

Town of Johnson
Selectboard Meeting Agenda
The 1867 Room, Dewey Hall
Vermont State University – Johnson
337 College Hill Road

Monday, August 7, 2023

6:30 P.M. Call to order and meeting kick-off

Additions or adjustments to the agenda (3 minutes)

Standing Items

6:33 P.M. 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 meetings on July 3, 10, 13, 17, 21, and 31, and minutes of the joint Selectboard and Village Trustee meeting on July 17. (5 minutes)
3. Selectboard issues/concerns (3 minutes)

6:46 P.M. TREASURER'S REPORT

4. Review and approve bills, warrants, licenses and any other actions (5 minutes)
 - a. Errors and Omissions request from assessor (3 minutes)
 - b. Consider approving liquor license for Marsala Salsa (3 minutes)

6:57 P.M. FLOOD

5. Presentation from Small Business Administration (10 minutes)
6. Consider approving agreement for library use of space in Masonic Temple, 22 Pearl St. (3 minutes)
7. Report on federally required substantial damage determination process (12 minutes)
8. Consider waiving first tax installment penalties and interest for flooded properties (8 minutes)
9. Review FEMA cost recovery (12 minutes)
10. Consider reassigning clean-up, repair and cost recovery of the lower storage building to the village (3 minutes)

7:45 P.M. COMMITTEES, VOLUNTEERS AND COMMUNITY SUPPORT

11. Consider accepting resignation from Library Trustees (2 minutes)
12. Consider appointment to the Library Trustees (2 minutes)

7:49 P.M. ADMINISTRATOR'S REPORT

13. Consider approving joint purchase (Hyde Park) of wide format printer, copier, scanner (7 minutes)
14. Consider concept of adding Town of St. George to interlocal agreement for assessing (7 minutes)
15. Consider approving outdoor cultivation tier 2 cannabis license (10 minutes)
16. Consider approving engineering services agreement for industrial park/VEC stormwater project (5 minutes)
17. Consider approving engineering services agreement for scoping the Scribner covered bridge improvements and protections (5 minutes)
18. Consider approving agreement for FY24 municipal road general permit grant-in-aid (stormwater.) (5 minutes)
19. Report on Northern Border Regional Commission and Economic Development Administration grant applications (7 minutes)

8:35 P.M. EXECUTIVE SESSION & CLOSE

20. Executive session to discuss personnel

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 7, 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 – Per a member's request the minutes are not in this packet. The minutes were emailed to you from Donna on these dates and are on the Town website:

<u>Minutes</u>	<u>Email Date</u>
July 2	unknown, on website
July 10	July 14
July 13	July 14
July 17 (both sets)	July 24
July 21	July 27
July 31	August 3

Paper copies will be included in the packet given to you at the meeting. As always, you could vote on approving the entire list of minutes in one motion or breakdown the list to subsets.

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.

Treasurer's Report

4. Invoices, Warrant Approval – Please vote to approve the warrants
 - a) Errors and Omissions – Terri Sabens is planning to join the meeting. The E-n-O request is in the packet. It lists one property, the Lamoille County Mental Health Services. Terri proposes to reduce the assessed value by \$85,900 or about 25% of the original value. Terri could explain the reason for the reduction in assessed value.

If you are agreeable, vote to approve the Errors and Omissions list dated July 7, 2023.
 - b) Liquor License – Marsala Salsa Restaurant and Bar has applied for a Third-Class Restaurant/Bar License. The license is for the establishment at 21 Lower Main Street West. Information was provided by the DLC licensing system. Please vote on a motion to approve Marsala Salsa Restaurant and Bar's Third-Class Restaurant/Bar license.

Flood

5. S.B.A – James Accurso, a public affairs specialist with SBA, will attend. Mr. Accurso is representing the SBA in Lamoille, Chittenden and Addison counties. Information about SBA's

services, assistance is enclosed. Mr. Accurso wants to inform Johnson's homeowners, renters, business owners and non-profits about the Physical Damage loans available through September 12, 2023 and about the Economic Injury Disaster Loans available until April 15, 2024. No action is needed.

6. Library Temporary Space – Library Trustees may attend. The very brief space use agreement is enclosed. A week after the flood, the library moved its books to dry space in the basement of the Masonic Temple. Realizing it could be 4-6 months or more before the library could be re-occupied, the trustees discussed with the Masonic Temple how the library could operate out of the basement instead of simply storing books there. The Masonic Lodge asks that the library pay for utilities and heat. The trustees have information about utility costs. As stated at the special meeting Thursday evening, the expenses are minimal. The Temple usually is vacant and unused. The library's space in the basement can be closed off for heating purposes. The library's free internet service from Comcast can be transferred from the library to the temporary location.

Regarding insurance, PACIF has been informed the contents were moved to the Masonic Temple. We will add the Temple for liability insurance coverage.

Please vote to approve the library's temporary space use agreement with the Waterman Lodge #83 per the letter dated July 31, 2023.

7. Substantial Damage Determination – Howard Romero will attend. Many years ago the Town of Johnson decided to participate in the National Flood Insurance Program (NFIP) in order to give property owners the option of purchasing national flood insurance. A requirement of NFIP participation is completing a substantial damage determination (SDD) anytime a floodplain (term used is special flood hazard area – SFHA) property is damaged. The determination is based on estimated repair costs compared to assessed value of the structure. The Town's floodplain ordinance administrative officer (Howard Romero) is responsible for performing the inspections and making the SDD.

You more than likely know that next Wednesday night there will be a meeting about this process. Letters (about 55) were mailed to building owners in the SFHA. This morning Howard is meeting with Rebecca Pfeiffer the state's floodplain program manager to learn about the process, what the SDD means to owners, and to plan for the meeting.

The duty will require much time. Compensation and help for Howard should be considered. Due to a 2018 federal law, reimbursement for expenses in administering this requirement is available. It is known as 1206 reimbursement because that is the section of the federal law that established the funding.

Hear reports on this process, ask questions, and discuss paying for the inspections.

8. Taxes – Penalties, Waivers – No one is expected for this item. A question was asked about the Selectboard's authority to waive the penalties and interest on the first quarter tax payment for property owners impacted by the flood. I was asked to seek advice from the VLCT Municipal Assistance Center. Preliminarily, the attorney there (Cale) said he is not aware of any authority for the Selectboard to waive the penalties and interest. He did say it is a good thought and would look deeper into it. Maybe there will be a different answer Monday night.

Assuming the answer is there is no authority, you still could discuss the abatement process and informing owners of flooded property about it. The owners should know the tax bill could be reduced due to flood damage. If you think you can speak for the B.C.A. you could put out the word penalties and interest will be waived (taxes would still be due) if an owner needs more time to pay the first installment.

9. FEMA Cost Recovery – Ron Rodjenski will attend to give an update on preparations for seeking FEMA financial assistance. I'm sure there will be a host of other topics related to flood recovery expenses. At this time, I am not aware of any formal decisions needed.

Today, Ron, with my okay, submitted to UVM a request for drone services. The imagery captured by the drone could establish the limits of the 2023 flooding, which might be useful in the future. There is no charge for the service. If you object to getting this service in Johnson, let us know Monday night.

10. Lower Storage Building – During the joint T/V meeting on July 17 it was voted to have the Town handle the lower storage building clean up, repair (check furnace) and seek reimbursement. The Village learned from FEMA it would be much simpler for the Village, as the entity providing insurance, to seek FEMA reimbursement. The Village has no reluctance to handle this building matter. Because a motion about the Town handling this detail is in meeting minutes, it may be a good idea to acknowledge the change. Please vote to adopt a motion acknowledging advice that the Village should handle the lower storage building FEMA reimbursement and acknowledge the Village's offer to accept this responsibility.

Committees

11. Library Resignation – For personal reasons, Sabrina Rossi had to resign from the library board of trustees. Please vote to accept Sabrina Rossi's resignation from the library board of trustees per her email dated June 29, 2023.

12. Library Appointment – In June, the library sought applications for the board of trustees. After receiving Sabrina's resignation, the trustees re-read the applications. There were several viable candidates. The trustees recommend you appoint Kelly Van Dorn, who was a trustee in the past. Please vote to adopt a motion appointing Kelly Van Dorn to fill Sabrina Rossi's seat until the Town Meeting Day election in March 2024.

13. Map Copier, Printer – If additional information is available, Ron could remain at the meeting to help with this matter. Justin Mason requests Johnson and Hyde Park purchase a wide format copier, printer, scanner. Some information about the type of machine propped is in the packet. I believe costs would be shared equally. Plans at this time call for the printer to be housed in the Johnson office. Rosemary supports this purchase because she thinks it would be valuable to the clerk's office.

Justin was asked to get at least three price quotes. So far, he has reported prices for two machines from the same vendor. You could act on this purchase if the additional information is provided.

Plans were made to use the Building & Grounds reserve fund for this equipment purchase. Rosemary reports there is more than \$75,000 in the fund. The Hyde Park Selectboard meets Tuesday night. The hope was to complete the purchase agreement next week.

14. St. George – Again, Ron could hold over to help with this topic due to his previous involvement with the interlocal agreement. The Interlocal Agreement (minus job description) with Hyde Park is in the packet.

Justin works on the average eight hours per week for Johnson and eight hours per week for Hyde Park. Justin is working for St. George in a different role, but now the St. George Selectboard would like to hire him as its assessor through the Interlocal Agreement. If Johnson and Hyde Park agree to adding a new partner the I.A. would be amended to include St. George.

The addition of St. George increases the hours Justin would work as an assessor. Theoretically, he gains more experience working for another town. Increasing his hours would help retain him as an assessor, a position difficult to fill now. The downside of adding St. George is Rosemary's extra work billing a second town, and Justin's work hours would move closer to the threshold for having to provide benefits such as pension and more time off.

At the most, Monday night you could give conceptual approval. If you gave that approval the I.A. would be amended for your approval.

15. Cannabis License – Anthony Sorrentino from the family that will own the cannabis growing operation will attend. The applicant is New England Cannabis Partners d/b/a MothaPlant Alternatives. The license is titled an Outdoor Cultivation Tier 2. The Vermont Cannabis Control Board has approved the license pending your approval. The location cannot be disclosed. This is a new license; not a renewal like you did for Green Castle recently. The growing area would be fenced and accessible through a locked gate. The plant would be in a hoop (green) house. Surveillance cameras would be in place, all in compliance with CCB regulations.

If you are so inclined, you could adopt a motion approving VCCB application S-000003997, New England Cannabis Partners' Outdoor Cultivation Tier 2 license.

16. Stormwater Engineer – No one is expected for this item. Mumley Engineering's proposal is enclosed. The other proposal received was from DuBois & King of Randolph, VT. Mumley Engineering is the firm working with you on the industrial park. Their cost proposal is \$12,500. I asked and Mumley replied via email that there are no extra costs for survey work or for test pits. DuBois & King's cost estimate is \$54,875.

Mumley will start within two weeks of notice of award and will meet a November 5, 2023 deadline. Jon Varney at VEC said he has no preference for Mumley or DuBois & King.

Considering your experience with Mumley, their involvement with one-half of this public-private partnership project, their cost proposal and timeline I recommend you award the industrial park and VEC stormwater project design and permitting contract to Mumley Engineering.

17. Scribner Bridge – No one expected. This work pre-dates my service in Johnson. The first proposal from VHB of South Burlington was more than the grant for this study. The Town asked VHB to re-work the proposal and lower the price estimate. VHB made some revisions dropping the price slightly. The new cost estimate is \$36,926. VHB said they could start work as soon as late August or early September, depending on Town officials.

Please adopt a motion awarding the Scribner Bridge scoping study engineering agreement to VHB in the amount of \$36,926.

The first step in the study is a kick-off meeting of VHB, Town officials, LCPC staff, and VTrans. Would you designate the Town officials to serve as a steering committee for this job. The committee members would attend the kick-off and answer simple questions that may come from time to time. You could assign the Town Administrator and one Selectboard member to be the Town's eyes and ear during the study. FYI, there will be a public local concerns meeting later in the process.

18. VTrans Grant Agreement – Again, no one expected for this item. Johnson was awarded a grant of \$18,000 (80% of total) for FY '24's grant-in-aid (stormwater) work. The money reimburses the Town for performing state approved stormwater mitigation work in hydrologically connected segments of town roads. The possible work includes grading road shoulders, seeding and

mulching, installing stone check dams and stone-lining ditches. Most likely this work will be performed this fall and next spring.

The agreement is VTrans' standard which you have approved a number of times. The grant award detail page is enclosed for your reference. Please adopt a motion approving and authorizing the interim town administrator to sign grant agreement #GA0577 for FY '24's grant-in-aid from VTrans.

19. NBRC and EDA Applications – Beth will give a report on these two applications that would help fund the industrial park development.

Please call or email if you have any questions.











Form PVR-4261-E

ERRORS AND OMISSIONS CERTIFICATE

The Board of Listers of the Town of JOHNSON are hereby supplying the following changes to the 2023 Grand List. Specifically:
(Year)


Owner LAMOILLE COUNTY MENTAL HEALTH SERV INC		SPAN 336-104-10628
Change From \$320,000	Change To \$234,100	Difference \$85,900
Reason THE NOTES IN THE CAMA SYSTEM STATED A 70% REDUCTION RATHER THAN THE INCOME APPROACH FOR QUALIFIED HOUSING		
Owner I AM CHANGING THE VALUE BACK TO THE QUALIFIED HOUSING AMOUNT PROVIDED		SPAN FROM THE 2020 REAPPRAISAL
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		
Owner		SPAN
Change From	Change To	Difference
Reason		

LISTERS/ASSESSOR AND SELECTBOARD

Signature of Lister/Assessor 	Date 7/7/2023	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date
Signature of Lister/Assessor 	Date	Signature of Selectboard/Alderman 	Date

TOWN CLERK

I, _____, town clerk of _____, certify receipt of these changes. This certificate will be attached to or recorded in the grand list of _____ for tax year _____.

Signature of Town Clerk 	Printed Name	Date
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32 V.S.A. § 4261. Correcting omission from grand list

When real or personal estate is omitted from the grand list by mistake, or an obvious error is found, the listers, with the approval of the Selectboard, before December 31, may supply such omissions or correct such errors and make a certificate thereon of the fact; provided, however, the listers may make a correction resulting from the filing or rescission of a homestead declaration without approval of the Selectboard.

MUST BE ATTACHED TO THE FINAL GRAND LIST FILED WITH THE TOWN CLERK.



Disaster Field Operations Center East

Release Date: July 21, 2023

Contact: Michael Lampton (404) 331-0333

Michael.Lampton@sba.gov

Release Number: 23-567, VT 18016/18017

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SBA Adds More Counties to Vermont Disaster Declaration and Opens a Business Recovery Center in Morrisville

ATLANTA – The [U.S. Small Business Administration \(SBA\)](#) announced today the opening of a business recovery center and the addition of three more Vermont counties to the disaster declaration for severe storms and flooding that began on July 7. Vermont businesses and residents in **Caledonia**, **Essex** and **Orange** counties are now eligible to apply for SBA’s low-interest disaster loan program. The Business Recovery Center (BRC) in **Lamoille County** will open at 8 a.m. on **Sunday, July 23**, at the **Lamoille County Agriculture Building** in Morrisville.

The disaster declaration covers **Caledonia**, Chittenden, Lamoille, **Orange**, Rutland, Washington, Windham, and Windsor counties in **Vermont** which are eligible for both Physical and Economic Injury Disaster Loans from the SBA. Small businesses and most private nonprofit organizations in the following adjacent counties are eligible to apply only for SBA Economic Injury Disaster Loans (EIDLs): Addison, Bennington, **Essex**, Franklin, Grand Isle, and Orleans in **Vermont**; Franklin in **Massachusetts**; Cheshire, Grafton, and Sullivan in **New Hampshire**; and Clinton, Essex, and Washington in **New York**.

Disaster survivors with insurance should not wait for their settlement before applying to the SBA. The SBA can make a loan for the total loss and use insurance proceeds to reduce or repay the loan.

SBA’s friendly Customer Service Representatives can answer questions about the Disaster Loan Program, assist survivors with inputting their application, and upload documents. The BRCs are open as indicated below:

<u>Business Recovery Center</u>	<u>Business Recovery Center</u>
<p>Lamoille County</p> <p>The Lamoille County Agriculture Building <u>29 Sunset Drive</u> Morrisville, VT 05661</p> <p>Opening: Sunday, July 23, 8 a.m. to 5 p.m. Hours: Monday to Sunday, 8 a.m. to 5 p.m.</p>	<p>Washington County</p> <p>Vermont Chamber of Commerce <u>751 Granger Road</u> Berlin, VT 05641</p> <p>Hours: Monday to Sunday, 8 a.m. to 5 p.m.</p>

Business Recovery Center

Windsor County

Engel & Völkers Okemo Building
126 Main Street
Ludlow, VT 05149

Hours: Monday to Sunday, 8 a.m. to 5 p.m.

Businesses and private nonprofit organizations of any size may borrow up to \$2 million to repair or replace disaster-damaged or destroyed real estate, machinery and equipment, inventory, and other business assets.

For small businesses, small agricultural cooperatives, small businesses engaged in aquaculture and most private nonprofit organizations, the SBA offers Economic Injury Disaster Loans (EIDLs) to help meet working capital needs caused by the disaster. Economic Injury Disaster Loan assistance is available regardless of whether the business suffered any physical property damage.

Disaster loans up to \$200,000 are available to homeowners to repair or replace disaster-damaged or destroyed real estate. Homeowners and renters are eligible for up to \$40,000 to repair or replace disaster-damaged or destroyed personal property.

Interest rates are as low as **4** percent for businesses, **2.375** percent for nonprofit organizations, and **2.5** percent for homeowners and renters, with terms up to 30 years. Loan amounts and terms are set by the SBA and are based on each applicant's financial condition.

Applicants may apply via SBA's secure website at <https://disasterloanassistance.sba.gov/ela/s/> and should apply under SBA declaration # **18016**.

To be considered for all forms of disaster assistance, applicants should register online at DisasterAssistance.gov or download the FEMA mobile app or call the FEMA toll-free helpline at 800-621-3362 or 7-1-1 to access telecommunications relay services.

Disaster loan information and application forms can be obtained by calling the SBA's Customer Service Center at 800-659-2955 (dial 7-1-1 to access telecommunications relay services) or sending an email to DisasterCustomerService@sba.gov. Loan applications can be downloaded from sba.gov/disaster. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

The filing deadline to return applications for physical property damage is **Sept. 12, 2023**. The deadline to return economic injury applications is **April 15, 2024**.

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About the U.S. Small Business Administration

The U.S. Small Business Administration helps power the American dream of business ownership. As the only go-to resource and voice for small businesses backed by the strength of the federal government, the SBA empowers entrepreneurs and small business owners with the resources and support they need to start, grow or expand their businesses, or recover from a declared disaster. It delivers services through an extensive network of SBA field offices and partnerships with public and private organizations. To learn more, visit www.sba.gov.



Disaster Field Operations Center East

Release Date: July 21, 2023

Contact: Michael Lampton (404) 331-0333

Michael.Lampton@sba.gov

Release Number: 23-567, VT 18016/18017

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SBA Adds More Counties to Vermont Disaster Declaration and Opens a Business Recovery Center in Morrisville

ATLANTA – The [U.S. Small Business Administration \(SBA\)](#) announced today the opening of a business recovery center and the addition of three more Vermont counties to the disaster declaration for severe storms and flooding that began on July 7. Vermont businesses and residents in **Caledonia, Essex and Orange** counties are now eligible to apply for SBA’s low-interest disaster loan program. The Business Recovery Center (BRC) in **Lamoille County** will open at 8 a.m. on **Sunday, July 23**, at the **Lamoille County Agriculture Building** in Morrisville.

The disaster declaration covers **Caledonia**, Chittenden, Lamoille, **Orange**, Rutland, Washington, Windham, and Windsor counties in **Vermont** which are eligible for both Physical and Economic Injury Disaster Loans from the SBA. Small businesses and most private nonprofit organizations in the following adjacent counties are eligible to apply only for SBA Economic Injury Disaster Loans (EIDLs): Addison, Bennington, **Essex**, Franklin, Grand Isle, and Orleans in **Vermont**; Franklin in **Massachusetts**; Cheshire, Grafton, and Sullivan in **New Hampshire**; and Clinton, Essex, and Washington in **New York**.

Disaster survivors with insurance should not wait for their settlement before applying to the SBA. The SBA can make a loan for the total loss and use insurance proceeds to reduce or repay the loan.

SBA’s friendly Customer Service Representatives can answer questions about the Disaster Loan Program, assist survivors with inputting their application, and upload documents. The BRCs are open as indicated below:

<u>Business Recovery Center</u>	<u>Business Recovery Center</u>
<p>Lamoille County</p> <p>The Lamoille County Agriculture Building <u>29 Sunset Drive</u> Morrisville, VT 05661</p> <p>Opening: Sunday, July 23, 8 a.m. to 5 p.m. Hours: Monday to Sunday, 8 a.m. to 5 p.m.</p>	<p>Washington County</p> <p>Vermont Chamber of Commerce <u>751 Granger Road</u> Berlin, VT 05641</p> <p>Hours: Monday to Sunday, 8 a.m. to 5 p.m.</p>



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

VERMONT Declaration 18016 & 18017 (Disaster: VT-00046)

Incident: SEVERE STORMS, FLOODING, LANDSLIDES, AND MUDSLIDES

occurring: July 7, 2023 & continuing

in the Vermont counties of: **Caledonia, Chittenden, Lamoille, Orange, Rutland, Washington, Windham, and Windsor**; for economic injury only in the contiguous Vermont counties of: **Addison, Bennington, Essex, Franklin, Grand Isle, and Orleans**; for economic injury only in the contiguous Massachusetts County of: **Franklin**; for economic injury only in the contiguous New Hampshire counties of: **Cheshire, Grafton, and Sullivan**; and for economic injury only in the contiguous New York counties of: **Clinton, Essex, and Washington**

Application Filing Deadlines:

Physical Damage: September 12, 2023 Economic Injury: April 15, 2024

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- **Business Physical Disaster Loans** – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- **Economic Injury Disaster Loans (EIDL)** – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- **Home Disaster Loans** – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- **Credit History** – Applicants must have a credit history acceptable to SBA.
- **Repayment** – Applicants must show the ability to repay all loans.
- **Collateral** – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.500%	5.000%
Business Loans	4.000%	8.000%
Non-Profit Organizations	2.375%	2.375%

Economic Injury Loans

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	3.375%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- **Businesses** – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- **Homes** – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloanassistance.sba.gov/ela>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.



U.S. Small Business
Administration

DISASTER ASSISTANCE
Businesses Homeowners Renters Nonprofits

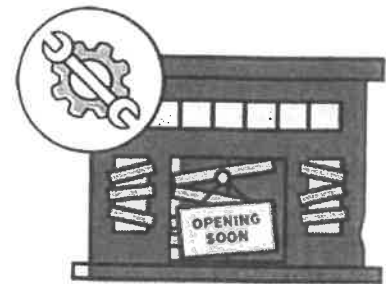
SBA Disaster Loans Available for Businesses in Vermont

What you need to know to apply for a Business Disaster Loan

Scan the QR Code to
the right to apply for
an SBA disaster loan



- Contact information for all applicants
- Social Security numbers and Employer Identification Numbers (EIN) for all applicants/owners
- Financial information (e.g., income, account balances and monthly expenses)
- Information about your deed or lease
- Insurance information, if available



Benefits of an SBA Disaster Loan

- Fixed interest rate as low as 4% for businesses, 2.375% for nonprofits
- Borrowers have no payments until one year from the date of the note
- Interest will not accrue until 12 months from the date of the first disbursement
- No collateral up to \$25,000
- No cost to apply
- Funds available to rebuild stronger (**Mitigation**)
- Up to \$2 million loan for businesses and nonprofit organizations

The Application Process



Apply

Go to disasterloanassistance.sba.gov
or Call (800) 659-2955 or (TTY) 7-1-1 to
request an application.



Review

After an initial credit check, a loss
verifier estimates the total cost to repair
or replace your damaged property. A
loan officer reviews the application and
guides you through the process.



Decide

You will be contacted with a loan
decision. If approved, a case manager
will assist with closing the loan and
scheduling disbursements.

Waterman Lodge #83
22 Pearl Street
Johnson, Vermont 05656

July 31, 2023

Johnson Public Library
PO Box 601
7 Library St
Johnson, Vermont 05656

Dear Johnson Public Library Trustees,

The Waterman Lodge #83 is pleased to offer the use of the first floor of the Masonic Temple to the Johnson Public Library to house a temporary library while their building is being restored. We ask that the library pay insurance, electric, water/sewer, internet and heat while using the space.

This is a similar relationship we had with the Johnson Historical Society back in 2007/2008.

Sincerely yours,

Jessie Wisner, Master

Stephen Engel, Secretary

RECOMMENDED USHERWOOD SOLUTION

TA-20



PROPOSAL BENEFITS

❖ Canon TA-20 MFP L24ei System

5 Color Pigmented Ink for Long Lasting Prints / 130ml or 300 ml Ink Tanks

144 Prints per Hour

Holds a 150' Roll of Paper for Media Savings

55 ML Ink Tanks

MFP System- Copy 24" Wide in Color or B/W

MFP System- Scan to USB or PC Location

Scan to PDF, TIFF or JPEG

Includes: Delivery, Installation, Training, Driver Installation and One Year Warranty

Usherwood is a Family run business vs. major corporation.

Supplies: supplies@usherwood.com

One Year Onsite Warranty

INVESTMENT BENEFITS

Current Equipment Expense

Outsource for Blueprints

In-House will Save Time and Money



Usherwood Investment

Canon TA-20 MFP with L24ei Scanner-Copier-Printer

OUTRIGHT PURCHASE IS \$ 4,250.00

36 Month Lease To Own is \$ 155.55 a MONTH

60 Month Lease To Own is \$ 102.43 a MONTH

36 Month FMV IS \$ 138.13 a MONTH

- 60 Month FMV is \$ 91.80 a MONTH

One Year Onsite Warranty

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

**Approval of Interlocal Agreement
for Shared Services**

February 22nd, 2023

Selectboards
Town of Hyde Park
Town of Johnson

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. 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.

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

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 Town of Johnson [Hyde Park voted separately] Interlocal Agreement for Shared Assessor Services serving both municipalities for the term of February 22nd, 2023 through June 30, 2024; and

Be it further resolved, Selectboard Chair, Beth Foy is authorized to sign the interlocal contract on behalf of the town.

Respectfully submitted,

Towns Committee Members

Attachment 1

INTERLOCAL AGREEMENT FOR SHARED ASSESSOR SERVICES
FOR THE PERIOD February 22nd, 2023 THROUGH June 30th 2024

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. 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 a majority of the selectboards.

WHEREAS, Town of Johnson, VT, Lamoille County ("Johnson") and Town of Hyde Park, VT, Lamoille County ("Hyde Park" and together with Johnson and any other municipality that may later become a party to this agreement, the "Towns") desire to enter into this interlocal contract (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 Within 30 days of being hired by Johnson, the Assessors shall prepare and transmit to the Towns' selectboards a detailed schedule for delivery of documents to comply with VT PVR deadlines through the calendar year 2023 and to correct any deficiencies in and submit any outstanding reports and filings as required.
- 1.4 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, Beth Foy, Town of Johnson Chair [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: [Signature] Date: 3/07/23
Name and Title:

WITNESSED: [Signature] Date: 3/07/23
Name and Title:

IN WITNESS WHEREOF, BRIAN A. SHACKETT Chair Selectboard [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: [Signature] Chair Hyde Park Date: 3/6/23
Name and Title: Select Board

WITNESSED: [Signature] H.P. Town Date: 3/6/23
Name and Title: Administration

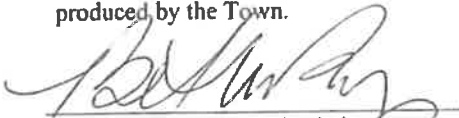
Attachment A
Town of Hyde Park and Town of Johnson, Vt.

The Towns of Hyde Park and Johnson 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 each town will require an average of 8 hours per week on an annual basis for both the Assessor-Level I position and the Assessor Level II-Supervisory position.
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 I, that employee, at the sole discretion of the Town of Johnson (but in consultation with the Town of Hyde Park), 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 I 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 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 both towns are over 40 then both pay their own overtime hours.
 - c. If both towns are under but combination is over 40, then the amount of overtime is proportionately charged to each town. For example, Town A has 20 hours and Town B has 30 hours - the 10 hours of overtime costs are assessed at 20/50 (40%) to Town A and 30/50 (60%) to Town B.
 - 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 for Johnson's costs associated with compensating said employees for those costs attributable to Hyde Park. These costs include (but may not be limited to) hourly rate, any stipends or additional payments, mileage, FICA, Unemployment and Workers Comp Insurance and a flat fee for administration of \$25.00 per pay period.
8. The Town of Hyde Park agrees to reimburse the Town of Johnson for its reasonable expenses in a timely manner following receipt of the Johnson invoice, such invoice to be itemized or supported by payroll records normally produced by the Town.


Town of Johnson authorized signature

Date: 3/10/2023


Town of Hyde Park authorized signature

Date: 3/16/2023



Civil Engineers • Land Use Planners

June 16th, 2023

Town of Johnson
P.O. Box 383
Johnson, VT 05656
tojadministrator@townofjohnson.com
jvarney@vermontelectric.coop

**Subject: Proposal for Engineering Services - Stormwater Design & Permitting
Town of Johnson / Vermont Electric Cooperative RFP
VT Route 15, Johnson, Vermont**

Dear Town of Johnson Selectboard,

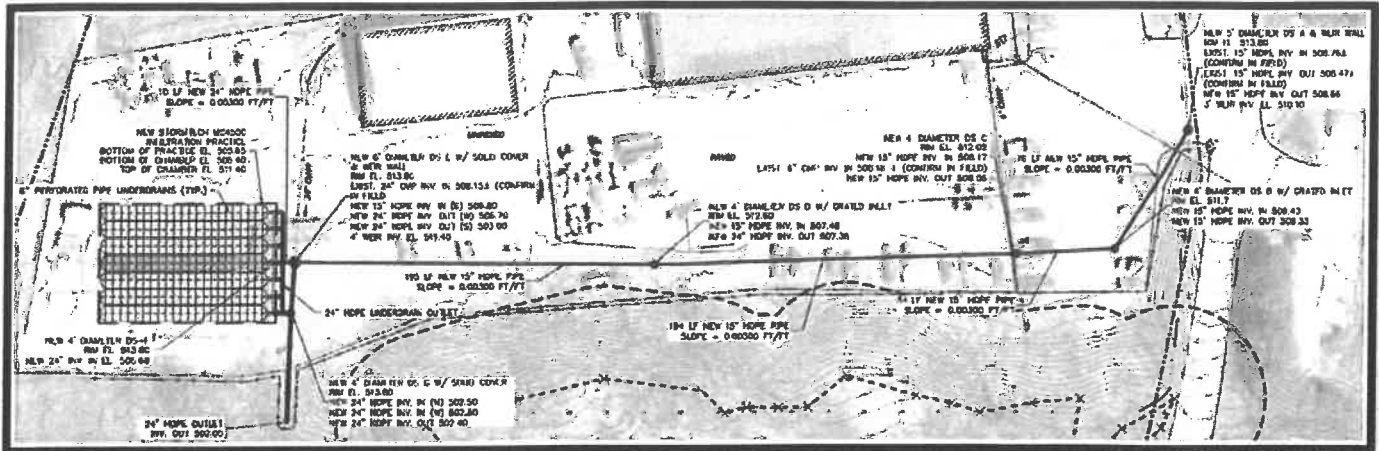
Thank you for this opportunity. We understand that the Town of Johnson solicits an engineering design proposal from qualified firms to provide a design for construction of a stormwater treatment system meeting the requirements of the 2017 Vermont Stormwater Management Manual and General Permit 3-9050. The project is to provide stormwater treatment for the Vermont Electric Cooperative 3-acre site at 42 Wescom Road, as well as for the future Town of Johnson Industrial Park that will be located across Rte. 15.

Mumley Engineering, Inc. is in a unique position to provide the most effective level of services as we are the selected engineering firm to complete the final design and permitting for the Town of Johnson Industrial Park, which will play an integral role with this project on the property of Vermont Electric Coop.

Project Overview

The construction of a stormwater treatment system will be located on Vermont Electric Co-op (VEC) property located at 42 Wescom road. The VEC facility consists of an office building, warehouse and garage, paved parking area, and an unpaved storage yard in Johnson (SPAN# 336-104-11151). The Town of Johnson has conceptual plans for a light industrial park across Route 15 from the VEC property (SPAN #336-104-10558), which are the 30% Concept Design plans by Watershed Consultants.

This project encompasses design for construction of a stormwater treatment system meeting the requirements of the 2017 Vermont Stormwater Management Manual and General Permit 3-9050 to treat the 3- acre site as well as provide the stormwater water quality (WQv) treatment requirement of the future industrial park. The Town is responsible for meeting additional stormwater permit requirements at their own cost and on the municipal property. A diversion structure is proposed to divert stormwater runoff for treatment during the 1" storm.



Overall Total Area Managed (acres)	Overall Impervious Area Managed (acres)	3-Acre Site Total Impervious Area (acres)	3-Acre Site Impervious Area Managed (acres)	*Phosphorus Load (kg/yr)	*Project Phosphorus Removal Efficiency (%)	*Phosphorus Reduction (kg/yr)	*Cost per kg Reduced Phosphorus Annually (\$/kg)
22.26	8.99	3.37	3.37	13.26	42%	5.60	\$ 5,962

• This conceptual design features an underground chamber sand filter system constructed at the Vermont Electric Coop (VEC) to treat stormwater runoff from VEC and VT Route 15. VEC is a "3-acre site" and is required to obtain permit coverage under General Permit 3-9050.
 • The project treats runoff from the 0.5" storm event from 100% of the Vermont Electric Coop's impervious surface and meets the 3-Acre Permit redevelopment standard for the site under 3-9050.
 • The project is sized to accommodate runoff from the 1" storm from a proposed commercial development planned for north of VT Route 15 with no stormwater controls and includes a diversion structure to allow runoff from larger storms to bypass the system.
 • A total implemented cost estimate of \$823,500 was developed by Hoyle, Tanner & Associates, Inc.

*from the Agency of Natural Resources Stormwater Treatment Practice Calculator
 *Analysis does not include costs associated with final and construction engineering

Statement of Need

The Vermont Clean Water Act of 2015, and the Lake Champlain Total Maximum Daily Loads (TMDLs) identify the need to address phosphorus in stormwater runoff from existing developed lands, specifically "three-acre sites," in order to meet the phosphorus targets in the TMDLs. This project assists a "three-acre site."

Population Served

The project addresses stormwater runoff from approximately 3.4 acres of impervious surface of the Vermont Electric Co-op and the future Johnson Industrial Park located across the road. This site was chosen because it will address current and future runoff and flooding issues on both public and private land. This project is entitled "Public-Private Partnership Project Construction -Johnson- VT Electric Coop" and has been selected to receive funding in conjunction with the American Rescue Plan Act (ARPA) Three-Acre Stormwater Program. This project also presents an opportunity for the Town to work with VEC, a prominent business in the community. This partnership will reduce runoff from town roads at an estimated phosphorus reduction of 5.60 kg/yr correlating to a cost savings of \$5,962 per year. The stormwater runoff addressed by this project serves to lessen the environmental impacts this community faces.

Scope of Work

Mumley Engineering, Inc. will provide engineering services to design the stormwater system for future construction of the project that meets the requirements described in the RFP and in-part based on the 30% concept design by Watershed Consultants.

Phase 1 – Conceptual Planning

1. Utilize available survey data provided by the client as well as existing State parcel information, LiDAR-based contours, and aerial imagery to compile an existing conditions plan in order to analyze the property for best options of development.
2. Conduct an initial site visit.
3. Review natural resource maps for determination of environmental considerations
4. Coordinate with Vermont Electric Cooperative and the Town of Johnson regarding site design and construction considerations
5. Development of multiple site configurations with back-and-forth revisions, as appropriate

Phase 2 – Site Plan Design & Engineering

1. Design and engineering of the following site facilities and characteristics, in accordance with local and State requirements:
 - a) Site layout and grading of the site and stormwater system
 - b) Stormwater management design & calculations for runoff collection and treatment
 - i. Includes on-site for test pits and infiltration testing
 - c) Erosion Prevention and Sediment Control measures
 - d) Various construction and installation details and specifications
2. Prepare a site plan illustrating property lines, driveways, roadways, parking, grading, stormwater management, and utilities. The final plan set package will include the following:
 - a) Existing Conditions Plan
 - b) Proposed Site Plan
 - c) Stormwater Management Plan Details
 - d) Erosion Prevention and Sediment Control Plan
 - e) Details

Phase 3 – Permitting

1. State of Vermont – Stormwater 9050 Operational Discharge Permit
 - a. Prepare and submit an application to the State Stormwater Program for a Stormwater Discharges General Permit 9050, including all associated Narrative, Workbook, Worksheet, and Plan documents.

Phase 4 – Bidding & Construction

1. Finalize plans for "construction-ready"
2. Support for construction bidding
3. On-going support during construction activities, including inspection and certification of water and sewer lines

This proposal excludes the following:

- a. Boundary and Topographic Surveying
- b. Architectural, Geotechnical, or Structural Engineering services
- c. Wetlands permitting (assumed not to be required)
- d. Permit application fees


ESTIMATED FEES

Phase 1: Conceptual Planning.....	\$ 2,500
Phase 3: Site Design & Engineering.....	\$ 5,000
Phase 3: Permitting	\$ 3,500
Phase 4: Bidding & Construction	<u>\$ 1,500</u>
Total Estimated Fees.....	\$ 12,500

The above costs are estimated, based on an assumed scope of work; the actual project costs will be based on our current charge rate schedule for actual hours expended. Any work considered extra work or additional services not included in this proposal will be billed at an hourly rate, if it becomes necessary. Invoices will be sent bi-monthly, due and payable in thirty (30) days and should be current at the time of submission to local and State authorities.

We look forward to working with you towards a successful project. If you have any questions, please do not hesitate to contact me.

Sincerely,
Mumley Engineering, Inc.


Tyler Mumley, P.E.

TOJ Administrator-Shared Mailbox

From: Tyler Mumley <tyler@mumleyinc.com>
Sent: Wednesday, July 12, 2023 5:12 PM
To: TOJ Administrator-Shared Mailbox
Subject: RE: Co-op stormwater RFP

Hi Carl,

I hope you are well and that you and others are surviving. It has been shocking to see the flooding and I can only imagine the devastation that people are dealing with. Please let me know if there is anything we can do to help.

Here you are responses for you:

1. When would Mumley start work on the proposed contract? How long do you anticipate it will take to complete your 4 phases?
 - a. We could start within 2 weeks of getting the green light.
 - b. I expect it would take up to 3 months to complete the design & engineering as well as submit the State SW permit application.
 - i. Note: VEC's current "Initial NOI" for permit 8580-9050 expires 11-5-23, so we just need to get the "Final NOI" submitted prior to that date
 - ii. Note: our timeline can be expedited if necessary.
 - c. The State's timeline for review/approval is a difficult to know and could be 2 to 6 months.
2. Phase 2, Step 2 references property lines, existing features and grading. On page 4 the proposal states this proposal excludes boundary and topographic surveying. Does your proposal anticipate the Town will provide this information?
 - a. We would ask the Town and VEC for any information they have such as past surveys or site plans. But otherwise, site information is available from the State – see image below.
 - b. If a site walk reveals that the State's data is possibly incorrect, then we may need to conduct a topographic survey, as necessary.
 - c. It is assumed that we are not getting close enough to any property lines with the work that knowing the precise location of property lines is critical.
3. Phase 2, Step 1 references test pits and infiltration testing. Does your estimated fee for Site Design and Engineering (Phase 2) include this test pit and testing work (expenses), or is that an additional cost?
 - a. Those costs are included in the proposal.
 - b. If the Town or VEC has a mini-excavator available for digging holes, that would be great, otherwise we will line one up and cover the costs.

Please let me know any follow-up questions or comments. Thanks again for the opportunity.

Thank You,
Tyler

802-881-6314
tyler@mumleyinc.com

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GA0577 ² Original Amendment # _____

³ Grant Title: Grants in Aid - FY24 ⁵ Amount Awarded This Action: \$18,000.00 ⁶ Total Award Amount: \$18,000.00

⁴ Amount Previously Awarded: \$0.00 ⁹ Subrecipient Award: YES NO

⁷ Award Start Date: Jul 01, 2023 ⁸ Award End Date: Sep 30, 2024

¹⁰ Vendor #: 0000040302 ¹¹ Grantee Name: Town of Johnson

¹² Grantee Address: 293 Lower Main West ¹⁴ State: VT ¹⁵ Zip Code: 05656

¹³ City: Johnson ¹⁷ Business Unit: 08100

¹⁶ State Granting Agency: Vermont Agency of Transportation Description: 20% Required Match

¹⁸ Performance Measures: YES NO ¹⁹ Match/In-Kind: \$ \$4,500.00

²⁰ If this action is an amendment, the following is amended:
 Amount: Funding Allocation: Performance Period: Scope of Work: Other:

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: DVFTTG78J188 ²² Indirect Rate: N/A % (Approved rate or de minimis 10%) ²³ FFATA: YES NO

²⁴ Grantee Fiscal Year End Month (MM format): 06 ²⁵ R&D:

²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$18,000.00	\$18,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	Required Federal Award Information		
					³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
	³⁹ Federal Awarding Agency:						\$0.00
	Federal Awarding Agency:						\$0.00
	Federal Awarding Agency:						\$0.00
	Federal Awarding Agency:						\$0.00
Total Awarded - All Funds		\$0.00	\$18,000.00	\$18,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Ross Gouin
 TITLE: Grants in Aid Project Coordinator
 PHONE: Cell (802) 595 - 2381
 EMAIL: ross.gouin@vermont.gov

GRANTEE

NAME: Jason Whitehill
 TITLE: Public Works
 PHONE: Office: (802) 635 - 7727
 EMAIL: publicworks@townofjohnson.com