

**JOINT BOARD MEETING AGENDA  
JOHNSON VILLAGE TRUSTEES AND TOWN SELECTBOARD**

Wednesday, June 14, 2023 at 6:00 p.m.  
Johnson Municipal Offices – 2<sup>nd</sup> Floor

**AGENDA:**

**CALL TO ORDER**

**REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS**

**PUBLIC COMMENT**

1. Discussion on Village Garage Improvement Project & updates on CDS grant regarding solo application. Rob Moore from LCPC guest speaker. (30 minutes)
2. Discussion and possible action (sign) on Jointly Owned Property MOU in relation to info from agenda item 1. (30 minutes)
3. Discussion, possible action regarding River Road East (Manchester property) stormwater concerns and cost sharing. CJ Manchester guest speaker. (30 min)
4. Discuss and possibly sign compromise Stormwater System MOU (30 minutes)
5. Discussion on joint bidding process for fuel purchasing and possible firm choice to conduct bids. (15 minutes)
6. Discussion on condition and future plans for Old Mill House (20 minutes)
7. Discussion on condition and future plans for Lower Storage Building (20 minutes)
8. Discussion on the costs and feasibility of proposed merger plan (40 minutes)
9. Discussion on future plans for the backhoe (15 minutes)
10. Set meeting date for next joint meeting. (5 minutes)

Adjourn

Join Meeting via Zoom

<https://us02web.zoom.us/j/3446522544?pwd=VkNZZE5tMW5PaEhidVpnUjRxSkxGdz09>

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544

Passcode: 15531



**Memorandum of Understanding  
Between the Town of Johnson & Village of Johnson**

**Responsibility for Jointly Owned Buildings**

**Parties:**

The parties to this Memorandum of Understanding (hereinafter MOU) are the Town of Johnson (hereinafter Town) and Village of Johnson (hereinafter Village).

**Background:**

Whereas the Town and Village jointly own several buildings within Johnson, Vermont;

Whereas these buildings include the Johnson Municipal Building, the Village Garage, the Town Garage, the Old Mill House, the Cold Storage Building, the Salt Shed, and the Smoke House;

Whereas the Town and Village have historically shared some building expenses and also independently covered others, but no formal assignment of responsibilities and costs exists; and

Whereas the Town and Village wish to document the delegation of maintenance responsibility for these buildings via an MOU.

**Purpose:**

The purpose of this MOU is to clearly state which entity, Town or Village, has the responsibility to maintain, and improve as necessary, each of the aforementioned buildings and who will pay the associated costs for such maintenance and improvements.

**Definitions:**

Maintenance and Improvement – Any work done to a building that does not alter its use or result in a known reduction in value.

Use – The purpose for which the building is dedicated to at the time of signing this agreement.

**Term, Cancellation, & Amendment:**

The term of this MOU begins on January 1, 2023 and will renew automatically every year on January 1<sup>st</sup> until it is cancelled by either board. The MOU may be cancelled or amended at any time by a majority vote of the Town Selectboard and a majority vote of the Village Board of Trustees.

**Statement of Agreement:**

The Town and Village agree that actions which require the demolition or substantial change in use or reduction in value for any jointly owned building will require the consent of both the Town and Village.

The Town and Village agree to the delegation of building maintenance and improvement responsibility and costs as follows:

Johnson Municipal Building – The Town and Village will each be 50% responsible for the maintenance and improvements of the Johnson Municipal Building and will equally share in all associated costs. Decisions on building maintenance and improvement will require the affirmative vote of the Town Selectboard and the Village Board of Trustees.

Village Garage – The Village will be 100% responsible for the maintenance and improvement of the Village Garage. Decisions on building maintenance, improvements, and use will only require the affirmative vote of the Village Board of Trustees.

Town Garage - The Town will be 100% responsible for the maintenance and improvement of the Town Garage. Decisions on building maintenance, improvements, and use will only require the affirmative vote of the Town Selectboard.

Old Mill House - The Town and Village will each be 50% responsible for the maintenance and improvement of the Old Mill House. Decisions on building maintenance and improvements will require the affirmative vote of the Town Selectboard and the Village Board of Trustees.

Cold Storage Building - The Town and Village will each be 50% responsible for the maintenance and improvements of the Cold Storage Building and will equally share in all associated costs. Decisions on building maintenance and improvement will require the affirmative vote of the Town Selectboard and the Village Board of Trustees.

Salt Shed - The Town will be 100% responsible for the maintenance and improvement of the Salt Shed. Decisions on building maintenance and improvements will only require the affirmative vote of the Town Selectboard.

Smoke House - The Village will be 100% responsible for the maintenance and improvement of the Smoke House. Decisions on building maintenance and improvements will only require the affirmative vote of the Village Board of Trustees.

Selectboard Chair:

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Trustee Chair:

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**Memorandum of Understanding  
Between the Village of Johnson and Town of Johnson**

**Responsibility for Stormwater and Road Drainage Infrastructure**

**Parties:**

The parties to this Memorandum of Understanding (hereinafter MOU) are the Village of Johnson (hereinafter Village) and the Town of Johnson (hereinafter Town).

**Background:**

Whereas the Village and Town both have drainage infrastructure within the confines of the Village;

Whereas this infrastructure is often interconnected;

Whereas there was a “handshake agreement” long ago, the details of which are unknown and in dispute that claims either:

- A. That the Town is responsible for all ditches, culverts (open on both ends), and sections that are open on one end and have a structure such as a manhole or catch basin at the other end, and that the Village is responsible for all sections that go from structure to structure. Or;
- B. That the Town is responsible for all ditches, culverts (open on both ends), and that the Village is responsible for all sections that go from structure to structure and sections that are open on one end and have a structure such as a manhole or catch basin at the other.

Whereas the Village and Town wish to find middle ground and clarify which sections are the responsibility of each party.

**Purpose:**

The purpose of this MOU is to clearly state which entity, Town or Village, has the responsibility to maintain, and improve as necessary, each of the aforementioned stormwater infrastructure and who will pay the associated costs for such maintenance and improvements.

**Definitions:**

Maintenance and Improvement – Any work done to infrastructure that does not alter its use or result in a known reduction in value or effectiveness.

Structure: Catch basin, stormwater manhole, or other similar public stormwater structure.

Outfall: the termination of a stormwater pipe, often at a receiving water.

Culvert: a stormwater pipe that is open on both ends.

**Term, Cancellation, & Amendment:**

The term of this MOU begins on July 1, 2023 and will renew automatically every year on January 1st until it is cancelled by either board, which will be effective on the following December 31st. The MOU may canceled or amended at any time by a majority vote of the Town Selectboard and a majority vote of the Village Board of Trustees.

**Statement of Agreement:**

The Town and Village agree that all ditches and culverts remain the responsibility of the Town. The Town and Village agree that all segments of stormwater infrastructure that have structures at both ends remain the responsibility of the Village. The Town and Village agree that segments of stormwater infrastructure that are open ended at one end and have a structure at the other end have a division of responsibility whereas the Village is responsible for the structure and the Town is responsible for the pipe and open-ended outfall. The Town and Village agree that their respective crews should coordinate work on those sections.

The Town and Village agree that no open-ended sections created without the consent and design approval of the Town will become the responsibility of the Town. The Town and Village agree that no structure-to-structure segments nor structures created without the consent and design approval of the Village will become the responsibility of the Village.

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Ken Tourangeau, Village Trustee Chair

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Date

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Beth Foy, Town Selectboard Chair