

**Selectboard Agenda
Johnson Municipal Offices
293 Lower Main West**

Date: Monday, January 16, 2023

Agenda:

CALL TO ORDER

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

6:00 p.m. Additions or Adjustments to the Agenda

6:05 p.m. Review FY24 Town of Johnson Budget

7:05 p.m. Review Invoices and Orders

7:15 p.m. Review and approve minutes of meeting past December 19th, 2022 and January 5th, 2023

7:20 p.m. Selectboard issues/concerns

7:25 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:35 p.m. Public Works Supervisor/Highway Foreman Report

7:45 p.m. Review Planned Purchases

Administrator's report, action items, and signature required items:

8:00 p.m. Committees and Volunteer Support

1. Historical Society Weathervane Display (10 minutes)
2. Ice Rink Improvements at Legion Field (10 minutes)

8:20 p.m. New items

3. Review Draft Town Meeting Warning (20 minutes)
4. Review Website Hosting and Management Agreement (10 minutes)
5. Review Fire Service Contract (10 minutes)
6. Discuss Planning for Farewell Party for Eric Osgood (10 minutes)

9:10 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

7. Discussion and Potential Decision on Updating Light Industrial Park Mumley Proposal (20 minutes)
8. Jenna's Promise VCDP Grant Surety Agreement (5 minutes)
9. Lease Agreement for Holcomb House Caretaker's Apartment (10 minutes)

9:45 p.m. Executive Session(s)

10. Executive Session to Discuss Economic Development Contract Services (15 minutes)

Adjourn

Please 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

Town Administrator's Report

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Administrator's report, action items, and signature required items:

8:00 p.m. Committees and Volunteer Support

1. Historical Society Weathervane Display (10 minutes)

The Johnson Historical Society and Duncan Hastings has offered to display the historic weathervane at the municipal office's foyer. The weathervane had been in place on top of the old Town Hall for many years and was recently recovered and repaired.

2. Ice Rink Improvements at Legion Field (10 minutes)

There has been a request for modifications to the spigot on Legion Field to make it more suitable for use with the ice rink. Leading options are to either construct a shed or to remove the above ground meter hookup.

8:20 p.m. New items

3. Review Draft Town Meeting Warning (20 minutes)

An updated draft of the Town Meeting Warning is available for review. The final day for petitions to change the warning is January 19th. Candidates have until January 30th, but that will not require changes to the warning.

4. Review Website Hosting and Management Agreement (10 minutes)

Last January we committed to a one year hosting and management agreement with 3W Promotions. That agreement is up for renewal.

5. Review Fire Service Contract (10 minutes)

The Village has provided us with the Fire Service Contract for signing. It contains a 3% cost increase.

6. Discuss Planning for Farewell Party for Eric Osgood (10 minutes)

Eric Osgood will be leaving the Selectboard at the end of this term. The town may choose to recognize his service in some way.

9:10 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

7. Discussion and Potential Decision on Updating Light Industrial Park Mumley Proposal (20 minutes)

The board will review the proposal for updating the site plan provided by Mumley Engineering.

8. Jenna's Promise VCDP Grant Surety Agreement (5 minutes)

Our attorney has completed a document to serve as the surety agreement as required by the VCDP grant. If it meets the board's needs, the board may sign it.

9. Lease Agreement for Holcomb House Caretaker's Apartment (10 minutes)

An updated lease agreement is ready for the Holcomb House Caretaker's Apartment at 188 Lower Main East, Apartment 2.

9:45 p.m. Executive Session(s)

10. Executive Session to Discuss Economic Development Contract Services (15 minutes)

The board may discuss the ongoing efforts to secure Economic Development Services. The board may determine that premature public disclosure of the negotiations may place the town at a substantial disadvantage. If so, then an executive session to Economic Development Contract Services would be permitted by 1 V.S.A. §313(a)(1).

GENERAL INFORMATION ITEMS

Information Items:

1. North Central Vermont Recovery Center Annual Report
2. Newport Ambulance Service re: 2023 budget

Budget Items:

1. Lamoille County Child Advocacy: request for \$2,224.48
2. Lamoille County Planning Commission: request for \$1,877
3. Lamoille Home Health: request for \$10,338
4. Meals on Wheels: request for \$4,000
5. Lamoille Conservation District request for donation
6. LCMHS; request for \$2,500

Legal Issues:

VLCT: PACIF

State/Federal Issues:

1. 2022 Equalization Study Results

Administrator's Correspondence:

1. Animal Bite Report: 12/24/22
2. HIV Antitrust Litigation
3. Salvation Farms: thank you for consideration

Workshops: Zoning 101

Newsletters:

Brochures & Ads:

Old Business:

- 1. ATV Ordinance Update**
- 2. Class IV Road Update**
- 3. Stop Sign Ordinance**
- 4. Constable Update**

Adjourn

Item	Department/Use	Cost	Code	Quotes
Tablet for Public Works	Public Works	\$749 plus ~\$20 monthly	50-7-15-25.00 Small Equip Purchase	
Attic Insulation	Library	\$ 3,300.00	50-7-70-45.01 Building Capital Exp	Attached



Jasmine Yuris

Johnson Public Library
7 Library st
Johnson, VT 05656

Quote #2355

From NP Foam, LLC.
(802) 673-6795
office@npfoam.com
www.npfoam.com
77 VT Route 58E
Irasburg, VT 05845

Bill To Johnson Public Library
7 Library st
Johnson, VT 05656

Sent On 10/26/2022

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
17.30 Cellulose	Material and labor to install an average of R49 loose fill insulation to flat portion of attic. As well as material and labor to install attic hatch.	1	\$3,300.00	\$3,300.00*

Please Note

Please be advised:

- By Code foam Insulation that will be left exposed must be covered with a 15 minute thermal barrier in all easily accessible areas.
- When sealing up a structure, it is necessary to install adequate ventilation to control moisture.
- While foam insulation is being installed, no other contractors will be allowed to be working in the building during and for 12 hours after the spraying has ended. Non construction related occupants must be out of the building during and for 24 hours after the spraying has ended. Any people in the building must be wearing a NIOSH approved full face respirator with organic vapor cartridges and particulate filters.
- While spraying foam there will be overspray and overspray can travel a long distance. While Spraying foam inside a structure, foam overspray can even occur outside or vice versa from building openings and cracks in structure. Owner and/or contractor is responsible for moving tools and belongings out of the way and cover to protect from overspray.
- Foam thickness is sprayed to achieve an average depth only: variances of plus or minus 1/2 inch is acceptable.
- We highly recommend to air-seal structures with a good quality caulk or can foam between plates and studs, around windows, and gaps that are too small to spray foam into. We can do this service for an added cost if asked.
- Please have your heating equipment serviced by a licensed professional and your carbon monoxide detectors maintained and in place per manufacturers instructions.
- Please Note: There may be Efficiency VT rebates available for your project. Northern Precision Foam does not facilitate your rebate nor are they responsible for you to obtain your rebate. Upon request we can give you contact information to the third party auditor that we work with.

In order to qualify for those rebates a blower door test must be done before any work is performed.

A deposit of \$990.00 will be required to begin.

NP Foam, LLC.



Jasmine Yuris

Johnson Public Library
7 Library st
Johnson, VT 05656

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Quote #2355

From NP Foam, LLC.
(802) 673-6795
office@npfoam.com
www.npfoam.com
77 VT Route 58E
Irasburg, VT 05845

Bill To Johnson Public Library
7 Library st
Johnson, VT 05656

Sent On 10/26/2022

Total

\$3,300.00







WARNING

Annual Town Meeting for the Town of Johnson, Vermont
March 7, 2023

The legal voters of the Town of Johnson, Vermont are hereby notified and warned to meet in Town Meeting at the Gymnasium of the Johnson Elementary School in said Johnson on Tuesday, March 7, 2023 at nine-o'clock in the forenoon, local time, to transact the following articles of business:

- Article 1. To elect a Moderator for the Town Meeting.
- Article 2. To elect two (2) Selectboard Members. One for a three year term, one for a two year term.
- Article 3. To elect all other Town and Town School District Officers required by law.

Notice is hereby given that the ballot boxes for reception of ballots for the election of Town and Lamoille North Unified Union School District Officers (Articles 1 through 4) will be open at 9:00 a.m. when Town Meeting opens and shall close at 7:00 p.m. in the evening.

ANNUAL TOWN MEETING

- Article 4. To review the reports of the town officers and others as included in the Town Annual Report.
- Article 5. To establish the rates of compensation for the Town Officers.
- Article 6. Shall the voters authorize total fund expenditures for operating expenses of \$???, of which an estimated \$??? shall be raised by taxes and \$??? by non-tax revenues?
- Article 7. Shall the voters authorize the Town of Johnson to raise, appropriate, and expend the sum of \$??? For the following organizations?

North County Animal League	\$1,410
Lamoille County Home Health	\$10,338
Lamoille Family Center	\$2,000
Meals on Wheels	\$3,760
Retired and Senior Volunteers	\$2,247
Rural Community Transportation	\$2,820
Adult Basic Education	\$940
Adult Day Care Out and About	\$611
Lamoille Restorative Justice	\$1,175
Lamoille Housing Partnership	\$752
Central Vermont Community Action	\$470
Clarina Howard Center	\$1,320
American Red Cross	\$500
Lamoille County Special Investigative Unit	\$2,224.48
North Central Vermont Recovery	\$2,000
Salvation Farms	\$700

Article 8. Shall the voters authorize the Town of Johnson to raise, appropriate, and expend up to \$50,000 for the purpose of hiring or contracting with an Economic Development professional?

Article 9. Shall the voters authorize the Town of Johnson to collect property taxes to the Town Treasurer in four equal installments (32 V.S.A. § 4792), as listed below; with delinquent taxes and assessments have charged against them an eight percent (8%) commission after the fourth installment (32 V.S.A. § 1674) and interest charges of one percent (1%) per month or fraction thereof, for the first three months; and thereafter, one and one half percent (1 ½%) per month or fraction thereof from the due date of such tax? Such interest shall be imposed on a fraction of a month as if it were an entire month (32 V.S.A. § 5136). Payments are due in the hands of the Treasurer by 4:00 p.m. on the below due dates.

First installment to be paid on or before Thursday, August 10, 2023

Second installment to be paid on or before Friday, November 10, 2023.

Third installment to be paid on or before Monday, February 12, 2024.

Fourth installment to be paid on or before Friday, May 10, 2024.

Article 10. Shall the voters authorize the Town of Johnson establish an Arboretum Reserve Fund to be used for preservation, development, and health of the Johnson Arboretum in accordance with 24 V.S.A. § 2804; to be funded annually by donations dedicated to the Arboretum and/or unspent funds dedicated to the Town of Johnson Tree Board?

Article 11. Shall the voters authorize the Town of Johnson to appoint the Town Clerk, in accordance with 17 V.S.A. § 2651e?

Article 12. Shall the voters authorize the Town of Johnson to appoint the Town Treasurer, in accordance with 17 V.S.A. § 2651f?

Dated at Johnson this _____ day of January, 2023

Selectboard

Johnson, Vermont, town Clerk's Office, January _____ 2023 at _____
received the foregoing warning and the same is duly recorded before posting.

Attest: _____
Town Clerk

3W Promotions

407 Patnoe Farm Dr.
Hyde Park, VT 05655 US
(802) 917-4020
webmaster@3wpromotions.com
www.3wpromotions.com



INVOICE

BILL TO

Town of Johnson
P.O. Box 383
Johnson, VT 05656

INVOICE # 1793

DATE 01/04/2023

DUE DATE 01/19/2023

TERMS Net 15

DATE	DESCRIPTION	AMOUNT
01/04/2023	Basic Managed WordPress Web Hosting for townofjohnson.com <ul style="list-style-type: none"> • 30 GB storage • Up to 25,000 visits per month • Website backup protection with 1-click restore • Automatic daily malware scans \$15.99 / per month 1/13/2023 through 1/13/2024	191.88
01/04/2023	Advanced Website Security for townofjohnson.com <ul style="list-style-type: none"> • Firewall. • SSL Certification, 2048-bit encryption • Malware scanning. • Unlimited site cleanups. • DDoS protection, and Content Delivery Network (CDN) speed boost. • 25 GB of secure backup. \$20.99 / per month 1/13/2023 through 1/13/2024	251.88
01/04/2023	Website Maintenance, January 2023	85.00
BALANCE DUE		\$528.76

3W Promotions

**Proposal to the Town of Johnson, Vermont for
Website Maintenance, Design Assistance and Website Hosting.**

**From Elisa Clancy, Owner and Webmaster,
3W Promotions, Hyde Park, Vermont
webmaster@3wpromotions.com | 802-917-4020**

**Submitted January 4, 2023
To Brian Story, Town of Johnson Administrator**

Hosting and Security

Basic Managed WordPress Web Hosting

- 1 website
- 30 GB storage
- Up to 25,000 visits per month
- Website backup protection with 1-click restore
- Automatic daily malware scans

\$15.99 / per month

Advanced Website Security

- Firewall.
- SSL Certification, 2048-bit encryption
- Malware scanning.
- Unlimited site cleanups.
- DDoS protection, and Content Delivery Network (CDN) speed boost.
- 25 GB of secure backup.

\$20.99 / per month

Total Hosting and Security Cost Per Year: \$443.76

Website Maintenance

Monthly Website Maintenance: \$85 mo. / \$1,020 yr.

Additional Webmaster Assistance \$95/hr. \$20 minimum



VILLAGE OF JOHNSON

FIRE DEPARTMENT

PO Box 603

Johnson, VT 05656

Phone: 802-635-2611

Fax: 802-635-2393

ebailey@townofjohnson.com

To: Johnson Select Board
From: Erik Bailey, Village Manager & Arjay West, Fire Chief
RE: 2023 Fire Service Contract
Date: December 22, 2022

Dear Johnson Select Board Members,

The Johnson Fire Department has completed budget planning for 2023. Along with the inflationary increases we are all experiencing, our largest hurdle was loss of income from Northern Vermont University. NVU has historically made a contribution in support of the Fire Department, and we've been notified that will terminate effective January 2023. This presents an uncomfortable gap in our budget. Cuts have been imposed to many line items for 2023, essentially creating a level budget, without requests for moderately large increases to the contract Towns we serve. It will take a couple of years for us to rebound from this loss, but we feel this is the responsible decision, and overall the function of the Department should remain steady. We continue to hold a priority of funding our two Capital Savings plans, as they are key elements of future stability.

We have replaced Rescue 2 with a smaller truck, and are preparing retro-fits to Rescue 3 to enhance safety for the firefighters, and increase its capabilities as a "utility vehicle".

We experienced an above average number of calls last year, and early indications are that will carry into 2023.

We have returned to a normal training schedule post-Covid. One training priority for the upcoming year is to finalize our Mayday process and RIT deployment, in the event of a downed firefighter. This will bring completion of different styles and methods we began practicing last summer.

The Town of Johnson's 2023 fire service contract will be \$ 97,911, a 3% increase: the amount of \$ 2,852. If you have any questions or concerns, please contact the Johnson Municipal Office at any method listed above.

Sincerely,

A blue ink signature of Erik Bailey, Village Manager, written in a cursive style.

Erik Bailey, Village Manager

A blue ink signature of Arjay West, Fire Chief, written in a cursive style.

Arjay West, Fire Chief

**AGREEMENT FOR SERVICES BETWEEN
VILLAGE OF JOHNSON
AND
THE TOWN OF JOHNSON**

Articles of Agreement made and entered into by and between, the Village of Johnson hereinafter called the “Village” acting through its Trustees, and the Town of Johnson, Vermont hereinafter called the “Town”, acting through its Selectboard.

WITNESSETH

Whereas, the Village of Johnson Volunteer Fire Department, henceforth the “Department”, owns and operates firefighting equipment and apparatus and has the personnel and capacity to provide fire protection services to neighboring towns; and

Whereas, pursuant to the authority granted to Towns and Villages under 24 VSA, the Village Trustees and the Town of Johnson desire to enter into an agreement for the provision of fire protection services;

Furthermore, the parties acknowledge that the “Department” provides fire protection services to the Towns of Belvidere, Waterville, as well as the Village of Johnson and participates in Mutual Aid with other area departments.

Be it therefore resolved, in consideration of the mutual promises and covenants herein, the parties agree as follows:

- 1) The Department will provide fire protection services to the Town of Johnson and will respond to fire and emergency calls in the Town of Johnson. The provisions of fire protection services under this Agreement will be subject to the following exceptions: a) if accidents, conditions or circumstances otherwise beyond the control of the Department prohibit the Department from responding or b) in the event the Department is responding to a fire or emergency call for any entity other than the Town of Johnson. It shall be in the sole judgment of the Department’s officers in charge as to whether or not it is prudent or reasonable for the Department to respond to the Town of Johnson’s call. If it is not prudent or reasonable for the Department to respond, the Town of Johnson understands it may have to rely on Mutual Aid for primary fire protection or emergency calls while the Department is otherwise deployed.

As used above, the term “emergency calls” is intended to include activities directly related to responding to an active emergency situation. Requests for assistance that are not directly related to an active emergency situation are not considered “emergency calls.” For instance, pre-planned public outreach, traffic control, or assistance to other municipal entities that is scheduled in advance is

not deemed an “emergency call.” Requests for assistance that are not an active emergency response should be documented in writing in advance along with the anticipated Fire Department charges for the assistance.

- 2) The fee for these services for the calendar year 2023 shall be \$97,911 This fee shall not cover any expenses for Mutual Aid for any other departments for fire or emergency calls. In the event that the parties continue this Agreement as provided for in Term 7, the parties agree and acknowledge that the fee for services may be subject to a yearly change. Notice of any increase in the fee shall be provided to the Town of Johnson on or before December 31st prior to the start of the next agreement year.
- 3) Fees shall be due and payable according to the following schedule; Payments for January 1-June 30 due on July 31, payments for July 1-September 30 due on September 30, and payments for October 1-December 31 due on December 31.
- 4) In order to limit both parties exposure to lawsuit and liability, the parties mutually agree to carry insurance covering, at a minimum, public officials and general liability, property, auto, workers comp, and casualty and to name the other party as an additional insured on their policy.
- 5) To the extent allowed by law, the Village of Johnson and the Town of Johnson shall each defend, save harmless, and indemnify the other (including its directors, officers, employees, agents and subsidiaries) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including but not limited to reasonable attorneys' fees), that are related to this Agreement and that are (i) caused by a negligent act or omission of the indemnifying party, its agents, employees or invitees, or (ii) sustained on or caused by equipment or facilities, or the use thereof, that the indemnifying party owns or controls. Notwithstanding the foregoing, the Village of Johnson and the Town of Johnson each shall be solely responsible for and shall bear all costs of claims by its own employees or contractors growing out of any workers' compensation law.
- 6) This agreement shall become effective upon execution and shall be binding on the parties for the term of the agreement, subject to voter approval of the 2023-2024 Town budget and the 2023 Village budget, respectively. The term of the agreement shall be January 1st to December 31st of any agreement year. If the 2023-2024 Town budget is not approved by the voters at the March 2023 Town Meeting, the Town shall inform the Village promptly of its intent to maintain or cancel the Fire Services contract effective June 30, 2023. Notice to cancel the contract must be provided at least 60 days prior to June 30, 2023; otherwise the contract for 2023 will remain in effect for the duration of the calendar year (2023) with all payments due as agreed to. In any event, the Town is responsible to pay for fire services provided by the Village from January 1, 2023 through June 30, 2023, which would be \$48,956.

If the 2023 Village budget is not approved by the voters at the April 2023 Village Meeting, the Village shall inform the Town promptly of its intent to maintain or cancel the Fire Services contract effective June 30, 2023. Notice to cancel the contract must be provided at least 60 days prior to June 30, 2023; otherwise the contract for 2023 will remain in effect for the duration of the calendar year (2023) with all services rendered as agreed to.

- 7) The agreement may be renewed from year to year in writing by both parties, stating any changes to the agreement or fees, and prior to December 31st of any agreement year. Written notification shall be provided by either party at least 60 days before expiration, of intent not to renew the agreement upon its expiration. Unless renewed or amended, this agreement shall expire on December 31st of any agreement year.
- 8) The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. With the exception of mutual aid agreement negotiated by the Fire Chief on behalf of the Village and Town, the Village of Johnson and Department are not authorized to enter into or commit the Town of Johnson to any agreements, and the Village of Johnson and Department shall not represent themselves as the agent or legal representative of the Town of Johnson. The Town of Johnson is not authorized to enter into or commit the Village of Johnson to any agreements, and the Town of Johnson shall not represent itself as the agent or legal representative of the Village of Johnson. The Town of Johnson shall not be liable for taxes, Workers' Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Village of Johnson or Department or any other person consulted or employed by the Village of Johnson or Department in performing Services under this Agreement. All such costs shall be the Village of Johnson and Department's responsibility. The Village of Johnson and Department's employees shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, or expenses other than as specifically provided for in this Agreement, and each party hereby expressly waives any claim, whether now known or not now known and any claim hereafter accruing against the other party arising out of the operation of any applicable workers' compensation law. The Town of Johnson's employees and agents shall not be entitled to any remuneration, benefits, including without limitation any health or retirement plans, workers' compensation, or expenses related to the services covered by this Agreement.
- 9) This agreement may be amended in writing by and upon such terms and conditions as agreed to by both parties.

In the presence of:

 1/6/23
Date

Date

In the presence of:

Date

Date

Village of Johnson by its Chair



Date: 1/6/2023

Town of Johnson by its Chair

Date: _____



Civil Engineers • Land Use Planners

November 18, 2022

Brian Story, Town Administrator
Town of Johnson
P.O. Box 383
Johnson, VT 05656

**Subject: REVISED Scope of Services and Estimated Costs
Proposed Industrial Park
VT Route 15, Johnson, Vermont**

Project #: 10016.2

Dear Brian,

Please find enclosed a proposed Scope of Services and Cost Estimate for updating the proposed site plan and submitting State and local permitting for the referenced project. The initial Industrial Park design and initial permit applications were completed in November 2010 but were never submitted to the various agencies at that time. In the intervening years application forms, criteria and calculations have changed substantially, which will affect the level of effort to complete the project. Please be aware that the following items and associated costs are a conservative estimate; more detailed definitions of the scope of work and levels of effort can be provided once the full breadth of the project is confirmed.

Scope of Services

- 1) Utilizing the previously completed topographic survey and existing knowledge of the property, generate a revised conceptual plan for the site and coordinate with the Town for input. = \$2,500
- 2) Finalize site plan, grading and utility design. = \$8,000
- 3) State Wastewater System and Potable Water Supply Permit = \$2,000
 - a) Update water and wastewater design based on current State Regulations to extend municipal sewer and water service to the proposed development, complete application and submit to State.
- 4) State Construction General Permit = \$500
 - a) Complete application and submit to State
- 5) State Agency of Transportation (Vtrans) 1111 Permit = \$2,500
 - a) Meet with VTrans Utilities Engineer, if needed, to discuss previously approved/expired curb cut approval.
 - b) Update application based on revised site plan and submit to VTrans

- 6) State Stormwater Discharge Permit. = \$5,000
- a) Revise stormwater design based on revised site plan and to meet new permitting requirements.
 - b) Complete application and submit to State
- 7) State Public Water System Permit to Construct = \$4,500
- a) Prepare and submit an application to the State of Vermont, DEC, Drinking Water and Groundwater Protection Division for a Public Water System Construction Permit to extend municipal water to proposed development.
- 8) Update Act 250 Land Use Permit Application. = \$7,500
- a) Update the Ability to Serve Letters
 - i. Police Protection.
 - ii. Fire Protection.
 - iii. Electrical/Water Supply/Wastewater Disposal from Johnson, VT.
 - iv. Telephone.
 - v. Cable TV/Internet.
 - vi. Newport Ambulance Service.
 - vii. Vermont Fish & Wildlife Department.
 - b) Transfer Act 250 application materials to new online application.
 - c) Update ANR Wetlands signoff.
 - d) Update traffic analysis.
 - e) Obtain off-site mitigation from the Department of Agriculture for Prime Ag Soils
 - i. Based on previous permit preparation and analysis, the potential mitigation fees are estimated at \$25,000
 - f) Obtain a Mitigation Agreement from the Department of Fish and Wildlife for impacts to deer winter yard buffers.
 - i. It is our understanding that the Town will utilize off-site existing lands for mitigation.
- 9) Boundary Survey = \$12,000
- a) Preparation of a Subdivision Plat and setting of appropriate property markers
 - b) To be completed by a third-party professional surveying firm

The scope of Ruggiano Engineering's services does not include the following:

- a. Design of upgrades to the existing utility systems (municipal water, sewer, etc.)
 - Such as booster pumps to increase available pressure, extensions beyond that described in the preliminary feasibility study, or upgrading of the existing wastewater pump station.
- b. Detailed design of individual lots.
 - It is anticipated that prospective developers would obtain these services separately at their expense. Plans will include utility stubs extended to the right-of-way limit of the proposed road only.
- c. Design of highway improvements
 - Such as signalization at the intersection of Vermont Route 15 and the proposed access road, additional turn lanes, etc., if required by VTrans.
- d. An in-depth traffic study, if required by VTrans.

- The permit applications will include basic estimates of traffic generation for a typical commercial/industrial park. Traffic intensive uses on individual lots may trigger the need for a traffic study and/or traffic improvement which are not included in the scope of this proposal.
- e. Legal document preparation
 - Such as easement deeds, protective covenants, development restriction, conservation or mitigation agreements.
- f. Architectural services
 - Such as preparation of building elevations, etc. It is anticipated that building designs would be included in future amendments at the expense of individual lot developers
- g. Services of other consultants
- h. Army Corps of Engineers or State Wetland Conditional Use Determination permit applications.
- i. Permit application or impact fees (as a municipality, the Town/Village may be exempt from some application fees).
- j. Archeological or environmental impact studies.
- k. Construction layout, review or certification services.
- l. Bidding documents or assistance.
- m. Other permitting services not specifically listed in the Scope of Services.
- n. Covenants redraft.
- o. Title search.

We estimate the cost of the above services to be \$32,500 for site plan revisions, updated design and calculations, and permit application preparation and submittals, and an additional estimated \$12,000 for a Boundary Survey including property corners and Subdivision Plat preparation, by a Professional Land Surveyor.

Please be aware that the above items and associated costs are a conservative estimate; more detailed definitions of the scope of work and levels of effort can be provided once the full breadth of the project is confirmed.

We look forward to working with you toward a successful project. Please feel free to contact me if you have any questions or would like to discuss further.

Sincerely,
Tyler Mumley, P.E.



Mumley Engineering, Inc.

MORTGAGE DEED

KNOW ALL PERSONS BY THESE PRESENTS that Jenna Rae Tatro, L3C, a Vermont company with its principal place of business in the Town of Johnson, County of Lamoille and State of Vermont, (“Grantor”) in consideration of Five Hundred Thousand Dollars (\$500,000) in the form of a Vermont Community Development Program Subgrant, paid to its full satisfaction by the **TOWN OF JOHNSON**, a Vermont municipality located in the County of Lamoille and State of Vermont, (“Grantee”) by these presents does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, **TOWN OF JOHNSON**, its successors and assigns forever, a certain parcel of land in the Town of Johnson in the County of Lamoille and State of Vermont described as follows:

Being all of the same land and premises conveyed to Jenna Rae Tatro L3C by warranty deed of Stacy Manosh, dated August 29, 2019 and recorded in Book 153, Page 646 of the Town of Johnson Land Records, together with all appurtenances, fixtures and improvements thereto.

This Mortgage Deed shall also act as a Bill of Sale and does hereby convey the improvements on said lands and premises, together with all fixtures, appurtenances and equipment associated therewith to Grantee free from all encumbrances except all matters of record as of the date of execution of this Mortgage Deed.

Reference is hereby made to the above-mentioned instruments and plans, the records thereof, and the references therein made, and their respective records and references, all in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **TOWN OF JOHNSON**, its successors and assigns, to its own use and behoove forever; and the said Grantor, Jenna Rae

Tatro L3C, for it and its successors and assigns, does covenant with the said Grantee, **TOWN OF JOHNSON**, its successors and assigns, that until the ensembling of these presents said Grantor is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**; and shall hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatsoever.

THE CONDITION OF THIS MORTGAGE DEED IS SUCH, that if the said Grantor, **JENNA RAE TATRO L3C**, its successors or assigns, shall well and truly comply with either of the following conditions then this Mortgage Deed shall be null and void, otherwise to remain in full force and virtue:

1. Fully comply with all, and not default on any, of Grantor's obligations outlined in the VCDP Subgrant Agreement attached hereto as Exhibit A; or
2. Fully pay or cause to be paid to the said **TOWN OF JOHNSON**, its successors or assigns, Five Hundred Thousand Dollars (\$500,000).

The whole of the unpaid balance of the indebtedness may, at the option of the holder of this Mortgage, become immediately due and payable upon the occurrence of any of the events of default as set forth in the VCDP Subgrant Agreement.

Grantee, and those claiming by, through or under Grantee pursuant to the VCDP Subgrant Agreement, shall have the right to inspect the herein conveyed lands and premises at reasonable times upon the giving of reasonable notice to determine whether Grantor is in compliance with the terms of this Mortgage Deed. Grantor shall indemnify, defend and hold Grantee harmless from and against any

and all claims that may be asserted against Grantee (other than claims arising out of acts committed by Grantee) arising under Chapter 159 of Title 10 of the Vermont Statutes Annotated, Chapters 82 and 103 of Title 42 of the United States Code, any other state or federal environmental law or regulation, and the VCDP Subgrant Agreement, including but not limited to Grantor's lease of the herein conveyed lands and premises to any tenant and per the rules and requirements of the Vermont Community Development Program.

If Grantor fails to pay the indebtedness secured by this Mortgage Deed, or cure any breach or event of default of this Mortgage, or the VCDP Subgrant Agreement secured by this Mortgage, Grantee may foreclose this Mortgage. *In the event of the foreclosure hereof, Grantee may exercise its right to a power of non-judicial sale pursuant to 12 V.S.A. § 4961, et seq.* It is expressly agreed that if this Mortgage is foreclosed and a decree obtained, there shall be included in such decree reasonable attorney's fees and costs, including attorney's fees in excess of two percent (2%) of the indebtedness secured by the Mortgage if the same is found to be reasonable, in addition to all sums and costs allowed by law.

All remedies provided in this Mortgage Deed are distinct and cumulative to any other right or remedy under this Mortgage Deed, the VCDP Subgrant Agreement or otherwise at law or in equity, and may be exercised concurrently, independently or successively. Any forbearance by Grantee in exercising any right or remedy hereunder, or under the VCDP Subgrant, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or

remedy. All covenants and agreements contained in this Mortgage Deed shall be binding on and inure to the benefit of and be enforceable by the respective successors and assigns of the Grantor and the Grantee. This Mortgage Deed shall be construed and enforced in accordance with and governed by the laws of the State of Vermont, notwithstanding its execution elsewhere.

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal this ____ day of _____, 2022.

IN THE PRESENCE OF:

**Grantor: Dawn Tatro, Member of
Jenna Rae Tatro L3C**

STATE OF VERMONT
LAMOILLE COUNTY, SS.

At Johnson, in said County and State, this ____ day of _____, 2022, personally appeared **Dawn Tatro**, and she acknowledged this instrument, by them signed, to be their free act and deed and the free act and deed of **Jenna Rae Tatro L3C**.

Before me,

Notary Public
My Commission Expires: 1/31/23
My Commission #:

Lease Agreement – 188 Lower Main Street East, Apartment #1

This agreement entered into this 1st day of February 2023, between Donald Garrett, hereinafter referred to as “Tenant” and the Town of Johnson, and its assigns, hereinafter referred to as “Landlord.”

In consideration of the terms and conditions hereinafter contained, the parties agree as follows:

General Terms and Conditions

Premises:

Landlord hereby leases to Tenant apartment #2, located at: 188 Lower Main Street East, Johnson, VT. The premises shall be used as a personal residence only. The lease includes two off-street parking spaces for the use of the tenants.

Occupants:

Only the persons who have executed this lease as Tenants shall be considered as tenants hereunder. No other persons may reside at the premises. Occupancy by guests staying over fourteen (14) days shall be considered in violation of this provision. If tenants would like to secure an additional tenant, such additional tenant must be approved by landlord and must sign a lease addendum agreeing to the terms of such addendum and this lease before occupying the premises.

Term:

This lease commences on February 1st, 2023 and unless renewed, terminates on January 31th 2024.

Rent:

Tenant shall pay to Landlord as rent the amount of \$525/month for March, April, May, and June and \$550/month each month thereafter for the term of the lease. The tenant has agreed to pay rent due on the first of the month. Tenant are hereby put on notice that there may be construction improvements taking place in the building and in the apartment during the term of this lease. Tenant agrees to make the apartment available to construction personnel and to move furniture and belongings as needed to accommodate construction in the apartment, with no reduction in rent.

Please make checks payable to: Town of Johnson.

Payment may be mailed to: Town of Johnson, P.O. Box 383, Johnson, VT 05656 or delivered in person to the Johnson Municipal Offices at 293 Lower Main Street West. The full amount of rent due shall be delivered as described above, in one payment and on the same day. Partial payments will not be accepted. It shall be up to the Tenant to collect among themselves the full rent due and remit it to Landlord in full, on or before the due date.

Rent is Due and Payable Without Demand or Notice:

In the event that any payment is not received by Landlord, within seven (7) days of the due date, Tenant agrees to pay a fee of \$5.00 per each day that rent is late, starting on the eighth (8) day after due date. Tenant further agrees to pay \$20.00 for each dishonored check.

Termination of Tenancy for No Cause:

Landlord or Tenant may terminate this lease for no cause, or for any reason. The party seeking to terminate the lease shall provide a minimum of 30 days notice to the other party of their intent to terminate. In no case shall said notice be less than 30 days prior to the rent due date.

Security Deposit:

The landlord is not holding a security deposit from the tenant. On termination of the lease, the landlord may require the tenant, to pay costs including but not limited to: 1) early termination of the lease, 2) nonpayment of rent, 3) damage to the property of Landlord, 4) nonpayment of utility or other charges which Tenant is required to pay directly to Landlord or to a utility, and 5) expenses required to remove articles from the premises abandoned by Tenant.

Holding Over:

If Tenant should hold over and remain in possession of the leased premises after the expiration of this Lease, without Landlord's prior written consent, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a tenancy at will. Tenant acknowledges that execution of this lease is receipt of written notice that this lease terminates for no cause upon the expiration of the initial term unless otherwise renewed or extended in writing by the landlord. No additional notice shall be required. If tenant wishes to renew the lease for an additional term, Tenant must notify Landlord of such desire, in writing, not later than two months prior to the expiration of this lease. Such notification does not secure the lease for an additional term. Landlord must agree in writing to renew any lease for any extended term.

Assignment and Sub-Leasing:

Tenant shall not assign or sublet the whole or part of the premises without Landlord's prior written consent by means of a sub-let agreement signed by Landlord, tenants, and sub-letter. Prior to accepting a sub-letter, sub-letter must be approved by Landlord's normal approval process. Tenant shall not allow sub-letters to take occupancy until approved by Landlord. Landlord's acceptance of the sub-tenant shall not be unreasonably withheld. However, Landlord may deny sub-tenancy under Landlord's normal criteria for tenant acceptance.

Acceptance and Surrender of Premises:

Tenant has inspected the lease premises and Tenant's acceptance of possession of the leased premises is conclusive evidence of receipt of them in good order and repair, and upon the termination of the lease, Tenant shall thoroughly clean the premises and shall surrender the premises and the improvement therein in the same condition as at the commencement of this Lease, reasonable wear and tear expected.

Accord and Satisfaction:

Payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein provided shall not be deemed to be other than on account of the earliest due rent, and no endorsement or statement on any check, or letter accompanying any check, shall be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the rent or pursue any other remedy in this Lease.

Access:

Tenant shall permit Landlord or his/her agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting same or showing same to prospective tenants, purchasers, mortgagees, workers or contractors, or for making necessary or agreed repairs. Landlord may only enter the apartment without consent or notice when Landlord has a reasonable belief that there is imminent danger to any person or to property. Tenant is hereby put on notice that there may be construction improvements taking place in the building and in the apartment during the term of this lease. Tenants agree to make the apartment available to construction personnel and to move furniture and belongings as needed to accommodate construction in the apartment.

Hold Harmless:

Landlord shall not be liable to and Tenant shall hold Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring in or about the leased premises, unless cause by or resulting from the negligence of Landlord.

Tenant's Personal Property:

Tenant shall protect his/her own personal property with adequate personal property insurance. Landlord is not responsible for loss of or damage to Tenant's personal property. Landlord shall have no liability to Tenant and Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from Landlord's handling and/or disposal of any personal property remaining on the premises after Tenant has vacated. It is agreed that any personal property remaining on the premises after Tenant has vacated shall be deemed abandoned by Tenant.

Insurance:

Tenant shall keep the demised premises in clean and in healthy condition and will not do or permit anything to be done in or on the demised premises which will in any way cause suspension, cancellation, or an increase in the premiums paid by Landlord with respect to any insurance carried by Landlord with respect to the demised premises, or which will constitute a public or private nuisance, and shall not use, or occupy, or permit the demised premises to be used or occupied in any manner which will violate any present or future law, or regulation of any government authority. It is the intention of this Lease that Landlord shall insure Landlord's property only and Tenant shall solely insure and be responsible for all loss of damage of Tenant's personal property.

Quiet Enjoyment:

Provided that Tenant is not in default of the terms and conditions contained Herein, Tenant shall peaceably and quietly hold and enjoy the demised premises during the initial term of this lease and any

renewals or extensions thereof. Tenant will neither engage in nor permit noisy or disorderly conduct or any conduct annoying or disturbing to the neighbors of the premises at any time. Tenant's conduct shall be lawful. No highly flammable or hazardous or illegal material of any kind shall be kept in or about the demised premises.

Joint and Several Liabilities:

All tenants hereunder are jointly and severally liable for the performance of all the obligations hereunder. Furthermore, this agreement shall be binding upon the heirs, assigns, and legal representatives of Landlord and Tenant hereunder.

Utilities:

Landlord shall pay for electricity, heat, water, sewer, plowing, and rubbish removal. Tenants acknowledge that Landlord is going to be making capital improvements to the building, which may entail installation of separate electric meters. If that occurs during the term of this lease, Landlord reserves the right to re-negotiate the rent as well as the responsibility for payment of utilities, currently included in the rent. Landlord will provide kitchen stove and refrigerator only.

Repairs and Maintenance:

Landlord shall be responsible for all repairs and maintenance with respect to the premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of Tenant or Tenant's guests. Those repairs and maintenance, which are the responsibility of Tenant, shall be performed by Tenant immediately upon demand of Landlord. Whether such repairs and maintenance are performed by Tenant or Landlord, the cost of such repairs and maintenance shall be paid by Tenant forthwith as additional rent on the next rent payment date.

Time is of the Essence:

It is understood that time and strict performance of all terms herein, by Tenant, to be performed and reserved, shall be of the essence.

Partial Invalidity:

If any term or provision of this lease is held invalid or unenforceable, any invalidity shall not affect the remainder of this lease, which shall remain valid and enforceable to the fullest extent.

Use of Terms & Governing Law:

Headings contained herein are for convenience only, and shall not be construed as substantive provisions of this Lease. Word and terms of gender shall be construed to include any other gender, and words and terms in the singular shall be construed to include the plural, unless context otherwise dictates. The law of the State of Vermont shall govern the interpretation, construction, and enforcement of this Lease.

Default:

Any failure by Tenant to pay rent when due, or perform any term hereof, including but not limited to conformance with the Lease Agreement, shall, at the option of Landlord, terminate all rights of the

Tenant hereunder and shall permit Landlord to sue for uncollected amounts, or re-enter the said premises or resort to any other legal remedies. Tenant agrees to pay Landlord on demand that amount of all costs, loss and damage which the landlord may suffer or incur by reason of such termination or default, whether through inability to re-let premises on satisfactory terms or otherwise, including but not limited to reasonable attorney fees and court costs incurred by landlord in enforcing this Lease. A waiver by Landlord of any default on the part of Tenant shall not be considered or treated as a waiver of any subsequent other default.

Conditions:

It is agreed by and between Landlord and Tenant that each and all of the provisions/terms of this lease and any and all attachments hereto, to be observed and performed by Tenant, are conditions subsequent to be faithfully observed and fully performed by Tenant to entitle it to the use and possession of the premises.

Additional Tenant Obligations and Conditions:

Animals:

NO animals or pets shall be permitted on the premises. Any pet found on the premises will be treated as a stray.

Smoking:

Smoking is not allowed inside the apartment. Outside smoking: cigarette butts to be picked up and disposed of properly.

Alterations:

Tenant shall make no alterations, additions, or improvements, including painting, to the premises, without the express written permission of the landlord.

Common areas:

The sidewalk, entrance, hall, passages, stairway, and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose than ingress or egress from the premises.

Refuse:

Tenant shall promptly and regularly dispose of trash and recycling. Rubbish shall not be left in basements, closets, on porches, decks, sidewalks, stairways, driveways, alleys, or yards. It is Tenant's responsibility to take all discarded furniture, large items, and tires to an official refuse transfer station. These items are not to be left on premises or next to the dumpster at any time.

Occupancy for Residential Purposes Only:

Occupancy is for the residential use and enjoyment of Tenant only. The property shall not be used for any commercial or business purposes involving access to or use by members of the public.

- Tenant shall not create or contribute to the non-compliance of the apartment with applicable provisions of building, housing, and health regulations.
- Tenant shall not host gatherings at this property, which the number of guests exceeds three times the number of occupants signed on this lease.
- Tenant shall not install additional or different locks or gates on any doors or windows without the written permission of Landlord. If Landlord approves Tenant's request to install such locks, Tenant agrees to provide Landlord with keys to each lock.
- Tenant shall keep off all roofs or porch tops at all times and shall not store any items in these areas.
- Tenant shall not place un-presentable couches or any other type of furniture on any porch or deck.
- Tenant shall not store any belongings in the common areas, hallways, stairways, or basements. Any items left in these areas will be removed.
- Tenant shall not place barbecue grills on or near any porch or the structure itself. All barbecue grills shall be on gravel or grass areas.
- Tenant shall not use portable heaters of any kind in the leased premises.
- Tenant shall not use beer kegs on the premises.
- Tenant shall not disable smoke or CO2 detectors that are installed on the premises.
- Tenant shall not himself or herself, or permit others to conduct themselves in any activity, which is illegal.
- Tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the premises or its fixtures, mechanical systems, or furnishings or deliberately or negligently permit any person to do so.
- If Tenant acts in violation of this Lease Agreement, and it is necessary for Landlord to retain an attorney to secure Landlord's rights and remedies, Landlord shall be entitled to recover from Tenant reasonable attorney's fees incurred, together with any damages, costs, and expenses, and furthermore, said violation shall be grounds for termination of the Lease and commencement of an action for ejection.
- Tenant shall set thermostat no lower than 55 degrees during the winter months. Tenant will be liable for frozen pipes caused by thermostats set too low or windows or doors left open and any damage resulting from such preventable freeze-ups.
- Tenant shall report any interruptions in heat operation immediately to the Town Administrator. Brian Story (802-793-8480).
- All vehicles at the site must be parked in an approved area or parking space. No vehicles are allowed on the grass or landscaped areas. All vehicles at the site must be registered and in working order. No unlicensed, unregistered, or inoperable motor vehicles can be parked or stored on the premises.
- To make winter snow plowing possible, Tenant's vehicles may be required to be moved when yard plowing takes place. Please be prepared or arrange to have someone move said vehicles when required.

- When hanging pictures use thumb tacks or the special small hooks made for hanging pictures. Do not use tape, self-adhesive hooks, poster goo, nails, or screws. These items damage walls, which is costly to repair.
- Tenant shall immediately report any leaking plumbing fixtures to Landlord as soon as discovered and may receive a \$10 reward for so doing. Leaking fixtures are wasteful and expensive.
- The third floor shall not at any time be used for residential occupancy of any kind and is not part of the space leased to Tenant. Tenant may be allowed to store small amounts of personal belongings on the third floor, but not without the express written consent of Landlord.

Entire Agreement & Amendment:

The forgoing constitutes the entire Agreement between Landlord and Tenant and may be modified only in writing signed by both parties.

Landlord Signature: _____
Brian Story, Town of Johnson Administrator

Tenant Signatures:

Donald Garrett

Utility Phone Numbers:

Water, Sewer and Electric: Johnson Village Electric Department: 802-635-2611

Cable TV, Internet, Phone: Comcast or Fairpoint

Landlord information:

Town of Johnson

P.O. Box 383

293 Lower Main St West

Johnson, Vt. 05656

Contact 1:

Donald Garrett, Apartment 2 188 Lower Main St. E. 802-635-8913

General maintenance issues and questions.

Contact 2:

Brian Story, Town Administrator

Municipal Offices 802-635-2611 After hours: 802-793-8480

Email: tojadministrator@townofjohnson.com

Any emergency issues or absence of Don Garrett.

Contact 3:

Tom Camey, Historical Society

802-635-7037

Any emergency issues or absence of Don Garrett.

Contact 4:

Rosemary Audibert, Town Clerk/Treasurer

Municipal Offices 802-635-2611

Payment of rent. Emergency issues where others are not available.