

Town of Johnson
Selectboard Meeting Agenda
The Ellsworth Room, Second Floor Willey Library
Vermont State University – Johnson
337 College Hill Road

Monday, August 21, 2023

Call to order and meeting kick-off 6:30 pm
Additions or adjustments to the agenda

Standing Items 6:35 pm

REGULAR MEETING

1. Review invoices and orders (Review before, during or after meeting and ask questions on demand.) (5 minutes)
2. Review and approve minutes of Selectboard meeting on August 7. (3 minutes)
3. Selectboard issues/concerns (5 minutes)

TREASURER'S REPORT

Review and approve bills, warrants, licenses and any other actions (5 minutes) 6:50 pm

PUBLIC WORKS SUPERVISOR/HIGHWAY FOREMAN REPORT

4. Monthly Report (15 minutes)

ADMINISTRATOR'S REPORT

7:05 pm

5. Review planned purchase: Municipal building copier/printer/scanner (5 minutes)

COMMITTEES, VOLUNTEERS AND COMMUNITY SUPPORT

6. Presentation by proposed business THC Sisters (10 minutes)
7. Consider approving tractor parade (5 minutes)
8. Consider accepting resignation from the Oven Committee (2 minutes)

ACTION ITEMS

7:25 pm

9. Consider Johnson Elementary School cooler in the road right-of-way (10 minutes)
10. Consider approving name for new private road (3 minutes)
11. Consider affirming building priority list for energy assessments (5 minutes)
12. Discuss flood debris pickup and possible collection (10 minutes)
13. Consider approving assessing services interlocal agreement with Towns of Hyde Park and St. George (5 minutes)
14. Consider approving memorandum of understanding for joint ownership of wide format (map) printer/scanner/copier (10 minutes)
15. Consider designating location for posting agendas and public notices (10 minutes)
16. Consider designating voting delegate to annual VT League of Cities and Towns meetings (5 minutes)
17. Consider canceling September 3 (Labor Day) Selectboard meeting (3 minutes)

EXECUTIVE SESSION & CLOSE

8:25 pm

18. Executive sessions to discuss personnel and real estate
19. Adjourn

Option to join by Zoom*:

*Please note: Participation only allowed through Zoom if requested in advance of the Meeting.

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

+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544

Passcode: 15531

One tap mobile:

+13017158592,,3446522544# US (Washington DC)

+13052241968,,3446522544# US

Town Administrator's Report
Selectboard Meeting
Monday, August 21, 2023

Meeting kick-off and agenda – By motion vote to approve the agenda either: a) as presented; b) with additions and/or deletions; c) with re-ordering; or d) with some combination of b) and c).

Standing Items

1. Invoices – The invoices and warrants will be available for you to review. Please sign the warrants.
2. Minutes – The August 7 meeting minutes were emailed to you on August 13 at 3:59 am. The minutes also are on the website. Minutes of the August 14 meeting have not been turned in yet. A paper copy of the Aug. 7 minutes will be given to you at the meeting. Vote to approve the August 7 minutes with or without revisions.
3. Selectboard Issues or Concerns – Your time to advise others of any issues or concerns that you have observed or have been brought to your attention. Statement could be in the form of a report or a request.

Public Works Monthly Report

4. Jason Whitehill will attend for his regularly scheduled visit.
5. Planned Purchases: Municipal Building Copier – On the old/former copier in the municipal building there was a computer mounted low and at the back of the machine. It was submerged in the flood water. Symquest (the vendor) advised the machine is not worth repairing. A rental was brought in. The one-month term expires in early September. Rosemary obtained a price quote for a new machine from Symquest. The outright purchase price for a Konica Bizhub C4501 is \$7,307.47. The maintenance plan price per month is \$180, which, I am told, is approximately the same as the Town was paying before the flood. The proposed machine is an upgrade to the pre-flood copier and has all the features the former copier offered.
As stated above, Rosemary acquired this quote but had not got to making a decision. She asked that I review it. I concur with her plan. Please vote to authorize outright purchase of a Konica C4501 copier from Symquest with a price of \$7,307.47.
6. THC Sisters – Your guests will be Tami Sykes with her sister and brother-in-law Cheyenne and Mike Hatin. The sisters are preparing to open a retail cannabis shop at 50 Lower Main Street. While waiting for the Vermont Cannabis Control Board to approve their license, the sisters wanted to introduce themselves to you. They were asked to keep their introduction brief. No action needed.
7. Tractor Parade – Tom Carney made a verbal request for permission to hold a tractor parade on Saturday, September 16. Like last year, the parade will organize at the Manchester's property on River Road East. The route will include Railroad Street, Lower Main West, Pearl Street and School Street. At Legion Field the tractors will be parked for an hour or two for people to get a closer

look. Last year about 24 tractors were in the parade. Last year's minutes state the Town will notify the state (AOT, District 8). Please vote to approve use of River Road East, Railroad Street, Lower Main West, Pearl Street and School Street for a tractor parade on September 16 starting at 10:00 am.

8. Oven Committee – Luke Gellatly submitted an email (8/6/23) stating Jennifer Burton has resigned from the Community Oven Committee. Please vote to accept Jennifer Burton's resignation from the Community Oven Committee. Is my understanding correct that the Oven Committee does not have a specific number of members? Do you want to seek applications for committee membership?

9. J.E.S. Cooler – Town highway 76 starts at School Street and goes up along the westerly side of the J.E.S. Near the present location of dumpsters near the gym door the school has poured a concrete pad for installing a walk-in cooler. Part of the cooler will be in the Town's right-of-way, with the closest section being about 9 feet off the edge of the road. Eben advises the cooler should not affect snowplowing. The plow truck should be moving slow up the hill and nearing a sharp turn. Snow will not be flying off the plow. When snow starts to pile up and banks grow high plowed snow could fall against the cooler. Beth suggested if a permit is granted it should state the Town will not be responsible for damage to or corrosion of the cooler. The school has not contacted me. No other Town official has indicated the school contacted them.

If you can accept the cooler partially occupying the road right-of-way, vote on a motion to authorize a road right-of-way access permit for the Lamoille North Modified Unified School District with a stated condition that the Town will not be responsible for damage to or corrosion of the cooler.

10. Naming Private Road – Harvey's plan to start a new private road. In the packet is an aerial photo showing West Highland Drive and the proposed new road. Harvey's would like to name it North Highland Drive. That seems to be a logical choice. Harvey's will create two mobile home lots off of the new private road. They have customers seeking a bank loan. The bank wanted the 911 address. Please vote to approve North Highland Drive as the name of the new private road located off of West Highland Drive.

11. Building Assessment Priority List – During your meetings on May 1 and May 15 you heard about and discussed the grant program called Municipal Energy Resiliency Program (MERP). The program is offered by the state department of Buildings and General Services. A note I read states there is no match or local share. The MERP would provide energy assessments and makes the building eligible for substantial implementation grants. The application period has opened and will be accepted on a rolling basis until January.

Victoria Hellwig from the LCPC attended the May 1 meeting to give you information. On May 15 you decided your priority order for having assessments done was:

1. Town garage
2. Municipal Building
3. Historical Society
4. Lower storage
5. Old Mill building
6. Library

The Library was last because it has had some energy assessment done.

Victoria is ready to start working on the applications. She asked if, because of the flood, your priority list has changed. If the list has not changed, no action is needed. If you want to re-prioritize the buildings vote on a motion to state the new priority order.

12. Flood Debris – There was some Town sponsored flood debris removal this past Tuesday (8/15). A roll-off was placed at Wescom/Highland. The road crew drove the flooded streets picking up debris. Further discussion of debris removal was requested. Eben contacted the SEOC for information about the state's debris removal service.

Debris removal could be:

1. Making a public roll-off available – To ensure FEMA reimbursement the roll-off should be in a secure area and monitored. The monitor would document the user and user was flooded.
2. Placing multiple roll-offs around town – This option offers better service to flooded property owners, however FEMA reimbursement of expenses is suspect.
3. A roadside collection day – Similar to what you did on July 22.
4. Send road crew on demand

Note, after Tuesday at least one call came in asking about debris removal service.

13. Assessing Interlocal Agreement – The latest agreement including St. George is in the packet. The St. George Selectboard has a question about Attachment A, paragraph 7 and the \$25 per pay period payroll admin fee. The St. George board is concerned about paying \$60 in payroll (for a 2-hour week) and getting a \$25 admin fee. We are checking with Justin to see if he'd accept a check (for all 3 towns) every other week. Two other possibilities to address St. George's concern, if you are willing to, are:

1. Saying the total weekly payroll admin fee is \$65 and splitting it between the 3 towns based on usual weekly hours worked. Hyde Park would be 40% for a fee of \$26. St. George would be 20% for a fee of \$13.

2. Cutting St. George, a break and charge them one-half of Hyde Park's fee, even though the amount of admin work is the same.

I think this will have to be a discussion item concluding with the board deciding what resolution to return to St. George and Hyde Park.

14. MOU – Wide Format Printer – A draft MOU is enclosed. It was prepared with input from Ron Rodjenski and Justin Mason. Justin said he thinks the machine should be housed in Johnson because there is more work here. Later today he asked about alternating the location every year. We don't know if that is advisable or a possibility. The Hyde Park Selectboard has to review the MOU.

The Hyde Park board approved purchasing the machine from Usherwood, which offered the lowest purchase price. Digging into the details, over 7 years Usherwood had the lower life-cycle cost.

If you are satisfied with the MOU, you could approve it and authorize Beth to sign it, pending Hyde Park's approval.

15. Agenda Notices – State law requires posting of agendas and notices at two public places in addition to a place in or near the clerk's office/municipal building. It is my understanding, before the flood the two places where the bulletin outside the post office and the Johnson Library. The post office bulletin board could be used. Jeanne Engel said when the library opens in the Masonic Temple, she will post notices inside the door. There is a good spot between the door

and a bookshelf. Please adopt a motion designating the outdoor bulletin board at the post office and the temporary library location at the Masonic Temple, 22 Pearl Street as the places for posting town meeting agendas and notices.

16. VLCT Voting Delegate – VLCT’s letter is enclosed. It says Tuesday, September 26, but it should state Wednesday, September 26 VLCT wants to know your designation of a voting delegate(s) by Friday, September 8. I’m told Brian Story was the delegate last year. Do you want to split the duty for voting at the three annual meetings? Who will you designate to be Johnson’s voting delegate(s)?
17. Cancel Meeting – Beth and I were talking about my family/travel plans and sometime off before and after Labor Day. She suggests the Selectboard cancel the meeting on September 3 (Labor Day) because you are meeting on August 28 and September 10 and, in part, because I will be away a few days before and after Labor Day. Please vote to cancel the meeting on September 3.

Other Notes

- Eben gave the state emergency operators center (SEOC) a ticket (request) for bridge inspections. On July 20 the AOT’s bridge management section inspected the Railroad Street and East River Road bridges. Spencer Howard, the Bridge Management Engineer at AOT, told me his crew inspected the bridges “top to bottom” looking for damage caused by the flood. The East River Road bridge report states, “no damage to structure, small tree debris along channel not a concern.” The Railroad Street bridge report states, “Few of the sidewalk spindles and rail were damaged and repairs needed.” Mr. Howard said AOT is keeping to its biannual bridge inspection schedule. These two bridges are due for complete inspections in 2023. He said AOT will be here in late September or October. I don’t see any need to hire a consulting engineer to inspect the bridge.
- Rosemary and Lydia started the process of mailing a notice of tax abatement to owners of flooded property. We finished the letter and mailed it this week. The letter explains the abatement process and supplies the application form. Garret Baxter, an attorney with the VLCT Municipal Assistance Center, said the governor’s emergency declaration does not automatically extend deadlines for tax appeals, but 20 VSA Sec. 47 states during a declared emergency a municipality may extend any municipal statutory deadline. Johnson’s tax assessment period has ended, therefore you would not be extending the appeal period. Garret went on to write the new law was written to give municipalities flexibility. He said re-opening serves to extend the appeal period, but there is no case law to support this idea. I suggest you have enough to deal without breaking ground on reopening the appeal process as an extension and running the risk of legal challenges. The abatement process helps those who suffered property damage.
- Another MAC attorney, Sue Senning, answered questions about the floodplain regs Board of Adjustment (BoA). The floodplain zoning regulation is in part subject to 24 VSA Chapter 117. Yes, planning commission members may serve on a DRB or BoA. The BoA could have not less than 3 nor more than 9 members. As for training, she referred me to Rebecca Pfeiffer’s program. August 28 you should discuss establishing a floodplain BoA.

- Thursday we were contacted by our FEMA program delivery manager (PDM). Our first meeting, a conference call, with him is scheduled for Monday afternoon. Of course, Ron will be part of that meeting.
- Vermont Green Up has offered to help remove flood litter from public places and river banks. So far no suggestions except the one one of you gave. I emailed the conservation commission and beautification committee members for whom I have addresses. No answers from them or from our recreation director. August 26 is coming right up. Any suggestions? VSU-Johnson's SERV program is ready and willing to help.
- If the flood litter clean up fails, do you have any other ideas for SERV's community service activity on August 26?
- I had not heard when the insurance adjuster would visit the municipal building and skatepark. I left a message for the claims rep to call me before the meeting Monday night.
- Johnson does not have a Transportation Advisory Committee member. The designation form is enclosed for your information. Shall we start advertising for a rep and an alternate?
- Tyler Mumley has started work on the VEC/Town Stormwater project. He said he would send over an agreement soon. This would be a future meeting agenda item.
- The Scribner Bridge scoping study kick-off meeting is scheduled for Thursday (8/24) at 1:00 pm. Mark Woodward and I are invited.
- Considering the Town's time being consumed by the flood and damage to the rail trail, the Johnson Rail Trail Committee is pausing its meetings and activities.
- Authorization to contract for road salt will be on the August 28 special meeting agenda. We were told Barrett Trucking/Cargill's letter or cost proposal is going out early next week. That will be the second quote.

Old Business

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

**Investment Summary For:
Johnson Town Of
Group # 1**

Proposal Date: 8/3/2023
Revision Date: 8/3/2023
Proposal ID: 2029485 - 26925
Supersedes any previous presentation Quotation
Valid for 30 Days From Revision Date



ONERATE



SymQuest GEM:IFB 021-C - Staples included, no supply freight fee

The i-Series houses a powerful engine, a quad-core central processing unit with standard 8 GB of memory and 256 GB SSD, which allows for quick-response, high-performance operations. With an additional combination of full-speed media printing range, high-speed single pass dual scan doc feeder as well as finishing options, digital skew correction, and large capability trays, expertly blends reliable functionality with versatile serviceability.

- 45/45 ppm in colour and black&white
- Automatic media type detection for improved User Experience
- 10.1-inch colour tablet-like touch panel with easy customisable modern UI
- Highest data security thanks to various security functionalities include Bitdefender anti-virus engine to reduce the risk of data loss and keep confidential data safe
- Mobile print support with access point capability
- Maximum paper capacity of 6,650 sheets



Item Description	Qty	Purchase	60 Months FMV
BIZHUB C4501 45 PPM HYBRID MFP W/DUAL SCAN DOC FEEDER	1		
PC-216 PAPER FEED CASSETTE - TWO 500 SHEET UNIVERSAL CASSETTES	1		
FS-533 INTERNAL 50 SHEET STAPLING FINISHER(C4501/C5501)	1		
MK-607 MOUNT KIT FOR FS-533 (C4501/C5501)	1		
bizhub SECURE	1		
LK-116 I-OPTION ELICENSE KIT (BITDEFENDER VIRUS SCAN)	1		

Monthly Maintenance Plan		
Item No	Service Rate Type	Black/Color Volume
KON-C4501	MFP-HYBRID	Unlimited Images

OneRate Program includes the equipment, Sentinel monitoring, toner, parts, staples, labor and travel.
Connectivity Support includes connectivity training, driver updates, software updates and loading new drivers.
No Meter Reads. No Overage Charges. No Escalators. No Hidden fees. No Hassles. One Easy Payment.

ONE RATE SOLUTION MFP (Leased Hardware and Monthly Service)	\$348.93
ONE RATE SOLUTION MFP (Purchased Hardware and Monthly Service) \$7,307.47 and \$180.00 /Month	

SYMQUEST NETWORKED SOLUTIONS REMOTE IMPLEMENTATION

SymQuest is proud to offer the remote implementation agreement designed to maximize your return on investment through the industry's most comprehensive approach to the implementation of integrated systems solutions.

SymQuest Remote Installation Process and Client Acceptance
When the pre-installation requirements are completed, the installation will be scheduled for delivery and the customer notified of the delivery date. Network installation and training will be scheduled with the provided customer contact.

- SymQuest Responsibilities**
1. Deliver, install, and connect equipment to network.
 2. Load print drivers and test functionality on up to (5) workstations and (1) server. Setup scanning for up to 5 destinations.
** If requested, additional workstations can be configured at our billable hourly rate.
 3. Instruct Network Administrator on connecting device to network, installing and configuring print drivers.
 4. General user training for print drivers on basic print features.SymQuest can only support O.E.M. supported software.
 5. Userboxes/Mailboxes are not transferable, SymQuest will train key user on proper userbox setup on new device.
Also see (7) below.
- *** Proprietary software is not supported.

- Client Responsibilities**
1. Provide a dedicated electrical power outlet meeting manufacturer's specifications.
 2. Provide a dedicated active network port & patch cable. (For certain solutions, 2 ports may be required.)
 3. Provide dedicated analog fax line if faxing is required.
 4. Provide adequate space for equipment meeting manufacturer's specifications.
 5. On day of install, provide an onsite/remote network administrator for installation support and workstation setup.
 6. If a Network Administrator is not available, client must provide a key user on-site for the duration of the installation process to work with one of our Remote Network Engineers. (Approximate installation time required is about .75 - 1.5 hours.)
 7. Userboxes/Mailboxes are not transferable, any documents stored will need to be printed prior to the new device being installed.

SUBMITTED BY:	SYMQUEST GROUP, INC.
 Nicole Ciampanelli nciampanelli@symquest.com	Telephone: 2074851979 SymQuest.com 800-374-9900

If you agree to the above proposal, please sign to initiate order.

Authorized Signature _____ Title _____

Printed Name _____ Date _____



0-01-85
0.65 A

10-01-84
1 A

10-01-88-01
20.45 A

NORTH HIGHLAND

TOJ Administrator-Shared Mailbox

From: Young, Steven <Steven.Young@vermont.gov>
Sent: Tuesday, August 15, 2023 5:07 PM
To: Eben Patch
Cc: Beth Foy; TOJ Administrator-Shared Mailbox; Schoppmann, Harry
Subject: RE: SEOC debris removal

Hi Eben,

The procedure is pretty similar to how it has been. Debris should be brought to the right-of-way. Please scope out the areas and notify me where we need to send our resources for debris collection. A few things to note about collection:

- We will not pick up e-waste. It is a landfill banned item and free to dispose of at locations in this link. <https://anrweb.vt.gov/DEC/EWaste/facilitylist.aspx>
- We will not be picking up household hazardous waste (HHW). The past month there has been endless outreach from waste districts, DEC Solid Waste, the governor's office, WCAX, VT Digger and VT league of cities and towns to try to get members of the public to contact towns, waste districts and DEC Solid Waste Management for drop off locations as well as on-site pickups at no cost and the program ended on Saturday 8/12. My suggestion at this point if there are HHW needs would be to contact the local solid waste management district for information. There are fall HHW drop off events happening, but there will be a cost now.
- Appliances/White goods and scrap metal have the potential for pickup, but we prefer local scrappers to come by and pick these up. If there are fridges/freezers, please make sure they are clear of food debris.
- We won't pick up non-flood debris related items. Some people try to take advantage of services and get rid of non-flood debris related items this late into response/recovery. This is not FEMA eligible.
- We won't pick up reconstruction related waste. Since it has been over a month since the flood, people have reconstructed, and the leftover materials is not FEMA eligible.
- We won't pick up tires as they are not considered flood debris, nor is it FEMA eligible. We suggest talking to either KNS or Budzyn Tire for tire recycling opportunities.

We do not think there will be a cost-share for these services. We need to know about how many homes still need attention and whether to utilize the state contractors' services or AOT's services. There will be an MOU at some point that will need signing for when the State seeks FEMA reimbursement. This MOU can be retroactive.

We will try to get it all done in one pass. We understand there may be stragglers that lag and may come around again if need be.

We will handle debris that is in the public ROW. State or Town owned.

Please let me know if you have any other questions and would like to talk further.



Steven Young | State Debris Management Coordinator
Vermont Agency of Natural Resources | Department of Environmental Conservation
Waste Management & Prevention Division | Solid Waste Management Program
1 National Life Drive – Davis 1 | Montpelier, VT 05620-3704
802-261-5823
steven.young@vermont.gov

Office of Selectboards
Hyde Park Town, VT
Town of Johnson, VT
Town of St. George, VT

**Approval of Interlocal Agreement
for Shared Services**

August 10, 2023

Selectboards
Town of Hyde Park
Town of Johnson
Town of St. George

Vermont Statute 17 VSA 2651c provides that Vermont Selectboards may hire an assessor to perform the duties of a lister as set forth in Title 32 when the board of listers is vacant or no longer maintains a quorum to conduct official business for the town. Additionally, if a town votes to eliminate the office of lister, the selectboard must contract with or employ a professionally qualified assessor who need not be a resident of the town. Towns may also contract with or hire professional assessors as employees to assist a Board of Listers. While there is no specific definition of (or certification requirements for) a “professionally qualified assessor”, the attached Agreement is intended to ensure that the towns are in substantial compliance with the provisions of Title 32 requiring each selectboard to maintain its grand list and report valuations to the State of Vermont.

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

To comply with 24 VSA 4901, an interlocal agreement must be executed by each legislative body which includes “Attachment A” to further describe roles and responsibilities of the parties.

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

“Motion to approve the Interlocal Agreement by and between the towns of Johnson, Hyde Park and St George for Shared Assessor Services [*the Towns of Johnson, Hyde Park and St. George to vote separately*] serving the three municipalities for the term beginning on the date of the third town’s signing of this Agreement through June 30, 2024, unless extended in writing by all parties.”

Respectfully submitted,

Towns Committee Members
Susan Bartlett, Hyde Park
Duncan Hastings, Johnson
St. George Representative

INTERLOCAL AGREEMENT FOR SHARED ASSESSOR SERVICES

RECITALS

WHEREAS, Vermont Statute 17 VSA 2651c provides that Vermont Selectboards may hire an assessor to perform the duties of a lister as set forth in Title 32 when the board of listers is vacant or no longer maintains a quorum to conduct official business for the town or with an elected Board of Listers, the town may support that Board by contracting with or hiring an employee as professional assessor(s) to assist in Title 32 compliance. Additionally, if a town votes to eliminate the office of lister, the selectboard must contract with or employ a professionally qualified assessor who need not be a resident of the town.

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

WHEREAS, that interlocal agreement must be approved by all of the participating selectboards.

WHEREAS, Town of Johnson, VT, Lamoille County ("**Johnson**"), Town of Hyde Park, VT, Lamoille County ("**Hyde Park**") and Town of St. George, VT ("**St. George**") the "Towns", together desire to enter into this interlocal agreement (this "**Agreement**") for purposes of outlining an arrangement whereby the towns will share assessor services to ensure substantial compliance with the provisions of 17 VSA 2651c and Title 32 requiring each selectboard to maintain its grand list and report valuations to the State of Vermont.

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

QUALIFICATIONS OF ASSESSORS

Johnson agrees to obtain the services of an assessor meeting the requirements of the attached job description for Assessor-Level I. Such assessor will be required to acquire Level 1 certification from the State per the certification process of Vermont Property Valuation and Review ("**VT PVR**"), within one year of being hired.

Johnson agrees to also obtain the services of a professionally qualified assessor meeting the requirements of the attached job description for Assessor-Level II-Supervisory to oversee and review the work of the Assessor-Level I, until such time as the towns determine.

1.0 DUTIES AND RESPONSIBILITIES OF ASSESSORS

- 1.1 The Assessor-Level II-Supervisory will initially serve as the assessor of record for each of the Towns.
- 1.2 The Assessor-Level II-Supervisory and Assessor-Level I (collectively referred to as the "**Assessors**") will be tasked with satisfying (i) all requirements contained in the Vermont State Statutes and (ii) all requirements or recommendations of VT PVR (the "**Assessing**")

Requirements”).

- 1.3 The Assessors shall prepare and transmit to the Towns’ selectboards a detailed schedule for delivery of documents to comply with VT PVR deadlines upon the request of one or all of the towns, and to correct any deficiencies in and submit any outstanding reports and filings as required.
- 1.4 The Towns agree that the Assessors will be tasked with the following things, as applicable, to bring the Towns into compliance and to maintain compliance:
 - 1.4.1 Property Transfers
 - 1.4.2 Name and address Changes
 - 1.4.3 HS 122 downloads
 - 1.4.4 Completing ongoing downloads from the State
 - 1.4.5 Basic data entry of transfers
 - 1.4.6 Current Use downloads
 - 1.4.7 Assessors assist with current use calculations
 - 1.4.8 Assessors work with PVR on Equalization issues
 - 1.4.9 Assessors’ complete grievance hearings and BCA hearings.
 - 1.4.10 State level or court hearings
 - 1.4.11 Appraisal inspections and valuation will be completed as needed.
 - 1.4.12 Attend one Selectboard meeting each January to report on the prior year’s final Grand List amount and help project the next year’s Grand List percentage increase relative to the prior year Grand List.
 - 1.4.13 Perform any other duties required under Title 32.
- 1.5 The Towns understand that reappraisal services, such as a town-wide reappraisal, are to be conducted under a separate contract, outside this Agreement which is for Grand List maintenance duties.
- 2.0 **DUTIES AND RESPONSIBILITIES OF THE TOWNS:**
- 2.1 The Towns shall provide the Assessors with reasonable access to records, documents, databases and information in order to allow the Assessors to satisfy the Assessing Requirements.
- 2.2 The Towns shall provide any technology, equipment, and workspace necessary for the Assessors to carry out the Assessing Requirements.
- 2.3 The Towns shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Towns’ appraisal or assessment functions or any other municipal legal obligations under any applicable State Property Tax Laws. The Towns shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State court or review body.

The Towns shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation.

3.0 ASSESSOR COMPENSATION

3.1 The Assessors will be employees of Johnson and shall be paid and earn benefits per the terms and conditions set forth in the attached offers of employment.

3.2 If additional Towns seek the services of the Assessors, then all documents and agreements shall be updated and reauthorized by the original selectboard partners and accepted by the additional town or towns by approving and signed the amendment documents and Agreement.

3.3 The parties understand that it may be necessary to modify the pay, and terms of employment, should the Assessors acquire certification levels from VT PVR that were not previously issued.

3.4 Nothing in this Section shall operate to limit a Town's right to seek amendments to this Agreement or terminate this Agreement at any time after the first 6 months of this Agreement. In the event any party desires to terminate said Agreement they shall provide 60 days written notice of intent to terminate to the authorized representatives(s) and shall be responsible for any costs up to the point of termination.

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

3.6 The parties to this Agreement further agree to abide by the terms and conditions set forth in Attachment A regarding administration of this Agreement and reimbursement of costs.

4.0 EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective when it is executed by all participating selectboards and shall expire on June 30th 2024, unless extended in writing by all parties.

5.0 ASSESSOR EMPLOYMENT STATUS

Upon termination of either Assessor, Johnson will seek to hire an interim Assessor(s) until

the parties are able to amend this Agreement.

6.0 ENTIRE AGREEMENT

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

7.0 AMENDMENTS

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

8.0 SEVERABILITY

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

9.0 GOVERNING LAW

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

10.0 COUNTERPARTS

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

IN WITNESS WHEREOF, _____ [name and title] hereby acknowledges that they have been authorized by a resolution or motion of the selectboard of the Town of Johnson, VT, to execute this Agreement on behalf of legislative body and hereby accepts and binds the town to the terms and conditions of this Agreement.

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

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

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

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

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

Attachment A
Town of Hyde Park, Town of Johnson, Vt. And Town of St. George
Roles and Responsibilities

The Towns of Hyde Park, Johnson and St. George, Vermont (herein "Towns") agree to the terms and conditions of this Attachment A to define and clarify roles and responsibilities regarding shared municipal assessor position(s). This attachment shall be part of the "Interlocal Agreement for Shared Assessor Services" to be entered into between said towns.

It is hereby understood and agreed that:

1. The Town of Johnson will hire, as its employees, an Assessor-Level I and an Assessor Level II-Supervisory. It is understood by the parties that Terri Sabens and Justin Mason will be hired as the Assessors. Both positions will provide property assessment and Grand List maintenance services to the Towns, as outlined in the interlocal agreement. It is anticipated at this time that the towns will, on an annual average basis, require no more than 8 hours for Johnson, 8 hours for Hyde Park and 4 hours for St. George. The Assessor Level II-Supervisory position, now held by Terri Sabens, is an on-call position upon the request of the Selectboard representatives.
2. The services provided are described in job descriptions attached to the interlocal agreement. Once the Assessor-Level I has obtained Property Valuation and Review Certification Level 1, that employee, at the sole discretion of the Town of Johnson (but in consultation with the Town of Hyde Park and Town of St. George), may be assigned the duties and responsibilities of the Assessor Level II-Supervisory job description (without the supervisory component). At that time, the services of the Assessor Level II-Supervisory exercising supervisory duties may no longer be required. The role of the Assessor-Level II-Supervisory while the Town is employing an Assessor-Level I (without Level 1 certification) shall be to provide oversight, guidance, time management, Title 32 compliance monitoring and training for the Assessor Level I. The Assessor-Level II-Supervisor shall also assist with specific tasks, like data entry and filing reports, for compliance, to ensure both towns' Grand List is maintained and submitted to the Town Clerk and Division of Property Valuation and Review. The role of the Assessor Level II-Supervisory, without an Assessor Level I, may continue with mutual consent of that person and Towns. The Job Description of the Assessor-Level II-Supervisory shall be the same as the Assessor Level II, with the addition of the supervisory roles identified above and in the offer of employment letter.
3. The terms and conditions of employment for both positions will be set forth in the offer of employment letters attached hereto. Said employees will be employees of the Town of Johnson and subject to the Town of Johnson's adopted personnel rules, regulations and policies as they exist at the time of hire, or as amended. Any assessor actions or inactions that may result in the potential for the towns to incur unanticipated expenses or risk non-compliance shall be presented to the Towns' board representative as soon as practical for their consideration, such as major software or equipment failures, incidents during field work that may raise a town liability concern and additional work hours for special projects not previously discussed and approved.
4. The selectboards of each town shall appoint an authorized representative to review employee performance, provide a point of communication between boards and make any recommendations for changes to terms and conditions of employment and or to the interlocal agreement. The authorized representatives will provide feedback to the Johnson selectboard (for the purposes of employee evaluation) and on overall shared services matters, on at least a quarterly basis. The Towns will endeavor to communicate frequently with each other during the effective period of the interlocal agreement to evaluate the effectiveness of the shared services and work together to address any concerns or issues as promptly as possible.
5. The Town of Johnson will compensate the employees based on their normal procedures (which currently pays on a weekly pay period), using timesheets submitted by said employee(s). Timesheets shall separately account for hours and mileage attributable to each town.

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

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

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

8. The Town of Hyde Park and Town of St. George agree to reimburse the Town of Johnson for its reasonable expenses in a timely manner following receipt of the Johnson invoice, such invoice to be itemized or supported by payroll records normally produced by the Town.

AGREED BY AND UPON THE DATE SIGNED BELOW:

Town of Johnson authorized signature

Date: ____/____/2023

Town of Hyde Park authorized signature

Date: ____/____/2023

Town of St. George authorized signature

Date: ____/____/2023

Memorandum of Understanding

Whereas, the Selectboards for the towns of Hyde Park and Johnson have determined it is in their town's best interest to cooperatively purchase and share a wide format printer/scanner/copier; and

Whereas, two purchase proposals were received and towns have agreed to purchase the printer/scanner/copier from Usherwood Office Technology at a price of \$4,250.

Now, therefore, the Selectboards of the towns of Hyde Park and Johnson mutually agree to the following:

1. The Town of Johnson will issue a purchase order for the Canon TA-20 MFP L24ei system printer/scanner/copier (the machine) to Usherwood Office Technology (the vendor) for the quoted price of \$4,250. The Town of Johnson will pay the vendor's invoice and bill the Town of Hyde Park for one-half of the purchase price. The Town of Hyde Park agrees to pay this bill, and all bills related to the jointly owned machine, within thirty (30) days.
2. The machine will be located in the Town of Johnson (the host) municipal building.
3. The host will assure the machine is insured. In exchange for the convenience of having the machine in its offices, the host will not bill the other town for insurance.
4. The host will take steps to protect the machine from misuse, abuse and physical damage.
5. The host will provide the other town's staff access, at reasonable times, to the machine when the other town's staff needs to scan or copy documents.
6. The host will coordinate maintenance and repairs and be sure it always is ready to print whenever needed by the other town.
7. The host will cooperate in making the other town's printed materials accessible. There will be no charge for paper or supplies for each print.
8. It is the Towns of Hyde Park's and Johnson's intent to jointly own this machine for at least seven (7) years. During that time the host will purchase and continue a maintenance service plan with the vendor, or its successors. The host will bill the other town one-half

of the maintenance service invoices and supply invoices within thirty (30) days of payment to the vendor.

9. When the machine is sold or traded-in, each town will receive 50% of the value of the sale price or trade-in amount. This agreement is not a commitment for joint ownership of another wide format printer/scanner/copier.
10. The machine is intended for the towns' business. Private use of the machine with or without payment for the copy or print is prohibited.
11. This agreement may be amended or terminated early through mutual agreement between the towns.
12. This agreement will be terminated when the machine is sold or traded in, however, before the machine is sold or traded-in, by mutual agreement, one town may buy out the other town paying the seller's remaining capital interest.

For the Town of Johnson

For the Town of Hyde Park

Selectboard Chair

Selectboard Chair

Date

Date



August 9, 2023

To all Vermont League of Cities and Towns, PACIF, and VERB members:

As part of Town Fair, the Vermont League of Cities and Towns (VLCT), VLCT Property and Casualty Intermunicipal Fund, Inc. (PACIF), and VLCT Employment Resource and Benefits Trust, Inc. (VERB, dba "Unemployment Insurance Program") will hold their **annual business meetings on Tuesday, September 26, at 1 PM**. The meetings will be held in person at the **DoubleTree by Hilton at 870 Williston Road in South Burlington, Vermont**. The three annual meetings will be held consecutively: VERB will begin the meeting at 1:00 PM, the PACIF meeting will follow, and VLCT's meeting is expected to convene around 2:00 PM. To access the meeting agenda as well as the draft minutes from last year's meetings, the VLCT Annual Meeting Governing Rules, and more materials as they become available, visit **vlct.org/2023AnnualMeeting**.

Every VLCT, PACIF, and VERB member that wants to vote at the annual meetings must **designate voting delegate(s) by Friday, September 8**. To ensure that all three organizations' members are properly represented and able to participate in the election of officers and any other item that may properly come before the membership, we are asking that **your legislative body designate one official** as the Voting Delegate **for each VLCT organization** that your municipal entity is a member of. You may delegate different people for each VLCT organization or a single person as the delegate for two or all three of the meetings. Keep in mind that only cities and towns are voting members of VLCT, while other municipal entities may participate in the PACIF and VERB meetings.

Voting delegates need to register separately from Town Fair. Visit **vlct.org/vote** to sign up. There you'll specify whether the person is the delegate for VLCT, PACIF, VERB, or a combination. There's no cost to attend only the annual meeting, and pre-registration is preferred, but delegates may register in person on September 26.

Also, if you are interested in either serving on or nominating a qualified person to serve on one of VLCT's three boards, we welcome having lists of appropriate candidates on hand. You will find links to the nomination forms at **vlct.org/2023AnnualMeeting**. August 25 is the deadline for a nominee to be considered for this meeting.

This year's Town Fair takes place over two full days. Before the Annual Meetings, Tuesday's schedule includes breakfast with topic-specific roundtables, training sessions, and lunch. Immediately following the annual meetings, we've scheduled a special general session

focused on disaster recovery. Be sure to also attend the festivities on Tuesday evening, when dinner and awards will be capped off with a casino night to benefit the VLCT Municipal Service Scholarship Fund. Wednesday features our keynote speaker, Dan Senning of the Emily Post Institute, who will share tips for "functionally disagreeing" in an environment of increased incivility.

Thank you for your membership in VLCT and its two risk-sharing trusts. We look forward to seeing you at the annual meetings!



Jessie Baker
President
VLCT Board of Directors



Jackie Higgins
President
Property and Casualty
Intermunicipal Fund, Inc.



Charles Safford
President
VLCT Employment Resource
and Benefits Trust, Inc.



Lamoille County Planning Commission

PO Box 1637
52 Portland Street, Second Floor
Morrisville, Vermont 05661
www.lcpcvt.org

(802) 888-4548 • e-mail: lcpc@lcpcvt.org • fax: (802) 888-6938

Lamoille County Transportation Advisory Committee (TAC) **FY 2024 Municipal Representative Designation**

The Municipality of _____ is designating one (1) primary representative and up to two (2) alternates to participate in the Lamoille County Transportation Advisory Committee (TAC). Each Municipality gets one (1) voting seat per meeting, which may be filled by a primary or alternate designee.

Please note: Representatives are NOT required to be a municipal staff or official. Municipal TAC Designees may be anyone who lives in the municipality being represented. TAC usually meets at least 6 times per year on the fourth Wednesday of the month, from 12:00-1:30pm via video/phone conference and/or LCPC's office when in person meetings are appropriate.

Municipalities should designate a representative who is willing and able to regularly participate in TAC meetings, and frequently share information between their municipal officials, staff, and TAC. The following municipal appointments are valid for (check one)

1 year 2 years 3 years.

Primary Representative: _____

Phone: _____

Email: _____

Alternate Representative #1: _____

Phone: _____

Email: _____

Alternate Representative #2: _____

Phone: _____

Email: _____

Selectboard Chair (or Manager/Administrator Signature): _____

Printed Name and Title: _____

Date: _____

Please return this form by email (rob@lcpcvt.org) or by US Mail to Lamoille County Planning Commission, Attn: Rob Moore, PO Box 1637, Morrisville, VT 05661 Direct questions to Rob at 802-888-4548 or 802-851-6347

REGISTER NOW!



VLCT.ORG/TF23

SEPT 26+27

DoubleTree by Hilton
South Burlington



**Vermont League
of Cities and Towns**

89 Main Street, Suite 4
Montpelier, VT 05602

PRSR STD
U.S. Postage
PAID
Burlington, VT
Permit No. 253



5 1038



CARL ROGERS
INTERIM TOWN ADMINISTRATOR
JOHNSON TOWN
293 LOWER MAIN ST W
JOHNSON VT 05656-9635

CONNECT IN
PERSON WITH
OFFICIALS FROM
AROUND
VERMONT!

Training Tracks



**Solutions to Enhance
Vermont's Future**

CLERKS & TREASURERS

- FOUNDATIONAL TOOLS FOR YOUR DAY-TO-DAY SUCCESS

PUBLIC SAFETY

- NEW SOLUTIONS FOR RECURRING PROBLEMS IN YOUR COMMUNITIES

TOWN LEADERS

- SUPPORT YOUR MUNICIPALITY FROM THE INSIDE OUT!

LISTERS

- THE NUTS AND BOLTS OF THIS POSITION DELIVERED IN ONE PLACE



VLCT.ORG/TF23

Training Tracks

1

CLERKS & TREASURERS

THEY SAID WHAT? FIRST AMENDMENT RIGHTS AND PUBLIC EMPLOYEE SPEECH

How to proceed when one of your employees posts a controversial opinion on social media.

THE NITTY GRITTY OF BASIC GOVERNMENTAL ACCOUNTING

Fundamental governmental accounting concepts and practical information you can use to improve the accuracy of your accounting records.

3

TOWN LEADERS

ATTRACTING AND RETAINING TOP TALENT IN TOWN HALL

Workplace culture, preparing a job search, finding diverse applicants, and finding staff who'll stay and grow with you.

COMMUNITY-DRIVEN ECONOMIC DEVELOPMENT

How several Vermont communities have undertaken economic development, tools they've used, and how your community might replicate it.

FIRST AMENDMENT AUDITS: GUIDANCE FOR MUNICIPAL EMPLOYEES

What to expect in a First Amendment audit, legal considerations, and ways to respond that will reduce your stress and risk.

2

PUBLIC SAFETY

OVERCOMING OBSTACLES THROUGH REGIONAL APPROACHES

Hear about successful models for towns sharing staff and using intermunicipal agreements to expand police coverage.

PRACTICAL STEPS TO NAVIGATE POLICE REFORM AT THE LOCAL LEVEL

Learn how to manage expectations and address issues while serving communities.

ALLY, NOT ENEMY: SAFER EMERGENCY RESPONSES TO MENTAL HEALTH CRISES

Explore some alternatives to traditional all-police responses for when a call involves a mental health issue. Discover insightful strategies already in use by Vermont communities.

4

LISTERS

VTPIE AND THE NEW GRAND LIST PROGRAM: A PRACTICAL DEMONSTRATION FOR LISTERS & CLERKS

Discover new features and capabilities of the program, view a live demonstration, and review what features you will use.

JUST THE BASICS: ROLES AND RESPONSIBILITIES OF LISTERS

Review the fundamentals of being a lister!

WHERE DO WE GO FROM HERE? THE FUTURE OF ASSESSMENT

Current solutions for how to get training and resources for newly recruited assessors.



REGISTER AND LEARN MORE

VLCT.ORG/TF23

TOWN
Fair 23

Solutions to Enhance
Vermont's Future