resolution.
- D. The notified parties have the right to propose an alternative resolution for the Selectboard's consideration. (Note: Returning the ROW to its original condition must be considered an acceptable resolution.)

13. Compliance with other Regulations

This policy is written to establish and clarify standards of construction and the authority of the Selectboard and its authorized representatives.

All other policies and regulations adopted by the Town of Johnson shall remain in full force and effect.

(end)