

## VILLAGE TRUSTEES MEETING NOTICE & AGENDA

**Date: Monday, June 12, 2023**

**Time 6:00 p.m.**

**Johnson Municipal Building upstairs located at 293 Lower Main West, Johnson VT**

**Masks are voluntary if attending the meeting in person. Please respect the personal choice of your neighbors.**

**If you want to participate in the meeting, please attend the meeting at Johnson Municipal Building. Village of Johnson is not responsible for technical difficulties with zoom.**

### **Electronic Meeting via Zoom and Phone Call-In**

#### **Join Zoom Meeting**

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

**Meeting ID: 344 652 2544**

**Passcode: 15531**

**You can also join by phone by calling:**

**+1 646 558 8656 US**

**Agenda:** Please note times are approximate.

**6:00 p.m. Call to order**

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

**6:03 p.m. Review and Approve Minutes of Trustee Meetings**

Trustee Meeting May 08, 2023, Joint Meeting May 10, 2023, Special Meeting May 24, 2023.

**6:05 p.m. Treasurer's Report:** Review and approve bills and warrants. Budget Status Report and any Action Items. Signatures needed.

**6:10 p.m. Village Manager's Report and any action items**

**6:20 p.m. Water/Wastewater Report and action items**

**6:25 p.m. Electric/General Report and any action items**

**6:30 p.m. Fire Department Report and any action items**

**6:35 p.m. Members of the Public**

**6:40 p.m. Any other discussion or action items**

1. (D/A) Allison Kratzat from the Lamoille Valley Rail Trail Committee (LVRT) to address the Board to discuss a Bike Lane on Railroad Street from the LVRT to downtown. (10 Min)
2. (D) Review Annual Mowing costs per Village parcel. (10 min)
3. (D/A) Introduce and possibly adopt draft Village Green Flag and Banner Policy & Schedule. (15 min)
4. (D/A) Review and possibly adopt the Draft Village Stormwater Systems Use Ordinance. (25 min)
5. (D) Review draft compromise Stormwater System MOU with the Town (15 min)
6. (D/A) Discuss the possibility of cost-sharing with the Town the costs of stormwater repair they have already completed to the Manchester built system that drains the Manchester property. (20 Min).
7. Executive Session as per **1 V.S.A. § 313(a)(1)** to discuss a contract.

**Other Business**

**Adjourn**



JOHNSON VILLAGE TRUSTEE BOARD MEETING MINUTES  
JOHNSON MUNICIPAL BUILDING  
MONDAY, MAY 8, 2023

**Present:**

Trustees: GiGi Beach, Steve Hatfield, Lynda Hill, BJ Putvain, Ken Tourangeau

Others: Erik Bailey, Rosemary Audibert, Dan Copp, Roger Demar, Diane Lehouiller, Kyle Nuse

**Note: All votes taken are unanimous unless otherwise noted.**

**1. Call to Order**

Ken called the meeting to order at 6:00.

**2. Review of Agenda and Any Adjustments, Changes, Additions**

A request for a sewer bill adjustment and a request to paint the old mill house were added to the agenda.

**3. Request for Sewer Bill Adjustment**

Roger Demar said an outside spigot wasn't shut off and it froze during a cold snap, causing a water leak. The water did not go in the sewer. Ken asked if he has made repairs. Roger said yes, he did away with the outside spigot. Erik said Roger paid a sewer bill of \$954.91. The 3-month average of his sewer bills is \$46.78. Three times that is \$140.33. He is asking the board to refund him \$814.58. Erik supports that. **BJ moved to refund Roger Demar \$814.58 on his sewer bill, Steve seconded and the motion was passed.** Board members asked Roger if he preferred receiving a check or credit and he said a check.

**4. Review and Approve Minutes of Trustee Meetings**

**Lynda moved to approve the minutes of April 10, 2023, Steve seconded and the motion was passed.**

**5. Treasurer's Report / Review and Approve Bills and Warrants / Budget Status / Action Items**

The board reviewed the budget status report. Rosemary said we received \$8K or \$9K in insurance payments for damage done to the cold storage building due to raccoons and water damage caused by the raccoon damage.

Rosemary said electric sales through the end of April were 36% of budget and costs through the end of March were 23% of budget. Water sales for the first 4 months of the year were 35% of budget.

BJ asked why general department benefits are already 46% of budget. Rosemary said that is for extra time employees put in during winter. It will come down in the summer.

Sewer assessments for the first 4 months totaled 33% of budget.

**BJ moved to authorize Ken to sign authorization for the new account at Community Bank that will be used for ARPA funds.** GiGi asked what the interest rate is. Rosemary said it starts at 3.25%. **Steve seconded.** Rosemary said if we need the money we can get it. We can make up to six withdrawals per month. She is putting \$400,000 in this account and leaving the rest in the Union Bank account.



Erik said there is a meeting tomorrow with Katie Buckley from VLCT to learn about the best legal way to use ARPA funds for operations expenses.

**6. Village Manager Report and Action Items**

Erik was designated as a member of the Expert panel for the VTC Energy Efficiency & Renewable Energy Capstone project presentation in Randolph. The panel fielded questions about the project and the future use of students to do such work. Other members of the panel included the class professor, the Lieutenant Governor, the Secretary of State, the Asst. Secretary of Labor, and the State Energy Program Manager from BGS. That energy program manager is very interested in our project and is the selection authority for the MERP \$500K grant we are pursuing. He also said the ASHRAE Level 1 energy audit done by the students can be used as the one needed for MERP Grant funding and that this will push us to the front of the line.

The Congressionally Directed Spending request to Senator Welch submitted by Erik and Tori Hellwig of LCPC was selected by Senator Welch as one of the 22 out of over 150 applications that he is choosing to fund. It will fund 75% of project costs up to a maximum award of \$824,000.00. While Senator Welch has selected it, it still must make its way through the congressional budget process. It will require over \$200K of ARPA money for a match. If we use all the ARPA money, the BGS grant and this, we will have \$1.7 million. Erik thinks LCPC's initial estimate of project costs was low. We may or may not end up using the full \$1.7 million. (*Diane Lehouiller arrived 6:17.*)

Due to the recent presence of hypodermic needles near the Cold Spring as well as ongoing dumping of illicit household trash bags in our trash can, Erik had 2 security cameras installed covering those areas. No needles have been seen since, and the trash volume has reduced significantly. A local business has offered to donate 10 needle deposit stations for the village if we will use them. Other local businesspeople have some concerns about the stations due to appearances. (*Kyle Nuse arrived at 6:18.*) Erik will talk to Nate and the sheriff's dept about where they are finding needles and try to determine whether there are locations in the village where deposit stations would be useful and not too obvious.

Ken said he thinks 2 to 3 locations would be adequate. He doesn't want to see too many in town and he thinks we should get opinions from the public on locations. The board agreed that Erik can choose appropriate locations.

Green Mountain Media Blasting and The Little Curio Shoppe sponsored 3 beautiful flowerpots outside of the Village office entrance. Erik thanked them for their community spirit.

**7. Water/Wastewater Report and Action Items**

Dan gave his report:

Operational Status of Wastewater Plant and Callouts

- E-DMR and Wr-43 were submitted to the state
- Troubleshoot low water pressure issues at the belt press. Found an abandoned process water filter system that was still plumbed in and plugged solid. Took it apart and cleaned the screens and it cured the problem



- Pumped down the process water tank in the effluent room to inspect. There is a thick layer of sludge in the bottom that will need to be pumped out at some point.
- Received and replaced the sludge grinder for the press that we had ordered 4 months ago.
- We installed the new repaired belt on the belt press that we received back from the manufacturer.
- Raked and cleaned up winter yard debris
- Received quotes from Gould Electrical, County Plumbing and Woodys for the electrical efficiency upgrades at the plant.
- Gave a plant tour to GiGi and Lynda
- Pulled the main drive motor on the belt press and took to Farrell Electrical as it has been tripping out overheating.
- Fire extinguishers were serviced and certified

#### Operational status of Water Plant and Callouts

- Monthly reports were submitted to the state.
- Coliform samples were negative
- Cleaned inside of the water plant
- Rotated pumps at Katy Win Booster stations
- Water loss for April was 23%

Ken asked if we should we have backup for the belt press drive motor. Dan said he doesn't think there is a need for one because we can get a new one pretty easily within a week.

Erik said we will be able to sign up for a state grant funded program that pays for a contractor to come out with special equipment and work with our crew to listen for water leaks. With the same grant we are signing up for a contractor to do valve exercising and inventory.

BJ said we had discussed before possibly getting grant funding to map out our infrastructure. Have we gotten anywhere with that? Erik said not yet. He has been watching for that money to show up. On the electrical side we are moving on this through VPPSA.

GiGi asked, since it appears it is not possible to get money to put the humming transformers at the wastewater plant on the other side of the wall, is there a way to insulate from the front to cut down on the noise? Dan said an electrician advised not doing that as it would create a heat issue and make the noise louder.

Ken said he heard all the cupola windows were opened. Dan said yes. Ken asked if that helped any. Dan said minimally. Condensation is more of an issue in winter. GiGi asked if having students from the tech center work on the cupola is an option. Ken said he doesn't think our insurance would cover that. The school's may, but that is a pretty dangerous area. Lynda asked if we could put fans up there. Dan said we probably could but they would have to be big fans. It is a big area. He noted that having a roof there would not meet code nowadays. *(Dan left at 6:31.)*





**8. *Electric/General Report and Action Items***

Erik read the report submitted by Nate Brigham:

Electric Dept.

Hyde Park mutual aid 7.5 hrs this month.

Right way cutting

467 Clay Hill Rd did a service change out. Went from 1 meter to 4 meters.

Installed two services for 144/150 River Road West.

140 Hoag Rd voltage issues. Looked at recording couldn't find any Issues

Took 16 meters to Morrisville W&L for testing

Completed monthly meter reading, high/low checks, substation check, and dig safes

Water and Sewer-

Turned on water to the Masonic Temple and the Lamoille view Cemetery

Nate continued going to class for water distribution

General Dept.

Started sidewalk/street sweeping

Painted and put away winter equipment

Cleaned up/ raked lawns at Village Green and Municipal Building

Installed cameras at Cold spring due to the finding of needles

Fixed flag pole at Village Green

Safety

Safety meeting with NEPPA on April 12<sup>th</sup> was on Lock out/ tagout and switching and tagging

BJ asked what is wrong with the flagpole. Erik said it is not actually a flagpole. It is homemade. We may have to consider upgrading it. Ken said he and Erik have talked about putting up a real pole. There has also been a suggestion to put up three poles so we could fly the American flag and the state flag along with community flags.

**9. *Fire Department Report and Action Items***

Erik read the report submitted by Arjay West:



Johnson Fire Department Report  
*Mar. 29-Apr. 27, 2023*

JFD responded to 15 calls. 11 calls occurred during the daytime (6 am - 6 pm) 4 calls occurred during the nighttime (6 pm - 6 am) The average duration was: 67 minutes

Nature:

Those calls were: 2 - structure fires, 2 - wildland fires, 1- debris fire, 2 - automatic alarms, 1- vehicle crash, 1- odor investigation, 5 - medical assists, and 1- mutual aid (water rescue)

Staff:

The average number of firefighters that responded was: 12  
Total hours of service was: 219

Other:

We have three firefighters that have registered for an electric vehicles training class coming up in June at the North Country Fire School in Alburg.

The FCC radio license for the tower repeater was issued on April 19. The next step for the repeater project will be to order radio equipment. We are confirming product availability and lead time to make this decision.

Ken said the board is appreciative of the fire department getting the repeater. Arjay is thinking of offering use of it to NEMS. There may be a small fee.

**10. Beautification Committee Flower Planting Project**

Kyle Nuse said the Beautification Committee is hoping to do a collaborative project with the Laraway School to build a two-tiered planter around the welcome sign at the Cold Spring. Laraway is willing to donate time to build the planter with students. She would like to use the \$500 in beautification funds in the budget to pay for materials, soil and flowers. The drawing Laraway came up with was included in the meeting packet. She estimates costs of \$250 to \$300 for materials for the planter, which will be made of wood, \$25 for soil and \$150 to \$175 for flowers.

Erik suggested that if the wood is not pressure treated hemlock or cedar should be used. Kyle said she will pass on that recommendation.

BJ said he knows the Beautification Committee is having a hard time finding manpower for weeding. This will add to the work. Will there be enough manpower to take care of it so it does not get overgrown? Kyle said the Beautification Committee has reprioritized their time. Last spring, summer and fall they put a lot of time into the Cold Spring, which was really overgrown. Because they have already put so much time and energy into that and have seen direct impact, with many people happy about the appearance and many people sitting there, they want to continue to dedicate time to that space. They will be maintaining it.



GiGi suggested a lumber yard in Fletcher that probably would have better and cheaper wood than a larger establishment. She can give the name to Erik. Since flowers are so expensive she would rather see perennials or vegetables planted in the planter. She has a real problem with taxpayer money paying for flowers. She thinks local businesses should be participating in beautification. In Cambridge local businesses can sponsor a flower pot for \$60 for a summer.

Kyle said the area is shaded for much of the day so they will plant things that can grow in part shade. GiGi said she can contribute some hosta. Kyle said they want punchy colors because it is a somewhat dark area. They do use a lot of perennials and they ask for donations for the flower boxes. GiGi said Costco has shade flowers that would cost a lot less than \$150 to \$175. Kyle said the committee will try to be as thrifty as they can. If they can buy flowers for less they will. But members all work and may not be able to drive to Costco. GiGi said she would be willing to go.

Ken said he thinks the estimated cost for flowers is awfully expensive. If this expenditure is approved he would ask that the Beautification Committee be very frugal with the amount spent for flowers and look for donations first. All receipts should be given to Erik as soon as there is an expenditure.

**Lynda moved to allow the Beautification Committee to spend up to \$500 on materials and plants needed for a flower planter. Steve seconded and the motion was passed.**

**11. *Appoint Diane Lehouiller as Village Project Manager for Powerhouse Grant Project***

Ken said he suggested that Diane talk to the board about being liaison for the proposed project near the covered bridge since she started the project. If she did this she would check with Erik and the chair and vice chair before giving the go ahead to anything.

Diane said Melanie Riddle told her not to apply for the Spark Grant until the site was accepted. The engineering firm that demolished the powerhouse, KAS, is meeting with the Vermont DEC tomorrow at 11:00. Diane will attend and she invited Erik if he can make it. They are going to decide what we need to do with this site.

**Lynda moved and Steve seconded to appoint Diane Lehouiller the liaison for the powerhouse bridge project. Ken said he would appreciate it if Diane would copy him on emails she sends related to the project. The motion was passed. (Diane and Kyle left at 6:54.)**

**12. *Discuss VTrans Bike and Ped Scoping for Sidewalk Extension to Wescom Road***

Erik said a sidewalk to Jolley is high on a long list of things the village would like to do. The key to getting VTrans construction money is doing a scoping study, which can cost \$30-60K. There is an 80% grant that LCPC is prepared to help us apply for. We need a letter of commitment to the project in order for them to accept the application. We would have to pay \$6-12K for our match. Maybe that could come from ARPA funds or from the sidewalk reserve fund. Rosemary said we have about \$47K in the sidewalk reserve fund. Erik said this would be a full engineering study that would give us cost estimates.

Steve said he thinks next to the village garage renovations this was maybe second on our priority list. Ken said sidewalk repairs was second. Lynda said the School Street sidewalk is



badly in need of repairs. Ken agreed. His concern is how we classify which sidewalks are good or in need of repair. Did we ever have a plan for sidewalks? Rosemary said she thought Troy Dolan rated them all at some point. Lynda said she thinks we need a plan. She doesn't know if it is more cost efficient to do them all at once or to do a section each year.

BJ said he would like to move forward on the study of the sidewalk extension because of the fatalities we have had of people walking in the road.

Ken said he knows the study is a good idea but we have been told by the voters to stay within our budget. He is in favor as long as we can do that and use reserve funds or possibly ARPA funds. In his opinion the reserve fund would not be for adding sidewalk but for repairing existing sidewalk. He noted that there are new ways of leveling sidewalk, like foam injection.

BJ said to him one of our big jobs is to make sure people are safe. To him one person's life is worth this.

**Steve moved to sign the letter of commitment for a scoping study for a sidewalk extension to Wescom Road and to earmark up to \$12,000 of ARPA funds for the village match, Lynda seconded and the motion was passed.**

Steve suggested that if Troy did do a study maybe someone could try to find it. Erik said he will do that.

***13. Review VPPSA AMI Grant and AMI Contract, Authorize Chair to Sign Contract***

Erik said right now is a good time to submit an application for an AMI Grant. It provides 50% money for installation of Advanced Metering Infrastructure and we don't have to manage it because it is done through VPPSA. Automatic water meters are covered under the grant as well. Probably it will be a couple of years before the installation of the new meters is done.

GiGi asked if putting in these meters will increase rates. Erik said it will increase our cost some but not noticeably. GiGi asked if we are now planning on doing annual smaller rate increases. Erik said right now we are in the queue for a rate case with the Public Utility Commission for electric rates. Afterwards we will do smaller rate increases to keep up. He believes water and sewer rate increases are a necessity. In this past budget he kept water and sewer rate increases from being over 10% to reduce the impact. He is already planning on a 3.5% increase for water rates for next year. He noted that as long as electric rate increases stay within 2% we no longer need a rate study.

**Lynda moved to authorize Ken to sign the Agreement for Advanced Metering Infrastructure Project with VPPSA, BJ seconded and the motion was passed.**

***14. Review and Possibly Adjust Trustees' Rates of Compensation***

BJ said it has been a while since rates of compensation for trustees have been increased. He thinks they should go up by \$250 to \$1500 for the chair and \$1250 for the other board members. Erik said that is still below the rate of compensation for the selectboard.

Ken asked when the last time was that the trustees' rate went up. Rosemary said has been more than 10 years.





GiGi said she tries to be as fiscally responsible as she can be. She probably wouldn't support the increase except that she thinks it is important to recruit younger people and better compensation might be an incentive for them. Erik noted that there is one board member who turns their check in to the fire department. Steve said his main reason to support the increase would be what GiGi mentioned, that it might help younger people get involved.

**BJ moved to increase compensation for village trustee board members by \$250 to \$1500 for the chair and \$1250 for other board members, effective January 1, 2024 and the motion was seconded and passed.**

***15. Discuss/Act On Updated Village Green Food Truck Permit Application and Fees***

The board reviewed the updated Village Green Food Truck Requirements and Application prepared by Erik. Lynda asked if anyone has applied yet. Erik said Waffle Wagon gave us an application last fall. BJ said he thinks they are actually planning to go somewhere else now.

Steve said until it is established that Jenna's Coffee House is doing well he doesn't want to do anything that would jeopardize them. He feels it would be all right to allow a food truck on the village green that does not conflict with their business because it has different hours or has nothing that is like what they sell but he would be opposed to anything like coffee. GiGi said she would disagree. People who would stop at a coffee place on the green would not be the same people who are stopping at Jenna's Coffee House; they would be people who are driving through. Steve said he has seen a lot of people walk out of Jenna's with coffee to go. Ken said he had the same concerns as Steve about competition. In his opinion anyone who opens a brick and mortar restaurant should not have competition because they are paying taxes, but he agrees with allowing vendors who are open after the brick and mortar stores close.

Erik said he changed the fee to \$18 per day. The hours were 6:00 a.m. to 4:00 p.m. daily and he changed them from 6:00 a.m. to 4:00 p.m. Wednesday through Sunday and 6:00 a.m. to 8:00 p.m. Monday and Tuesday because nothing else is open then.

Lynda said she was part of a conversation among community members about a restaurant possibly coming to the old Plum & Main location. People talked about concerns with competition with existing restaurants and the consensus was that business owners want more restaurants. They feel that is good for business.

Erik said the application now says no food truck may offer a majority of products significantly similar to those offered by any local village restaurant open during the same hours. GiGi asked, how about Maplefields? Others said that is not a restaurant. Erik said it is not something we need to protect from food trucks.

GiGi said someone had mentioned that parking was an issue. Erik said the application says the food truck must be parked so as to maintain access to all village parking spaces.

Ken asked if it still says there are no generators allowed. Erik said yes.



**Steve moved to approve the updated Village Green Food Truck Requirements and Application as written, GiGi seconded and the motion was passed.**

***16. Review and Approve Updated Village Accounts Receivable Clerk Job Description***

Erik said the Village Accounts Receivable Clerk job description was updated but was accidentally not included with the other updated job descriptions last month so it still needs to be approved. This is Marla's job. He updated some job titles referenced and changed the chain of command. She was previously reporting to everyone and now she is reporting to Erik with guidance from Rosemary.

GiGi asked if Marla has the skills to manage the village/ town website, which is one of the items included in the job description. Erik said she has been doing it as it is built now. At some point it needs to be rebuilt. We have a contractor that handles big things but she is able to do things like making sure minutes are posted. What she does is more like updating than managing. Marla works 20% of her time for the town and they reimburse us for that. This job description includes the work she does for the town.

**BJ moved and Lynda seconded to approve the Village Accounts Receivable Clerk job description.** Lynda asked if the other office job descriptions got updated as well. Erik said Lydia works for the town and Susan works for Rosemary so he can't do those job descriptions. Rosemary said when Lydia was hired the job description for her job was new. **The motion was passed.**

***17. Discuss/Possibly Approve Johnson Emergency Management Coordinator Appointment***

Erik said he has talked to Eric Osgood and Eben Patch about this. He has extensive FEMA ICS training and he feels it makes sense for him to be Emergency Management Coordinator.

GiGi asked if it will cost us more. Erik said no. It is just an extra responsibility for him. Steve said his concern is that Erik does not live here. He would love to see him doing the job but he thinks we should find someone who lives in the village. Erik said if there is a situation where he needs to be in the village he can put a cot at the firehouse. We can have two Emergency Management Coordinators. Ken said in the past the second one has been a board member. He suggested that Steve could do it. Steve agreed.

**BJ moved to appoint Erik and Steve as emergency management coordinators, Lynda seconded and the motion was passed.**

***18. Request to Paint Old Mill House***

GiGi said she has been on a mission to paint the old mill house. She has volunteers willing to help. She believes that Brian Story said as long as there was a small group of volunteers they would be covered by insurance. She will figure out how to get paint. In February the selectboard told her she had to wait until a joint meeting of the trustees and selectboard to get permission but this item is off the agenda for the next joint meeting. Beth Foy said, "If you can get that done, good for you." She took that as permission. She is asking if the trustees will give her permission to paint the mill house. She has permission from the Department of Health. Apparently the building was illegally power washed in the '90s. She was told that as long as there is no scraping it is fine to paint it. She spoke with Dean West of the Historical Society, who said his recollection is that the house used to be white with green trim. The green trim would match the welcome center for the rail trail. She thinks it would be a boost for the village to improve the look of the house.



Lynda asked about priming and prepping. GiGi said she would do no prep, just painting. Lynda suggested solid stain instead of paint. GiGi said she thinks that would chip. She said at this point she would go with whatever is the most cost effective. She thinks it will take three coats of paint. Lynda suggested that the first coat should be primer.

Ken said since the village is not paying for it he does not think a motion is necessary, just consent from the board. Board members agreed that GiGi can paint the mill house. Ken asked her to make sure she gets permission from the selectboard.

**19. *Executive Session to Discuss Attorney Correspondence***

**BJ moved to enter executive session as permitted by 1 VSA 313(a)(1) to discuss correspondence from the village's attorney, Steve seconded and the motion was passed at 7:42.**

**BJ moved to leave executive session at 8:46, GiGi seconded and the motion was passed.**

**20. *Adjourn***

**BJ moved to adjourn, Steve seconded, the motion was passed and the meeting was adjourned at 8:47.**

*Minutes submitted by Donna Griffiths*



JOHNSON SELECTBOARD/VILLAGE TRUSTEE BOARD MEETING MINUTES  
JOHNSON MUNICIPAL BUILDING  
WEDNESDAY, MAY 10, 2023

**Present:**

Selectboard Members: Beth Foy, Duncan Hastings, Eben Patch, Shayne Spence, Mark Woodward

Village Trustees: GiGi Beach, Steve Hatfield, Lynda Hill, BJ Putvain, Ken Tourangeau

Others: Brian Story, Erik Bailey, Rosemary Audibert, Eric Osgood, one other person

**Note: All votes taken are unanimous unless otherwise noted.**

**1. Call to Order / Review of Agenda and Any Adjustments, Changes and Additions**

Ken called the trustees to order at 4:00. Beth called the selectboard to order at 4:00.

**2. Public Comment**

No members of the public were present.

**3. Discussion on Village Garage Improvement Project / Jointly Owned Property MOU / Funding Applications for Individually Managed Properties**

Erik said one concern he heard was whether the town and village could be counted as separate entities for MERP grant funding or whether if the village got the funding the town would be unable to use it. He asked the manager of the fund, who clarified that the village gets \$500,000 and the town gets \$500,000. *(A member of the public arrived at 4:02.)* Beth asked, regardless of the fact that the town and village are joint owners of a specific building? Erik said yes. Buildings and General Services wants to get the money out. As far as they are concerned we are separate.

Shayne asked if Erik got a sense of whether they will see one entity from Johnson already getting grant funds and be less likely to give to the other Johnson entity. Erik said no; this is a one-time shot and they have a lot of money. *(Eric Osgood arrived at 4:03.)* Erik read from the email he got stating that the town and village are both eligible. Shayne said he understands that we are both eligible but he is wondering when the decision is made about funding if it will affect us that the village has already gotten grant funds. Erik said other towns and villages in those towns are being treated as separate from each other for this funding. GiGi said she has been to a lot of those meetings. Five hundred thousand is the maximum that can be requested. Not all places will be asking for that much. Erik said we don't have to put it all toward one project.

Beth asked if we can apply for a grant more than once. Erik said we choose which buildings we want to have assessed, they do an assessment of those buildings and then we decide which ones to apply grant funds to. They suggest assessing one or two buildings each. We can assess more buildings and then decide which ones to work on. Beth said the selectboard also thought that, but when the board asked questions to Tori Hellwig, Tori said a municipality is guaranteed to have a single building assessed, but not multiple buildings, so we should prioritize.

Erik said the village doesn't need an assessment through BGS because the assessment that was done by VTC students was considered sufficient.

Mark asked if the village is thinking of putting solar on the garage. Erik said they are thinking about putting it on the roof over the diesel tank and also adding a bank in the same place the town has a bank, on Gould Hill. That was a suggestion from the VTC students.





Ken said he instructed Erik to give the selectboard a monthly update on the garage project from now on. He would appreciate it if from this point forward the selectboard could contact the trustees for questions rather than involving LCPC. Nothing at the meeting Duncan was involved in shed new light beyond what had been discussed at trustee meetings.

Beth said the grant aspect of the project was surprising to the selectboard. The point was not to go against what the village was doing, but the selectboard wanted to make sure liability for each entity was understood. They did not want to put the town in a poor position. They also did not know if there was anything that would prevent the village from moving forward if the town did not sign off on documents.

Ken said his understanding is that the village will easily be able to do a Phase 1 brownfield assessment because that would be confined to the footprint of the village garage. If it came to a Phase 2 assessment they would ask the town to sign on.

Duncan said he was asked to attend the meeting with LCPC. Ken said he felt the way Duncan spoke at that meeting was disrespectful.

Lynda suggested that the selectboard and the trustee board could meet jointly every other month. She feels that would look good to the community. The community is wondering why we are not moving forward on a merger.

Eben asked about plans to use BGS grant funds to put solar panels outside the footprint of the village garage. Erik said that may or may not be done with that grant. It may be done with other funding. They would not be digging in the ground, just putting panels on an existing roof. Eben said he is not saying the village should not do it, just that the village and town should discuss it. Beth said the selectboard will always have questions about anything that could put the town at liability. Erik said the village has qualified staff who can double check the experts putting in the solar panels.

Erik said another question he heard was about what the MOU says with regard to the village doing improvements. There was a question about a disagreement in wording between the definition of maintenance and the statement of agreement. He sent the question to the village's lawyer, who agreed that the more specific wording carries. The definition of maintenance and improvement as activities that don't alter use or reduce value makes the word "change" in the statement of agreement mean "reduction." He created an updated version of the MOU that just changes the "change in value" in the statement of agreement to "reduction in value," which he feels is in line with the intent, if the boards want to approve that update.

Ken said at the joint meeting when the MOU was passed, Beth and Eben said the village would only need to inform the town about an increase in value for insurance purposes. They would have informed the town about that.

Eben said he doesn't necessarily agree with the village lawyer's take. The brownfield issue concerns him but he doesn't want to hold up the work the village is doing. He is not interested in changing the MOU now. There are plenty of other contradictions in it. Duncan agreed. He is not sure that an MOU trumps ownership of property with regard to assignment of liability. The attorney's opinion does not really address that. He thinks the selectboard should get an opinion on



that. Mark said he doesn't think we should change the MOU tonight. Shayne said he likes the clarification but he agrees with Eben that there are probably other things we could look at in the MOU. Eben said if we are going to spend time on revising the MOU he thinks we would have to rewrite the whole thing. Maybe the selectboard could see if our attorney thinks the MOU trumps ownership with regard to liability. Beth said she supports that.

Duncan asked if there is interest in physically separating ownership. Erik said he thinks subdivision would be the simplest solution. Eben said if there is a subdivision and part of the property is sold to the electric department then there would be a transition of ownership, which could make brownfields funds available. Duncan said that could possibly be the case.

BJ said he thinks it might be a good idea to change these few words as suggested by Erik because there is a major conflict that has already become an issue. We could at least make those two items match and not conflict. Steve agreed. Lynda said she doesn't want to get stuck and not be able to move forward with the village project. Does not changing those words stop us from moving forward? Beth said no, because the selectboard already supports the project.

Duncan said one possibility is for the town to sign onto the applications for brownfields funding, congressionally directed funding or the MERP grant as co-owner. Ken said the village has already moved forward with the grants. Duncan asked, what if Welch's office asks the village to certify that it is the proper owner of the project? Ken said the village will take that as it comes. Erik said he would prefer not to throw a wrench in the works until something comes up.

GiGi said she was wondering how the MOU was created. She agrees that the wording probably should be changed. Ken said it was not written by the trustee board. It was presented to the trustee board by the town. Brian said that is not correct. It was created on behalf of the trustees by Meredith Dolan and was presented first by the trustees.

Eben suggested it might be safer for the village to be proactive and find out now whether it is necessary for a representative of the town to sign rather than being reactive and waiting until it becomes an issue.

Lynda asked, when we applied did we say the building was jointly owned? Erik said it wasn't a question on the application. GiGi said the village applied with its own EIN. The town also can apply with its own EIN. Her understanding is that if town and village applied jointly they could only apply once. Erik said that would be the case with the MERP grant.

Ken said Erik will get clarification on whether the town needs to sign on for the grant. The village would be happy if the town would sign on for brownfields funding. They will get clarification from Senator Welch's office on whether a town signature is needed for that funding. Would the selectboard allow the chair to sign if needed?

Beth said the selectboard would be interested in writing a letter of support and signing anything that requires ownership verification. She feels there is a difference between applying for a grant and showing that we support the application as a property owner.



Ken asked if the selectboard is willing to sign on for the Phase 1 brownfield study. Eben said he is supportive of it but he would like to get clarification on the liability question because the town is half owner.

Erik said he thinks we should look into Duncan's idea to make it very simple – split the property off and have the town garage belong to the town and the village garage belong to the village. Maybe selling the village garage property to the electric department would reduce liability to the town and open up brownfields funding.

Eben asked, if the town sells property it needs to go to a vote, right? He doesn't know if the same is true for the village. Erik said he is not saying the board should agree tonight to do it. He thinks it is something to look into.

GiGi said her concern is the health of the employees. She would consider that a greater potential liability than what has been talked about. Eben said he doesn't know any selectboard member that doesn't care about the health of employees. Duncan said he thinks GiGi's point is that if an employee contracted something and sued they would sue the property owner and the town would have liability as much as the village.

Eric Osgood said the town and village voters had to agree to purchase the property and he thinks they would have to agree on splitting it. Duncan said he thinks we would need to provide public notification of our intent to sell the land and then voters could petition for a meeting to prevent the sale or have a discussion on it.

Ken said the village is looking for the selectboard to sign on to Phase 1 and phase 2 brownfield studies.

**Eben moved to authorize the selectboard chair to sign documents necessary for a Phase 1 brownfield study at the village garage site; Shayne seconded and the motion was passed.**

Eben said if the village has a projection of when the Phase 2 is going to happen the selectboard can discuss it. Erik said if there is anything significant he will send out information to both boards.

BJ asked if there is interest in separating off any properties other than the garages. Shayne said we are talking about going in the opposite direction of a merger. A lot of this would be easier to deal with if Johnson was a merged entity. Erik said that will take a minimum of 3 to 5 years. Shayne said we are talking about splitting out properties and that is going in the opposite direction of merging. BJ said if town and village merge both town and village will be giving up the property they own now. One is not blending into the other. So it doesn't matter if we split out part of the property now. This is just short-term management.

#### **4. Discussion of Maintenance Projects in the Town Clerk's Office Building**

Beth said she thinks it is worth talking about whether to pursue some maintenance updates inside and outside the municipal building. Erik said last fall we agreed we should get a blended crew together to power wash the building. Eben said he is supportive of that. Mark said he is frustrated with the quality of internet access in this building. He thinks we ought to ramp that up. Beth brought up cracking issues. Rosemary said the tower needs to be finished. Brian said it was partially re-sided and then COVID came and we haven't returned to that work. He believes the contractor we were using has passed away. Eben suggested HVAC updates. Duncan and Rosemary



suggested carpet replacement. Duncan said the floor needs to be sanded and inside walls need to be painted. Mark asked if the lights are energy efficient. Erik said some are. Eben said he thinks all of them need to be updated. Eben said eventually the roof and parking lot will need replacement. Parking lot work will probably be complicated because he believes the village owns the entrance and the exit. Brian and Erik agreed that the carpet could use replacement. Brian said cleaning would be nice and replacement would be better. Eben said network infrastructure probably needs to be replaced. He also suggested we might want a sprinkler system. Rosemary said at one time the distribution system was not able to handle a sprinkler system. Duncan said he thinks now it could.

Beth asked if the trustees would be interested in reaching out to a contractor to do an assessment of all building needs inside and out. Perhaps HVAC, a sprinkler system and the network would be evaluated separately. We could get estimates and make decisions on what we want to proceed with and look for grant opportunities.

Eben asked if the trustees have money to spend on the municipal building. Ken said nothing was budgeted for this year. But that doesn't mean the village doesn't have money. He thinks the best thing would be to get a contractor to give us a priority list. The village has a small amount of money but all funds are going to be dedicated to the garage this year.

Eben suggested tackling a small project initially to start moving forward. If the selectboard tries to get some MERP money for this building, do the trustees give permission for the selectboard to do whatever it decides on?

Ken said the village crew can handle power washing the building whether or not the town crew is available to help. The selectboard can do a different project with town money. He thinks repair of sheetrock and cracks and possibly painting could happen this year.

Erik said he understands from Nate that the first priority would be the tower because there is water damage.

**BJ moved that the village agrees to anything the selectboard does to improve the municipal building that does not use village money. The motion was seconded.** GiGi said she would do interior painting at cost. **The motion was passed.**

Ken said the village is willing to be a partner as long as they can find funding.

5. ***Status of River Road East***

Eben said the village's attorney suggests that the village and town should see if they can find common ground. Is the village interested in that?

Ken said if the town wants to install catch basins the village will take them over. The existing catch basins are not catch basins, they are rims in the ground. Eben said not the one that was replaced after it failed. After one failed the trustee board and selectboard asked their foremen to survey the area and they created a map showing three other potentially problematic catch basins. Erik said there are no new catch basins. Eben asked, just the culvert was replaced? Erik and Ken said yes. Ken said after the town finished work there was standing water in the rim with no water exiting. Eben asked if that is in the highway right of way. Ken said according to the village foreman it is on Manchester property and a right of way big enough to access it would go through Manchester's office.





Ken said there has been a long-standing agreement that if a structure went from DI to open it was the town's responsibility and if it went from DI to DI it was the village's responsibility. Eric Osgood said that long-standing agreement was pretty black and white. If something went from daylight to daylight, like a culvert, it was the town's responsibility. If it was a storm drain it was the village's responsibility. But there are a lot of gray areas in the community – culverts going into storm drain systems, storm drains coming out of culverts – and in the gray situations in the past the village and town crews would work together. What is on the Manchester property is a gray area. It was not installed by the town or village. It was a cluster of rims put together. Where the miscommunication might be is that the failed one was the one between the Manchester office and the sawmill, where there is a little parking lot. The town installed a new catch basin there with a culvert underneath. He is not sure if the Manchesters have hooked it up to their piping. There is a rim in the first parking lot between the old Parker and Stearns building and Manchester. The second one is the one that failed and was replaced. The third is in the parking lot of Manchester just beyond the sawmill and the fourth is further down the road. It may or may not be in the village. Ken said the last two are not in the village. Eric said he believes the third is right on the line and we probably would have to survey to find out. Ken said according to the map downstairs it is not in the village.

Eben asked, if historically the two road crews would work together, how was funding split? Ken asked how it would have been determined whether it was the responsibility of either party if neither the town nor the village installed it. Eric Osgood said the two foremen would look at the situation and determine that it was the responsibility of one or the other or that they were going to work together because they couldn't figure it out. In situations like this, what has to be done is what the selectboard and trustees are doing now. If the town and village can't come to some agreement the only other recourse is going to Superior Court.

Erik Bailey said he has heard that a developer is interested in trying to put housing on the Manchester property. That developer will have to have sewer expanded down that road at their expense. Could dealing with the drainage structures be a condition of that project? Duncan said he would have a hard time believing sewer line extension could be conditioned on fixing existing drainage. Ken said it would be easier to fix the drainage at the time the sewer line was being extended.

Eric Osgood said in the past if there was a gray area the town and village would split the cost, but the cost usually wasn't significant. Erik Bailey suggested that the town and village could each try to get grant funds to help with the cost.

Duncan asked, didn't see C.J. Manchester agree that he would put in a catch basin and culvert? Eben said he purchased a catch basin and culvert from the town and put them on his property. He doesn't think that is any of the catch basins being discussed tonight.

Eben suggested that the village should reimburse half the money for the catch basin that was replaced and that the rest should be discussed at the next joint meeting.

BJ said he likes the idea of looking for grant money as Erik suggested.



Ken said we need to start by touching base with the Manchesters to see if they are willing to give us a right of way to install new structures.

Eben said he is just talking about the expense for the emergency replacement the town already did to get the road opened back up.

Duncan said the water currently discharges into the river. If the Manchesters are not willing to negotiate an easement, the town has the option of digging a ditch instead. Erik said that would be the most cost effective

Eben said he is not saying that the village needs to cut a check tomorrow. The cost could be put in next year's budget.

Erik said this brings up a larger question. When the town and village share costs 50/50, when you consider that village residents are also paying town taxes the split really comes out to be more like 63/37. Beth said the town gives the village money though. Eben said the 10 cents on the grand list the town gives the village is about \$61,000.

Ken said the trustees will discuss this at their next meeting and get back to the selectboard.

Mark and Beth said they support what Eben suggested. Eben said the town did 100% of the work for the catch basin replacement. The total cost was a little over \$20,000. If this went to the Supreme Court he thinks it would be a worse deal for the trustees. The village could end up owning all the culverts in the village.

Ken said his only concern is that he hates to contribute to the repair and still not have a right of way for future repairs. Eben said if the village wants future ownership he would be willing to waive the fee for the highway right of way access permit.

BJ asked what the costs are for the different options – fixing the catch basins, putting in a ditch or filling the existing structures with concrete. Eben said he thinks that is a good thing to talk about at the next meeting. He doesn't know.

Steve asked, shouldn't someone approach the Manchesters? We could find out if they are thinking of selling the property and we could be talking to the person potentially interested in buying. Ken said his concern is that the town sold the Manchesters the materials to do the work and there is still no right of way for either party. Beth suggested inviting CJ Manchester to the next joint meeting.

Eric Osgood said he recommends taking this up again and not kicking the can down the road. The structures were probably all installed about the same time and one has failed already.

Lynda said she is confused. Culverts and storm drains are the responsibility of the village. Are those storm drains we are talking about? Eric Osgood said it is a gray area.

Duncan said he thinks it may make sense to have Nate and Jason meet on the site. Maybe a couple of these drainage structures are not even necessary for the town or village. They may be more for Manchester's convenience.



Beth asked if Erik can invite CJ Manchester to the next joint meeting.

**6. *Setting Date for Next Joint Meeting***

The board agreed to schedule another joint meeting on June 14 at 6:00 p.m.

Ken said the trustees will come up with a list of potential topics at their next meeting. Eben said the town had previously submitted a list of potential topics. He would like River Road East to be on the agenda again.

Ken suggested that the trustees schedule a special meeting on May 24.

**7. *Adjourn***

The meeting was adjourned at 5:25.

*Minutes submitted by Donna Griffiths*

UNAPPROVED



JOHNSON VILLAGE TRUSTEE BOARD MEETING MINUTES  
JOHNSON MUNICIPAL BUILDING  
MONDAY, MAY 24, 2023

**Present:**

Trustees: GiGi Beach (remote), Steve Hatfield, Lynda Hill, BJ Putvain, Ken Tourangeau

Others: Erik Bailey

**Note: All votes taken are unanimous unless otherwise noted.**

**1. Call to Order**

Ken called the meeting to order at 6:05.

**2. Review of Agenda and Any Adjustments, Changes, Additions**

No changes to the agenda were needed.

**3. Member of the Public**

No members of the public were present.

**4. Briefing on Memorial Day Weekend Flag Schedule**

Erik said on Memorial Day weekend POW/MIA flags will be flown on the municipal building and village green flagpoles, temporarily replacing the fire department and Black Lives Matter flags. The fire chief agreed to this. An employee volunteered for comp time to lower the flags to half staff and then raise them on Memorial Day.

**5. Discuss Manchester SW Cost Sharing and Future Dealings with Private Conveyances**

Ken said the town asked the village to pay 50% of the cost of repairs already done to one of the catch basins on River Road that had been put in by the Manchesters. The total cost of the repair was almost \$21K, so our share would be slightly over \$10K. The village got legal advice that the catch basins are not the village's responsibility and the town got legal advice that they are. Eric Osgood brought up a good point – do the town and village want to spend money fighting this in court? Sharing the cost in this case might be the right thing to do, but it sets a precedent. There are two more catch basins that could fail. Do we want to spend money repairing all of them? There is no right of way to access them for repairs and no permit for the culverts to go underneath the road. Erik found a section in the town highway ordinance that says culverts and headwall culverts on private property, even in the town right of way, are the responsibility of the property owner to repair, but they must get written permission from the town to proceed with repairs. He doesn't understand why the village is being asked to pay for this. Erik said he forwarded the information about the town highway ordinance to the chairs and vice chairs of both the selectboard and the trustee board. It says the private property owner is responsible, not us.

Erik said he is about 70% done drafting a comprehensive and legally defendable stormwater ordinance for the village. He wants to have it ready for review at the June meeting.

Ken said the town wants us to help pay for repairs they have already done. Erik said they had to do the repairs right then because their road was collapsing. Ken said he thinks CJ and Alan Manchester may have paid for the catch basin materials.

Erik said for the other catch basins, the village's position could be that we should fill them with cement. Ken said his fear is that if we decide to pay half the cost of the first repair it will set a precedent and we will have to pay half the cost to repair the others. Erik said we could make it clear that we are paying half the cost just as good neighbors, not because it is our responsibility. Ken said we also don't want any failing infrastructure in the village.

Erik said he has heard a local developer is interesting in building housing on that property. Ken said we don't know when that will happen. Would we need to stipulate that the developer must fix the other two catch basins? We will have to extend the sewer line to the new development. BJ suggested we could tell the property owner that if it is up to us we will fill the structures with cement but if the owner has use for them they can provide material and our employees will replace them. Erik said they are draining private property. They are the property owner's responsibility.

Steve said he would prefer not to pay the town anything until we first approach the Manchesters. He doesn't think the taxpayers should pick up the tab. Ken said he thinks if we agree to pay half the repair cost for the first catch basin we should say that the other two should be filled with concrete and we will pay for half of that cost.

Steve suggested waiting to take action until Erik completes the draft stormwater ordinance and someone approaches the Manchesters. Ken said he thinks approaching the Manchesters would need to be a joint selectboard/trustee action. Erik suggested telling the town that we will split the cost if the town and village are not able to get the property owner to pay. Ken said at the joint meeting it was discussed that if we agreed to pay it wouldn't happen until next year anyway, and we would probably take two years to pay the full amount. He thinks Erik is on the right track with developing the ordinance. He said the board will take no action now. Erik will continue working on the ordinance and everyone can think about this. GiGi said she doesn't support spending village taxpayer money to help someone with their private property. Ken said it would be ratepayer money, not taxpayer money. GiGi said many of our ratepayers get disconnect notices every month. She is concerned about this cost when people are having trouble paying their bills.

Lynda asked if we are in agreement that we are willing to split the cost for the repairs already done. Ken said he is not sure we are willing. He can see where it might be the right thing to do. Lynda suggested maybe the town, the village and the Manchesters could each pay a third. Erik said the Manchesters will be invited to the next joint meeting. Ken said he knows the Manchesters have already paid something for materials. We will table this for now and discuss it again at the next joint meeting.

BJ asked if we are going to put in writing the longstanding handshake agreement about town vs. village stormwater responsibilities. Ken said he thinks that might need to be a separate memorandum of understanding.

**6. *Discuss, Possibly Act on Sidewalk Maintenance Priorities and Planning***

Erik said he updated Troy's sidewalk condition list. Pearl Street, which was redone, is now in the best condition. School Street is the worst. The others were redone recently and by and large they look good. Railroad Street has some isolated problem spots and so does Main



Street. One panel on Railroad Street that is messed up is around a telephone manhole across from the library. If we are going to redo that, it will need to be a combined effort with the telephone company. There is a half panel cracked on Clark Street that is probably not fixable because people are driving over it. Ripping it out and making it part of the street is probably the only solution. But it is not a hazard; it is just cracked. By the old Parker & Stearns buildings there is about 180 ft. that is blacktopped. The edges need a little maintenance. It is not pretty but it is not bad. That area would be difficult to work on because there is not much space between the road and the building.

Erik said he has talked to Nate about fixing the 5 panels on Main Street that have issues. He is going to have his crew do it this summer. Steve said there are some panels near the Lowe Lecture Hall and the Masonic Temple that are pitted. Erik said that is due to a poor mix and the effects of salt. Those are among the panels he identified for replacement.

Erik said there is a problem area on School Street across the street from the school. There is some curbing that was a bad pour in front of Legion Field but the sidewalk there is good. The rest has some new and some bad sections. There is one panel associated with a storm drain that is in bad condition but fixing it will be expensive because the storm drain runs underneath it.

Erik said there is sidewalk on only one side of Railroad Street. Maybe the School Street sidewalk on the side across from the school should be removed and there should just be one sidewalk. Lynda said parents dropping off kids park on both sides of the road and use sidewalk on both sides. Ken said he doesn't think we want to remove sidewalk. If anything, he thinks we want to expand sidewalk.

Ken said maybe we could look into getting a grant for School Street. Or maybe we should spread the work over multiple years. Erik said he thinks it would be a good idea to get grant money and do all the work at once. The crew has so much work to do that they can squeeze in repairs to 4 or 5 panels in a summer, but more than that would be hard.

Erik said his thought about Railroad Street is to leave it alone for now, other than the panel around the telephone manhole. Steve said he thinks the rest is acceptable.

GiGi asked if there is a reason we couldn't use something like sure-pack that would last longer. Other board members and Erik said it would get plowed off.

Lynda asked about the VTrans schedule for repaving Main Street. Erik said it is not happening this summer.

Steve said he thinks our sidewalks are actually in pretty good shape overall, except for some really bad spots.

Lynda asked if cracks should be filled to avoid further problems. Erik said concrete can't be crack filled like blacktop.

Steve said someday it would be nice to connect sidewalk to 100C. But if we do any new sidewalk he would rather see sidewalk to the trailer park or at least the gas station. Ken agreed that would be great. Erik said we will be using the scoping grant to move forward on that.

Ken asked if there is any update on the additional crosswalks we asked for. Erik said he was told it looks good for 2 out of the 3. We probably can get signs with lights for those. If the state doesn't want to pay for the signs we can say we will pay for them.

Steve asked if Erik could get bids for the highest priority sidewalk issues on School Street. Erik said we need to wait and talk to the Lamoille County Planning Commission and have them look for grant opportunities.

Lynda asked about painting crosswalks for now. Erik said the pavement has to be at least 80 degrees for that. Our crew will paint ours as soon as it is warm enough and the state will paint theirs.

7. *Adjourn*

**It was moved and seconded to adjourn, the motion was passed and the meeting was adjourned at 6:52.**

*Minutes submitted by Donna Griffiths*

## **Village Manager's Report June 12, 2023**

Our Electric dept. Rate Case with the PUC is currently being built with the help of Steve Farman of VPPSA. It should be filed by the end of the month.

The grant application for the sidewalk scoping study has been filed with VTRANS.

All crosswalks and municipal parking lots were re-stripped during that first week of summer temperatures.

Our crew power washed the Municipal Building last week. There was no reason to get help from the Town crew, as it is a 2-man job, and both workers had to be certified in bucket operations and rescue.

Diane Lehouillier has been working on options for the Powerhouse Brownfields site and has a promising possibility. The plan would be to sell the property to a non-profit for a menial amount and have them develop it into a park with canoe access. Having new ownership is the key to unlock significant brownfield remediation monies through the Vermont Brownfields Reuse and Environmental Liability Limitation Program (BRELLA) program. The Vermont River Conservancy has expressed initial interest in doing this with us, and Diane would like board consensus to further pursue this option. See attached email.

I received feedback on my crosswalk request for the VTRANS paving project. VTRANS will only add 1 of the 3 requested crossings during this project. That will be the one at the West side of RT 100C due to multiple challenges at the other 2 sites. They also are not currently supportive of installing signed with flashers (RRFBs). However, they will be converting all crossings to "gate posted" which means that signs and arrows will be posted back to back on both sides of the road, drawing more attention to the crosswalk. I asked about the possibilities of the Village upgrading the signs to RRFBs on our own dime if we chose to and haven't gotten an answer back yet.

The electric department received a Change In Appraisal from the Town on our poles and equipment located in the Town outside of Village (TOV). With very modest line extension, our appraised value went up 43% (see attached). I am working with the Listers on this, as well as checking with VPPSA to see if we are allowed to pass-through these charges to accounts in the taxed areas only.

Anne did a engineers 'Single Line Drawing' of the Village Substation in preparation for upcoming substation repairs. I included it in the packet as an example of the value-added service of having an electrical engineer on staff.



## Erik Bailey

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**From:** Diane Lehouiller <dianelehouiller@gmail.com>  
**Sent:** Thursday, June 8, 2023 1:46 PM  
**To:** Jeremy Roberts  
**Cc:** Salvador Morales; Erik Bailey  
**Subject:** Re: Power House Site Plan

Hi Jeremy,

I will be talking to Erik tomorrow. Let me catch you up on what I have found out. I have contacted VT River Conservancy to see if they would purchase the property. They said it would take a couple/few months to bring it up for discussion. (I think they are backlogged). They sounded very interested in purchasing it and, as a non-profit organization, that means they could benefit using BRELLA for remediation of the land.

Dexter Lefebvre, of Manosh Property Development, said they would be willing to work with the village in developing the property into a canoe/kayak access and a parking area. (Dexter is the person who led me to contact the Vt River Conservancy.)

I need to get this information to the Village Trustees on Monday for their permission to go the VT River Conservancy route. If they ok the plan, it will then become a park(the pictures I sent you) and having river access somewhere in that space.

I'll keep you posted. Thank you for reaching out to me.

Diane

Sent from my iPhone

On Jun 6, 2023, at 12:04 PM, Jeremy Roberts <JeremyR@kas-consulting.com> wrote:

Good Afternoon Diane –

I wanted to follow up with you on this to see how your meeting went with Erik? We are waiting to complete our evaluation of corrective action alternatives until we know the likely path for reuse/redevelopment.

Please let us know when you get a moment. Thanks!

**Jeremy Roberts, P.G.**  
**KAS, Inc.**

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**From:** Diane Lehouiller <dianelehouiller@gmail.com>  
**Sent:** Thursday, May 11, 2023 9:27 AM  
**To:** Jeremy Roberts <JeremyR@kas-consulting.com>  
**Subject:** Power House Site Plan

Hi Jeremy,

It was a good discussion on Tuesday!

Here is the conceptual plan for the Power House Site Kate Lalley and I came up with.

I am meeting with Erik Bailey on Monday to discuss how we want to move forward on this. I want to discuss another possible redevelopment plan that includes a developer.

I will get back to you after our meeting.

Thank you, Diane

<image001.jpg>

<image002.jpg>

<image003.jpg>

<image004.jpg>

Sent from my iPhone

**TOWN OF JOHNSON  
NOTICE TO TAXPAYERS AS OF 04/01/2023**

**Change in Appraisal of Real Estate**

**VILLAGE OF JOHNSON  
WATER & LIGHT DEPT  
PO BOX 383  
JOHNSON VT                      05656**

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|               |                 |             |
|---------------|-----------------|-------------|
| Parcel ID     | : 800-700-      | Location A: |
| SPAN          | : 336-104-11540 | Location B: |
| Total Acreage | : 0.00          | Location C: |

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|                            | Total Real<br>Value | Homestead<br>Value | House Site<br>Value |
|----------------------------|---------------------|--------------------|---------------------|
| Previous (last year) total | 710,600             |                    |                     |
| Current (this year) total  | 1,243,700           |                    |                     |
| Difference:                | 533,100             |                    |                     |

**Real Value Comments:            REPORTED VALUE CHANGE**

**For questions, please email [listeners@townofjohnson.com](mailto:listeners@townofjohnson.com)  
or call to schedule an appointment prior to June 20th at 2pm.  
Date: 6/20/2023 - Hours: 9am-3:00pm Phone: 802.635.2611  
Grievance meetings will be held be at the Assessors office  
Terri Sabens & Justin Mason ~ Assessors**

\* A homestead is the principal dwelling improvements and land owned and occupied by a Vermont resident individual as the individual's domicile. A homestead does not include buildings or improvements detached from the home and used for business or rental purposes. A housesite is that portion of a homestead that includes the principal dwelling and as much of the land surrounding the dwelling as is reasonable necessary for use of the dwelling as a home, but in no event more than two acres per dwelling unit.

Due to the continued health threat caused by the Coronavirus (COVID-19), we will not be holding face-to-face grievance hearings this year, as allowed in S.222. If you wish to grieve, you MUST submit a grievance in writing by the date indicated in this notice. You are entitled to state the grievance in a hearing. If you wish to be heard in a live format in addition to submitting your grievance in writing, please provide us with a phone number where we can reach you for a remote hearing via phone and/or computer. If we are unable to reach you on grievance day at the number you provide, and you do not return our call by the end of grievance hearings, we will decide your grievance based upon the materials provided with your written grievance.

32 V.S.A. § 4111(g) A person who feels aggrieved by the action of the listers and desires to be heard by them, shall, on or before the day of the grievance meeting, file with them his or her objections in writing and may appear at such grievance meeting in person or by his or her agents or attorneys. No grievance shall be allowed for a change solely to reflect a new use value set by the current use advisory board or the adjustment of that value by the common level of appraisal. Upon the hearing of such grievance, the parties thereto may submit such documentary or sworn evidence as shall be pertinent thereto.









Village of Johnson Water and Light report – June 2023

Prepared by Nate Brigham

Electric Dept. –

591 Footbrook Rd installed cover up for painting

Right way cutting

Ordered FR clothing for Johnson Farm and Yard

Completed monthly meter reading, high/low checks, substation check, and dig safes

New services: we have new services proposed for Sinclair Road, French Hill, River Road West and Route 15. We have had preliminary meetings with these customers but have not done any estimates as their plans have not been finalized.

Substation Maintenance has been scheduled for June 19<sup>th</sup> and 20<sup>th</sup>.

Designed a revision to the substation to allow independent loadbreak operation for each substation transformer. This will preclude taking outages for transformer maintenance. We are meeting with Morrisville W&L to discuss this, tomorrow.

Learning how to do the net metering billing.

Performed the ISO New England Voltage Reduction test. With the substation voltage output voltage lowered 5% we did not see voltage issues at the extremes of the system.

Met with Mr. Kent at 1775 Clay Hill to discuss his service. The transformer is slightly undersized for the solar installation and we agreed to replace the transformer with a 15 kVA to lower the voltage drop. We will see how that works before increasing the service wires.

Water and Sewer –

Worked with TOJ on various structures on Clay Hill Rd, River Rd West, and Sinclair Rd for the paving projects

Water Leak by 67 Lamoille View Dr 1" main

Water Tap for 144/150 River Rd West and 93 River Rd West

New water Service installed at 289 Wescom Rd

Installed water meter in Woolin Mills old factory

8" sewer main was plugged by 90 Clay Hill Rd

Had County Plumbing and Heating fix a valve at 591 Vt Rte 100C

Installed seasonal water meters

Preformed Hydrant flushing

**General Dept. –**

Finished sidewalk/street sweeping

Fixed holes in the structure top in the sidewalk at 100 School St

Painted Crosswalks and parking lines at Town Clerks/Fire station, and Old fire station parking lots

Hung American flags on poles and spring/summer banners

**Safety –**

Safety meeting with NEPPA on May 8<sup>th</sup> and 9<sup>th</sup> was Pole top/ Bucket rescue and trouble investigation



The Village of Johnson WWTF, WTF  
Monthly Chief Operator's Report  
June 6, 2023

1. Operational Status of Wastewater Plant

- E-DMR and Wr-43 were submitted to the State
- Received final approval from Efficiency VT to move forward with the LED lighting and 2 mini split heat pumps at the Wastewater Plant. Waiting on contractors to set a date for installation
- Replaced the rubbers and nozzels on the last wash box on the press
- Performed our permit required proficiency testing for the laboratory tests we run in house. We passed all of them.
- A disk on the Penn Valley sludge pump failed. We ordered and installed a new disk and gaskets for the pump.
- We replaced the 2 drive belts on the motor for the Penn Valley pump as well
- Mowed and trimmed the wastewater and water plants, Clay hill pump station and the reservoir.
- Received notice that our permit that expires June 30, 2023 will not be renewed until 2024 due to administrative issues with the State. We just operate under our expired permit until then.

2. Operational status of Water Plant

- Monthly reports were submitted to the state.
- Coliform samples were negative
- Took 2 coliform samples at Lamoille View and drove them to the lab in Williston after the Public Works Dept repaired a line. Both came back absent and the boil water notice for those residents was lifted.
- Filled out and submitted applications to the State for free leak detection throughout the water system, and another application for valve exercising throughout the system.
- Started cleaning out the Katy Win booster station for repairs and rehab.
- Water loss for May was \_\_\_\_\_ %





# ***Johnson Fire Department Report***

*Apr. 26 – May 25, 2023*

## **Calls:**

JFD responded to 7 calls.

5 calls occurred during the daytime (6 am – 6 pm)

2 calls occurred during the nighttime (6 pm – 6 am)

The average duration was: 65 minutes

## **Nature:**

Those calls were: 2 – vehicle fires, 2 – wildland fires, 1 – debris fire, 1 – vehicle crash, and 1 – medical assist

## **Staff:**

The average number of firefighters that responded was: 12

Total hours of service was: 98

## **Other:**

We have ordered the electronic components of the repeater. We are using Motorola equipment. It has an estimated lead time of 4 months for delivery.

Members of our department hosted two Kindergarten classes from Johnson School for a “Visit the Fire Station”.

We have conducted a site walk with a landowner that has offered an old residence to be used as a training site, and eventually live burn training. This is a great opportunity for the department, which does not come along often. Together, we are completing the approval documents.

Respectfully submitted, Arjay West, Fire Chief



**Village Annual Mowing Costs**

|                                 |               |
|---------------------------------|---------------|
| Municipal Building @0.50        | \$300         |
| Mill House @0.50                | \$110         |
| Main Street Sidewalk greenstrip | \$300         |
| Village Green                   | \$200         |
| Cold Spring                     | \$200         |
| VJFD                            | \$240         |
| <b>Total</b>                    | <b>\$1350</b> |
| <br>                            |               |
| Monthly bill May-Oct            | \$225         |



## **Johnson Village Green Flag & Banner Policy & Schedule**

Whereas the Village of Johnson has adopted and embraces The Johnson Inclusivity Statement as well as the Village of Johnson Anti-Racism Statement, and The Inhabitants of Johnson and its visitors are of many wonderful racial, ethnic, and social backgrounds and preferences, The Village has adopted the Village Green Flag Policy & Schedule to honor and celebrate many of those heritages and histories.

### **Policy:**

The flagpole at the Johnson Village Green shall only display 2 flags at one time, with the U.S. Colors always at the top. No corporate banners of any organization, regardless of its status as charitable or non-profit shall be allowed, in keeping with the strictest reading of U.S. Flag Code Section 8i.

The default status of the flagpole shall be U.S. flag over either the Vermont Flag or the Official POW/MIA, as chosen by Village staff. Other History & Heritage flags may be flown in the lower flag position (below the US Colors) as is timely, at the discretion of the Village Trustees, to honor our vast spectrum of peoples. This schedule is changeable by the Board of Village Trustees without alteration of the balance of this policy. The dates in this schedule are approximate and the raise/lower dates that fall on non-business days will be performed on the immediate business day prior, or post as determined most appropriate by Village staff.

### **Schedule:**

|                  |   |
|------------------|---|
| <b>January:</b>  | <b>State of Vermont</b>   |
| <b>February:</b> | <b>Black History</b>  |
| <b>March:</b>    | <b>Women's History</b>  |
| <b>April:</b>    | <b>Autism Awareness</b>   |
| <b>May:</b>      | <b>Asian American &amp; Pacific Islanders* (POW/MIA will be flown from the Wednesday preceding Memorial Day until the Tuesday following it)</b> |

**June:** Pride\* (POW/MIA will be flown 6/13-15 for Flag Day, Juneteenth will be flown 6/15-21). \*Rainbow Flag

**July:** POW/MIA

**August:** Green Mountain Boys Flag, flown under the Bennington 1776 US Flag

**September:** VT until 9/14. Hispanic American Heritage Flag 9/14-10/16

**October:** State of Vermont

**November:** Native American Heritage or Abenaki Nation Flag (POW/MIA Flag November 8-14)

**December:** State of Vermont

This policy becomes effective immediately, and the schedule will be effective as of July 1, 2023 to allow time to acquire the flags.

June 12, 2023, By the Village Board of Trustees:

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Ken Tourangeau, Sr., Chair

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BJ Putvain, Vice Chair

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Steven Hatfield

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Lynda Hill

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GiGi Beach

# **Village of Johnson**

## **Ordinance Regulating the Use of Public and Private Stormwater Systems**

**Draft June 12, 2023**

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ORDINANCE REGULATING the USE of  
PUBLIC and PRIVATE STORMWATER SYSTEMS

for

Village of Johnson

RULES AND REGULATIONS

The Village of Johnson, by and through its Board of Village Trustees, ordains that the rules and regulations herein set forth are established as necessary and desirable for regulating the use of public and private stormwater systems, and the discharge of stormwater into the public stormwater system and providing penalties for violations thereof in the Village of Johnson, County of Lamoille, State of Vermont.

Be it ordained and enacted by the Board of Village Trustees of the Village of Johnson, State of Vermont as follows:

ARTICLE I - GENERAL

SECTION 1. Purpose and Authority:

(a) This Ordinance is adopted pursuant to 24 V.S.A. § 2291, subsection (14). Its provisions shall be civil ordinances within the meaning of 24 V.S.A. Chapter 59, in order to establish charges, rules and regulations for the control and operation of the Stormwater Services of the Water & Light Department, and the charges, rules and regulations herein established are enacted for such purpose.

(b) The purpose of this Ordinance is to:

(1) Protect, maintain, and enhance the environment of the Village of Johnson, Vermont by effective stormwater quality and quantity control throughout the Village, controlling discharges of pollutants to the Village's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the Village, and

(2) Enable the Village of Johnson to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR §122.26 for stormwater discharges, and

(3) Allow the Village of Johnson to exercise the powers granted by the State of Vermont through 24 V.S.A. Chapter 59 and other applicable statutes to:

(i) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the Village, whether or not owned and operated by the Village; and

(ii) Adopt any regulations deemed necessary to accomplish the purposes of this Ordinance, including the adoption of a system of fees for services and permits if necessary.

## SECTION 2. Definitions

Unless the context specifically indicates otherwise, the meaning of terms and abbreviations used in this Ordinance shall be as follows:

"Abatement" shall mean any action taken to remedy, correct, or eliminate a condition within, associated with, or impacting a drainage system.

"Agent" shall mean a person authorized to act in the place of another person.

"Authorized Person" shall mean any person that is specifically appointed or authorized to perform duties for the Stormwater Services of the Water & Light Department.

"Best Management Practices (BMPs)" as defined by the Final 2012 MS4 Permit shall mean schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to the stormwater system or waters of the State of Vermont or the United States. BMPs also include treatment practices, operating procedures, and

practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

"Change or Alter" shall mean an act done which will result in a direct or indirect impact on the contribution of stormwater into the public stormwater system.

"Credit" shall mean an ongoing reduction in the stormwater user fee for certain identified and approved qualifying and ongoing private actions or activities that reduce the potential impact of increased stormwater discharges that result from development of a property.

"Developed Property" shall mean any property that is altered from a natural state by removal of vegetation, construction, or installation of improvements such as buildings, structures, or other impervious surfaces, or by other alteration that results in a meaningful change in the hydrology of the property during and following rainfall events.

"Development" shall mean the construction of improvements on a tract of land for any purpose, including, but not limited to, residential, commercial, industrial, manufacturing, farming, educational, medical, charitable, civic, recreational, and religious uses.

"Hazardous Materials" shall mean any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

"Illicit Connection," as defined by the Final 2012 MS4 Permit, means any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

"Illicit Discharge" is defined at 40 CFR 122.26(b) (2) and refers to any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the Village) and discharges resulting from firefighting activities.

"Impervious Surface" shall mean those manmade surfaces, including, but not limited to, paved and unpaved roads, parking areas, roofs, driveways, sidewalks, walkways, compacted gravel and soil surfaces, and awnings and other permanent fabric or plastic coverings, from which precipitation runs off rather than infiltrates.

"MS4" is an acronym for "Municipal Separate Storm Sewer System" as defined by the Final 2012 MS4 Permit, and is used to refer to a Large, Medium, or Small Municipal Separate Storm Sewer System. The term is used to refer to either the system operated by a single entity or a group of systems within an area that are operated by multiple entities. "MS4" is defined at 40 CFR 122.26(b) (8) and means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, Village, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under Section 208 of the Clean Water Act that discharges to waters of the State and waters of the United States; (ii) Designed or used for collecting or conveying stormwater; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2. The Village of Johnson is not currently an MS4 covered community, but this ordinance is proactively putting the Village of Johnson ahead of the coming regulations.

"National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit" shall mean a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

"Non-Stormwater Discharge" shall mean any discharge to the stormwater system that is not composed entirely of stormwater or such other waters or materials as are specifically authorized herein.

"Outfall" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

"Owner" shall be any person vested with ownership, legal or equitable, sole or partial, or possession of any property.

"Person" shall mean any individual, firm, company, association, society, corporation, group, or other legal entity.

"Pollutant" as defined by the Final 2012 MS4 Permit shall mean dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water. This term does not mean (A) "sewage from vessels" within the meaning of section 1322 of the Clean Water Act; or (B) water, gas, or other material which is injected into a well to facilitate production of oil or gas, or water derived in association with oil or gas production and disposed of in a well, if the well is used either to facilitate production or for disposal purposes is approved by authority of the State in which the well is located, and if such State determines that such injection or disposal will not result in the degradation of ground or surface water resources.

"Pollution" shall mean the contamination or other alteration of the physical, chemical or biological properties of any natural waters of the United States, or the discharge of any liquid, gaseous, solid, radioactive or other substance into any such waters as will or is likely to create a nuisance, or render such water harmful, detrimental, or injurious to the public health, safety and welfare or to other beneficial uses.

"Private Stormwater System" shall mean all elements of a stormwater system located in the Village of Johnson that are controlled and operated by individuals, corporations, and other organizations and not by the Village of Johnson, Town of Johnson, County, State, or Federal Government Agency, or that carry water that drains from any private property.

"Public Stormwater System" shall mean all elements of the stormwater system located in the Village of Johnson that are controlled and operated by the Village of Johnson or that carry water that drains from any public property, including street

rights-of-way. Excluding culverts and drains owned by the Town of Johnson or the State of Vermont.

"Sewage" shall mean a combination of the water carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and stormwaters as may be present.

"Shall" is mandatory; "May" is permissive.

"Single Family Residence" (SFR) shall mean detached single family homes, duplexes, and triplexes.

"Storm Drain" (synonymous with "Storm Sewer") shall mean a pipe, culvert, ditch, swale or other conduit which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water

"Stormwater" shall mean stormwater runoff, snowmelt runoff, and surface runoff and drainage as defined at 40 CFR 122.26(b) (13).

"Stormwater Discharge" shall mean any stormwater that is transported, naturally or otherwise, from a developed property to the public stormwater system.

"Stormwater Services" shall mean the Water & Light Department, which is responsible for construction, operation and maintenance of the Village public stormwater system.

"Stormwater System" shall include natural and man-made drainage structures, conveyances, storm drains, catch basins, and any other appurtenant device or structure where stormwater is collected, transported, pumped, treated, or disposed of.

"Structure" shall mean a house, building or any other assembly of materials used for human occupancy, including but not limited to residence, place of employment, meeting places and places used for recreation.

"Village" shall mean the Village of Johnson, Lamoille County, State of Vermont acting by and through its Board of Village Trustees or, in appropriate cases, acting by and through its authorized representatives, agents, deputies or operators.

"Undeveloped Property" shall mean any property that exists in a natural state with no more than five hundred (500) square feet of impervious surface.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

"Waters of the State" shall mean all waters as defined in 10 V.S.A. §1251.

"Wetlands" as defined by the Final 2012 MS4 Permit shall mean those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

## ARTICLE II - STORMWATER SYSTEM USE

### SECTION 1. Applicability

(a) Any discharge of stormwater from developed property in the Village shall be subject to the provisions of this Article.

### SECTION 2: Required Approvals

(a) No owner of developed property in the Village shall change or alter, or allow to be changed or altered, the discharge of stormwater from such property occurring on the effective date of this Article without first obtaining any permit or approval required under this or any other Village Ordinance, state law, or federal law.

(b) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public storm drain or appurtenance thereof without first obtaining written permission from the Village Manager.

### SECTION 3. Compliance with Existing Permits

It shall be a violation of this Article for any owner of developed property that is subject to any local, state, or federal permit requirements regarding the discharge of stormwater to fail

to comply with such permit requirements.

SECTION 4. Use of the Public Stormwater System

(a) The following may be discharged into the public stormwater system, subject to obtaining and complying with any required permit:

(1) Stormwater;

(2) Non-stormwater discharges provided that these sources are not substantial contributors of pollutants to the system: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensate, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, flows from riparian habitats and wetlands, and discharges from firefighting activities.

(3) Discharges specified in writing by the authorized enforcement agent as being necessary to protect public health and safety;

(4) Dye testing is an allowable discharge, but requires a written notification to the authorized enforcement agent prior to the time of the test;

(5) Any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(b) It shall be a violation of this Ordinance for any person to cause or allow to occur any illicit discharge to the public stormwater system or allow any illicit discharge existing on the date this Article becomes effective to continue regardless of whether such existing discharge was permissible under law or practices applicable or prevailing at the time the discharge commenced.



## SECTION 5. Best Management Practices

(a) The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from an accidental illicit discharge into the public stormwater system BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge to the public stormwater system, may be required to implement, at said person's expense, additional BMPs to prevent or discontinue the illicit discharge. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

(b) Every person owning property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, fill, and other obstacles that would pollute, contaminate, or significantly restrict the flow of water through the watercourse. In addition, the owner shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

(c) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in an illicit discharge into the stormwater system, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the Water & Light Department in person or by phone, email or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Water & Light Department within three business days of the phone notice. If the illicit discharge emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

SECTION 6. Protection from Damage

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the public stormwater system. Any person violating this provision shall be subject to immediate arrest under the charge of unlawful mischief as set forth in Title 13, Section 3701 of the Vermont Statutes Annotated.

ARTICLE III. - INSPECTION, ENFORCEMENT AND APPEALS

SECTION 1. Power and Authority of Inspectors

(a) The Village Manager and other duly authorized employees of the Village bearing proper credentials and identification shall be permitted to enter all properties subject to regulation under this Ordinance for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Ordinance. Authorized persons shall have the right to set up such devices as are necessary to conduct monitoring and/or sampling of any regulated discharge from the property. Authorized persons may also examine and copy records required to be kept under any permit subject to this Ordinance. Authorized persons shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the public stormwater system.

(b) If a property owner has security measures in force which require proper identification and clearance before entry into onto the property, the owner shall make the necessary arrangements to allow access to any authorized person.

(c) Any temporary or permanent obstruction to safe and easy access to any property to be inspected and/or sampled shall be promptly removed by the property owner at the written or oral request of any authorized person and shall not be replaced. The costs of clearing such access shall be borne by the property owner.

(d) Causing an unreasonable delay in allowing an authorized

person access to a property subject to regulation under this Ordinance is a violation of this Ordinance.

(e) If an authorized person is refused access to any part of the property containing facilities, records or discharges subject to regulation under this Ordinance, and if the authorized person is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this Ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized person may seek issuance of a search warrant from any court of competent jurisdiction.

## SECTION 2. Administrative Enforcement

(a) Any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

(b) Any person found to be violating any provision of this Ordinance shall be served by the Village with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit discharges;
- (3) The cessation of improper practices and operations and implementation of proper practices and operations;
- (4) The abatement or remediation of any contamination of the public stormwater system and waters of the State of Vermont or the United States and restoration of any property impacted by such contamination;
- (5) Establishment of time limits for the completion of all required work;
- (6) Payment of a fine; and
- (7) State that the Notice may be appealed in the manner

set forth in Article IV Inspection, Enforcement and Appeals, Section 3 - Appeals, of this Ordinance.

(c) The Village has the right to require a property owner found to be in violation of this Ordinance to install monitoring equipment and maintain such equipment in proper operating condition, including proper calibration, all at the property owner's expense.

(d) If a violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, the Village or persons retained by the Village may enter upon the subject property to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the Village or designated persons to enter upon the premises for the purposes set forth above.

(e) Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs.

(1) The property owner may appeal the cost of abatement in the same manner set forth under Article IV Inspection, Enforcement and Appeals, Section 3 - Appeals, of this Ordinance.

(2) If the amount due is not paid within a timely manner as determined by the decision of the Village or by the expiration of the time in which to file an appeal, the charges shall constitute a lien on the property for the amount of the assessment and shall bear interest at the rate of one percent (1%) per month, or portion thereof.

(f) The Village Manager may, without prior notice, suspend stormwater system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the stormwater system, or waters of the State of Vermont or the United States. If the violator fails to comply with a suspension order issued in an emergency, the Village Manager may take such steps as deemed necessary to prevent or minimize damage to the stormwater system or waters of the State of Vermont or United States, or to minimize danger to persons.

(g) Any person discharging to the stormwater system in violation of this Ordinance may have their stormwater system access terminated if such termination would abate or reduce an illicit discharge. The Village Manager will notify in writing a violator of the proposed termination of its stormwater system access.

(1) The violator may appeal the Village Manager's determination in the same manner set forth starting with step (a)(2) under Article IV Inspection, Enforcement and Appeals, Section 3 - Appeals of this Ordinance.

(h) A person commits an offense if the person reinstates stormwater system access to premises terminated pursuant to subsection (f), above, without the prior approval of the Village Manager.

### SECTION 3. Appeals

(a) The following process shall be followed for appeals to decisions pertaining to this Ordinance:

(1) Any aggrieved property owner shall have the right of appeal by filing a written notice of appeal within 30 calendar days of said decision to the Village Manager, who shall issue a decision within 30 calendar days.

(2) If said appeal is denied by the Village Manager, the said aggrieved party shall have the right to appeal by filing a written notice of appeal to the Village Manager, provided that said appeal is entered within 30 calendar days from the issue of the decision of the Village Manager.

(3) If said appeal is denied by the Village Manager, then said aggrieved party shall have the right to appeal by filing a written notice of appeal to the Board of Village Trustees, provided that said appeal is entered within 30 calendar days from the issue of the decision of the Village Manager.

(4) The Board of Village Trustees shall issue its decision on the appeal in writing, which decision shall be final.

(5) The filing of an appeal shall not relieve a property owner of the obligations of this Ordinance.

SECTION 4. Judicial Enforcement:

(a) This Ordinance shall constitute a Civil Ordinance within the meaning of 24 V.S.A. Chapter 59.

(b) Any law enforcement officer or other individual designated by the Village Board of Village Trustees to enforce this Ordinance may act as an issuing Municipal Official and issue and pursue before the Judicial Bureau (formerly the Traffic and Municipal Ordinance Bureau) a municipal complaint for any violation of any provision of this Ordinance.

(c) In addition to the enforcement procedures available before the Judicial Bureau, the Village is authorized to commence a civil action to obtain injunctive and other appropriate relief, or to pursue any other remedy authorized by law.

SECTION 5. Penalties:

(a) Waiver Fee -An issuing municipal official who is authorized to recover a waiver fee, in lieu of a civil penalty, in the following amounts, for any person who declines to contest a municipal complaint and pays the waiver fee. Each and every day that the violation exists after the time allowed under the notice of violation has expired, shall constitute a separate offense and shall incur the following fees:

First Offense: \$75.00

Second Offense: \$200.00

Third Offense and subsequent offenses: \$500.00

(b) Civil Penalty-An issuing municipal official is authorized to recover civil penalties in the following amounts for each violation of this ordinance. Each and every day that the violation exists after the time allowed under the notice of violation has expired, shall constitute a separate offense and shall incur the following civil penalties:

First Offense: \$150.00

Second Offense: \$400.00

Third Offense and subsequent offenses: \$800.00

Offenses shall be counted on a 12-month basis beginning with the date of the first offense.

SECTION 6. Other Enforcement Remedies, Fines and Injunctive Relief

(a) Expenses for Restoration: In addition to any other penalty authorized by this section, any person, partnership, or corporation found to have violated any of the provisions of this Ordinance shall be required to bear the expense of the restoration required to abate the violation.

(b) Injunctive Relief: An action, injunction, or other enforcement proceeding may be instituted by the Village to prevent, restrain, correct, or abate any violation or activity causing a violation. The relief sought may include the right to enter onto private property to abate or correct the violation, to restrain any activity that would create further violations, or to compel a person or persons to perform abatement or remediation of the violation; and to seek damages for all costs, including reasonable attorney's fees, incurred by the Village in pursuing and obtaining such relief. In addition to any other remedies authorized in law or equity, the Village may seek an order specifically requiring:

(1) The elimination of illicit connections and/or non-storm water discharges to the MS4;

(2) The discontinuance of practices, activities, or operations that lead to violations of this Ordinance;

(3) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

(4) The implementation of source control or treatment through the use of best management practices;

(5) The performance of monitoring, analysis, and reporting.

(c) Offsite remediation: In place of fines, any person, partnership, or corporation found to have violated any of the provisions of this Ordinance may perform offsite stormwater and/or erosion control remediation to improve existing stormwater and/or erosion control problems elsewhere in the Village. This option shall require the written agreement of the person, partnership, or corporation found to have violated the provisions of this Ordinance, the property owner of the offsite remediation site, and

the Village.

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - Limits of Liability:

(a) Floods from stormwater may occasionally occur which exceed the capacity of the storm drainage facilities constructed, operated, or maintained by funds made available under this chapter. This chapter shall not be interpreted to mean that property subject to the fees and charges established herein will always (or at any time) be free from stormwater flooding or flood damage, or that stormwater systems capable of handling all storm events can be cost-effectively constructed, operated or maintained. Therefore the following limitations on liability are set forth:

(1) It is the express intent of the Ordinance Regulating the Use of Public and Private Stormwater Systems to protect the public health, safety and welfare of properties and persons in general. However, this Ordinance does not create any special duty or relationship with any individual person or specific property either within or outside the jurisdiction of the stormwater program.

(2) The Village of Johnson shall not be held liable for flood damage or assessing and removing pollution sources and reserves the right to assert all available immunities and defenses in any action seeking monetary compensation from the Village, or its officers, agents or employees for alleged damages arising from alleged failure or breach of duties or relationship as may now exist or hereafter be created.

(3) The issuance of any permit, plan acceptance or inspection shall not constitute a warranty, express or implied, nor shall it afford the basis for any action seeking the imposition of monetary damages against the Village or its officers, employees or agents.

(4) Operation of stormwater systems located on private property or public property not owned by the Village of Johnson and for which there has been no public dedication of such systems and facilities for operation, maintenance and/or improvements of the system, shall be the legal responsibility of the property owner, except as may be affected by the laws of the State of



Vermont and the United States of America.

SECTION 2 - Validity

(a) The Board of Village Trustees may make such rules and regulations relating to the use of the public stormwater system of the Village as they shall deem necessary for proper operations of the public stormwater system.

(b) These rules may be amended at any time by the Board of Village Trustees as provided by law.

(c) If any State Statute or document referred to in this Ordinance shall be amended, this Ordinance shall be deemed to refer to such amended statute or document.

SECTION 3 - Severability

(a) Each section of this Ordinance is severable from all other sections.

(b) If any section, sentence, or phrase of this Ordinance and any amendments made hereto are held unconstitutional or invalid by a decree or decision of any court of competent jurisdiction, the remainder of this Ordinance and any amendments made hereto shall not be affected and shall remain in full force and effect.

SECTION 4 - Ordinance in Force:

(a) The Ordinance shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.

(b) Passed and adopted by the Board of Village Trustees of the Village of Johnson, State of Vermont on this \_\_\_ day of \_\_\_\_\_, 2023

Johnson Village Board of Village Trustees

\_\_\_\_\_  
Ken Tourangeau, Sr., Chair

\_\_\_\_\_  
BJ Putvain, Vice Chair

\_\_\_\_\_  
Steven Hatfield

\_\_\_\_\_  
Lynda Hill

\_\_\_\_\_  
GiGi Beach

# **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.

\_\_\_\_\_  
Ken Tourangeau, Village Trustee Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Foy, Town Selectboard Chair