

Town of Johnson
Selectboard Meeting Agenda
The Ellsworth Room, Second Floor Willey Library
Vermont State University – Johnson
337 College Hill Road
Monday, September 11, 2023; 6:30 pm

1. Call to order and meeting kick-off (5 minutes)
 - a. Introduce new Town Administrator
2. Consider additions or adjustments and approving agenda (3 minutes)
3. Review invoices and orders (5 minutes)
4. Consider approving August 21 and 28 meeting minutes (5 minutes)
5. Selectboard issues/concerns (3 minutes)
6. Consider approving bills, warrants and licenses and any other actions (10 minutes)
 - a. Catering permit for Sodexo Vermont Inc. on Sept. 16 at VSU-Johnson
 - b. Tobacco license for River Valley Store
 - c. Tobacco license for THC Sisters LLC
 - d. Tobacco Substitute Endorsement for THC Sisters LLC
7. Consider approving planned purchases (7 minutes)
 - a. Additional Zoom licenses
 - b. Cleaning Johnson Library heating ducts
8. Discussion about kenneling service for animal control officers' use (20 minutes)
9. Consider approving assessor's Errors and Omissions List dated Sept. 5, 2023 (5 minutes)
10. Consider approving quote for winter road salt (5 minutes)
11. Consider approving energy procurement/broker agreement (7 minutes)
12. Consider setting amount of Form Based Code permit application fee. (7 minutes)
13. Consider appointment to Green Mountain Byway Committee and discuss Johnson's destinations/points of interest to be listed on GMB Committee's website (15 minutes)
14. Discuss hold-harmless agreement with Village (possible executive session item) (15 minutes)
15. Discuss municipal building flood repairs (30 minutes)
16. Discuss Use of ARPA funds – adding to budget
17. Executive session, if needed
18. 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, September 11, 2023

1a. Introduction – Your time to introduce the new Town Administrator and tell the public about his background.

2. 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).

4. Minutes – The August 21 meeting minutes were emailed to you from Donna on August 27 at 2:25 am. The August 28 minutes were emailed to you on September 2 at 11:44 pm. Hard copies will be distributed at the meeting. Vote to approve both sets of minutes with one motion or two.

5. 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.

6. Bills, Warrants – Please vote to approve the accounts payable and payroll warrants. There will be many warrants again next week.

6a. Rosemary received these four notices from the state Division of Liquor Control. The emails state the DLC must receive notice of local approval before the DLC will consider approving the applications.

Catering for VSU-Johnson – Please vote to approve Sodexo Vermont Inc.'s permit application 31800 to cater a reunion event on the Quad lawn on September 16 from noon to 6:00 pm. The state application information indicated 100 people are expected.

6b. Tobacco – River Valley Store – Please vote to approve River Valley Store's, 4495 VT Route 100C, tobacco license, application 31221.

6c. Tobacco – THC Sisters – Please vote to approve THC Sisters LLC's, 50 Lower Main West, tobacco license, application 31608.

6d. Tobacco Substitute – THC Sisters – Please vote to approve THC Sisters LLC's tobacco substitute endorsement, application 31440.

7. Planned Purchases

7a. Zoom Licenses – Apparently the Town has one Zoom license. Some nights, like Monday the 11th, there is more than one Town meeting at which a Zoom connection is needed. Beth suggests buying two or three additional Zoom licenses. She thinks the licenses are \$150 per year per license. Discuss how many additional licenses you would like to have then vote to approve purchasing those Zoom licenses.

7b. Library Heating Ducts – Enclosed is a copy of Brosseau Fuels' cost proposal for cleaning the heating ducts. This work is proposed to remove silt that may have seeped into the ducts when the Library basement was flooded. The ducts should be cleaned before the heat needs to be turned on this fall. Brosseau is the Library's heating system maintenance provider.

Please approve Brosseau's \$1,200 Library building duct cleaning proposal.

8. Kenneling – Dean Locke will attend. Animal Control Officer Crystal Earle also may attend. Dean would like to inform you of a need that has developed. In the past a private kennel provided service for sheltering strays and dogs that needed to be quarantined. The new owners no longer will provide that service. Presently, Crystal is sheltering a dog that was relinquished to the Town. Other nearby towns are in the same situation as Johnson. The ACO's from several towns have met. A regional solution is viewed as a possibility. Until a solution is developed, there may be a temporary service in Stowe.

FYI, the ACO's need kenneling/sheltering service for strays and for dogs that have bitten someone. The dogs that have bitten must be quarantined. These stays could be for 10-14 days at a time. No action is expected.

9. Errors & Omissions – Justin's latest EnO is enclosed. The list dated September 5 adds one single family home to the Grand List. The increase to the Grand List is \$111,400.

Please vote to approve the assessor's Errors and Omissions list dated September 5, 2023 increasing the assessed value of parcel 260-130 by \$111,400. You will sign the list.

10. Salt – No one is expected. Two written quotes have been submitted. Compass Minerals' price quote is \$101.65 per ton. Cargill's quote is \$91.00 per ton. Cargill's distributor is Barrett Trucking out of Shelburne. In my prior experience we bought salt from Cargill many years and never had an issue with Barrett Trucking. I am not sure what Johnson's experience has been.

The quote/agreement states Johnson's estimated tonnage is 600 tons. The Town is not obligated to purchase a minimum amount of salt. The price quote is valid through May 31, 2024.

Please vote to accept and authorize signing of Cargill's Informal Quote Letter to purchase salt at the price of \$91 per ton delivered.

11. Fuel Broker Agreement – No one is expected. The agreement from Competitive Energy Services is attached. This matter was presented and discussed on June 5 and 14. The Selectboard (and Village Trustees) supported the idea of utilizing CES' services to secure annual fuel purchase contracts. The Town and Village are looking at diesel fuel, propane and heating oil contracts.

The agreement is for an indefinite term, however either party may terminate it with thirty (30) days notice.

The Town (and Village) have sole discretion to approve and sign a contract with a supplier. CES typically bills once per year. Their fees are shown on page 3. The Town is responsible for diesel and heating oil, per the attached usage history, Johnson would be a small liquid fuel user and be charged \$.045 per gallon purchased through a CES assisted supplier contract. Based on the usage history, the Town's fee would be \$1,253 for one year.

Please vote to approve the Client Representation/Energy Procurement Agreement with Competitive Energy Services and authorize the Town Administrator to sign it.

12. Form Based Code – A request for a building permit under the Form Based Code was turned in. I learned there is no application for a FBC permit. I am working on one now. I was told by office staff they didn't know about a FBC application fee, although the FBC document (see attachment) states the FBC Study Committee recommends a fee of \$25 to \$75. Eric Osgood told me he doesn't think the Selectboard set a fee for the FBC permit.

Please vote to set the Form Based Code application fee at \$xx. Your choice.

In June you voted to approve me as interim form based code administrative officer. The Planning Commission recommends an A.O. Please vote to request the Planning Commission make a

recommendation for appointment of an A.O. In the request to the Planning Commission you could suggest the Commission nominate the new Town Administrator.

13. Green Mountain Byway – No one expected. Enclosed is a list of destinations/points of interest, by town, for four categories or trails as the GMBByway refers to them. There are three matters under this topic.

1. Filling Johnson's representation on the GMB committee
2. The destinations/points of interest listed for Johnson
3. Installing GMB road signs

Johnson currently does not have a representative on the GMB Committee. When reviewing agenda items Beth noted this would be a good assignment for the CEDS. You could talk about that suggestion. If you agree, you could make the appointment when the CEDS is hired. Other possibilities are asking Johnson Works, Planning Commission, Beautification Committee or Rail Trail Committee for suggestions. The GMB Committee meets the second Wednesday of the month at 9:00 am. A Zoom connection option is offered.

Each town along the byway (includes Rte 15) may list three destinations/points of interest under each of the four categories or trails. Laura Parette, a GMB Committee organizer, told me she doesn't know who added Johnson's points of interest, but it might have been Liz who was with the VT Studio Center. For the meeting next week GMB is taking input on the points of interest in each Town. Do you want to adjust the list? Laura advised there are no criteria for selecting the points of interest. She said, "most towns chose places they know were attractive to visitors." An attraction does not need to be directly on the byway. The GMB Committee would like to have your input by the end of September.

Each Town was given Byway signs to post. First, do any of you know about these signs? Have the signs been installed and I haven't noticed them? Does someone have the signs waiting to install them?

14. Hold Harmless – This item is about the jointly owned garage and the Village's pending building project. This matter was discussed in June. Work was done but the flood interrupted completion. This agenda item was requested. Note, in June you discussed this matter in executive session. The agenda mentions you may wish to talk about this matter in executive session again.

15. Municipal Building Flood Repairs – The Library work is out to bid and bids are due September 15. Next are plans for the municipal building. What do you want to do with the building? Options range from repairing the building to its condition before the flood to planning to relocate the town offices. Between those two extremes you could leave the office on the ground floor and add mitigation improvements, and move the offices upstairs. Last time you discussed this I added hiring an architect to the list of options. Fall is approaching. Some work to protect the building will be needed for winter. Please discuss and set a course for research.

16. ARPA – At a board member's request, please discuss adding the ARPA money to the budget. This was a late request so no information is provided now. For the meeting we will try to collect info about the pros and cons of this option and correct actions(s).

OTHER NOTES:

- A Town/Village meeting is scheduled for Wednesday, September 13 at 6:00 pm. Location to be determined.
- Today I attended, via Zoom, a meeting about the Joe's Brook culvert (under Foote Brook Road) replacement. This project, I was told, has been in the works for a couple of years. The purpose is to improve the brook trout corridor (movement). A round culvert would be replaced with an arch plate culvert with gravel bottom. The project is let by the Conservation District. No Town dollar match is required. Implementation could be the end of 2024. Another meeting could be held in a month or two. The Town will get a better road culvert out of the project.
- The state is planning to offer another flood home debris pick up the end of next week.
- Several property owners have expressed interest in a buyout. VT Emergency Management is meeting with us (town reps) on Monday to talk about the program and possible buy-outs.
- There is another meeting on the 14th. This meeting is with reps from several state agencies. They are checking on flood recovery progress and needs in Johnson.

Do not hesitate to call or email me if you have any questions.

Old Business

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

PROPOSAL

Page # _____ of _____ pages

Brosseau Fuels

1441 VT 100 • PO BOX 267
HYDE PARK, VT 05655
(802) 888-9209



Proposal Submitted To: <u>Johnson Town Library</u>	Job Name: <u>Duct Cleaning</u>	Job #
Address: <u>7 Library St., Johnson VT</u>	Job Location	
	Date	Date of Plans
Phone #	Fax #	Architect

We hereby submit specifications and estimates for: Cleaning the existing ventilation system using HEPA filters. Air wash all ductwork, clean and reinstall all registers, thoroughly clean the airside of the furnace and blower wheel. All cleaning will bring the location up to standard.

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ one thousand two-hundred ⁰⁰/₁₀₀ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note – this proposal may be withdrawn by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Form PVR-4261-E ERRORS AND OMISSIONS CERTIFICATE



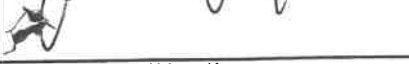







The Board of Listers of the Town of Johnson are hereby supplying the following changes to the 2023 Grand List. Specifically:
(Year)

Parcel ID: 260-130

Owner <u>Victoria Foster</u>	SPAN <u>336-104-1069A</u>	
Change From <u>52,300.⁰⁰</u>	Change To <u>163,700.⁰⁰</u>	Difference <u>+ 111,400.⁰⁰</u>
Reason <u>Single Family dwelling was built prior to April 1, 2023 and not added.</u>		
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	
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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		


Original
 Carl, Please add to the next SB agenda. Please let me know the date and agenda item time so I may attend if available.
 Thank you, Justin
 (listers email)

LISTERS/ASSESSOR AND SELECTBOARD

Signature of Lister/Assessor 	Date 9/5/2023	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.



Client Representation/Energy Procurement Agreement

This **AGREEMENT** is made effective as of the _____ day of _____, 2023 (“Effective Date”) by and between Competitive Energy Services, LLC, (“CES”), and _____, (“Client”), each a “Party” and together “Parties”.

WHEREAS, Client desires the assistance of CES in order to obtain [*check all that apply*]

Electricity Natural Gas Liquid Fuels

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CES and Client agree as follows:

1. Scope of Work

CES will perform the following Scope of Work:

- A. Obtain and review the energy consumption data provided by the Client and/or Client’s energy suppliers and utilities, following execution of any required Letters of Authorization (“LOA”). Client authorizes CES to execute, on Client’s behalf, LOAs required by energy suppliers or utility companies for the limited purpose of receiving Client’s historical energy consumption data. If an LOA executed by CES is not accepted by an energy supplier or utility company for any reason, CES will provide such LOA to Client for signature. CES will discuss future changes in Client’s operations and make modifications to historic consumption to account for such changes as appropriate. CES will represent the Client on its agreed upon energy purchases as Client’s exclusive agent.
- B. Interact with Client and Suppliers to:
 - i. Provide indicative pricing to the Client based upon CES’ experience in the market.
 - ii. Assist Client in establishing a list of Suppliers acceptable to the Client.
 - iii. Obtain indicative pricing and contract terms from Suppliers acceptable to the Client at the Client’s direction.
 - iv. Advise the Client regarding the price and other terms of any proposed contract for the Client.
 - v. Provide a business and financial review of the non-price terms and conditions of proposed contracts.
 - vi. Obtain executable pricing from Suppliers acceptable to the Client.

Client shall have sole discretion to determine whether to execute a contract for the supply of energy with any Supplier (“Contract”).

- C. CES will make itself available to the Client for the duration of the term of any Contract to advise and to provide assistance to the Client. The obligations set forth in this section shall otherwise survive the Term of this Agreement.
2. **Term.** The Term of this Agreement shall begin on the Effective Date and will continue until terminated by either Party upon 30 days written notice. The rights, duties, and responsibilities of the Parties hereto shall continue in full force until the expiration of the Term.

3. Compensation

- A. In the event that the Client executes a Contract during the Term, or during the 3 months following the Term, CES will receive compensation from the Supplier in accordance with the Compensation Schedule, attached hereto.
- B. If the Supplier does not collect the CES fee, Client agrees to pay CES the fee listed in the Compensation Schedule within 30 days of receiving an invoice from CES. For the avoidance of doubt, “Supplier” in this section may include the Local Distribution Utility if Client chooses Default Service or Standard Offer Service.
- C. In the event that the Client does not execute a Contract during the Term or during the 3 months after the Term, CES is entitled to no compensation either directly or indirectly from the Client, and neither Party will have further liability to the other.

CLIENT INITIALS: _____

4. Confidentiality.

- A. Each Party will keep in confidence (and not disclose) Confidential Information during the Term or during the 12 months immediately following the Term. Confidential Information includes the terms of this Agreement as well as any information exchanged that is identified by the disclosing Party as being confidential. Neither Party shall disclose Confidential Information to any third party (other than the Parties' and their affiliates' employees, lenders, counsel, consultants, or accountants who have agreed to keep such terms confidential), except in order to comply with any applicable law, order, regulation, or exchange rule. In the event such disclosure is ordered or required, the disclosing Party will notify the other Party as soon as reasonably able. The Parties will be entitled to all remedies at law or equity to enforce this confidentiality obligation.
- B. The provisions of this section will be subservient to the terms and conditions of any other confidentiality agreements entered into between the Parties. The obligations set forth in this section shall otherwise survive the Term of this Agreement.

5. No Joint Venture. CES and Client are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and CES or any employee or agent of CES.

6. No Consequential Damages. In no event, shall either CES or Client be liable to each other or any third party for any incidental, special, indirect, exemplary, or consequential damages, including but not limited to loss of use or loss of profits, whether foreseeable or not, occasioned by or arising out of CES' or Client's breach hereof or performance hereunder, delay in performance or any other cause whatsoever.

7. Exclusive Remedy. CES' and Client's sole obligation and exclusive remedy to each other, in the event of an alleged breach or defect in any service provided hereunder is the correction by that Party of such alleged breach or defect. If after repeated efforts that Party is unable to correct, or if that Party fails within reasonable time to attempt to correct and continues not to attempt to correct within (10) days of receipt from the other Party of written notice of such breach or defect, the other Party shall be entitled to terminate this Agreement and to recover actual damages in an amount not to exceed the amount of fees due and payable to CES by Supplier under this Agreement. Both Parties understand and agree that this exclusive remedy allocates risk of service defects between the Parties as authorized by applicable law.

8. Indemnification. CES and Client agree to indemnify and hold harmless each other from any claims, actions, or other proceedings and any losses, damages, or liabilities asserted by third parties in respect to personal injury or death to any person, or damage to any property arising out of or based upon any act or omission of the Parties in performance of this Agreement, but only to the extent that the indemnifying Party is negligent, or its action constitutes willful misconduct.

9. Miscellaneous. Any claim or controversy or claim arising out of or relating to this Agreement, or the formation or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws applicable to agreements made and to be performed within the state in which Client's facility is located, without regard to principles of Conflicts of Law. This Agreement shall be binding upon the Parties and their respective partners, affiliates, heirs, legal representatives, successors, and assigns. No portion of this Agreement or any right or obligation thereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by either Party without prior written consent of the other Party. This Agreement, together with the exhibits attached hereto and any written amendments thereof, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges and supersedes all prior discussions and writings with respect thereto. If any provision contained in this Agreement shall for any reason be held unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provisions in this Agreement; this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained.

IN WITNESS WHEREOF, the Parties hereto have caused this **AGREEMENT** to be executed as of the date first above written.

Agreed and accepted on behalf of
Competitive Energy Services, LLC

_____ (**Client**)

By: _____
Name: Andrew Price
Title: President & COO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

COMPENSATION SCHEDULE

Electricity Accounts:

The compensation for electricity accounts is based on the total electricity usage across all accounts over the past 12 months measured in KWh:

Customer Category	Category Range (12 Month Usage – KWhs)	Compensation (\$/KWh)
SMALL	Less than 500,000	\$0.00500
MEDIUM	500,001 to 2,000,000	\$0.003000
LARGE	2,000,001 to 10,000,000	\$0.00150
CUSTOM	Greater than 10,000,000	TBD

Natural Gas Accounts:

The compensation for natural gas accounts is based on the total usage of natural gas across all accounts over the past 12 months measured in Decatherms – Dths or MMBtus:

Customer Category	Category Range (12 Month Usage – dths)	Compensation (\$/dth)
SMALL	Less than 10,000	\$0.25000
MEDIUM	10,001 to 50,000	\$0.15000
LARGE and OTHER	50,001 to 100,000	\$0.10000
CUSTOM	100,001 and up	TBD

Liquid Fuel Accounts:

The compensation for liquid fuel is based on the total usage across all accounts over the past 12 months measured in gallons:

Customer Category	Category Range (12 Month Usage – gallons)	Compensation (\$/gallon)
SMALL	Less than 75,000	\$0.04500
MEDIUM	75,001 to 150,000	\$0.03000
LARGE	150,001 to 300,000	\$0.02500
CUSTOM	300,001 and up	TBD

CLIENT INITIALS: _____

Town of Johnson

#2 Heating Oil

<u>Building Name</u>	<u>Street Address</u>	<u>Tank Size</u>	<u>Auto Delivery</u>	<u>Est. # Gallons</u>
Town Garage	663 Railroad St.	275	Yes	3,975
Road Storage	780 Railroad St.	275	Yes	3,375
Old Mill House	661 Railroad St.	275	Yes	1,550
Johnson Public Library	7 Library St.	330	Yes	1,050
Historical Society	188 Lower Main – E	275	Yes	1,400

Diesel Fuel

<u>Location</u>	<u>Street Address</u>	<u>Tank Size</u>	<u>Auto Delivery</u>	<u>Est. # Gallons</u>
Town Garage	663 Railroad Street	1,000	Yes	16,500

Billing Address: Town of Johnson, P.O. Box 383, Johnson, VT 05656

- K. All onsite equipment needed for the customer's personal use to communicate with a wireless service.

Section 2.03 Application and Fee:

- A. To obtain a Permit the landowner, lease holder or an authorized agent, submits an application to the Administrative Officer on the Permit Application form.
- B. Required application fees, as set by the Select Board, also shall be submitted with each application. *(The FBCSC recommends a range of \$25.00-\$75.00.)*

Section 2.04 Application contents:

- A. The Permit application contains:
 - 1. A simple statement(s) of what the applicant is seeking approval for.
 - 2. The name of the applicant(s), property, property tax ID numbers.
 - 3. A reasonably detailed map (at least 8 ½" X 11"), to show:
 - a. The shape, dimensions, location of the lot noting principle relevant features, including existing structures, and lot boundary markings.
 - b. The shape, size, height and location of all structures to be erected, altered or moved.
 - c. The location of existing and proposed utilities and accesses (curb cuts, driveways and parking areas).
 - d. The location of any required setbacks, "build to" zones, existing permits and existing and proposed wells, well shields and septic fields.
 - e. The location of any existing or proposed easements.
 - f. Any additional requirements prescribed for the District where the property is located.
 - 4. A description of all existing development on the property.
 - 5. Any DRB action relating to the Permit application.
 - 6. The application fee.
- B. The Administrative Officer may reject the application if any of the required information is not provided. The Administrative Officer may waive any of the above requirements if the requested information is not relevant to what applicant is seeking approval for.

#

Trails (4) to be listed on the website with a corresponding map

Each town picks up to 3 locations/trail. Important to be inclusive (ADA, variety of ages, etc.). Each location needs a brief description (2-3 sentences).

①

- **Arts and Culture Trail (includes music):**
 - **CAMBRIDGE**
 - **MAIN STREET ART in Jeffersonville: Bryan Memorial Gallery**, founded by landscape artist Alden Bryan, is known as the go-to spot for the finest landscape art in New England, as well as contemporary artists. **Visions of Vermont** - Jane and Terry Shaw have made the arts in the Smugglers' Notch Area the centerpiece of their lives. Historic architecture meets the beauty of local landscapes.
 - **Silos/Jeffersonville Farmers & Artisans Market** - Silos painted to represent Vermont's heritage and future, are at the roundabout where Route 108 meets Route 15. Across the road from the Silos, Jeffersonville Farmers and Artisan Market hosts farmers, artisans, musicians, neighbors, and visitors, on Wednesdays, 4:30-7:30 from June TO September.
 - **Krusch Preserve** - An interpretive trail walk over hills, through woods and beside the Dragon Brook and Waterfall. An open meadow and a fern jungle are also part of the walk. On North Cambridge Road in Jeffersonville.
 - **HYDE PARK**
 - **Green River Reservoir State Park** - canoe and kayak to view loons, pristine shoreline with on-site parking and facilities.
 - **LVRT Trailhead Art** - Dan Gottsegen's colorful **Hyde Park Views** paintings on transparent glass installed on a railroad track-like structure; 75 Depot St Extension (Summer 2023)
 - **Hyde Park Opera House, Lanpher Memorial Library, Gihon Valley Hall** Seasonal events for all-ages are held at these locations in most months with plenty of parking nearby or on-site. All three are recently renovated historic buildings with their own unique history and architecture. Search online for event schedules or call ahead to schedule a tour. All locations are within easy reach by foot or car. All are handicap accessible.

• **JOHNSON**

Vermont Studio Center

Over the last 30 years, VSC has grown to become the largest international artists' and writers' residency program in the United States. Our mission is to provide studio residencies in an inclusive, international community, honoring creative work as the communication of spirit through form. The Red Mill Gallery hosts exhibits by staff,

trustees, community, and international artists whose full fellowship includes an exhibition component.

Dibden Center for the Arts/Northern Vermont University campus

Dibden houses an auditorium, practice rooms, classrooms, and the Julian Scott Memorial Gallery. It is host to a wide range of performing artists, dancers and musicians. An airy, light-filled contemporary gallery located off the main lobby of Dibden Center for the Arts, the Julian Scott Memorial Gallery is Northern Vermont University's main visual arts exhibit venue.

Tuesday Night Live

Tuesday Night Live is Johnson's free outdoor music concert. Starting after July 4th, every Tuesday evening Johnson's Legion Field is host to live music and food trucks. Family friendly 6-8:30pm.

- **MORRISTOWN**
- **Wednesday Night Live**
- Morrystown hosts Wednesday Night Live at Oxbow Park from mid-June to mid-August from 5:30-7:30pm. Free live music and food vendors. Please bring your chairs to these great free family events.
- **RocktoberFest** -Street festival featuring live bands, great food and lots of free events held the last Saturday in September. . Everything from pumpkin bowling to face painting, there is something for everything including the famous chair-art-able chair auction.
- **River Arts** -a beautiful arts center that included galleries, a pottery studio, large kitchen space and a gift shop featuring local artists. Classes and programs are available year-round as well as open clay studio time. "Arts for Everyone."

- **STOWE**
 - **The Current Art Center** – Formerly the Helen Day Art Center, provides year-round visual art exhibitions in its galleries, as well as its annual outdoor sculpture show, Exposed, throughout the village of Stowe each summer; public programs such as lectures, panels, and film screenings; and progressive and innovative arts education programs for all ages.

 - **Stowe History Museum** – Located next to The Current and the Stowe Free Library, the Stowe History Museum is the home of the Stowe Historical Society and houses a collection of artifacts, postcards, stereo-views and other photographs documenting the history of Stowe.

 - **Vermont Ski & Snowboard Museum** – Located on Main St., the museum has been dedicated to collecting, preserving and celebrating the rich history of skiing and riding in Vermont since 1988. The museum has preserved approximately 8,000 individual items, including about 275 pairs

of boots, 400 pairs of skis, 100 pairs of poles, 55 pairs of climbing skins, 60 loose bindings for both cross country and downhill skiing.

- **WATERBURY LP**

- **Concerts in the Park** - Free outdoor concerts every Thursday around the same time as the Waterbury Farmers Market, from mid-June through August. Variety of music, family friendly, 6-8:30pm.
- **Waterbury Arts Fest** - This signature summer event is a two-day event with entertainment and artwork from some of the most talented performers and artists in our area. Typically, the 2nd weekend in July.
- **Galleries** - Waterbury is home to a variety of artists and galleries with many open to the public. Keep your eye out for public art on display.

In a box:

The Green Mountain Byway is within a short drive of a number of African American Heritage Trail access points, showcasing Vermont museums and cultural sites where exhibits, films, tours and personal explorations illuminate the lives of African Americans in the Green Mountain State. For more information and a map of stops along the Trail, see the Vermont Department of Tourism & Marketing website [African American Heritage Trail - Trip Ideas - Vermont Vacation - The Official Vermont Tourism Website - VermontVacation.com](#)

2

- **Spirits, Craft Beer, Cider Trail:**

- **CAMBRIDGE**
- **Smugglers' Notch Distillery** has received accolades from both beverage industry connoisseurs and thousands of fans in Vermont and beyond for extraordinary small batch, distinctive spirits. Visit the Tasting Rooms (Route 15 in Jeffersonville & Route 100 in Waterbury) and sample an entire fleet of spirits (vodka, gin, rum, bourbon, and maple cream liqueur).
- **Brewster River Pub & Brewery** offers a selection of New England Craft Brews and of course their own Brewster River Brews (Honey Orange Blonde, Red IPA, Kolsch, and Da' Juice IPA). They also provide homemade food with the freshest local ingredients. Near Smugglers' Notch Resort on Route 108.
- **Red Leaf Gluten-Free Brewing.** Vermont craft beer made entirely from naturally gluten-free grains and adjuncts like homemade maple syrup and locally-picked berries. Tasting room at 105 Main St, Jeffersonville.
- **HYDE PARK**
- **Ten Bends Brewery**
Visit one of a trio of beer stops almost within walking distance of each other. Seasonal small batch producers with music, some food and access to the Lamoille Valley Rail Trail. Stop by all three with easy access from the Byway!

- **JOHNSON**

- **Moogs**

Thomas Moog's delicious family restaurant in Johnson, Vermont. Live music, trivia, board games and more!

- **Sterling Market**

Johnson's Sterling Market specializes in the groceries your family needs. Whatever you are looking for, you'll find it at Johnson's Sterling Market. Visit our supermarket and see what we have to offer. 802 Spirits is located just inside the Market, featuring a wide selection of local craft beers, ciders and wine.

- **Downtown Pizza**

The finest pizza in Johnson, Vermont! Local beers and ciders on tap!

- **MORRISTOWN**

- **Rock Art Brewery:** Morristown's oldest brewery having been in business for 23 years. Featuring tastings and pints on the porch, this brewery also features a full art gallery of local works.

- **Lost Nation Brewing** makes it home alongside Lamoille Valley Rail Trail. Whether you are walking, biking or driving it's easy to get to and is famous for its food available in outdoor seating and the great brews.

- **Green Mountain Distillery:** is a craft-distiller that began in 2020. These Master Distillers have dedicated themselves to producing hand-crafted, organic distilled spirits. All of the Green Mountain Organic products are meticulously crafted, using small-batch fermentation and a proprietary distillation process. .

- **STOWE**

- **The Alchemist** - The Alchemist is a family-owned brewery specializing in fresh, unfiltered IPA, with an unmatched focus on quality and consistency in its products, including the award-winning Heady Topper. The brewery's visitors center is open daily and offers a tasting room, tours and an outdoor space for consumption of their products.
- **von Trapp Brewing** – Located at Trapp Family Lodge, von Trapp brewing offers a wide variety of award-winning Austrian-style lagers. The von Trapp Bierhall restaurant is open daily and serves fresh lagers and a selection of freshly prepared Austrian lunch and dinner selections.
- **Stowe Cider** – Located on Mountain Road, Stowe Cider brews a large selection of hard ciders and seltzers. Their taproom is open daily and they host outdoor music and other live events throughout the summer and fall.

- **WATERBURY LP**

- **Smugglers' Notch Distillery®** has received accolades from both beverage industry connoisseurs and thousands of fans in Vermont and beyond for extraordinary small batch, distinctive spirits. Visit the Tasting Room and sample an entire fleet of spirits (vodka, gin, rum, bourbon, and maple cream liqueur).
- **Cold Hollow Cider Mill** - Watch fresh apple cider pressed year-round on an old-fashioned rack-and-cloth press. Fresh cider donuts made daily. FREE cider samples. Visit the hard cider tasting room.
- **Prohibition Pig Restaurant & Brewery** - Located in the historic district of downtown Waterbury. Come for smoked meats, classic cocktails and a peek at where they brew the beer!

3

- **Covered Bridges & Historic Sites Trail:**

- **CAMBRIDGE**
- **Grist Mill Covered Bridge & Brewster River Gorge** - park beside the river near this historic covered bridge, have lunch or take a hike along the river to waterfalls.
- **Poland Bridge & Lamoille Valley Rail Trail** - The Poland Bridge crosses the Lamoille River and connects Cambridge & Waterville. It is located at the Cambridge Junction LVRT trailhead. Walk or bike on the Rail Trail, play on the train, or just sit and relax.
- **Gates Mill Bridge** - located in a field in Cambridge near "Wrong Way" Bridge. View the Gates Mill Bridge from Route 15.
- **HYDE PARK**
- **Lamoille County Courthouse & Main Street**

Listed on the National Register of Historic Places in 1996, the Lamoille County Courthouse is one of several historic structures on Main Street. The courthouse and Lamoille County Sheriff's Department (including the former county jail) sit side by side as the central focus of the Village. A pocket park and sidewalk network connect to the Lamoille Valley Rail Trail. Other buildings along tree-lined Main are the PH Edwards Building (under renovation), the Hyde Park Elementary School (with playground and parking), the Governor's Mansion (tea on weekends), Lanpher Memorial Library and Hyde Park Opera House, among many historic residential homes.
- **JOHNSON**

Lamoille River Suspension Footbridge

Located along Hogback Road, this is a beautiful section of the Long Trail that eventually leads (if Northbound) to Prospect Rock.

Waterman Bridge

The Waterman Covered Bridge was an historic covered bridge in Johnson, Vermont that carried Waterman Road across Waterman Creek. Built in 1868, it was one of three surviving 19th-century bridges in the town. It was listed on the National Register of Historic Places in 1974.

Johnson Historical Society

The mission of the Johnson Historical Society is to preserve our history by weaving stories of the past with the present, using our collections of artifacts and displays, creating a legacy for future generations. Come visit our museum and galleries today!

- **MORRISTOWN**

- **Red Covered Bridge**-Morristown's last remaining covered bridge on Cole Hill Road features a 65' span originally built in 1896.
- **Noyes House Museum**-Located in the historic village of Morrisville, the Noyes House Museum presents within its seventeen rooms and barn exhibits focusing on nineteenth-century life in Morrystown, Vermont. The museum's collection includes furniture, textiles, military objects, clothing, photographs, pottery, folk and fine art, and many of the tools and objects of daily life
- **Morrisville History & Art Walk**-Stroll the streets and view 23 locations of historic significance and public art structures in downtown Morrisville. Each location features signage and how the location has added to the history and culture of Morrisville.

- **STOWE**

- **Gold Brook Covered Bridge (Emily's Bridge)** - The Gold Brook Bridge was built in 1844, and is the oldest Howe Truss bridge in Vermont. Legend has it that a young woman named Emily (hence the local name of the bridge) either committed suicide or was thrown off a horse and her ghost makes her presence known from time to time.
- **Barnes Camp Visitor's Center** - Located at the entrance to Smugglers' Notch Scenic Highway on Mountain Road, the restored 1927 logging camp is used as a visitors center for Smugglers' Notch State Park and serves hikers making their way along the Long Trail.
- **Sterling Forest Historic Sites** – Located in Sterling Forest, this is a self-guided walking tour of 11 historic sites, including farmsteads, a schoolhouse and sawmill from the former town of Sterling. A map of the sites is at each parking lot kiosk and each site has an interpretive panel documenting the history of the original owners.

- **WATERBURY LP**

- **Best Western Plus covered bridge** - Waterbury presently only has one covered bridge but it is open to the public. Accessible from the rear of the hotel parking lot, the bridge also provides access to a trail for walking, cross-country skiing, or snowshoeing.
- **Waterbury History Center** - Learn about the history of Waterbury, which was established in 1882 and has a rich history of the railroad. Free and open to the public during the regular hours of the Municipal office, M-F 8-4pm. Self-guided.

4

- **Hikes and Vistas (handicap accessibility) Trail:**

- **CAMBRIDGE**

- **Brewster River Gorge & Grist Mill Covered Bridge** - park beside the river near a historic covered bridge, have lunch or take a hike along the river to waterfalls.
- **Lamoille Valley Rail Trail** - walk, bike, cross country ski or snowmobile on this gentle trail along the Lamoille River. The Cambridge Junction trailhead features a recreated train station and a train for kids to play.
- **Smugglers' Notch** - Route 108 makes a winding, narrow pass through the mountains with giant Ice Age boulders on each side. Access by car May-October. Access by foot, skis, and snowmobile November-April. Smuggling occurred in the early 1800s (Embargo Act) and 1920s (Prohibition). Maybe it still does but how would we know?

- **HYDE PARK**

- VT100 north from Hyde Park Roundabout to North Hyde Park & 100C back to Johnson/VT15 features mountain views, farm fields and access to Lamoille County Field Days Fairgrounds between three historic Vermont villages. Take a trip by canoe or kayak on the pristine undeveloped waters at Green River Reservoir State Park with an ADA ramp to the water's edge; the LVRT Trailhead at Depot Street provides plenty of parking to get out of the car and view the Lamoille River or hike/bike to nearby shops and breweries; For a rural country drive, take Center Road off Route 15/100 in Morrisville to the end and then turn right onto McKinstry Hill Road for tree-canopy drive with huge westerly views to Sterling Mountain.

- **JOHNSON**

- **Journey's End**

"Journey's End" is a spectacular swimming hole and waterfall carved in the bedrock of Foote Brook, a cold water, steep stream flowing to the Lamoille River. The

protected property contains 25 forested acres along 2,500 of Foote Brook, and helps protect the high-quality trout habitat in the Brook, and deer yards, songbird habitat, and forested buffer along Foote Brook, with an access corridor from Plot Road.

Prospect Rock

Prospect Rock is a popular, family-friendly hike in the Lamoille Valley near Johnson, Vermont. The 2.6-mile round-trip trail climbs roughly 460 feet to a spectacular outcropping with views of the Lamoille River and the Sterling Range. The trail begins along the Long Trail, crossing a dramatic suspension bridge over the Lamoille River near Ithiel Falls.

Laraway Mountain Trail

Laraway Mountain Trail is a 3.6 mile moderately trafficked out and back trail located near Johnson, Vermont that features beautiful wildflowers and is rated as moderate. The trail is primarily used for hiking, walking, nature trips, and bird watching and is best used from March until October.

- **MORRISTOWN**

- **Morristown Town Forest:** The 350-acre tract of forest, owned by the town since 1958, has received moderate recreational use over the years. To get to the trail, follow Mud City Loop from Cole Hill Road to access Beaver Meadow Road. Newly constructed trails including views of old farmstead cellar holes, stone fences and abandoned apple orchards are highlighted on the map and in the forest.

- **Lamoille Valley Rail Trail-** This four-season ADA trail runs through downtown Morrisville with many amenities within walking distance. A great trail for a gentle stroll or a bike ride, east or west, of about 45 miles in either direction.

- **Duhamel Trails -** This town-owned parcel of 350 acres is the site of a plethora of outdoor recreational opportunities that range from walking to mountain biking and includes the town gravel pit. A wide variety of wildlife and wildflowers adorn the trail system.

- **STOWE**

- **Stowe Recreation Path** -5.3-mile paved multi-use recreation path that follows the West Branch River, starting from Stowe village. E-bikes are allowed, and the path is groomed for cross country skiing.

- **Cady Hill Forest** – 320-acre property owned by the Town of Stowe in the heart of Stowe village, with 11 miles of multi-use trails suitable for mountain biking. The trails are popular for snowshoeing and fatbiking in the winter.

- **Sterling Forest** – 1,500 acres owned by the Town of Stowe with nearly 20 miles of multi-use trails. The forest has a remote, wilderness feel, even though it is popular for mountain biking, snowshoeing, cross country skiing and backcountry skiing.

- **WATERBURY LP**
 - **Winooski River Footbridge (ADA Accessible)** - This suspension bridge was built by the Green Mountain Club in 2015 to help bridge a section of the Long Trail that crosses the Winooski River. The bridge is 224-feet long, offers views of the mountains and river below, and is wheelchair accessible from River Road.

 - **Peninsula Trail at Waterbury Center State Park (ADA accessible trail)** - This meandering trail along the shores of the park's peninsula is ideal for young hikers, with ends of the trail located on either side of the boat launch. The path includes trailside signs that tell the story of legacy apple orchards, flora, fauna, and the geology along the trail. The park is perfect for families, featuring fishing platforms, a beach, grills, and restroom facilities. The trail and two fishing platforms are wheelchair accessible.

 - **Mount Hunger via Waterbury Trail** - Approach central Vermont's Mount Hunger from the west on the Waterbury Trail. Cool off in the waterfall before you leave the woodland and get ready for an exhilarating rock scramble near the peak. At the top, you are rewarded with 360-degree views of Mount Mansfield, Waterbury Reservoir, and Groton State Forest.