

Town of Johnson
Town Administrators Report

Monday, October 16, 2023; 6:30 pm

6:30 p.m. Call to order and Standing Items

1. Consider additions or adjustments and approving agenda
2. Review invoices and orders
3. Consider approving Minutes for September 25th and October 2nd
4. Selectboard issues and concerns
 - a. Town Plan for Johnson, I would like to discuss with the board a vision for Johnson. Right now we have a lot of eyes on this Town. There are State and Federal officials who want to help. I believe giving these individuals and organizations a vision to help will assist in our recovery, our resiliency, and our future. The flood has changed our Town, I'd like to talk about sourcing grants for a Town Plan and sourcing organizations to assist Johnson with this process. I would like to talk about Waterbury Vermont as an example of how they responded post Hurricane Irene. They were a pilot project funded by FEMA.
5. Planned Purchases for consideration
 - a. Laptop for Community and Economic Development Specialist
 - i. This laptop is for the CEDS to work from home. The initial plan of a chrome book is no longer viable as we use Microsoft products. This is for both the laptop and software.

6:40 p.m. Clerk & Treasurer's Report: warrants, licenses, and any action items.

6. 10 Cents on the Grand List

6:50 p.m. Public Works Supervisor/Highway Foreman Report

7:00 p.m. Administrator's report, action items, and business of the Selectboard

Flood

7. FEMA & State Buyout Program. Stephanie Smith, VT Hazard Mitigation Office
 - a. This will be an informational agenda item. There are 12-15 homeowners interested in the buyout program.

Town of Johnson
Town Administrators Report

8. Insurance Compensation for damage to Road Salt

- a. Our insurance company has agreed to pay \$5000 towards the damage to the salt pile in the salt shed. This will not affect FEMA from reimbursing the Town. The total amount FEMA would reimburse the Town will be less this \$5000. That amount is still being determined.

9. FEMA procurement procedure

- a. Update on the FEMA process. I believe the Town should put the Library work out to bid again. The lack of response could trigger the FEMA audit to declare the procurement was not open enough to receive enough bids. Three bids is generally accepted as the minimum. The library received 2 electric bids and 1 general construction bid. If the FEMA determines the town did not meet procurement requirements, the town would receive "RS Means" for reimbursement. RS Means is a 3-5 year average for construction costs. By putting the work out to bid again, the town would likely receive 90% of the actual cost of repair. The difference of the two for the library is about \$20,000-\$25,000. The work in the library is scheduled for December, putting this out to bid again will not delay the repair.

10. Flood Replacement vs Mitigation

- a. The Board needs to make a decision on whether to request FEMA for mitigation funding or not. There are two options:
 - i. No Mitigation, if the board decides to move forward with the repair of the library and municipal buildings to pre-flood conditions. The reimbursement will be based on 90% of actual costs or based on RS Means (the 3-5 year average of construction costs). Depending on the process described in agenda item 9. This is the fastest route to repair. There is no resiliency in this option.
 - ii. Mitigation, if the board decides to move forward with mitigation it will require additional FEMA visits and planning. This will allow the Town to receive 100% of the cost of construction (see agenda item 9) plus an additional 100% of the cost of construction to put towards mitigation. This could mean flood proofing the municipal building, flood gates at the library, etc. The positive of this option is resiliency. The downside is the delay in making the repairs.
 - iii. There is some discrepancy on whether or not this motion was already made. I'll sort that out before Monday's meeting. If it was, no action needed. If it was not, the board should make a decision on this matter.

11. Municipal and Library Buildings Winter Preparedness

Town of Johnson
Town Administrators Report

- a. The board needs to make a decision to move forward with insulating the library and municipal buildings. There are two options:
 - i. Response to the flood to protect property: This option is covered by FEMA as part of the response to the flood and not part of the repair. The town could spray foam a light 2lb foam into both buildings. This foam is easily removed when the general repairs are made. This is likely the fastest route to insulation if you're planning on Mitigation (agenda item 10).
 - ii. Repair: This option is moving forward with permanent repairs to the building. If the board chooses Mitigation (agenda item 10) this might be too slow with winter at our doorsteps. If the board chooses not to mitigate, this option would reduce a step and ultimately have some cost savings.

12. Municipal Building roof and siding inspection and repair

- a. The municipal building had some water damage in the stairwell during last weekend's storm. The leak appears to be below the clock tower. Water did enter the stairwell but did not leak into the ceiling below.

Appointments, Committees & Public Requests

13. Beautification Committee appointment and resignation

- a. Blair Watson has moved away from Johnson. The Beautification Committee voted unanimously to appoint Vanessa Tourangeau.

14. Snowmobile access after industrial park infrastructure, Rob Rodriguez

- a. The Sterling Snowriders would like to repair a bridge on the VSU property that leads into Town property where the proposed light industrial park will go in. AKA the Jewett property. The club would like some clarity on the start of construction and the continued ability to cross Town property before, during, and after construction. This trail is used by riders to access the Jolley gas station.

RFPs, Grants & Contracts

15. Skate Park bid review and award

- a. The Skate Park received a couple of bids for the board to open and review. The bids are sealed. They were received by the Town Administrator and the Skatepark Committee Chair, Casey Romero, per RFP instructions.
- b. Casey Romero is expected to attend.

16. EDA and NBRC Grant Administration

- a. The Town is required to have a Local Development District oversee the Northern Boarders Regional Commission Grant for the infrastructure at the light industrial park. Initially, the intent was to work with Lamoille County Planning Commission. The LCPC did the initial grant work and worked with Johnson to get the project accepted. An issue that was brought to my attention is that LCPC did not opt in to

Town of Johnson
Town Administrators Report

participate as a Northern Boarders Local Development District. Furthering the complexity, the EDA grant is extensive and I would recommend contracting grant administration for this piece. The board will have to decide to have one contractor be the LDD and the EDA grant administrator or have two separate contractors working together. There are three options:

- i. Work with Lamoille County Planning Commission
 1. This would likely require a waiver of the requirement to have an LDD by Northern Boards Regional Commission. I'm not sure if this will impact our funding by the 2% allocated by NBRC towards LDD's. More information is needed. LCPC is the most familiar with the project and has experience working with multiple grants tied to a single project. I tried to reach out to the Executive Director on Friday, I will try again Monday and report to the board.
- ii. Work with Lamoille Economic Development Corporation
 1. I spoke with LEDC and they are interested in working with Johnson. If selected they would like to work with Lamoille County Planning Commission. The two organizations have been in contact with each other regarding this matter. I see this option as an LDD only role with LCPC being the grant administrator.
- iii. Work with Northern Vermont Economic Development District
 1. This option meets NBRC's LDD requirement. That being said, NVEDD is a committee only entity and comprised of several development corporations. I spoke with Franklin County Industrial Development Corporation on Friday. Although they are part of NVEDD, they need clarity from NBRC if they can assist with a Lamoille County project. FCIDC has experience working with an EDA grant with similar infrastructure ownership.

17. DEC Grant Mumley Study

- a. This project is for a public/private partnership with the Town of Johnson and VT Electric Coop. There is an invoice for this project. I'm still getting up to speed on this grant and will report new information to the board on Monday.

18. Inter-local Agreement for Town Assessor

- a. The Town has entered an inter-local agreement with Hyde Park for 16hrs a week. St George and Berkshire have expressed interest in joining as well. These additional towns will push the Assessor to 24hours a week and make them eligible for prorated health insurance and benefits. The costs would be spread out to all parties in the agreement. I will be bringing the effect of this change and how that will impact our current budget to Monday's meeting.

Town of Johnson
Town Administrators Report

Other Business

19. Health Benefit updates

- a. The Village of Johnson is considering an opt out policy change on Monday. Their decision will only affect the Village employees and may affect shared employees. My concern is that with budget season upon us this decision should wait until we have all the information for next year's health insurance needs. I am unsure if this policy would take effect immediately or for the next fiscal year for the Village (January 1). I have a few options I'm working on to help maximize employee benefits and reduce costs to the Town. I will be running these by the Vermont League of Cities and Towns to try to help work out the details and compare options from other towns. I may or may not have this ready for Monday night. I am anticipating a discussion only at this point.

20. VT Electric Coop Town Road ROW occupancy request

- a. This is a ROW Permit for Vermont Electric Coop on Swamp Road. Jason Whitehill has confirmed it was installed to spec.

21. Holmes Meadow

- a. This project is a \$0 match from the Town. The project will purchase the Old Holmes Meadow and begin a flood plain restoration. This project was underway in June just prior to the flood. The board needs to decide whether it wants to move forward with this project. If the board wants to move forward with this project, the next step is to sign the voluntary transaction agreement. This agreement has already been signed by the property owner.

22. Agreement with Dale Percy Inc.

- a. This agreement is still in progress, I hope to have a draft to put before the board before Monday night's meeting. This agreement will set the terms for bringing material to Dale Percy Inc, processing the material, and purchasing it back. The ideal situation would be to allow the Town to clean out the remaining 10,000-12,000yards of material and close the Town's pit before winter. This will create a designated location for debris and fill from future Town projects.

23. Sponsoring Halloween

- a. A haunted house will be held at the Sterling Market. A request was made for the Town to sponsor this event. I reached out to VLCT and the Town can sponsor this event even though it is on private property.

Executive Session

24. Executive Session for Attorney Client Communications. 1 VSA SS 313 (A)(1)(F)

Town of Johnson
Town Administrators Report

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

We have prepared a quote for you

Johnson Laptop for Randall Szott

Quote # TGQ-020483 Version 1

Prepared for:

Johnson, Town of

Thomas Galinat
tgalinat@townofjohnson.com




A **New Charter** TECHNOLOGIES **Company** >>

Prepared by:

Tech Group, LLC

Josh Pepin
jpepin@tgvt.net

Product

Description	Price	Qty	Ext. Price
Dell Latitude 5540	\$1,600.00	1	\$1,600.00
Dell Latitude 5540 XCTO Base : (210-BGBM) 13th Generation Intel(R) Core(TM) i5-1345U vPro (12 MB cache, 10cores, up to 4.7 GHz) : (379-BFBR) Windows 10 Pro (Includes Windows 11 Pro License), English,Spanish, French, Brazilian Portuguese : (619-ARSD) No Microsoft Office License Included : (658-BCSB) Intel(R) Rapid Storage Technology Driver : (409-BCWS) Intel vPro Enterprise Technology Enabled : (631-ADPV) 16 GB, 2 x 8 GB, DDR4, 3200 MT/s, dual-channel, Non-ECC : (370-AFVQ) M.2 2230 PCIe NVMe Gen4x4 512GB SSD Class 35 : (400-BOVY) 15.6" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam,WLAN : (391-BHEU) English US backlit keyboard with numeric keypad, 99-key : (583-BHBG) Wireless Intel AX211 WLAN Driver MOD-SRV : (555-BJDC) Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax,Bluetooth Wireless Card : (555-BHHU) 3- cell, 54Wh Battery, Express Charge Capable : (451-BDBL) 65W AC adapter, USB Type-C, TCO Gen9 compliant : (492-BDHS) Single Pointing, No Palmrest Security Options : (346-BINQ) E4 Power Cord 1M for US : (537-BBDO) Latitude 5540 Quick Start Guide : (340-DDHL) ENERGY STAR Qualified : (387-BBPC) Custom Configuration : (817-BBBB) Dell Additional Software : (658-BFQB) Mix Model 65W Adapter (WHN) : (340-DJVQ) Intel Core i5 vPro Enterprise Label : (340-CYNW) Assembly Base : (338-CHGG) Intel 13th Generation i5-1345U vPro, Intel Integrated Graphics,Thunderbolt : (338-CHGL) Latitude 5540 Bottom Door, Intel 13th Gen U-Series CPU, IntelIntegrated Graphics : (321-BJTL) EPEAT 2018 Registered (Gold) : (379-BDZB) FHD RGB Camera : (319-BBJT) Dell Limited Hardware Warranty Extended Year(s) : (975-3461) Dell Limited Hardware Warranty : (997-8317) ProSupport Plus: Next Business Day Onsite, 1 Year : (997-8366) ProSupport Plus: 7x24 Technical Support, 3 Years : (997-8380) ProSupport Plus: Next Business Day Onsite, 2 Year Extended : (997-8381) ProSupport Plus: Keep Your Hard Drive, 3 Years : (997-8382) ProSupport Plus: Accidental Damage Service, 3 Years : (997-8383)			
Dell Thunderbolt 4 Dock- WD22TB4	\$325.00	1	\$325.00
 BASE,DS,WD22TB4 US 180W : Dell Thunderbolt 4 Dock - WD22TB4 ([210-BDQH]) Services:Hardware Support : 3Y Basic Hardware Service with Advanced Exchange ([872-8550])			

Subtotal: **\$1,925.00**

Johnson Laptop for Randall Szott



Prepared by:
Tech Group, LLC
Josh Pepin
(802) 862-1197 109
jpepin@tgvt.net

Prepared for:
Johnson, Town of
293 Lower Main West
Johnson, VT 05656
Thomas Galinat
(802) 635-2611
tgalinat@townofjohnson.com

Quote Information:
Quote #: TGQ-020483
Version: 1
Delivery Date: 10/03/2023
Expiration Date: 11/01/2023

Quote Summary

Description	Amount
Product	\$1,925.00
Subtotal:	\$1,925.00
Shipping:	\$35.00
Total:	\$1,960.00

Setup, Installation and configuration by Tech Group will be billed separately at current rates, on a Time and Material (T&M) basis

Return Policy: Due to manufacturer restrictions, all sales items in this proposal are final.

Due to backlogs and product shortages, distributor pricing is subject to change based on product pricing at the time of shipment.

Payment Terms: Net 15

This Quote is governed under the provisions of the Master Services Agreement located at <https://www.TGVT.net> ("MSA"). This Quote is further defined by the conditions and provisions of the services guide located at <https://www.TGVT.net> ("Services Guide"). **The MSA and Services Guide contain important provisions related to the Services (including payment and auto-renewal terms), and by agreeing to this Quote, you agree to the provisions of the MSA and the Services Guide.** If you cannot access the MSA or Services Guide, or if you have any questions about those documents, then please do not sign this Quote and contact us for further information.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Tech Group, LLC

Signature: Josh Pepin

Name: Josh Pepin

Title: Sr Account Manager

Date: 10/03/2023

Johnson, Town of

Signature: _____

Name: Thomas Galinat

Date: _____

SWORN STATEMENT IN PROOF OF LOSS (PROPERTY)
VLCT – PROPERTY AND CASUALTY INTERMUNICIPAL FUND, INC
89 Main Street, Suite 4
Montpelier VT 05602-2948

Member: <u>Johnson Town</u>	PACIF Claim No: <u>20230780-P03</u>
To <u>Johnson Town</u> of <u>Johnson, Vermont</u>	
At time of loss, by the above indicated PACIF coverage document insured <u>Johnson Town</u> against loss by <u>Pr-Bldg Loss</u> to the property described under Schedule A according to the terms and conditions of the PACIF coverage document and all forms, endorsements, transfers and assignments attached thereto.	
1. Time and Origin: A <u>Pr-Road Salt</u> loss occurred about the hour of <u>AM</u> (STATE KIND) on or about the <u>7/10/2023</u> . The cause and origin of the loss were: <u>Pr-Road Salt Loss – Lendway Lane, Salt Shed – Road Salt lost in flooding event - coverage limit</u>	
2. Occupancy: The building described, or containing the property described was occupied at the time of the loss as follows, and for no other purpose whatsoever. .	
3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was <u>Johnson Town</u> . No other person or persons had any interest therein or encumbrance thereon, except:	
4. Changes: Since the said PACIF coverage document was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except:	
5. Scheduled Building Value listed on the property schedule	\$__
6. The Replacement Cost Value of said property at the time of the loss was	\$__
7. The Actual Cash Value is (holdback if applicable)	\$__
8. Less Amount of Deductible	\$__
9. The Amount Claimed under the above PACIF coverage document is	\$5,000.00
The said loss did not originate by any act, design or procurement on the part of the Member, or this affiant; nothing has been done by or with the consent of your Member or this affiant, to violate the conditions of the PACIF coverage document, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.	
The furnishing of this blank or the preparation of proofs by a representative of VLCT Property and Intermunicipal Fund, Inc is not a waiver of any of its rights.	

Signature: _____
State of: _____ County of: _____
Member Subscribed and sworn to before me this ____ day of _____ 20__
Notary Public: _____ Date Commission Expires: _____

TOJ Administrator-Shared Mailbox

From: Kyle Nuse <kyle.yoga@gmail.com>
Sent: Friday, October 13, 2023 1:58 PM
To: TOJ Administrator-Shared Mailbox; Beth Foy
Subject: JBC Updates

Hello!

Blair Watson has resigned from the Beautification Committee (they moved to Essex) and Vanessa Tourangeau has sent me a letter of interest on being appointed to the committee. At our last meeting, we unanimously voted in favor of her being on our committee and are sending the recommendation to the SB for her official appointment.

If both of these action items could get on your next agenda we would be thankful!

Have a great weekend,

Kyle

Hi Kyle,

I am very interested in joining the Beautification Committee as I have always enjoyed past projects that the BC has done. It really adds beauty and character to our little community. It also showcases to everyone who lives here and who travels through our town that we take pride in where we live and that we value our surroundings. I feel this is a great opportunity to give back to my community and I hope you will consider me as a new addition to your committee! Thank you for your time and consideration.

Sincerely,

Vanessa Tourangeau

TOJ Administrator-Shared Mailbox

From: Beth Foy
Sent: Wednesday, October 4, 2023 8:10 PM
To: TOJ Administrator-Shared Mailbox; Community and Economic Development Specialist
Cc: Rob Rodriguez
Subject: Jewett Property questions from Snowmobile club

Hi Tom & Randall,

I received this message as a text from Rob Rodriguez (copied), the Sterling Snowriders Chair and also a member of the Planning Commission. (See below)

@Randall, I don't see a possibility of work beginning before Spring, even if the stars aligned. What do you think?

@Tom, will you please add the second half about "access after infrastructure goes in" to the meeting on the 16th?

"Hey Beth. The snowmobile club needs to do some bridge work on the trail that crosses the Jewett property and goes to jolley. The bridge is on NVU property. If the Jewett property is going to see construction this winter then we would close that entire trail and not spend the time and money on the bridge work.

Do you think there will be work on the Jewett property road this winter?

Also. Once the road goes in I'm assuming the town will not allow us on that property? What the club would need is an 8' path next to the access road to keep the trail on. I don't know if there are any plans to allow for that?

These might be questions you can't answer?"

Thanks!
Beth

Beth Foy
Selectboard | Chair
Town of Johnson, Vermont
802-730-2771

TOJ Administrator-Shared Mailbox

From: Farnham, Kristie <Kristie.Farnham@vermont.gov>
Sent: Thursday, October 12, 2023 4:40 PM
To: TOJ Administrator-Shared Mailbox; Community and Economic Development Specialist; Beth Foy; NBRC Admin
Cc: Elvidge, Natalie
Subject: NBRC - Town of Johnson

Thomas,

Thanks much for your time today discussing the above referenced NBRC award.

I understand from our conversation that TOJ does feel like LDD assistance is needed for this project. I know that LCPC was a huge component of your successful application submission; however, they didn't opt in to participate in this role for the 2023 program year. With that said, there are two options for projects in Lamoille Co:

Lamoille Economic Development Corporation	https://lamoilleconomy.org/	Pat Ripley, Executive Director
Northern Vermont Economic Development District	www.nvedd.org	Greta Brunswick, Senior Planner Catherine Dimitruk, Executive Director

Information on LDDs can be found here: <https://www.nbrc.gov/content/local-development-districts>. Those folks that "opted in" have already participated in the referenced mandatory training.

I believe that you were going to confer with you team on what makes the most sense in advance of your board meeting on the 16th. We will await word of your decision.

Best,

Kristie Farnham (she, her) | Director of Business Support
Vermont Department of Economic Development
1 National Life Dr, Davis Bldg, 6th Floor | Montpelier, VT 05620-0501
802-398-5268
accd.vermont.gov

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Help raise money for Vermonters impacted by flood damage and show your Vermont pride with *Vermont Strong* and *Tough Too* license plates and socks. [Click here to purchase your Vermont Strong gear](#) or visit

[DMV.Vermont.gov/VermontStrong23](https://dmv.vermont.gov/vermontstrong23). Impacted Vermonters can find resources and referrals by visiting [Vermont.Gov/Flood](https://vermont.gov/flood).

AGREEMENT FOR ENGINEERING SERVICES
Town of Johnson
Vermont Electric Coop Stormwater Management System

1. Parties to this Agreement are Town of Johnson ("Client"), with offices at 293 Lower Main West in Johnson, Vermont and Mumley Engineering, Inc. ("Engineer"), a Vermont corporation with offices at 46 Hutchins Street in Morrisville, Vermont.
2. Client requests professional services of Engineer in connection with Client's project, described as: Engineering services related to the design, engineering, and permitting of a stormwater treatment system at the Vermont Electric Coop property meeting the requirements of the 2017 Vermont Stormwater Management Manual and State General Permit 3-9050, as per the proposal provided by Engineer dated June 16, 2023.
3. Performance by the Engineer shall be in conformance with the laws of the State of Vermont as they apply to the practice of Professional Engineering, and in any event, consistent with ordinary standards and procedures of engineering prevalent in the State of Vermont.
4. Client agrees to pay Engineer for services rendered based on the charge rate schedule attached.
5. Client agrees to the following terms and conditions of payment:
 - A. Monthly payments based on total billings submitted by the Engineer.
 - B. Payment in full of the balance upon receipt of final billing.
 - C. Interest charges on the outstanding balance after thirty (30) days of one percent (1%) per month, which is equivalent to an annual interest rate of twelve percent (12%) on the unpaid balance.
 - D. Client agrees to pay reasonable costs of collection, including attorney's fees, in the event that the Engineer's fees and costs, or outstanding balance thereof become overdue and collection proceedings are required against the Client.
6. Client and Engineer have discussed the risks and benefits of the project and the Engineer's total fees for services. The risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Engineer's total liability to client for any and all injuries, claims, losses, expenses, damages or claims, expenses arising out of this agreement from any cause or causes shall not exceed the total amount invoiced, including but not limited to Engineer's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.
7. Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of damage to the site.
8. The Engineer and the Client mutually agree, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.
9. If this project involves land use permitting, such as Site Plan Approval, Conditional Use Approval, Variances, Subdivision Approval, Act 250 Approval and other Federal, State and Local Approvals Engineer makes no representations that such approvals will be granted by the permitting authorities, or that such approvals, if granted, will be for any particular number of lots, size of buildings, or size of project, nor that such approvals, if granted, will be free of conditions that materially affect the financial liability of Owner's project. Engineer also makes no representations that all necessary permits and approvals have been identified in and are a part of this agreement.

10. The Engineer will not be responsible for keeping record of or notifying the Client of any expiration dates, inspection dates, renewals, corrective action, or fees associated with maintaining state and local permits, allocations, or agreements pertaining to the property listed above.
11. This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
12. All documents produced by Engineer under this agreement shall remain the property of the Engineer and may not be used by the Client for any other purpose without the Engineer's written consent.
13. Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Design Professional.
14. Arbitration. The parties to this agreement shall not litigate conflicts or concerns about it but shall resolve them first by sitting down and talking about them and, if that fails, by arbitration, according to the Vermont Arbitration Act. Each signatory below understands that this agreement contains an agreement to arbitrate. After signing this document, each party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator, to be agreed upon by the parties

In witness whereof, authorized representatives of the parties have signed this agreement:

Town of Johnson

Signed: Carl Rogers
Name: Carl Rogers
Title: Interim Town Administrator
Date: 9/8/23

Mumley Engineering, Inc.

Signed: Tyler Mumley
Name: Tyler Mumley
Title: President
Date: 9-21-23

Mumley Engineering, Inc.
 46 Hutchins Street
 Morrisville, VT 05661
 802-851-8882
 tyler@mumleyinc.com
 www.mumleyengineering.com



INVOICE

BILL TO

Town of Johnson
 293 Lower Main West
 Johnson, VT 05656 USA

INVOICE # 18595

DATE 10/04/2023

TERMS Due on receipt

PROJECT #:

10016.2

PROJECT NAME:

Johnson Industrial Park

FOR SERVICES:

07/30/23 - 09/30/23

DESCRIPTION	QTY	RATE	AMOUNT
CAD / Field Tech (Bill H) - Drafting: Proposed developed areas & max developable areas. Site plan formatting.	3	90.00	270.00
Project Manager I (Luke) - Coordinate plan set, review plans, coordinate stormwater update. Correspondence, plan review, calculation utility lengths and development areas, coordinate stormwater design, coordinate permit applications. Coordinate stormwater design, client correspondence re: grant.	7.50	120.00	900.00
Principal Engineer (Tyler) - Project coordination / correspondence.	1	140.00	140.00

Please note our new office and mailing address:
 Mumley Engineering, Inc.
 46 Hutchins Street
 Morrisville, VT 05661

BALANCE DUE

\$1,310.00

We appreciate your business!

TOJ Administrator-Shared Mailbox

From: Seth Jensen <seth@lpcvt.org>
Sent: Tuesday, October 10, 2023 4:15 PM
To: TOJ Administrator-Shared Mailbox
Subject: FW: 2022 ARPA - 3 Acre - Public-Private Partnership Project Construction – Johnson -VT Electric Coop, Grant # 06140-ARPA-CWB-06

Thomas,

Please see thread below regarding the “Public-Private Partnership Project Construction – Johnson -VT Electric Coop Grant # 06140-ARPA-CWB-06.” You should be able to track down the grant agreement and details using that number.

It appears that Meagan Stettensch is the DEC contact for this agreement. <Meagan.Stettensch@vermont.gov>;

Please let me know if you would like LCPC’s assistance in this regard.

Seth

Seth Jensen, Deputy Director
Lamoille County Planning Commission
P.O. Box 1637
52 Portland Street, 2nd Floor
Morrisville, VT 05661
seth@lpcvt.org

(phone) 802.888.4548
(direct) 802.851.6337
(fax) 802.888.6938

From: Meghan Rodier <meghan@lpcvt.org>
Sent: Tuesday, October 10, 2023 4:09 PM
To: Seth Jensen <seth@lpcvt.org>
Subject: FW: 2022 ARPA - 3 Acre - Public-Private Partnership Project Construction – Johnson -VT Electric Coop, Grant # 06140-ARPA-CWB-06

Please see below.

Best Regards,

Meghan Rodier
Regional Planner
Lamoille County Planning Commission
P.O. Box 1637
Morrisville, VT 05661

Email: Meghan@lcpvt.org

Phone (802) 888-4548 x 103

Direct Line: 851-6339

Staff are working on-site part-time. If you would like to meet in person with a member of staff, please make an appointment.

From: Meghan Rodier

Sent: Monday, January 24, 2022 9:53 AM

To: Tasha Wallis <tasha@lcpvt.org>; Seth Jensen <seth@lcpvt.org>

Subject: RE: 2022 ARPA - 3 Acre - Public-Private Partnership Project Construction – Johnson -VT Electric Coop, Grant # 06140-ARPA-CWB-06

I am glad to see that the Johnson P3 Project got funded. The Town of Johnson and VEC had expressed an interest in participating and were communicating directly with Jim Pease from DEC. It looks like they are contributing match or the original project design got downsized because the Grant is for almost \$600,000 and the original project cost estimate was around \$800,000. That's just an observation. I have not been in on all the Johnson conversations lately regarding this project. Jim has been communicating directly with Brian Story and VEC.

Good news and exciting to see this project was funded.

Best Regards,

Meghan Rodier
Regional Planner
Lamoille County Planning Commission
P.O. Box 1637
Morrisville, VT 05661

Email: Meghan@lcpvt.org

Phone (802) 888-4548 x 103

Direct Line: 851-6339

During the summer staff will be working on-site part-time. If you would like to meet in person with a member of staff, please make an appointment.

From: Tasha Wallis <tasha@lcpvt.org>

Sent: Monday, January 24, 2022 9:14 AM

To: Seth Jensen <seth@lcpvt.org>; Meghan Rodier <meghan@lcpvt.org>

Subject: FW: 2022 ARPA - 3 Acre - Public-Private Partnership Project Construction – Johnson -VT Electric Coop, Grant # 06140-ARPA-CWB-06

Importance: High

See below.

Tasha Wallis

Executive Director

Lamoille County Planning Commission

52 Portland Street | 2nd Floor | PO Box 1637 | Morrisville, VT 05661

email: Tasha@lcpvt.org | website: www.lcpvt.org

direct dial: 802-851-6346 | main number: 802-888-4548

From: Cohen, Andrea <acohen@vermontelectric.coop>
Sent: Monday, January 24, 2022 6:49 AM
To: Tasha Wallis <tasha@lpcvt.org>
Subject: FW: 2022 ARPA - 3 Acre - Public-Private Partnership Project Construction – Johnson -VT Electric Coop, Grant # 06140-ARPA-CWB-06
Importance: High

Tasha- thanks for facilitating the connection! Good news!

From: Suryanarayana, Shalini <Shalini.Suryanarayana@vermont.gov>
Sent: Thursday, January 20, 2022 4:37 PM
To: Story, Brian <tojadministrator@townofjohnson.com>; Kelley, Francine <fkelly@vermontelectric.coop>
Cc: Stettensch, Meagan <Meagan.Stettensch@vermont.gov>; Jones, Kaitlyn <Kaitlyn.Jones@vermont.gov>; Mckee, Kimberley <Kimberley.Mckee@vermont.gov>; Ellermann, Katelyn <Katelyn.Ellermann@vermont.gov>; Coster, Billy <Billy.Coster@vermont.gov>
Subject: FW: 2022 ARPA - 3 Acre - Public-Private Partnership Project Construction – Johnson -VT Electric Coop, Grant # 06140-ARPA-CWB-06
Importance: High

This email is from a source outside VEC. PLEASE use caution when opening attachments and clicking links!

Apologies! Re-sending with corrected names below!!

From: Suryanarayana, Shalini
Sent: Thursday, January 20, 2022 4:26 PM
To: Story, Brian <tojadministrator@townofjohnson.com>; fkelly@vermontelectric.coop
Cc: Stettensch, Meagan <Meagan.Stettensch@vermont.gov>; Jones, Kaitlyn <Kaitlyn.Jones@vermont.gov>; Mckee, Kimberley <Kimberley.Mckee@vermont.gov>; Pease, Jim <Jim.Pease@vermont.gov>
Subject: 2022 ARPA - 3 Acre - Public-Private Partnership Project Construction – Johnson -VT Electric Coop, Grant # 06140-ARPA-CWB-06
Importance: High

Dear Brian Story and Francine Kelley,

Congratulations, we are pleased to inform you that your project entitled **Public-Private Partnership Project Construction – Johnson -VT Electric Coop**, as identified within the Lake Champlain Basin Program Funded Report entitled “*Public-Private Partnership for Stormwater Management*,” has been selected to receive funding in conjunction with the American Rescue Plan Act (ARPA) Three-Acre Stormwater Program. Based on cost information made available to the Department, your project has been approved for an award of up to **\$587,113.00** of ARPA funds. The final award amount will be based upon determination of actual eligible costs for your project. The American Rescue Plan Act specifies that the grant funds must be encumbered by 12/31/2024 and that the grant funds must be expended by 12/31/2026.

Please note that as a recipient of ARPA funding, you will be required to comply with final terms and conditions for State Fiscal Recovery funds which will be finalized by the US Treasury prior to the end of 2021. The most up to date information regarding State Fiscal Recovery Funds may be found at: <https://finance.vermont.gov/covid-19-guidance>. Please note that funding for your project is contingent upon the signing and full execution of your grant agreement.

Your Technical Project Managers (TPMs) for this Grant Agreement are Meagan Stettensch and Jim Pease, copied above. In the coming weeks, they and other members of our grants management team will reach out to initiate the process of developing the formal award.

Congratulations, again!

Best,
~ shalini



Shalini Suryanarayana, *Grant Programs Manager*
Vermont Agency of Natural Resources (ANR)
<http://anr.vermont.gov/>
Department of Environmental Conservation (DEC)
Davis 2, 1 National Life Dr | Montpelier, VT 05620-3901
ANR Diversity & Equity Committee
DEC Environmental Justice Committee
[email] shalini.suryanarayana@vermont.gov
she/her/hers ([why](#))



Vermont Electric Cooperative, Inc.
Attn: Engineering Department
42 Wescom Road
Johnson, VT 05656
Tel: (802) 635-2331 Toll Free 1-800-832-2667
Fax: (802) 635-4210

TOWN ROAD ROW OCCUPANCY REQUEST

TO THE SELECTBOARD OF THE TOWN OF JOHNSON, VERMONT

Date: JUNE 23, 2023

Comes Vermont Electric Cooperative Inc. (VEC), your petitioner, and respectfully represents that in order to furnish adequate service to its members it is necessary to locate poles, wires, guys within the road right of way of SWAMP RD, in the Town of JOHNSON, Vermont as shown on the attached sketch. VEC further represents that such work will be done in a manner safe for public travel and subject to the rules thereof. Also, that it is not desirable to make such locations otherwise than shown on the attached plan.

WHEREFORE, pursuant to 30 V.S.A. § 2502, VEC requests permission from the Town of JOHNSON Selectboard to place, construct, reconstruct, operate, repair, maintain, improve, mark, replace thereon, and remove therefrom, electric, communications and data transmission and distribution systems consisting of poles, wires, cables, conduits, equipment, anchors, guy wires, and braces and other fixtures upon, over, through, across and under the road right of way. VEC may also cut and prune all trees and vegetation to the extent necessary to protect and keep said systems clear of the growth and to cut from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire or in falling distance on the Electric Transmission and or Distribution Line or System for an overhead/underground service.

By: [Signature]
Vermont Electric Cooperative, Inc.

APPROVED by authority from the Selectboard of the Town of _____, Vermont. Permission is hereby granted to the Vermont Electric Coop, Inc. Johnson, Vermont, to perform overhead/underground work within the road right of way on _____ Road in the Town of _____, Vermont.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this _____ day of _____, 20____

Board of Selectmen (if required by town)

Road Commission (if required by town)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

To be completed by Vermont Electric Cooperative, Inc.

W. O. # 2023005703

Line / Pole# 13B 8 to 13B 8 V1

E-911: 957 to 794 SWAMP RD

Work Order #: 2023005703

Account Number: 6637600

Name: SAMUEL JASPERSOHN

Description: NEW SERVICE 1-1 TLW

Service Location: JOHNSON SWAMP RD

Substation: 3 - CAMBRIDGE

Feeder: 1

kV: 7.2 KV

Point #: off the 1M

Phase: A

Primary Wire Size: 4 AAAC

Do W/ Another WO:

Coordinate With member: SAMUEL JASPERSOHN
917-733-0106

Coordinate With Contractor:

Coordinate With Meter Tech: No

Dig Safe:

Staking Sheet By: TUCKER L WILLIAMS

Equipment Needed:

Traffic: No

Contractor: No

Inspection: No

Date: 06/26/2023

Actual Ruling Span: 0

District Office: 12

Labor Hours: 0

E = Existing
R = Retired
C = Construction



Scheduling/Outages:

Completed By

Completed Date

E R O R C	PRIMARY											GUY & ANCHOR			SECONDARY			METER OR LOOP	
	STATION NUMBER	TEL#	RD CL	POLE HEIGHT & CLASS	PRIMARY UNIT	BACK SPAN (FT.)	WIRE SIZE	MISC UNIT	LAT/LONG	XFMR	SIZE	GRND UNIT	GUY	LEAD	ANCHOR UNIT	UNIT "J OR K"	WIRE SIZE		SPAN FEET
E	13B 8	3-7 11		JO40	A1-1A			44.676936 -72.684477	M52	G105 25	25	M2-3				LUT2-22			
E									(4) M5-27										
C									UM3-4R										
C									UM2-ICA 2.5										
C									(3) M5-27 2.5										

RISER FUSE INSTALL:

POINT # _____ SIZE # _____ TYPE (KorT) _____ MANUF _____

C	13B 8 V1					439	UD-PRI 2.5M	UM6-6	44.678012 -72.683916	PAD MT 15	15								
C						439	UD2-1/0 220	UM3-1											
C								UM6-7											
C								UM1-4											

TRANSFORMER INSTALL:

TRF # _____ TRF SERIAL # _____ SIZE _____ MFG _____ IMP% _____ WNDG: Y-Y TYPE: PAD

C	HOUSE								44.678175 -72.683623							(97) MOWUG	97	MOS 200
---	-------	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	------------	----	---------

METER INSTALL:

DCSI # _____ MTR SERIAL # _____ RDG Kwh _____ TRF # _____ NEARBY ACCT 459708

Comments/Notes/Environmental:

PRIMARY RISER ROADSIDE, ~450' PRIMARY URD, METER ON HOUSE/PEDESTAL ~100'.

Work Order #: 2023005703

Account Number: 6637600

Name: SAMUEL JASPERSOHN

Description: NEW SERVICE 1-1 TLW

Service Location: JOHNSON SWAMP RD

Substation: 3 - CAMBRIDGE

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Coordinate With member: SAMUEL JASPERSOHN
917-733-0106

Coordinate With Contractor:

Coordinate With Meter Tech: No

Dig Safe:

Staking Sheet By: TUCKER L WILLIAMS

Equipment Needed:

Traffic: No

Contractor: No

Inspection: No

Date: 06/26/2023

Actual Ruling Span: 0

District Office: 12

Labor Hours: 0

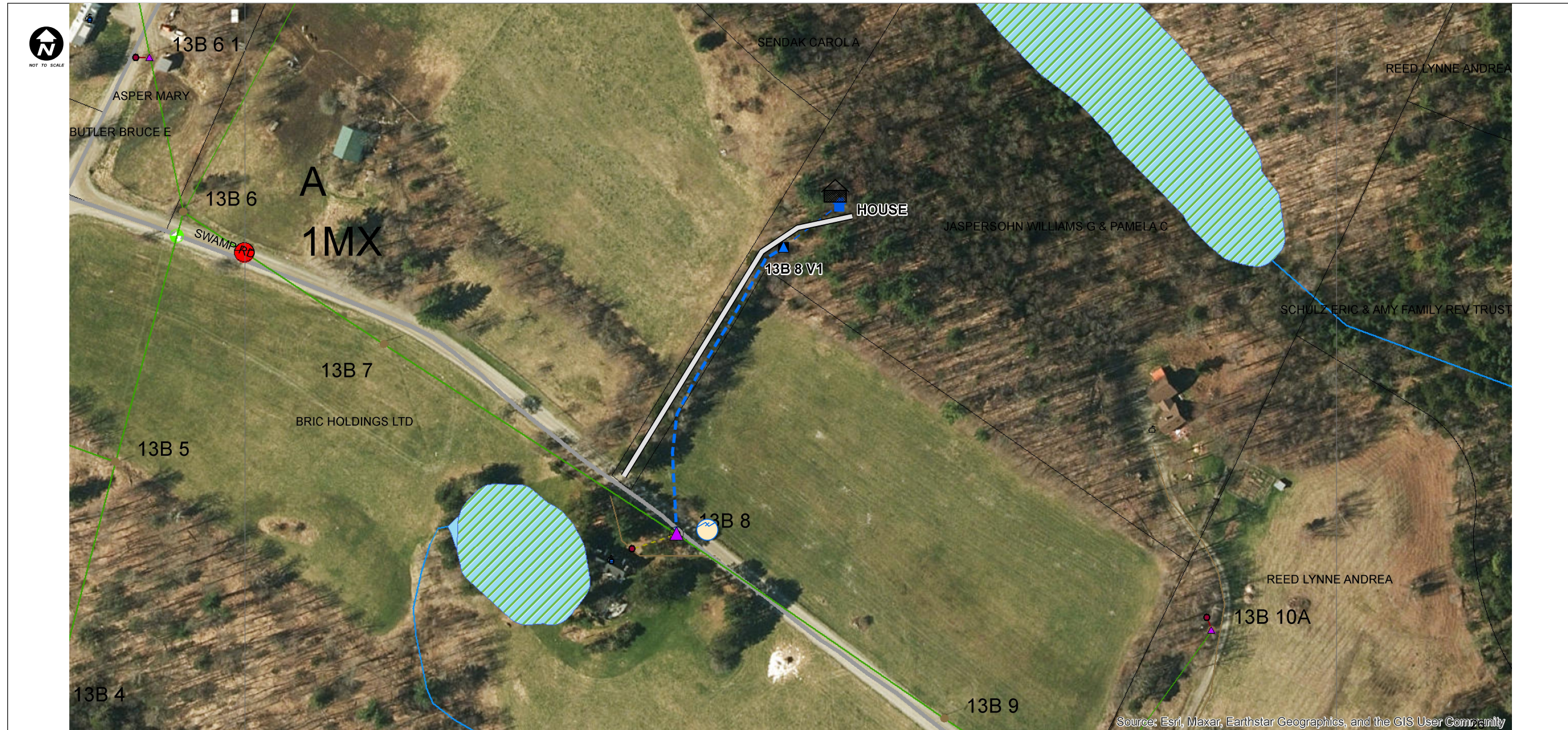
E = Existing
R = Retired
C = Construction

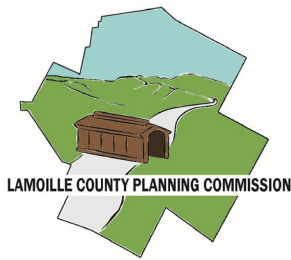


Scheduling/Outages:

Completed By

Completed Date





Lamoille County Planning Commission

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

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

To: Town of Johnson, Selectboard
From: Seth Jensen, Deputy Director, Lamoille County Planning Commission
Date: June 21, 2023
RE: Holmes Meadow Floodplain Restoration

Vermont Flood Resilient Communities Fund (FRCF) – Project at “Holmes Meadow”

Background

The purpose of this memo is to provide the Selectboard with an update on the grant awarded to the Town in December 2021 for a “protective buyout” of the “Holmes Meadow” property located on River Road. In 2019, LCPC completed a Hydraulic Modeling and Flood Evaluation project to identify opportunities to lower flood levels in Johnson. The “Holmes Meadow” property was identified as one place with the potential to reduce both flood levels and damage from ice jamming due to its location at a bend in the Lamoille Main Steam near the confluence of the Gihon River. The property can be accessed on River Road West (see attached map).

The “protective buyout” will be funded through the Flood Resilient Communities Fund (FRCF) grant award through VEM. The grant will fund all phases of a protective buyout and floodplain restoration project at Holmes Meadow.

There is no match from the Town required under this program.

Phases of the Project

VEM divided activities into two phases. Phase 1 will fund acquisition of the property, including appraisal and closing costs, final design and permitting for the floodplain restoration, and bid documents for the floodplain restoration. Once these items are complete, VEM will authorize funding for Phase 2, which will involve implementation of the restoration design and revegetation of the area.

Next Steps

Currently, the Town is in Phase 1. An appraisal was recently completed for the property and the property owner is reviewing the appraisal. If the property owner accepts the appraisal, the next step would be for him to sign a voluntary participation agreement and begin the acquisition process. Once the acquisition is complete, the property will be owned by the Town. LCPC will then begin working with an engineering team to complete the floodplain restoration design.

Please feel free to reach out with any questions – seth@lcpcvt.org or (802) 888-4548.

TOJ Administrator-Shared Mailbox

From: Vicky Abare <vabare@vlct.org>
Sent: Tuesday, October 10, 2023 1:11 PM
To: TOJ Administrator-Shared Mailbox
Subject: FW: Insurance for Town Sponsored Event

Hi Tom,

Yes, it is possible to provide the property owner with a certificate of coverage that names them as additional insured for the Town's use of the property during the event. We would need the physical address of the property as well as the date of the event. Also, the name of the property owner and mailing address.

An agreement that outlines the Town's responsibilities for the property use would be recommended. We don't have any models for this purpose, but the closest we have would be the facility use agreement.

<https://www.vlct.org/resource/model-contracts-facility-use>

If you need guidance on crowd control and parking issues, you can reach out to Larry Smith, your PACIF Loss Control Consultant. His email address is LSmith@vlct.org.

If you're utilizing volunteers to assist in the coordination of this event, the guidelines in the link might be useful. <https://www.vlct.org/resource/volunteer-risk-management>

I think that covers everything. If you have any other questions, please let me know.

Thank you and have a great rest of your day!

Vicky



Vicky Abare, AINS, AU

Sr. Underwriter

Vermont League of Cities & Towns

89 Main St. Suite 4, Montpelier, VT 05602

Phone: (800)649-7915

vabare@vlct.org

VLCT.ORG

Members: Explore our updated website and log in to the Municipal Access Portal! [Learn more.](#)

Attn: PACIF Members - [File a claim online](#) if you sustained property or auto damage from the flood of July 10 & 11, 2023.

See also: [VLCT's Flood Recovery webpage](#)

From: VLCT <info@vlct.org>
Sent: Tuesday, October 10, 2023 11:57 AM
To: VLCT Underwriting <underwriting@vlct.org>
Subject: FW: Insurance for Town Sponsored Event

From: TOJ Administrator-Shared Mailbox <tojadministrator@townofjohnson.com>
Sent: Tuesday, October 10, 2023 11:54 AM
To: VLCT <info@vlct.org>
Subject: Insurance for Town Sponsored Event

CAUTION: This email originated from outside of VLCT's email system. Maintain caution when opening external links/attachments

Hello,

I'm trying to find out what is required for the Town of Johnson to sponsor an event on private property. In this case it would be a haunted house and jack o' lantern gathering in the Sterling Market and parking lot. Would VLCT name the real estate owner as additional insured?

Thomas Galinat
Town Administrator
Town of Johnson
Office: 802-635-2611

Web: <http://townofjohnson.com/>

NOTE: Any response or reply to this electronic message may be subject to the Vermont Public Records Act.