

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

Date: Wednesday, February 22, 2023

Agenda:

CALL TO ORDER

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

6:30 p.m. Additions or Adjustments to the Agenda

6:35 p.m. Review Invoices and Orders

6:45 p.m. Review and approve minutes of meeting past February 6th, 2023

6:50 p.m. Selectboard issues/concerns

6:55 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:05 p.m. Public Works Supervisor/Highway Foreman Report

7:20 p.m. Review Planned Purchases

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

7:25 p.m. Committees and Volunteer Support

1. Recreation Committee Appointment (10 minutes)

7:35 p.m. New items

2. Requested Letter of Support for New Apartment Construction (10 minutes)
3. Microsoft NCE License Agreement (5 minutes)
4. Review and Update Road Classifications (10 minutes)
5. Review Heating Options for Lower Storage Building (5 minutes)

8:05 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

6. Discussion and Potential Decision on Updating Light Industrial Park Mumley Proposal (20 minutes)
7. Rail Trail Working Group Update (10 minutes)
8. Economic Development Round Table Discussion Planning (20 minutes)
9. Lease Agreement for Holcomb House Caretaker's Apartment (5 minutes)
10. Northern Borders Regional Commission Infrastructure Grants (15 minutes)
11. Review and approval of Interlocal Contract with Hyde Park for Assessor Services (10 minutes)

9:25 p.m. Executive Session(s)

12. Executive Session to Discuss Union Negotiations (20 minutes)
13. Possible Ratification of Public Works Contract (5 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:

7:25 p.m. Committees and Volunteer Support

1. Recreation Committee Appointment (10 minutes)

Lisa Crews and Casie Adams are interested in joining the Recreation Committee and are supported by the committee.

7:35 p.m. New items

2. Requested Letter of Support for New Apartment Construction (10 minutes)

Andy Mink is planning on adding a fourth building of 9 units to the apartments at 93 Riverview Drive. The project may be eligible for the Community Recovery and Revitalization Program and a requirement of that application process is community and regional support for the project. The Selectboard is being asked to provide a letter of support for the project.

3. Microsoft NCE License Agreement (5 minutes)

New annual license agreement for Microsoft products is available. Signing the license agreement locks us in to maintaining at least our current number of licenses at a discounted rate. The alternative is more flexible to add and remove licenses, but each license costs 20% more.

4. Review and Update Road Classifications (10 minutes)

A review of the process to change a road classification and a discussion on the highest priority roads to have their classification reevaluated. The current road mileage report will also be reviewed.

5. Review Heating Options for Lower Storage Building (5 minutes)

The Village has proposed to eliminate heating of the Lower Storage Building.

8:05 p.m. Follow up from previous meeting action items (please review recent meeting minutes for context):

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

Mumley Engineering will provide a proposal that the board may evaluate and could take action on.

7. Rail Trail Working Group Update (10 minutes)

An update on the progress of developing a Lamoille Valley Rail Trail Working Group.

8. Economic Development Round Table Discussion Planning (20 minutes)

An update on the agenda and progress of hosting a roundtable discussion on economic development opportunities in Johnson.

9. Lease Agreement for Holcomb House Caretaker's Apartment (5 minutes)

The lease agreement for the Holcomb House Caretaker's Apartment is signed and presented for your review.

10. Northern Borders Regional Commission Infrastructure Grants (15 minutes)

We are expecting the rules for the 2023 State Economic & Infrastructure Development Investment Program (SEID) overseen by the Northern Borders Regional Commission to be published imminently. The possible uses of the program can be discussed.

11. Review and approval of Interlocal Contract with Hyde Park for Assessor Services (10 minutes)

The agreement for assessor services has been drafted and is ready for review.

9:25 p.m. Executive Session(s)

12. Executive Session to Discuss Union Negotiations (20 minutes)

The board may discuss the union contract negotiations and may determine that premature public disclosure of the negotiations may place the town at a substantial disadvantage. If so, then an executive session to discuss union negotiations would be permitted by 1 V.S.A. §313(a)(1).

13. Possible Ratification of Public Works Contract (5 minutes)

The board may adopt the contract if it so chooses.

GENERAL INFORMATION ITEMS

Information Items:

- 1.Lamoille Courthouse: finalized town tax assessments
2. Lamoille Sheriffs Dept: assessments for FY23-FY24 (3 copies)
3. Eureka Facts: Virtual Focus Group

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

1. 2023 Calendar

State/Federal Issues:

1. 2022 Equalization Study Results – Amended
2. Bridge and Weight Restrictions Filing
3. 12.92 Acres acquired from Green Mountain Club

Administrator’s Correspondence:

Workshops: VLCT Tune Up for Moderators

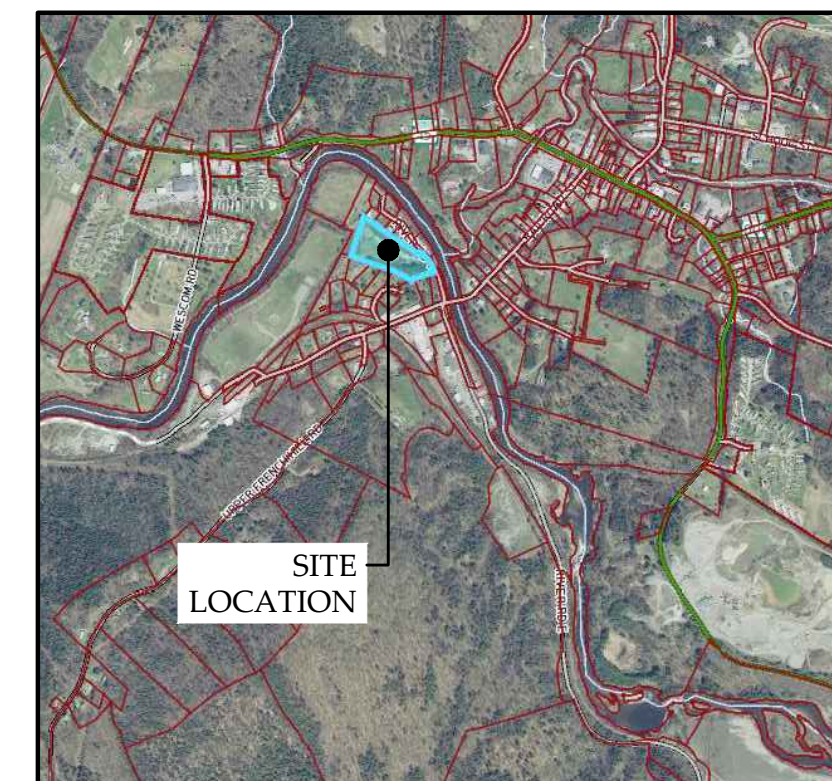
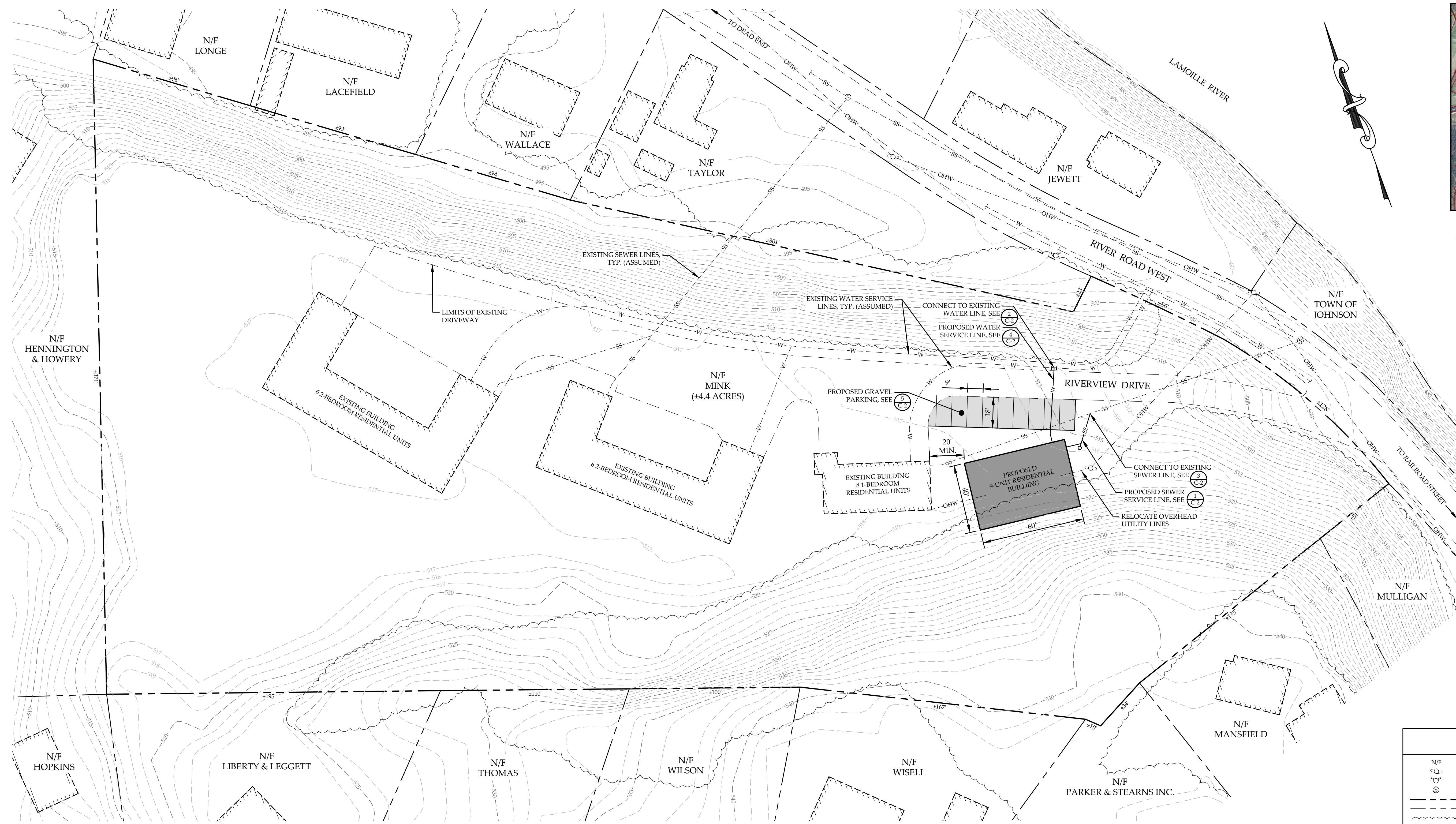
Newsletters:

Brochures & Ads:

Old Business:

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

Adjourn



SITE LOCATION MAP
NOT TO SCALE

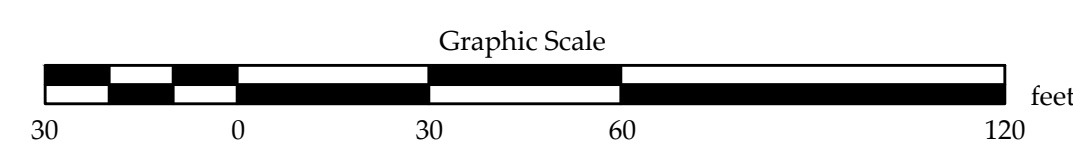
PURPOSE OF PLAN:
PROPOSED 9-UNIT RESIDENTIAL DWELLING

OWNER OF RECORD:
ANDREW MINK

LEGEND	
N/F	NOW OR FORMERLY OWNED BY
⊙	EXISTING UTILITY POLE
⊕	EXISTING HYDRANT
⊗	EXISTING SEWER MANHOLE
---	EXISTING PROPERTY LINE
- - -	ADJUTER PROPERTY LINE
~ ~ ~	EXISTING TREE LINE
— OHW —	EXISTING OVERHEAD WIRES
- - - 500 - - -	EXISTING CONTOUR
- W -	EXISTING WATER LINE
- SS -	EXISTING GRAVITY SEWER LINE
- W -	PROPOSED WATER LINE
- SS -	PROPOSED GRAVITY SEWER LINE

SITE PLAN

SCALE: 1" = 30'



PLAN REFERENCES:

- 1) TOPOGRAPHIC, PARCEL, AND ORTHOGRAPHIC INFORMATION TAKEN ELECTRONICALLY FROM THE VERMONT CENTER FOR GEOGRAPHIC INFORMATION ON 02-23-22.
- 2) EXISTING WATER & SEWER INFORMATION TAKEN FROM JOHNSON ZONING MAPPING ON 02-23-22.

NOTES:

- 1) THIS DRAWING IS NOT A BOUNDARY SURVEY PLAT. BOUNDARY LINE INFORMATION SHOWN IS BASED ON PLAN REFERENCE #1. THE PROPERTY LINES, EASEMENTS AND OTHER REAL PROPERTY DESCRIPTIONS PROVIDED ON THIS DRAWING ARE FOR ILLUSTRATION PURPOSES ONLY. THEY DO NOT DEFINE LEGAL RIGHTS OR MEET LEGAL REQUIREMENTS FOR A LAND SURVEY AS DESCRIBED IN V.S.A. TITLE 27 SECTION 1403 AND SHALL NOT BE USED IN LIEU OF A SURVEY AS THE BASIS OF ANY LAND TRANSFER OR ESTABLISHMENT OF ANY PROPERTY RIGHT.
- 2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING AND DETERMINING THE LOCATION, SIZE, AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES OR UTILITIES FOUND INTERFERING WITH THE PROPOSED CONSTRUCTION. APPROPRIATE REMEDIAL ACTION SHALL BE TAKEN BEFORE PROCEEDING WITH THE WORK.
- 3) THIS TOPOGRAPHIC SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF "DIG SAFE" MARKINGS. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND ARE NOT WARRANTED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT "DIG SAFE" BEFORE COMMENCING ANY WORK AND SHALL PRESERVE ALL EXISTING UTILITIES NOT SPECIFIED TO BE REMOVED OR ABANDONED AS PART OF THE PROJECT.

SITE PLAN
ANDY MINK
93 RIVERVIEW DRIVE
JOHNSON VERMONT

MUMLEY
ENGINEERING, INC.
11 MOSS GLENN FALLS ROAD
STOWE, VERMONT 05672
WWW.MUMLEYENGINEERING.COM
COPYRIGHT © 2022, MUMLEY ENGINEERING, INC.

PROJECT NO.22013
DRAWN BY.....WEH
CHECKED BY.....TRM
SCALE.....1" = 30'
DATE.....03/15/22

SHEET NO.

C-1

1 OF 2 SHEETS

Microsoft New Commerce Experience (NCE) License Agreement (for Azure, Microsoft 365, Office 365, Dynamics 365 Cloud Solutions)

The parties hereto agree as follows:

Services Provided. Provider shall provide Client Azure, Microsoft 365, Office 365, Dynamics 365 and other Microsoft Online Services (the "Services"). Client agrees to the Microsoft licensing and other terms of the Microsoft Customer Agreement (which can be found at <https://www.microsoft.com/licensing/docs/customeragreement>) and such terms are incorporated into this Agreement by reference. Client agrees that Provider is the "Partner of Record" in the Client's Microsoft service portal. Licenses purchased under this quotation are non-refundable, non-resaleable, and non-transferable.

Term. The term of this Agreement begins on March 1, 2023 (the "Effective Date") and continues for one (1) year (the "Term"), thru February 29, 2024. This Agreement and all licenses provided hereunder are automatically renewed, at the then current Microsoft retail pricing, for successive one-year terms on the anniversary of the Effective Date (each, a "Renewal Term"). Client may terminate the Agreement at the conclusion of the Term or Renewal Term by providing written notice 30 days prior to the anniversary of the effective date.

Fees. Client shall pay provider for the number of initial or additional licenses Client requests for the entire Term or Renewal Term. Payments shall be made monthly (or annually, if preferred) for the duration of the Agreement Term.

Additional Licenses. Client may add additional licenses under this Agreement. Any additional licenses added under this Agreement are subject to all the terms of this Agreement and shall renew or expire as though purchased as of the Effective Date. Client understands that licenses are being purchased for an annual (1-Year, automatically renewing) term and that the number of licenses may not be decreased during the Term or during subsequent Renewal Terms. Licenses may only be terminated or removed prior to a Renewal Term Effective Date for that subsequent Renewal Term by notifying Partner of Record of the license changes 30 days prior to the anniversary of the effective date.

Specific Exclusions. Notwithstanding any of the foregoing, the following are specifically excluded from the services: Non-coordinated Client or third-party modifications, custom programming services, third-party support fees, and Microsoft licensing verification audits.

To evidence their agreement to the terms listed above, the parties acknowledge this Agreement:

Provider: **The Tech Group, LLC**, in South Burlington, VT

Client: **Johnson, Town of** in Johnson, VT

Section 13

Highway Classification

Classes of Highways:

Town highways are classified as either Class 1, 2, 3, or 4. The process for reporting mileage for Town Highways is defined in 19 V.S.A. § 305 - Measurement and inspection, where *“Annually, on or before February 10, the select board shall file with the town clerk a sworn statement of the description and measurements of all class 1, 2, 3, and 4 town highways and trails then in existence, including any special designation such as a throughway or scenic highway.”* The “sworn statement” is also referred to as the Certificate of Highway Mileage, which shows the number of miles in each class of town highway, and mileage for legal trails and state highway. The certificate is the document that is used to note any changes in mileage, through new roads or trails, reclassifications, or discontinuances that have occurred during the year. The municipality is required to file the certificate on or before February 10th in the municipal clerk’s office and then submits the Certificate of Highway Mileage to VTrans for incorporation of the changes into a mileage summary, and also to make updates to the General Highway Map. A sample of the certificate and supporting documentation is found beginning on page 13-7. Many issues are dependent on the classification assigned, including the amount and type of state assistance, which is provided, and the routine responsibilities of the municipality. Sometimes, it is the exclusive duty of the governing body to make the decisions.

Information regarding town mileage and reimbursement rates can be found at: <http://apps.vtrans.vermont.gov/THGProgram/currentrates.aspx>

The current General Highway Maps can also be found on-line at: <https://vtrans.vermont.gov/planning/maps>

Each class of town highway is defined in 19 V.S.A. § 302.

Class 1 town highways are subject to concurrent responsibility and jurisdiction between the municipality and VTrans on several matters. The state is responsible for scheduled surface maintenance or resurfacing (19 V.S.A. § 306(a)) while the municipality is responsible for pot hole patching, crack filling, etc.; the state is responsible for center line pavement markings (19 V.S.A. § 311), while the municipality is responsible for crosswalks and parking; and there is joint (concurrent) authority on highway protection matters such as obstructing travel, marking of hazards, injuring the highway, installing utilities, etc. (19 V.S.A. Chapter 11). The Agency shall determine which highways are to be class 1 highways (19 V.S.A. § 302(a)(1)).

Class 2 town highways are primarily the responsibility of the municipality. The State is responsible for center line pavement markings if the municipality notifies VTrans of the need to replace

them (19 V.S.A. § 311). The municipality designates highways as Class 2, but approval of VTrans is required (19 V.S.A. § 302(a)(2)). File requests for reclassification to Class 2 with your local DTA.

VTrans *Guidelines for Transfers to Class 2 Town Highways* are on page 13-4. Class 2 mileage normally may not exceed 25 percent of the total Class 2 and Class 3 mileage in the municipality. The highway should have a rating of not less than 70 points (see rating form on page 13-9 which shows the facts considered). The DTA can provide detailed guidance.

Class 3 town highways are the responsibility of the municipality. The governing body designates which highways are to be Class 3 town highways. Based on 19 V.S.A. § 302(3)(b),

“The minimum standards for class 3 highways are a highway negotiable under normal conditions all seasons of the year by a standard manufactured pleasure car. This would include but not be limited to sufficient surface and base, adequate drainage, and sufficient width capable to provide winter maintenance, ...” Class 3 town highways to be up to standard need to be maintained sufficiently for travel by pleasure car during all seasons of the year. If a Class 3 is not maintained to this standard, the highway may be deemed “Not Up To Standard” and subject to being functionally classed as Class 4 with removal of state aid for the affected mileage.

All other highways are **Class 4** and are the responsibility of the municipality, including pent roads (public roads that may be gated by permission of the governing body). Some former highways, through legal proceedings, may have been designated as legal trails and are not Class 4 town highways.

“Ancient Road” Legislation

On July 1, 2010, a new class of highway was created or “carved out” of the Class 4 category. This new classification is called “unidentified corridors” and was created under Act 178 of 2006. This category of highway has the following definition as defined in 19 V.S.A. § 302(6) –

(A) Unidentified corridors are town highways that:

- have been laid out as highways by proper authority through the process provided by law at the time they were created or by dedication and acceptance; and
- do not, as of July 1, 2010, appear on the town highway map prepared pursuant to § 305 of this title; and
- are not otherwise clearly observable by physical evidence of their use as a highway or trail; and
- are not legal trails.

(B) If the conditions in subdivisions (A)(i) and (A)(ii) of this subdivision (6) are met, the legislative body of a municipality or its appointee may, after providing 14 days advance written notice to the owners of the land upon which the unidentified corridor is located, enter private property to determine whether clearly observable physical evidence exists.

(C) Unidentified corridors shall be open to use by the public, but only in the same manner as they were used during the 10 years prior to January 1, 2006.

(D) A municipality shall not be responsible for maintenance of an unidentified corridor.

(E) Neither the municipality nor any person owning a legal interest in land through which an unidentified corridor may pass or abut shall have a duty of care to persons using the corridor.

(F) An unidentified corridor shall not be deemed to be a subdivision with respect to zoning, tax, and septic issues.

(G) After July 1, 2015, an unidentified corridor shall be discontinued, and the right-of-way shall belong to the owner of the adjoining land. If the right-of-way is located between the lands of two different owners, it shall be returned to the lots to which it originally belonged, if they can be determined; if not, it shall be equally divided between the owners of the lands on each side.

(H) An unidentified corridor shall not create a subdivision with respect to zoning, tax, and septic issues. If the unidentified corridor is reclassified as a class 1, 2, 3, or 4 highway or as a trail, the then highway or trail shall be recognized as any other highway or trail for the purpose of creating a subdivision with respect to zoning, tax, and septic issues.

On or by July 1, 2015 and pursuant to subchapter 2 of chapter 7 of this title, an unidentified corridor may be reclassified as a class 1, 2, 3, or 4 highway or as a trail.

Additional information and guidelines related to “ancient roads” can be found on-line at <https://vtrans.vermont.gov/planning/maps/ancient-roads>

Reclassification (Class 3 or Class 4 Town Highways):

The process for laying out, reclassifying, altering, or discontinuing a town highway is defined in 19 V.S.A. Chapter 7. This chapter provides detail on all the steps necessary to lay out, alter, reclassify, or discontinue a highway. The procedure for changing the designation (reclassification) is contained in 19 V.S.A. § 708 and following sections, and is briefly outlined as follows:

1. Petition to the governing body, signed by at least 5 percent of the voters or landowners, is received. The governing body may act on its own motion without a petition.
2. Hold hearing, giving 30 days’ notice to petitioners and the town planning commission. View the highway in question. Receive testimony from interested parties. Generally, board members should refrain from carrying on a discussion with the parties, except to clarify facts and issues.
3. Render a written decision, giving the public good, necessity and convenience of the inhabitant’s proper consideration. The decision should set out the reason or logic behind the action taken. The action should occur at a duly called meeting of the governing body, and within 60 days after the hearing.
4. A person not satisfied with the decision may appeal to the district court (19 V.S.A. § 726) or the superior court (19 V.S.A. § 740).

The above procedure is generally the one used in any action, including:

1. Acceptance of a new highway
2. Reclassification
3. Discontinuance of highway

Any mileage changes made during the year are supplied to the Agency on the Certificate of Highway Mileage with any supporting documentation that was generated by the statutory process. Guidelines for filing the Certificate of Highway Mileage and processing the changes are available from the VTrans Mapping Unit.

Reclassification (Class 1 or State Highways):

Except in the case of relinquishments authorized by the Superior Court when a state highway is relocated (see 19 V.S.A. § 516), only the General Assembly may transfer a highway from/to state responsibility (19 V.S.A. § 15). A municipality may request that the Agency review a proposal for the state to take over a town highway by addressing the DTA in writing, stating the basis for the request. If, after analyzing the situation, VTrans feels the suggestion has merit, then it may make a recommendation to the General Assembly supporting the take-over. If VTrans does not agree, the municipality may request that its elected representatives to the General Assembly take direct action by sponsoring legislation authorizing the takeover.

Reclassification (Class 3 to Class 2):

The municipality needs to present the DTA with a letter indicating a formal request. The DTA will forward the request to the Highway Research Unit of the Policy, Planning & Intermodal Development Division for review. All requests for transfer need to be received by Highway Research by December 1 of each year. Failure to meet that deadline may result in that request not being reviewed for that year. NOTE: If a request is filed in the late fall or early winter, and no Average Annual Daily Traffic (AADT) count is available, the request may not be reviewed for that year. AADT is a significant part of the analysis, and if data is not provided in the original request (or cannot be determined from VTrans' in-house database) then the review cannot be completed.

Also provided on page 13-9 is a check sheet entitled "Class 2 TH Transfer Data: Municipal Input" that is helpful in the review of the transfer request. This should accompany the official letter of request by the municipality for the transfer review as well as a map indicating the highway location.

VTrans GUIDELINES for Transfers to Class 2 Town Highway System

1. Serves Region - from town to town
2. Minimum of three rods (49.5 feet) right-of-way - Certified by Select board
3. 70 points needed (Classification Rating)
4. Total Mileage of Class 2 Town Highways to Total Mileage of Class 2 and Class 3 Town Highways should not exceed 25%.
5. Gravel typical: 20' shoulder to shoulder
Paved typical: 22' shoulder to shoulder
6. Any transfers from Class 3 to Class 2 Town Highways approved by VTrans would usually be effective on the first day of the subsequent state fiscal year.

Reclassification from Class 4 to Class 3: Upgrading is a common issue, faced by the governing body as landowners often now locate homes in remote locations. There is no statutory requirement that such requests must be granted by the governing body; however, there may be an issue of constitutional equal protection if the municipality can be shown to be disparate in its treatment of similar highways. The governing body may grant the request, but order that the petitioner bear the cost of the upgrade (19 V.S.A. § 711(b)).

Discontinuance proceedings must include a notice to the Commissioner of Forests, Parks and Recreation before the right-of-way (ROW) is abandoned so that there is opportunity for the former highway to be designated as a trail. If the discontinued highway is not designated as a trail, the ROW shall belong to the owners of the adjoining lands (19 V.S.A. § 775)

Trails are public rights-of-way which are not highways and are generally used for recreational purposes. They may be previously designated town highways or may be newly laid out (19 V.S.A. § 301(8) and 775). There is no minimum width required, and the ROW may be the full width of a section of highway or the width needed for a foot path. The municipality has no statutory maintenance obligations for trails, even as to bridges and culverts.

New Highways and property or easements on existing highways should have a complete and precise survey, with permanent monuments, and description for permanent filing in the municipal records (19 V.S.A. § 33 and 704). Acquisition of land and rights may be voluntary if the owners are willing to transfer their interests to the municipality. If owners are not so willing, then the governing body must determine an appropriate amount of damages, and the date for removal of timber, buildings and other improvements (19 V.S.A. § 712 through 714). To complete the process, after the highway is opened for use of the public, the governing body may file a certificate of completion with the town clerk. This document is no longer required by statute, as 19 V.S.A. § 715 was repealed in 1999.

Due to the complexity of the issues and the opportunity to make a procedural error, it is recommended that an attorney versed in this area of the law advise the municipality throughout the course of proceedings to layout, discontinue, or reclassify highways.



Civil Engineers • Land Use Planners

Revised January 17, 2023

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) Construction Cost Estimation = \$ 2,000
- a) Preparation of an estimate of construction costs based on quantities based on the design plans and unit rate costs in line with VTrans construction standards and/or based on prior construction project experience.
- 10) 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 following items are EXCLUDED from the scope of work for this proposal:

- 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.
 - Based on preliminary analysis of the project site, it is not expected that there are additional infrastructure costs for upgrades of the existing water and sewer systems.

- We will work with the Village/Town officials to ensure this is the case at the on-set of the project so as to avoid any later complications.
- 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.
 - This requirement would be triggered by the increase in traffic at the new Route 15 access intersection, which would need to be reviewed / confirmed by VTrans, and would be confirmed/validated by an in-depth traffic study.
 - Rough conservative estimate for the proposed site is approximately 75,000 square feet of "Industrial Park" at a Peak Hour rate of 0.86 trips per 1000 SF (ITE Trip Manual), so approximately 65 trips, which would be halved to 33 egress trips per peak hour, which is less than 100 (assumed threshold to trigger the VTrans LOS policy). Therefore, it is assumed that a detailed traffic study, and thus any intersection improvements, would NOT be necessary.
 - We will work with VTrans to ensure this is the case at the on-set of the project so as to avoid any later complications
- 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.
 - See above comments; an in-depth traffic study is likely not warranted.
- e. Legal document preparation
- Such as easement deeds, protective covenants, development restriction, conservation or mitigation agreements.
 - Please confer with the Town's legal counsel on estimated workload to establish a covenant document of sorts to address legal obligations / restrictions / etc. for future landowners.
- 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.
 - It is expected that architectural drawings will NOT be required to acquire the permits included in this scope of work.
 - i. It is expected that individual future landowners will be required to provide architectural drawings for Act 250 review and approval in order to acquire future Land Use Permit amendments for future build out of individual sites.
- g. Services of other consultants
- a. None expected unless otherwise already described in this proposal.
- h. Army Corps of Engineers or State Wetland Conditional Use Determination permit applications.
- a. An aerial imagery review of the property does not show any areas that appear to be wetlands, and there are no ANR-mapped wetlands or any mapped hydric soils layers on the property.
 - b. It is assumed that wetlands work will not be required for this project.

- c. We will work with the State Wetlands Specialists to ensure this is the case at the on-set of the project so as to avoid any later complications
- i. Archeological or environmental impact studies.
 - a. It is not expected that the State Department of Historic Preservation would require any further investigation of the property
 - b. We will submit a letter to the State at the onset of this project to confirm they do not require any further investigation.
- j. Construction layout, review or certification services.
 - a. These items should be considered if it is the desire of the Town to complete the construction of the site's main infrastructure.
 - b. Rough estimate = \$5,000 - \$7,000
- k. Bidding documents or assistance.
 - a. These items should be considered if it is the desire of the Town to complete the construction of the site's **main infrastructure**.
 - b. Rough estimate = \$2,500
- l. Other permitting services not specifically listed in the Scope of Services.
 - a. None expected unless otherwise already described in this proposal.
- m. Covenants redraft.
 - a. Please confer with your legal counsel, if applicable
- n. Title search.
 - a. It is assumed that a Title Search was completed when the Town purchased the land.
- o. Permit application or impact fees (as a municipality, the Town/Village may be exempt from some application fees).
 - a. State WW permit application fee = \$0 (municipalities are exempt)
 - b. State CGP permit application fee = \$500
 - c. State Stormwater permit application fee = \$5,000
 - d. State PWS permit to construct application fee = \$900
 - e. VTrans 1111 permit application fee = \$250
 - f. Act 250 permit application fee = \$0 (municipalities are exempt)
 - i. Wetland impact fees = assumed \$0
 - ii. Archeological investigation costs = assumed \$0
 - iii. Deer Wintering mitigation fees = \$0 (assumed off-site mitigation)
 - iv. Prime Agricultural mitigation = \$25,000 (estimated)

We estimate the cost of the above services to be \$34,500 for site plan revisions, updated design and calculations, and permit application preparation and submittals, a construction cost estimate, 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.



AGREEMENT FOR ENGINEERING SERVICES

1. Parties to this Agreement are Town of _____ ("Client"), with offices at _____ and Mumley Engineering, Inc. ("Engineer"), a Vermont corporation with offices at 46 Hutchins Street, Morrisville, Vermont 05661.
2. Client requests professional services of Engineer in connection with Client's project, described as: Engineering services related _____ in the town of _____, as per the proposal provided by Engineer dated _____, and attached to this agreement.
3. Performance by the Engineer shall be in conformance with the laws of the State of Vermont as they apply to the practice of Professional Engineering, and in any event, consistent with ordinary standards and procedures of engineering prevalent in the State of Vermont.
4. Client agrees to pay Engineer for services rendered based on the charge rate schedule attached.
5. Client agrees to the following terms and conditions of payment:
 - A. Monthly payments based on total billings submitted by the Engineer.
 - B. Payment in full of the balance upon receipt of final billing.
 - C. Interest charges on the outstanding balance after thirty (30) days of one percent (1%) per month, which is equivalent to an annual interest rate of twelve percent (12%) on the unpaid balance.
 - D. Client agrees to pay reasonable costs of collection, including attorney's fees, in the event that the Engineer's fees and costs, or outstanding balance thereof become overdue and collection proceedings are required against the Client.
6. Client and Engineer have discussed the risks and benefits of the project and the Engineer's total fees for services. The risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Engineer's total liability to client for any and all injuries, claims, losses, expenses, damages or claims, expenses arising out of this agreement from any cause or causes shall not exceed the total amount invoiced, including but not limited to Engineer's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.
7. Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of damage to the site.
8. The Engineer and the Client mutually agree, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.
9. If this project involves land use permitting, such as Site Plan Approval, Conditional Use Approval, Variances, Subdivision Approval, Act 250 Approval and other Federal, State and Local Approvals Engineer makes no representations that such approvals will be granted by the permitting authorities, or that such approvals, if granted, will be for any particular number of lots, size of buildings, or size of project, nor that such approvals, if granted, will be free of conditions that materially affect the financial liability of Owner's project. Engineer also makes no representations that all necessary permits and approvals have been identified in and are a part of this agreement.
10. The Engineer will not be responsible for keeping record of or notifying the Client of any expiration dates, inspection dates, renewals, corrective action, or fees associated with maintaining state and local permits, allocations, or agreements pertaining to the property listed above.

Economic Development Roundtable

Agenda for April, _____, 2023

1. Introductions
2. Industrial Park Development
 - a. Current Status
 - b. Brainstorm for actionable plans
 - c. Narrow down to no more than two plans to carry out
3. Rail Trail and Recreation Development
 - a. Current Status
 - b. Brainstorm for actionable plans
 - c. Narrow down to no more than two plans to carry out
4. Brownfields Development
 - a. Current Status
 - b. Brainstorm for actionable plans
 - c. Narrow down to no more than two plans to carry out

Office of Selectboards
Hyde Park Town, VT
Town of Johnson, VT

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Approval of Interlocal ~~Agreement~~ Agreement to Name Designated Assessor

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February ____, 2023

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Selectboards
Town of Hyde Park
Town of Johnson

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Vermont Statute 17 VSA 2651, c provides that Vermont Selectboards may appoint an assessor to perform the duties of a lister as set forth in Title 32 when the Board of Listers is vacant or no longer maintains a quorum to conduct official business for the town. If a town votes to eliminate the office of lister, the Selectboard shall contract with or employ a professional qualified assessor who need not be a resident of the town. While there is no specific definition of or certification requirements for a "professionally qualified assessor". The purpose of this Agreement is intended to ensure that all the towns are in substantial compliance with Title 32 requiring each Selectboard to maintain its grand list and report valuations to the State of Vermont.

Vermont Statute 24 VSA 4901 provides that any one or more municipalities may contract with any one or more other municipalities to perform any governmental service, activity or undertaking which is authorized by law to perform provided the legislative of each municipality approved the contract Agreement and expenses for such activity are included in an approved municipal budget.

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Two individuals have agreed to perform municipal assessment services for the Town of Hyde Park and Town of Johnson. To comply with 24 VSA 4901, an interlocal agreement Agreement (Attachment 1) must be executed by both legislative bodies.

Attached is the interlocal agreement Agreement for your consideration and if the Selectboards agree to approve, the following motion is offered for adoption:

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"Motion to approve the Town of Johnson [Hyde Park voted separately] interlocal agreement Agreement for _____ and _____ shared Assessor Services to be approved as designated municipal assessors serving both municipalities for the term of _____ 1, 2023 through _____, 20234; and

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Be it further resolved, Selectboard member _____ is authorized to sign the interlocal agreement contract on behalf of the town.

Respectfully submitted,

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Towns Committee Members

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Attachment 1

Attachment 1

INTERLOCAL ~~AGREEMENT~~AGREEMENT -FOR FOR SHARED EMPLOYEES TO PERFORM DESIGNATED ASSESSOR SERVICES FOR THE PERIOD _____ THROUGH _____

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Vermont Statute 17 VSA 2651, c provides that a Selectboard may appoint an assessor when the office of Board of Listers is vacant or lacks a quorum and further requires that a Selectboard shall appoint professional appraiser if the Town has voted to eliminate the Board of Listers.

Accordingly, the following interlocal ~~agreement~~contract (hereinafter "~~Agreement~~Agreement") has been executed by the Selectboards of the Town of Johnson, VT, Lamoille County and Town of Hyde Park, VT, Lamoille County, and the individuals put forth as the proposed Designated Municipal Assessors to be shared ~~employees~~assessors of both municipalities.

RECITALS

~~WHEREAS~~, Vermont Statutes permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately through Interlocal Contracts described in 24 VSA 4901 to carry out their respective functions, powers and authority.

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~~WHEREAS~~, that interlocal ~~contract~~Agreement must be approved by a majority of the Selectboards.

~~WHEREAS~~, the 17 VSA 2651 mandates that the Assessor shall be a "qualified professional" should a town vote to eliminate the office of the Board of Listers.

~~NOW~~, ~~THEREFORE~~, based on the foregoing Recitals, and in consideration of the terms of this ~~Agreement~~Agreement, the Parties agree as follows:

QUALIFICATIONS OF DESIGNATED ASSESSORS

~~The towns agree to obtain the services of a qualified professional assessor to oversee and review the work of the uncertified assessor, until such time as the uncertified assessor becomes professional qualified, as determined by the towns.~~

~~For Municipal Assessor Professional: _____ has been certified as a Vermont Assessor since _____. In that capacity, _____ is responsible for managing several Vermont municipal grand lists per the guidance of the Vermont Property Valuation and Review (herein "VT PVR"). Along with statutory duties, _____ currently acts as the contracted Assessor of Record for _____.~~

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~~_____ has disclosed any conflicts of interest involving the proposed Designated Assessor and the Towns: [NONE].~~

~~It is understood that _____ will, during the length of this agreement, maintain VT assessor certification in good standing with the State and shall ensure that all mandatory reporting requirements of the Towns are met.~~

~~The towns agree to obtain the services of an Uncertified Assessor who will be _____~~

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DESIGNATED ASSESSOR – INTERLOCAL
AGREEMENT~~CONTRACT~~

Attachment 1

~~For Municipal Assessor Uncertified: _____ has not acquired certification as a Vermont Assessor but has worked with several municipalities in related capacities. _____ is responsible for pursuing and acquiring Level 1 certification from the State within one year of work as the Municipal Assessor-Uncertified per the certification process of the Vermont Property Valuation and Review. Working alongside the Professional Municipal Assessor, the Municipal Assessor-Uncertified, work will include complying with all statutory duties for grand list maintenance and all town policies.~~

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~~_____ has disclosed any conflicts of interest involving the proposed Municipal Assessor-Uncertified position and the Towns: [NONE].~~

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~~It is understood that _____ will, during the length of this agreement, will acquire VT assessor certification and remain in good standing with the State.~~

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1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSORS

- 1.1 The ~~Professional~~ Assessor-Professional and Municipal Assessor-Uncertified, collectively refers to as **Designated Assessors**, while serving as the Assessor of Record for the towns, shall satisfy all requirements contained Vermont State Statute as defined and recommended by VT PVR.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Towns, the Designated Assessors shall prepare and transmit to the Selectboards a detailed schedule for delivery of documents to comply with VT PVR deadlines through the calendar year 2023 and to correct any deficiencies in and submit any outstanding reports and filings as required.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for ~~an Assessing District~~the Towns, shall do the following things, as applicable to bring the Towns into compliance and to maintain compliance:
 - 1.3.1 Property Transfers
 - 1.3.2 Name and address Changes
 - 1.3.3 HS 122 downloads
 - 1.3.4 Completing ongoing downloads from the State
 - 1.3.5 Basic data entry of transfers
 - 1.3.6 Current Use downloads
 - 1.3.7 Assessors assist with current use calculations
 - 1.3.8 Assessors work with PVR on Equalization issues
 - 1.3.9 Assessors' complete grievance hearings and BCA hearings.
 - 1.3.10 State level or court hearings
 - 1.3.11 Appraisal inspections and valuation will be completed as needed.
 - 1.3.12 Attend one Selectboard meeting each January to report on the prior year's final Grand List amount and help project the next year's Grand List percentage increase relative to the prior year Grand List.
 - 1.3.13 Perform any other duties required under Title 32.
- 1.4 The parties understand that reappraisal services, such as a town-wide reappraisal, are to

DESIGNATED ASSESSOR – INTERLOCAL
AGREEMENT/CONTRACT

Attachment 1

be conducted under a separate contract, outside this interlocal ~~contract~~Agreement which is for Grand List maintenance duties.

2.0 — DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS

TOWNS

~~2.12.0~~ A Town that will utilize the services of the Designated Assessors will, during and throughout the term of this ~~Agreement~~Agreement, do the following:

~~2.1.1~~2.0.1 Provide the Designated Assessors with reasonable access to records, documents, databases and information in order to allow the Designated Assessors to serve as the Assessor of Record for that Town and to satisfy the requirements of VT PVR and Title 32.

~~2.1.2~~2.0.2 Furnish the Designated Assessors with any applicable policies and procedures that the Designated Assessors may be subject to during the period of time the Designated Assessors serves as the Assessor of Record.

~~2.1.3~~2.0.3 Provide any technology, equipment, and workspace necessary for the Designated Assessors to carry out their requirements under this ~~Agreement~~Agreement.

~~2.22.1~~ The ~~Assessing District~~Towns shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Towns appraisal or assessment functions or any other municipal legal obligations under any applicable State Property Tax Laws. The Towns shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State court or review body.

~~2.32.2~~ The Towns shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Towns agrees that under no circumstances shall the Designated Assessors be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

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Attachment 1

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3.0 DESIGNATED ASSESSOR COMPENSATION

- 3.1 The Designated Assessors are employees of the Town of Johnson and shall be paid and earn benefits per the terms and conditions set forth in their Offer of Hire.
- 3.2 If additional Towns seek the services of the shared Assessors, then all documents and ~~agreement~~Agreements shall be updated and reauthorized by the original Selectboard partners and accepted by the additional Town or Towns by approving and signed the amendment documents and ~~agreement~~Agreement.
- 3.3 The parties understand that it ~~may~~will be necessary to modify the pay, ~~benefits~~ and terms of hire should the Designated Assessors acquire certification levels from VT PVR that were not previously issued.
- 3.4 Nothing in this Section shall operate to limit a Town's right to seek amendments to existing ~~agreement~~Agreements or terminate the interlocal ~~agreement~~Agreement at any time after the first six months of the interlocal ~~agreement~~Agreement. ~~In the event any party desires to terminate said Agreement they shall provide 60 days written notice of intent to terminate to the authorized representatives(s) and shall be responsible for any costs up to the point of notice of of intent to terminate.-~~

3.5 If the Town administering the payroll and benefits for the Assessors fails to timely invoice other participating towns for their appropriate share of costs, within 60 days of services being provided, then those costs remain due and payable when invoiced. If a Town, at any time becomes delinquent in its payment, then that Town may be removed from the interlocal ~~contract~~Agreement by majority vote of any other participating town's Selectboard. Notwithstanding any other term and condition in this ~~Contract~~Agreement, if a Town pursues any legal action in any court to secure its payment or past due payment under this ~~Contract~~Agreement, the delinquent Town agrees to pay all costs and expenses, including attorney's fees and court costs, incurred for collection of any amount owed by the delinquent Town.

~~3-53.6~~ 3.6 The parties to this Agreement further agree to abide by the terms and conditions set forth in a Memorandum of Understanding regarding administration of the Agreement and reimbursement of costs, which shall be an attachment to this Agreement.

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4.0 EFFECTIVE DATE AND TERM OF ~~AGREEMENT~~AGREEMENT

This ~~Agreement~~Agreement ~~ss~~ shall become effective when it is executed by all participating Selectboards and shall expire six months after signing, unless extended in writing by all parties.

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5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS

It is understood by the parties that _____ and _____ are appointed as the Designated Assessors based on ~~his~~their employment status with the Town of ~~Jericho~~Johnson, VT and upon termination of either Assessor, then the parties will seek to approve an interim Designated Assessor(s) until the parties are able to amend this ~~Agreement~~Agreement.

6.0 ENTIRE ~~AGREEMENT~~AGREEMENT

Attachment 1

This ~~Agreement~~Agreement sets forth all covenants, promises, ~~agreement~~Agreements, conditions and understandings between the parties and there are no covenants, promises, ~~agreement~~Agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this ~~Agreement~~Agreement.

7.0 AMENDMENTS

This ~~Agreement~~Agreement cannot be modified unless reduced to writing and signed by all Parties.

8.0 SEVERABILITY

If a court of competent jurisdiction finds a term or condition of this ~~Agreement~~Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this ~~Agreement~~Agreement. All other terms or conditions shall remain in full force and effect.

9.0 GOVERNING LAW

This ~~Agreement~~Agreement shall be governed, interpreted, and enforced by the laws of the State of Vermont.

10.0 COUNTERPARTS

This ~~Agreement~~Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, _____ [name and title of participating municipality] hereby acknowledges that they have been authorized by a resolution or motion of the Selectboard of the Town of Johnson, VT, to execute this ~~Agreement~~Agreement on behalf of Legislative Body and hereby accepts and binds the Town to the terms and conditions of this ~~Agreement~~Agreement.

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

IN WITNESS WHEREOF, _____ [name and title of participating municipality] hereby acknowledges that they have been authorized by a resolution or motion of the Selectboard of the Hyde Park, VT, to execute this ~~Agreement~~Contract on behalf of Legislative Body and hereby accepts and binds the Town to the terms and conditions of this ~~Agreement~~Agreement.

EXECUTED: _____ Date: _____
Name and Title:

DESIGNATED ASSESSOR – INTERLOCAL
~~AGREEMENT~~CONTRACT

Attachment 1

WITNESSED: _____ Date: _____

Name and Title:

Memorandum of Understanding

Memorandum of Understanding Town of Hyde Park and Town of Johnson, Vt.

The Towns of Hyde Park and Johnson Vermont (herein "Towns") enter this Memorandum of Understanding (hereafter "MOU") to define and clarify roles and responsibilities regarding shared municipal assessor position(s). This MOU will be an attachment to the "Interlocal Contract for Shared Assessor Services" to be entered into between said towns.

It is hereby understood and agreed that:

The Town of Johnson will hire, as its employees, a Municipal Uncertified Assessor and a Professional Assessor-Supervisor. Both positions will provide property assessment and Grand List maintenance services to the Towns. It is anticipated at this time that each town will require up to 8 hours per week on an average annual basis for the Uncertified Assessor position and an "as needed" amount of time for the Professional Assessor-Supervisor position. The services provided will be described in job descriptions approved by the Towns. Once the Uncertified Assessor has obtained Property Valuation and Review Certification Level 1, that employee shall be subject to the Professional Assessor job description (non-supervisory). At that time, the services of the Professional Assessor-Supervisor may no longer be required. The role of the Professional Assessor-Supervisor while the Town is employing an Uncertified Assessor shall be to provide oversight, guidance, time management, Title 32 compliance monitoring and training for the Municipal Uncertified Assessor. The Professional Assessor-Supervisor shall also assist with specific tasks, like data entry and filing reports, for compliance, to ensure both towns Grand List maintained and submitted to the Town Clerk and Division of Property Valuation and Review. The role of the Professional Assessor-Supervisor, without an Uncertified Assessor, may continue with mutual consent of that person and Towns.

The terms and conditions of employment for both positions will be set forth in the offer of employment letter and shall be agreed to by both Selectboards and then issued by the Town of Johnson. Therefore, employees will be subject to the Town of Johnson's adopted personnel rules, regulations and policies as they exist at the time of hire, or as amended. Any assessor actions or inactions that may result in the potential for the towns to incur unanticipated expenses or risk non-compliance shall be presented to the Towns' board representative as soon as practical for their consideration, such as major software or equipment failures, incidents during field work that may raise a town liability concern and additional work hours for special projects not previously discussed and approved.

The Selectboards of each town shall appoint an authorized representative to review employee performance of both positions, provide a point of communication between boards and employee and make any recommendations for changes to terms and conditions of employment and or to the interlocal contract. The authorized representatives will provide feedback to the Johnson Selectboard for the purposes of employee evaluation and to the Towns on overall shared services matters on at least a quarterly basis. The Towns will endeavor to communicate frequently with each other during the effective period of the interlocal contract to evaluate the effectiveness of the shared services and work together to address any concerns or issues as promptly as possible.

The Town of Johnson will compensate the employees based on their normal procedures (which currently pays on a weekly pay period), using timesheets submitted by said employee(s). Timesheets shall separately account for hours and mileage attributable to each town.

While every effort will be made to limit to no more than 40 hrs per week, there may be times when it is necessary. In that event the bullets below shall act as guidance for assigning the overtime costs to each town:

- If one Town A's hours exceeds 40 and the other does not, the Town A pays 100% of the Overtime costs
- If both are over 40 then both pay their own overtime hours.
- If both are under but combination is over 40, then the amount of overtime is proportionately charged to each Town. For example, Town A has 20 hours and Town B has 30 hours – the 10 hours of overtime costs are assessed at 20/50 (40%) to Town A and 30/50 (60%) to Town B.
- If either town's employment of the Assessor for any purpose other than assessment services as per this interlocal contract, causes the total hours worked by the employee to exceed 40 hours, that town will compensate the employee for overtime hours in accordance with state and federal labor rules, regulations or laws.

DESIGNATED ASSESSOR – INTERLOCAL
AGREEMENT CONTRACT

Attachment 1

Not less than quarterly nor more than monthly the Town of Johnson will invoice the Town of Hyde Park for Johnson's costs associated with compensating said employees for those costs attributable to Hyde Park. These costs include (but may not be limited to) hourly rate, any stipends or additional payments, mileage, FICA, Unemployment and Workers Comp Insurance and a flat fee for administration of \$25.00 per pay period.

The Town of Hyde Park agrees to reimburse the Town of Johnson for its reasonable expenses in a timely manner following receipt of the Johnson Assessor Services Invoice, such invoice itemized or supported by payroll records normally produced by the Town.

Town of Johnson authorized signature Town of Hyde Park authorized signature

Date: ____ / ____ /2023 Date: ____ / ____ /2023

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Town of Johnson Letterhead

To:

From: Town of Hyde Park & Johnson Selectboards

Date: February _____ 2023

Re: Municipal Assessor-Professional-Supervisor

The Johnson Selectboard has approved hiring you as the municipal assessor, working directly for both the Town of Hyde Park and Town of Johnson (the "Towns"), starting ___/___/2023. Your employment will remain at will, with direct supervision by the Town of Johnson. "At will" means you have the right to end your employment as the assessor at any time, and the Johnson Selectboard retains the right to modify or terminate your role as the municipal assessor at any time.

The functions and duties of this position are serving the Town of Hyde Park and Town of Johnson to oversee, supervise, train and review the work of the Uncertified Assessor to ensure that the work is being done in accordance with standard practices and meets statutory requirements regarding the preparation and submission of each Town's Grand Lists. A supervisory function will be to monitor hours worked by the Uncertified Assessor with a goal of limiting hours 40 hrs. or less per week (total), but if necessary to meet deadlines approve use of overtime hours. This position is a hybrid work position with a combination of in-office and remote office work that you find appropriate to complete the required tasks and with no minimum in-office hours.

The hourly wage for this non-exempt Municipal Assessor-Professional position will be \$55.00 with work hours not exceeding 8 hours per week in either town (no more than 16 hours total each week). No benefits are provided for this position, which is defined as a Limited Term Appointment in the Personnel Policy. The position will terminate six months from the first day of work unless extended in writing by the Towns.

In this position, you will be subject to the Town of Johnson Personnel Policy as they now exist or as amended, and except if modified herein. The Personnel Policy is attached for your review and acceptance prior to your work start date.

We look forward to having you in this position.

Town of Johnson letterhead

To: _____
From: Town of Johnson Selectboard
Date: February _____ 2023
Re: Offer of Employment: Municipal Assessor-Uncertified; Average 16-hour work week

The Johnson Selectboard has approved hiring you as a Johnson employee for the position of Municipal Assessor-Uncertified, which entails working directly for both the Town of Hyde Park and Town of Johnson, starting ___/___/2023. Your employment will be “at will”, with general supervision by the Town of Johnson. Terri Sabens will provide training, direct supervision, and review of work product.

“At will” employment means you have the right to end your employment as the assessor at any time, and the Johnson Selectboard retains the right to modify or terminate your role as the municipal uncertified assessor at any time.

The functions and duties of this position are serving the Towns of Hyde Park and Johnson as specified in the February 2023 Municipal Assessor-Uncertified Job Description, which is attached hereto. This job description is subject to change, at any time, by the Selectboards, any revisions being first approved by both towns and then provided to you. This position is a hybrid position requiring in-office, in-field site visits and remote work with a minimum of 2-hours per week in each municipal office (4 hours total).

There is a six-month probationary period as per the Town of Johnson Personnel Policy, during which time the hourly wage for this position is \$28.00 with an annual average 16-hour work week. Some weeks may require more than 16 hours and others less. Upon satisfactory evaluation and completion of the six-month probationary period, the rate of pay shall increase to \$30.00 per hour. Attainment of Level 1 Certification (VPA 1) by PV&R is a requirement of continued employment and failure to obtain such certification within one year from date of hire may be cause for termination.

After one full year of service (and VPA1 certification), the rate of pay shall increase to \$35.00 per hr. After one full year of service the employee will also be entitled to normal wage adjustments as per Johnson Selectboard procedures. Nothing herein shall prevent a change in hourly rate, hours worked, etc. which will require the consent and approval of the Selectboards of both towns. This position is separate and apart from any other job duties you may have with either town.

The Municipal Assessor-Uncertified position is considered permanent part time and non-exempt with overtime eligibility in accordance with state and federal rules, regulations, or laws. Prior authorization for use of overtime hours is required. When absolutely necessary to meet compliance deadlines, overtime hours may be authorized by Terri Sabens. Every effort shall be made to limit hours to not more than 40 hours by the employee.

Benefits provided for this position are identified in the duly adopted Personnel Policy of the Town of Johnson and are prorated. At this time, based on number of hours worked (16 total) the only benefit which accrues is Combined Time Off, which equates to 70 hrs annually.

In this new combined role, you will be subject to all provisions of the adopted Town of Johnson Personnel Policy as they now exist or as amended, and except if modified herein. The Personnel Rules are attached for your review and acceptance prior to your work start date. We look forward to having you in this position.

DRAFT

**Memorandum of Understanding
Town of Hyde Park and Town of Johnson, Vt.**

The Towns of Hyde Park and Johnson Vermont (herein "Towns") enter this Memorandum of Understanding (hereafter "MOU") to define and clarify roles and responsibilities regarding shared municipal assessor position(s). This MOU will be an attachment to the "Interlocal Contract for Shared Assessor Services" to be entered into between said towns.

It is hereby understood and agreed that:

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The Town of Johnson will hire, as its employees, a Municipal Uncertified Assessor and a Professional Assessor-Supervisor. Both positions will provide property assessment and Grand List maintenance services to the Towns. It is anticipated at this time that each town will require up to 8 hours per week on an average annual basis for the Uncertified Assessor position and an "as needed" amount of time for the Professional Assessor-Supervisor position.

The services provided will be described in job descriptions approved by the Towns. Once the Uncertified Assessor has obtained Property Valuation and Review Certification Level 1, that employee shall be subject to the Professional Assessor job description (non-supervisory). At that time, the services of the Professional Assessor-Supervisor may no longer be required. The role of the Professional Assessor-Supervisor while the Town is employing an Uncertified Assessor shall be to provide oversight, guidance, time management, Title 32 compliance monitoring and training for the Municipal Uncertified Assessor. The Professional Assessor-Supervisor shall also assist with specific tasks, like data entry and filing reports, for compliance, to ensure both towns Grand List maintained and submitted to the Town Clerk and Division of Property Valuation and Review. The role of the Professional Assessor-Supervisor, without an Uncertified Assessor, may continue with mutual consent of that person and Towns.

The terms and conditions of employment for both positions will be set forth in the offer of employment letter and shall be agreed to by both Selectboards and then issued by the Town of Johnson. Therefore, employees will be subject to the Town of Johnson's adopted personnel rules, regulations and policies as they exist at the time of hire, or as amended. Any assessor actions or inactions that may result in the potential for the towns to incur unanticipated expenses or risk non-compliance shall be presented to the Towns' board representative as soon as practical for their consideration, such as major software or equipment failures, incidents during field work that may raise a town liability concern and additional work hours for special projects not previously discussed and approved.

The Selectboards of each town shall appoint an authorized representative to review employee performance of both positions, provide a point of communication between boards and employee and make any recommendations for changes to terms and conditions of employment and or to the interlocal contract. The authorized representatives will provide feedback to the Johnson Selectboard for the purposes of employee evaluation and to the Towns on overall shared services matters on at least a quarterly basis. The Towns will endeavor to communicate frequently with each other during the effective period of the interlocal contract to evaluate the effectiveness of the shared services and work together to address any concerns or issues as promptly as possible.

The Town of Johnson will compensate the employees based on their normal procedures (which currently pays on a weekly pay period), using timesheets submitted by said employee(s). Timesheets shall separately account for hours and mileage attributable to each town.

While every effort will be made to limit to no more than 40 hrs per week, there may be times when it is necessary. In that event the bullets below shall act as guidance for assigning the overtime costs to each town:

- If one Town A's hours exceeds 40 and the other does not, the Town A pays 100% of the Overtime costs
- If both are over 40 then both pay their own overtime hours.
- If both are under but combination is over 40, then the amount of overtime is proportionately charged to each Town. For example, Town A has 20 hours and Town B has 30 hours – the 10 hours of overtime costs are assessed at 20/50 (40%) to Town A and 30/50 (60%) to Town B.
- If either town's employment of the Assessor for any purpose other than assessment services as per this interlocal contract, causes the total hours worked by the employee to exceed 40 hours, that town will

compensate the employee for overtime hours in accordance with state and federal labor rules, regulations or laws.

Not less than quarterly nor more than monthly the Town of Johnson will invoice the Town of Hyde Park for Johnson's costs associated with compensating said employees for those costs attributable to Hyde Park. These costs include (but may not be limited to) hourly rate, any stipends or additional payments, mileage, FICA, Unemployment and Workers Comp Insurance and a flat fee for administration of \$25.00 per pay period.

The Town of Hyde Park agrees to reimburse the Town of Johnson for its reasonable expenses in a timely manner following receipt of the Johnson Assessor Services Invoice, such invoice itemized or supported by payroll records normally produced by the Town.

Town of Johnson authorized signature

Town of Hyde Park authorized signature

Date: ____/____/2023

Date: ____/____/2023