

Town of Johnson
Town Administrator's Report
For May 20th, 2024

1. Consider additions or adjustments and approving agenda
 - a. Decision, please add Scribner Bridge Public Comment Hearing, this is a public hearing and a required component of the grant we received to perform a scoping study on the
2. Review invoices and orders
3. Public Comment
4. Selectboard issues and concerns
5. Planned Purchases
 - a. Gravel
 - i. Decision, this is a request to authorize Jason to spend the remainder of his gravel budget (less 5%) before 6/30. Jason would like to stockpile now for the coming season.
 - b. Rental of Excavator
 - i. Decision, this is a request to authorize Jason to utilize the remainder of his construction budget (less 5%) to rent the excavator on 6/1 to start the season's ditching projects.
6. Skatepark Committee Report, Plans, Requests
 - a. Information, this is a new item for the Board. Once a month the board will hear from a committee to give them a report, hear what they need for support, and for the committee to share their dreams and visions for the coming months. First on the list, Skatepark!
 - i. Future Report
 1. Decision, the board will have to decide on what committee they would like to hear from next. My suggestion would be either the planning commission with the new Town Plan or the Conservation Commission with all the happenings they have going on these days.
7. Class IV Road Policy Update
 - a. Decision, Duncan and I have made revisions to match the current State Aid and the current Mileage, the policy is attached within the packet. The main concern I have is matching the policy to the requirements of the MRGP. We are required to repair all segments of hydrologically connected roads, class 2-4, within 5 years or we will be fined for not complying with the permit. We have several miles of Class 4 roads that are now flagged as high priority. These segments are costing us points against our permit. The cost of repair of these sections would be astronomical. We have limited time to make the hard decision, reclassify as a legal trail, repair to class 4 spec, or pay the fine. I firmly believe this decision to start the process of identifying

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these sections of class 4 roads needs to begin in conjunction with the adoption of this policy. To kick this can down the road any further will cost us in the future either in fines or deferred maintenance.

8. Industrial Park

a. Mumley Update

i. Information, this will be an update from the engineer Tyler Mumley on the progress of the industrial park.

b. Funding Update

i. Decision, the board will likely have to make a decision on how to fund this project at this meeting or the next, based on the report from Mumley, Duncan, and the discussion to ensue.

9. LCRFF Hazard Mitigation

a. Appointment of Delegate of preapplication letter

i. Decision, there is a group of committed residents of the Lamoille Valley that are looking at the flood risk and mitigation from a watershed level. This group is applying for funding and needs the board to delegate a signer to take on this application. I have spoken with LCPC who will be working to put the preapplication together. I do not have a copy of the preapplication for the meeting.

b. Accept Volunteer Offer

i. Decision, Information, Eric Osgood, Dave Williams, and Beth Foy have discussed volunteering for this role. I'm not sure of the extent to which the role will require town support or how intensive the volunteer position will be at this time.

10. Purchasing Policy

a. Decision, the new purchasing policy is ready for review and possible adoption. Some major changes include a purchase order system, two signatures for po's, increased thresholds without board approval, and possible others. Susan Lovering has requested a means for committee volunteers to have some purchasing power, I believe with the PO two signature system this will be possible while providing protection against fraud and increased efficiency.

11. Lister Interlocal Agreement

a. Decision, Information, the Town of Sheldon would like to join the interlocal agreement. This agreement is going to reduce the cost to Johnson. It will likely increase the cost of administration. Rosemary is on vacation, so that cost may not be determined until after she gets back. Duncan has taken the lead on this and will report to the board.

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12. Cemetery Maintenance

a. Grow Cemetery Fence

- i. Decision, I ask the board to authorize Jason to spend up the remaining amount in the cemetery maintenance budget to install a fence around the perimeter of the Grow Cemetery. I visited the Grow Cemetery with Jason and walked it with the neighbor Mr. Whitehill. We all were able to agree on where the lines are, where the fence should go, and that the highway department can install the fence. I will work with Jason to ensure the project stays within the cemetery budget.

b. Long Term Maintenance

- i. Information, Discussion, all the cemeteries need a plan. A plan for maintenance, stone repair, cleaning, plotting lots of current burials and available lots. We are relying on a volunteer "sextant" who will not be doing this forever. While he is around it is my hope that the board work with him to establish what needs to be done and how to implement a plan for perpetuity. This plan will require additional funds in the FY26 budget as I believe there is deferred maintenance to address at every cemetery.

13. Planning and Priorities Meeting

- a. Decision, the board will have to decide where and when to hold the priorities meeting. The meeting was delayed until the downstairs was completed. At this time, we are waiting on the furniture to be delivered.

Town of Johnson, Vermont

Policy Regarding Class IV Highways & Trails

Background Data:

The Town has the following miles (Town and Village) of road by Classification as of

January 1st, 2023:	Town	Village	Total
Class II	12.50	1.64	14.14
Class III	37.19	4.78	41.97
Class IV	12.21	0.02	12.23
Legal Trail	0.32		

Total all miles	62.22	6.44	68.34
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Total Miles maintained by the Town (including Village), Class II and III = 56.11

% of Class IV miles to Class II & III = 21.8 %

State Aid to Highways payment to Town (data from 2023)

Class II rate	\$4916.01/mi	x 14.14 mi=	\$69,512.38
Class III rate	\$1825.44/mi	x 41.97 mi=	\$76,613.71
Class IV rate	\$0	x 12.23 mi=	\$0
Total			\$146,126.09

Total Highway Budget \$1,423,839.00 (data from 2023)

% of town highway budget received as State Aid 10.26%

Basis for Establishment of Policy:

The Class IV highways in Johnson vary in condition from being passable with a car to being little more than tracks through the woods. Class IV highways and trails receive no state aid to highway contribution, and have very limited eligibility for FEMA reimbursements in event of loss or damage in a federally declared disaster. Therefore, maintenance costs are borne by the local property tax.

Class IV highways and legal trails provide public rights of way as well as access to private land and therefore provide a public benefit.

State statute provides some guidance on the use and maintenance of Class IV highways and legal trails, which has been subject to interpretation and legal challenge over the

years. The statutes have been interpreted to require Towns to provide maintenance to bridges and culverts on Class IV highways (though the statutes do not specifically require or identify any specific level of maintenance) and no maintenance at all on Legal Trails.

The Courts have opined that a clearly written policy applied uniformly is highly desirable. Given these factors, this policy is adopted to provide standards of maintenance provided by the Town, maintenance by others, process for reclassification, permit process for work within the right of way, control and protection of highways and general guidance to those seeking to use Class IV highways and/or legal trails for access, recreation, development, or improvements.

Following the adoption by the Vt Legislature of Act 64 in 2015 and the subsequent rule making process undertaken by the Agency of Natural Resources, resulting in General Permit #3-9040, all towns in Vermont are subject to Municipal Roads General Permits (MRGP). These permits require certain work to be performed to all municipal roads, including identified hydrologically connected sections of Class IV roads. If there is a conflict between this policy and the Town of Johnson's MRGP, the requirements of the MRGP shall govern.

1. Definitions

Class IV Highway: Class IV highways are all other highways not falling under definitions of Class I, II, and III highways. Class I, II, and III are defined in Vermont Statutes for the purpose of receiving state aid and are passable by a pleasure vehicle on a year-round basis.

Class IV Roads are herein further described as follows:

Class IV highways currently provide access for a range of land uses from full time permanent residences, part time or seasonal residence and structures, farming and forestry activities and recreational uses. The condition of these roads also ranges from relatively good condition to little more than barely identifiable as roads. The use and condition of roads may be considered by the Selectboard when determining maintenance to be performed.

Trail: Trail means a public right-of-way which is not a highway and which:
(A) previously was a designated highway and having the same width as the designated town highway, or a lesser width if so designated, or
(B) a new public right-of-way laid out as a trail by the Selectboard for the purpose of providing access to abutting properties or for recreational use.

2. Change in Classification

It has been the general policy of the Selectboard not to reclassify Class IV highways or trails unless there is a demonstrated public benefit to doing so.

However, it is the right of an abutting landowner to request changes in highway status. The Selectboard, if so petitioned, will follow the procedures set out in 19 VSA §708-716.

In light of the passage of Act 64, the rules set forth by the Agency of Natural Resources (General Permit #3.9040), its Municipal Roads General Permit, and the specific requirements regarding Class IV roads, the Selectboard has to weigh the benefits to the public of retaining Class IV classification, and may consider reclassification to legal Trail status for some Class IV highways.

Under Vermont Statutes, Class IV highways may be reclassified to trail status, discontinued, or upgraded to Class III or higher status. Trails may be discontinued or upgraded to Class IV or higher status. Reclassification will be done in accordance with 19 VSA §708-716 and upon findings by the Selectboard that such reclassification is in the public good.

The full costs (including any surveys and legal costs) of upgrading a trail or a Class IV highway to a Class III or higher classification for the purpose of reclassification, shall be the sole responsibility of the petitioners. Any reclassification to Class III or higher shall conform to the Town Codes and Standards and Development Road Policy as is then currently in effect.

At a minimum, any road structure or subsurface work performed on or within the right of ways of a Class IV highway or trail for reclassification or any other reason (except as defined in Section 4 B 1&2) requires a Right of Way Permit from the Town as per 19 VSA §1111.

3. Town Policy

It has been the policy of the Selectboard to retain Class IV highways and trails for the public good, including multiple recreational uses, and retention of the right of way for potential future development, except as described above with regard to the requirements of the MRGP as relates to hydrologically connected sections.

Further, while the Town is not obligated to maintain Class IV roads, except as required by statute and the MGRP, or trails, it is the intent of the Town to have the Road Foreperson inspect Class IV roads annually to determine the extent of work required, if any, for compliance with any requirements of the aforementioned MRGP. In making such a determination, the town may consider performing preventative maintenance, where in its sole judgment such preventative maintenance is likely to prevent significant future damage, thereby saving money. The Town will make every effort to perform such work.

4. Maintenance by the Town

A. Trails

1. The Town shall not provide any summer or winter maintenance, or upkeep on trails.
2. The Town shall not be liable for construction, maintenance, repair, or safety of trails.

B. Class IV Highways

Requirements of Statute 19 VSA §310. Highways, bridges and trails (b):

Class 4 highways may be maintained to the extent required by the necessity of the Town, the public good and the convenience of the inhabitants of the Town or may be reclassified using the same procedure as for laying out highways and meeting standards set forth in §302 of this article.

1. The Town shall not provide any regular summer or winter maintenance of Class IV highways except as the town may determine to be required for the necessity of the Town, the public good and the convenience of the inhabitants of the Town, the requirements of the MRGP and when staff and financial resources allow (see Section 3). Such work will in no way obligate the Town to perform any additional maintenance or repairs of any nature.
 2. Notwithstanding the above, the Selectboard, at it's sole discretion and judgment, may authorize repairs to a Class IV highway (or at it's sole discretion delegate such authority to the Highway Foreman), if the following conditions are met:
 - a. The Highway crew has the capacity to perform the work without impacting work on Class III and Class II highways and other obligations they may have;
 - b. Funds are available to perform the work without impacting Class II and III highway maintenance obligations;
 - c. The repairs are either required by the MRGP or are deemed essential for the protection or preservation of the highway.

Any such requests shall be evaluated on an individual basis with consideration given to the use and condition of the highway and the cost/benefit to the public. Any such work shall not obligate the town for any future repairs or maintenance.

5. Emergency Access

Notwithstanding the fact that the town shall provide no summer or winter maintenance as described above, in the event of an emergency such as a fire or medical emergency and if requested, the Town may (but shall not be required to) make attempts to assist emergency vehicles to access properties located on Class IV roads but the Town shall accept no responsibility for the inability of emergency vehicles to access such properties due to road conditions, weather conditions or any other factors.

6. Maintenance Work by Others

NOTE: It is recommended that any subsurface road or ditch work be preceded by notification to DigSafe (Call 811 or 888-DIG-SAFE or see <http://www.digsafe.com>).

1. Repair and maintenance which does not adversely affect the highway or trail, will be allowed without permit by the Town. The highway shall be left in as good or better condition as existed prior to beginning any such work. Repair and maintenance activities shall be limited to generally accepted practices such as grading and shaping and crowning the roadbed, addition (6" or less) of gravel to the wear surface, establishing or repairing water bars, and cleaning ditches (requiring 6" or less of excavation). While no permit is required, Notification to the Road Foreman and or Road Commissioner is required prior to commencing work.
2. Snow plowing (snow removal by any usual means) of Class IV roads or legal trails by abutting landowners, tenants and/or their contracted help shall also be allowed without a permit. Any damage done to the road, bridges, culverts, etc. is the responsibility of the snowplow operator, and may be recoverable by the town. Any winter plowing of a class IV highway granted by the Selectboard or this policy to parties other than a municipality shall not nullify the snowmobiling privileges under 23 V.S.A. § 3206(b)(2).
3. Permits required: Anything other than general maintenance and repair and snow plowing as described in Section 6. 1 and 2 above, shall require a ROW Permit, including but not limited to, construction requiring excavations of more than 6", the installations of culverts, the addition of more than 6" of gravel, widening or otherwise changing the character of the highway or similar construction, in accordance with the ROW permit process of the Town.
4. The physical character (width and drainage) and general use of the highway shall be maintained unless otherwise permitted by the Selectboard.
5. Stonewalls can provide valuable historic markers for establishing the locations of the highway rights of way and shall not be removed without the written consent of the Selectboard.
6. A surety bond or damage deposit may be required by the town in conjunction with the ROW Permit for any repairs, alterations, construction or use of the

highway which may be deemed to cause or have a high chance of causing damage to said highway. The bond or deposit shall reflect a reasonable estimate of repairs for potential damage. Upon satisfactory completion of the work, Notice to the Town, inspection of the work by the Town, and any retention requirements from the permit, the funds (less interest) will be returned to the applicant.

See the Town's Work in the Right of Way policy for all questions related to work done in the road or the town's right of way adjacent to the road.

5. Control and Protection

The Selectboard shall strive to preserve the integrity of Class IV highways and trails as public rights-of-way by means which may include, but are not limited to, the following:

- A. Establishment of vehicle weight limits.
- B. Prohibition or restriction of wheeled vehicle use during mud and snow season (including non-exempt sap haulers); signs and barricades may be utilized to accomplish this purpose.
- C. Requirements for temporary permits for heavy equipment access may be imposed and the stipulation included that any highway damaged will be repaired by or at the expense of the user; posting of bond or other security to guarantee that repairs are made, may be required as a condition of any permits.
- D. Establishment of speed limits.

7. Right-of-Way Access

The Selectboard shall control access into the highway right-of way for the installation or repair of utilities and for access of driveways, entrances, and approaches through the Highway and Right of Access Permit process as defined in 19 VSA §1111.

Notwithstanding the above, nothing herein shall be deemed to negate or repeal permit requirements for working in or adjacent to highway rights-of-way.

8. Posting and Gating of Highway

No highway of any Class may be closed by a gate or other obstruction except upon approval of the Selectboard (see: 19 VSA §§304 and 1105). The Selectboard may post a highway in accordance with 19 VSA §1110. The Selectboard may post a highway for the purposes of preserving the integrity of the road (see 19 VSA §304).

9. Disputed Right of Way Situation

It is recommended that any person(s) or entity(s) considering any road work requiring a Town Permit first consult with the Town regarding the Right of Way (ROW) location. 19 VSA Section 32 states that the right of way shall be assumed to 1.5 rods either side of the centerline of the existing road, whenever the original survey was not properly recorded, or the records preserved, or the terminations and boundaries cannot be determined. Right of Way disputes shall be resolved in accordance with the provisions of 19VSA Section 33.

10. Compliance with other Regulations

This policy is written to establish and clarify standards of construction and the authority of the Selectboard and its authorized representatives.

All other policies and regulations adopted by the Town of Johnson shall remain in full force and effect.

Town of Johnson - Light Industrial/Commercial Park

Task	Consultant/Contractor	Construction Cost Estimate	Town Funding Stack	Funding Source	Obligated, Anticipated, Awarded	Match Requirement	Notes
Design & Permit Applications	Mumley Eng.	\$46,500.00	\$46,500.00	Local / ARPA committed	Obligated	None	Town committed ARPA funds
	Total	\$46,500.00	\$46,500.00				
Possible extra costs State Permit Studies, Impact Fees, Permits (Mumley estimate), use cell d 41 our estimate	TBD	\$68,000.00	\$68,000.00	see adjustments below		50% match, 90% can be federal	Town: LEDC to whether NBRC amendment & partial N to P can to cover cost. DH: Not likely
	Total	\$68,000.00	\$68,000.00				
Environmental Review (NEPA)	Mumley & TBD	\$40,600.00	\$40,600.00	Additional cost		50% match, 90% can be federal	Amend Grant Budget to add in NEPA Review costs? Likely will not increase grant award.
	Total	\$40,600.00	\$40,600.00				
Total Grant Award to town! LDD fees (1%) included in grant 1% of grant Mumley estimate of construction	TBD	\$1,723,890.84	\$861,945.42	NBRC town amount	Awarded	50% match, 90% can be federal	11/2023 cost estimate, based 10% contingency for construction
	LDD (LEDC)	\$17,238.50	\$17,238.50	Included in NBRC	Awarded		
	general admin	\$17,238.50	\$539,016.00	ARPA Designated	Obligated		\$548199.00- \$539016.00= \$9183.00 (to reserve fund +12043 prior = \$21226.00)
	construction %10 contin.	\$1,689,414.00	\$175,000.00	Revolving Loan Fund	NBRC confirmed it can be used		what category? Working capital or construction?
	total	\$1,723,891.00	\$75,000.00	Designated Surplus budget funds	in budget		proposed surplus
Total	\$1,878,990.84	\$1,665,961.42	\$15,000.00	Grant Match Fund	R Fund		would leave balance of \$6226.00 in fund

10% construction contingency Additional 15% contingency 25% construction contingency 15% construction contingency

Total Estimated Project Cost	\$1,878,990.84	\$253,412.10	\$2,132,402.94	\$1,963,461.54	\$1,723,890.00	\$ 861,945.00	\$ 861,945.00
Total Funding Stack	\$1,665,961.42	additional 5%	\$1,665,961.42	\$1,665,961.42	\$ 635,516.00		
Total cost less Design costs	\$1,832,490.84		\$2,085,902.94	\$1,916,961.54			
Estimated Unfunded Cost (bond need)	\$166,529.42		\$419,941.52	\$251,000.12			

Possible additional Costs	estimates	Mumley Revised 4.23	mumley revised	estimated construction	town share	NBRC share (MAX)
LCPC/LEDC estimates	\$ 25,000.00		mumley revised	\$ 46,500.00	this amount applied to budget as per SB vote	
Utility upgrades	\$ 25,000.00		mumley revised	\$ 539,016.00	available and applied to match	
Highway Intersection upgrades	\$ 16,000.00		Use LCPC for traffic count?	\$ 861,945.00		
Update Traffic Study	\$ 15,000.00		LCPC (checking w/ sr&f)	(322,929.00)	shortfall with no additional costs or funds	
Legal Docs	\$ 7,500.00		mumley revised	\$ 265,000.00	\$175k RLF, \$85k budget/surplus	
Wetland Delineation	\$ 15,000.00		confirmed not needed	(57,929.00)	cell D 41 + NEPA study	
Archeology Phase 1	\$ 10,000.00		probably not needed*	108,600.00		
Phase 1 Environmental Assessment	\$ 5,000.00			166,529.00		
Bid document prep	\$ 40,000.00		affected area below threshold			
Prime ag mitigation fee	\$ 50,000.00		Mitigate with Prindle Lot			
Deer wintering mitigation	\$ 20,000.00		mumley revised			
Wetland Impact Fee and buffering	\$ 10,000.00					
Permit fees (some are municipal exempt)	\$ 7,000.00					
Construction layout	\$ 5,000.00					
Construction inspection	\$ 250,500.00					

10% construction contingency 25% construction contingency 15% construction contingency

Questions:
 Would NBRC consider an amendment in to increase grant?
 Can we look at VEDA as a source for "bond" (see Bob Fletcher letter)
 How is Mumley feeling about their construction cost estimates?

*this amount may also reduce the total

**Office of Selectboards
Hyde Park Town, VT
Town of Johnson, VT
Town of St. George, VT
Town of Berkshire, VT
Town of Sheldon, VT
Approval of Interlocal Agreement
for Shared Services**

May 14 2024 DRAFT

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

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

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

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

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

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

Respectfully submitted,
Towns Committee Members
Susan Bartlett, Hyde Park
Duncan Hastings, Johnson

INTERLOCAL AGREEMENT FOR SHARED ASSESSOR SERVICES

RECITALS

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

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

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

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

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

QUALIFICATIONS OF ASSESSORS

Johnson agrees to obtain the services of an assessor meeting the requirements of the attached job description for Assessor-Level I, or higher. Such assessor will not have a supervisory role and ification from the State per the certification process of Vermont Property Valuation and Review ("**VT PVR**").

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

1.0 DUTIES AND RESPONSIBILITIES OF ASSESSORS

The Assessor-Level II-Supervisory will initially serve as the assessor of record for each of the Towns. The assessor of record will transfer to another person upon the signed acknowledgement of all parties to this Agreement. e Assessor-Level II-Supervisory and Assessor-Level I (collectively referred to as the

“Assessors”) will be tasked with satisfying (i) all requirements contained in the Vermont State Statutes and (ii) all requirements or recommendations of VT PVR (the **“Assessing Requirements”**).

- 1.1 The Assessors shall prepare and transmit to the Towns’ selectboards a detailed schedule for delivery of documents to comply with VT PVR deadlines upon the request of one or all of the towns, and to correct any deficiencies in and submit any outstanding reports and filings as required.
- 1.2 The Towns agree that the Assessors will be tasked with the following things, as applicable, to bring the Towns into compliance and to maintain compliance:
 - 1.2.1 Property Transfers
 - 1.2.2 Name and address Changes
 - 1.2.3 HS 122 downloads
 - 1.2.4 Completing ongoing downloads from the State
 - 1.2.5 Basic data entry of transfers
 - 1.2.6 Current Use downloads
 - 1.2.7 Assessors assist with current use calculations
 - 1.2.8 Assessors work with PVR on Equalization issues
 - 1.2.9 Assessors’ complete grievance hearings and BCA hearings.
 - 1.2.10 State level or court hearings
 - 1.2.11 Appraisal inspections and valuation will be completed as needed.
 - 1.2.12 Attend one Selectboard meeting each January to report on the prior year’s final Grand List amount and help project the next year’s Grand List percentage increase relative to the prior year Grand List.
 - 1.2.13 Perform any other duties required under Title 32, including tasks not specifically related to preparation and maintenance of Grand Lists, but traditionally performed by Listers. .

1.3 The Towns understand that reappraisal services, such as a town-wide reappraisal, are to be conducted under a separate contract, outside this Agreement which is for Grand List maintenance duties. Nothing herein shall prevent the assessor(s) from cooperating with and providing information to any such reappraisal firm engaged by one of the participating towns.

2.0 DUTIES AND RESPONSIBILITIES OF THE TOWNS:

2.1 The Towns shall provide the Assessors with reasonable access to records, documents, databases and information in order to allow the Assessors to satisfy the Assessing Requirements.

2.2 The Towns shall provide any technology, equipment, and workspace necessary for the Assessors to carry out the Assessing Requirements.

2.3 The Towns shall, at all times and under all circumstances, remain solely liable for any and

all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Towns' appraisal or assessment functions or any other municipal legal obligations under any applicable State Property Tax Laws. The Towns shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State court or review body.

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

3.0 ASSESSOR COMPENSATION

- 3.1 The Assessors will be employees of Johnson and shall be paid and earn benefits per the terms and conditions set forth in the attached offers of employment.
- 3.2 If additional Towns seek the services of the Assessors, then all documents and agreements shall be updated by the existing selectboard partners and then accepted by the existing towns and additional town or towns by signing the new Agreement.
- 3.3 The parties understand that it may be necessary to modify the pay, and terms of employment, should the Assessors acquire certification levels from VT PVR that were not previously issued.
- 3.4 Nothing in this Section shall operate to limit a Town's right to seek amendments to this Agreement or terminate this Agreement at any time after the first 6 months of this Agreement. In the event any party desires to terminate said Agreement they shall provide 60 days written notice of intent to terminate to the authorized representatives(s) and shall be responsible for any costs up to the point of termination.
- 3.5 If the Town administering the payroll and benefits for the Assessors fails to timely invoice other participating towns for their appropriate share of costs, within 60 days of services being provided, then those costs remain due and payable when invoiced. If a Town, at any time becomes delinquent in its payment, then that Town may be removed from this Agreement by majority vote of the other participating town(s)' selectboard. Notwithstanding any other term and condition in this Agreement, if a Town pursues any legal action in any court to secure its payment or past due payment under this Agreement, the delinquent Town agrees to pay all costs and expenses, including attorney's fees and court costs, incurred for collection of any amount owed by the delinquent Town.
- 3.6 The parties to this Agreement further agree to abide by the terms and conditions set forth in Attachment A regarding administration of this Agreement and reimbursement of costs.

4.0 EFFECTIVE DATE AND TERM OF AGREEMENT

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

5.0 ASSESSOR EMPLOYMENT STATUS

Upon termination of either Assessor, Johnson will seek to hire an interim Assessor(s) until the parties are able to amend this Agreement.

6.0 ENTIRE AGREEMENT

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

7.0 AMENDMENTS

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

8.0 SEVERABILITY

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

9.0 GOVERNING LAW

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

10.0 COUNTERPARTS

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

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

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

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

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

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

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

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

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

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

EXECUTED: _____ Date: _____
Name and Title:

WITNESSED: _____ Date: _____
Name and Title:

Attachment A
Towns of Hyde Park, Johnson, Vt. St. George, Berkshire and Sheldon
Roles and Responsibilities

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

It is hereby understood and agreed that:

1. The Town of Johnson will hire, as its employees, an Assessor-Level I, or higher, and a Supervisory Assessor Level II, or higher. Both positions will provide property assessment and Grand List maintenance services to the Towns, as outlined in the interlocal agreement. It is anticipated at this time that the towns will, on an annual average basis, require no more than 8 hours for Johnson, 8 hours for Hyde Park, 4 hours for St. George and 4 hours for Berkshire and 8 hrs for Sheldon. The Assessor Level II–Supervisory position, now held by Terri Sabens, is an on-call position upon the request of the Selectboard representatives.
2. The services provided are described in job descriptions attached to the interlocal agreement. The role of the Assessor-Level II-Supervisory while the Town is employing a non-supervisory Assessor shall be to provide oversight, guidance, time management, Title 32 compliance monitoring and training.. The Supervisory Assessor shall also assist with specific tasks, like data entry and filing reports, for compliance, to ensure both towns’ Grand List is maintained and submitted to the Town Clerk and Division of Property Valuation and Review. The role of the Supervisory Assessor may continue with mutual consent of that person and Towns.
3. The terms and conditions of employment for both positions will be set forth in the offer of employment letters attached hereto. Said employees will be employees of the Town of Johnson and subject to the Town of Johnson’s adopted personnel rules, regulations and policies as they exist at the time of hire, or as amended. Any assessor actions or inactions that may result in the potential for the towns to incur unanticipated expenses or risk non-compliance shall be presented to the Towns’ board representative as soon as practical for their consideration, such as major software or equipment failures, incidents during field work that may raise a town liability concern and additional work hours for special projects not previously discussed and approved.
4. The selectboards of each town shall appoint an authorized representative to review employee performance, provide a point of communication between boards and make any recommendations for changes to terms and conditions of employment and or to the interlocal agreement. The authorized representatives will provide feedback to the Johnson selectboard (for the purposes of employee evaluation) and on overall shared services matters, on at least a quarterly basis. The Towns will endeavor to communicate frequently with each other during the effective period of the interlocal agreement to evaluate the effectiveness of the shared services and work together to address any concerns or issues as promptly as possible.
5. The Town of Johnson will compensate the employees based on their normal procedures (which currently pays on a weekly pay period), using timesheets submitted by said employee(s). Timesheets shall separately account for hours and mileage attributable to each town.
6. While every effort will be made to limit weekly hours to no more than 40 hrs. per week, there may be times when it is necessary. In that event the bullets below shall act as guidance for assigning the overtime costs to each town:
 - a. If Town A’s hours exceeds 40 and the other does not, Town A pays 100% of the overtime costs
 - b. If all towns are over 40 then each pays their own overtime hours.
 - c. If all four towns are under 40 hours individually but the combination is over 40, then the amount of overtime is proportionately charged to each town.

For example:

Town A has 20 hours or 40% of overtime responsibility (20/50)

Town B has 10 hours or 20% of overtime responsibility (10/50)

Town C has 5 hours or 10% of overtime responsibility (5/50)

Town D has 15 hours or 30% of overtime responsibility (15/50)

- d. The above formula in 6, c applies to the situation where one or more towns have more than 40 hours of service in one week.
 - e. If a town's employment of the Assessor for any purpose other than assessor services as per the interlocal agreement, causes the total hours worked by the employee to exceed 40 hours, that town will compensate the employee for overtime hours in accordance with state and federal labor rules, regulations, or laws.
7. Not less than quarterly nor more than monthly the Town of Johnson will invoice the Town of Hyde Park, Town of St. George, Town of Berkshire and Town of Sheldon for Johnson's costs associated with compensating said employees for those costs attributable to Hyde Park, St. George, Berkshire and Sheldon. These costs include (but may not be limited to) hourly rate, any stipends or additional payments, mileage, FICA, Unemployment and Workers Comp Insurance and a flat fee for administration of \$81.50 per month per town. Additionally, the Town of Johnson shall inform each town on or near June 20th, any accrued liabilities, like paid time off, that have been earned by the employee. The Towns of Hyde Park, St George, Berkshire and Sheldon agree to reimburse the Town of Johnson for any accrued liabilities payable to the employee or previously paid by the Town of Johnson associated with the separation of service (for any reason) of the employee, based on a pro rata share.
8. The Town of Hyde Park, Town of St. George, Berkshire and Sheldon agree to reimburse the Town of Johnson for its reasonable expenses in a timely manner following receipt of the Johnson invoice, such invoice to be itemized or supported by payroll records normally produced by the Town.

AGREED BY AND UPON THE DATE SIGNED BELOW:

Town of Johnson authorized signature

Date: ___/___/2024

Town of Hyde Park authorized signature

Date: ___/___/2024

Town of St. George authorized signature

Date: ___/___/2024

Town of Berkshire authorized signature

Date: ___/___/2024

Town of Sheldon authorized signature

Date: ___/___/2024

Copy of Offer of Employment letter to be added upon execution.

Grow Cemetery

Waterman Road
Johnson, Vermont

