

Town of Johnson
Town Administrator's Report
Monday, April 21st, 2025

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

1. 6:30-6:35pm Consider Additions or Adjustments
2. 6:35pm Review Invoices and Orders
3. 6:35-6:40pm Public Comment
4. 6:40-6:45pm Selectboard Issues and Concerns
5. 6:45-6:50pm Planned Purchases
6. 6:50-6:55pm Appointment of Adrian Schmidt to the Rail Trail Committee
7. 6:55-7:00pm Accept the Resignation of Kyle Nuse from the Beautification Committee

Committee Update

8. 7:00-7:10pm Tree Board

Susan Lovering will present for the Tree Board. The board has been very busy with pruning, replanting, and planning already this spring. The tree board presented a plan in 2016, I think the board should board request this plan be revisited, updated, and presented back to the board for approval. A shade tree plan is essential for long term planning for maintenance and budgeting. The draft from 2016 looks good and I'd like the board's permission to revisit this with the Tree Board and present at a future meeting.

- a. Future Committee

Work Session Items: Information, Action, or Review may be taken

9. 7:10-7:20pm Rail Trail Committee permission for a Kiosk on Legion Field

The Rail Trail Committee would like permission from the Selectboard to place a kiosk on Legion Field with maps for the Rail Trail. One map would have local services and businesses and the other would be of the rail trail.

10. 7:20-7:30pm Vermont 250th

This year is the 250th anniversary of the State of Vermont and the American Revolution. Dick Simays, from the Historical Society, will be present to talk this topic. Dianna Osgood will also be present. Mike Dunham sent an example of a proclamation for these significant events.

11. 7:30-7:40pm School Street Traffic

This week Adrienne and I met with the Studio Center to investigate a partnership between the town and VSC where the town provides materials and VSC would provide the artist to incorporate 3-d or artistic crosswalks. The location of the crosswalks and the parking lines will have to be reviewed after the library is moved and a new driveway is installed. Adrienne also met with Sue Lovering about the how, where, and which, of planting new trees on School Street. Both efforts are intended to be traffic calming measures to slow traffic on school street. These crosswalks on School Street and Pearl Street will have to be repainted this summer or next, and we will either have to pay the State to paint them or we buy the paint for the Studio Center to paint them.

Suggested Motion: Move to Authorize Adrienne Parker and the Town Administrator to work with the Road Foreman, Elementary School, Vermont Studio Center, Lamoille County Sherri's Department, and the Tree Board to create a plan that is orange book compliant for crosswalks and within our road maintenance budget for the May 6th meeting.

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12. 7:40-7:45pm Library Relocation

a. Highway Crew Temp Hire for Library Move

The highway crew will be short 2 employees the night of the move. We had one member give notice and our foreman will be on vacation. Jason and Ryan have found two people who can fill in from Hyde Park and Wolcott. They are current employees and part of the DISA drug testing pool. The request is to hire these two people as seasonal employees for one night at their current overtime rate of pay. This amount will be charged to the library grant project and will not be part of the payroll of the Highway Budget. They will not be operating CDL vehicles, they will be walking the route, taking down signs, reinstalling signs, moving barricades, placing and removing MUTCD easel signs, and assisting the three Town of Johnson Employees. I would recommend that the Town Administrator work with Peter Hammond as the Library Liaison to draft a clear offer letter and reach out to the neighboring towns for references and approval of the one day hire.

Suggested Motion: Move to hire two seasonal employees for the library move and delegate Peter Hammond to vet potential employees and sign an offer letter on behalf of this board.

13. 7:45-7:50pm CDBG Funding Options

The Village voted to move forward with the Obligated FEMA dollars to elevate and repair the sewage treatment facility in place. This means the plan to possibly move the facility and move the municipal building is no longer viable. I feel the board should still move forward with a project when the application period is open. I recommend the board delegate one or two members of the board to work with the Town Administrator and the Community and Economic Development Specialist to come up with a few viable options for the board to put an application in for when the application period opens. This is expected to occur in early to mid-June. I want to stress that this will likely be the last round of federal funding related to the 2023 event. We need to capitalize on this opportunity as much as possible. I would like to continue working with the state and regional officials on this opportunity.

Suggested Motion: Move to authorize Selectboard Member "x" and "y" to work with the Town Administrator and the Community and Economic Development Specialist to prepare options for the board by the May 19th meeting.

14. 7:50-7:55pm Appointment Policy

This policy keeps getting pushed back. I would like the board to decide if they want to pursue changes or not. The current draft still needs some work. If the board would like to pursue a new policy defining the roles of committees and the selectboard I suggest we delegate a board member to work with the Town Administrator to bring this before the board for final approval on May 19th.

15. 7:55-8:00pm Marvin Awards

The Jim Marvin Award is for a member of the community who demonstrates excellence in project design that contributes to the community or excellence in community service. The board nominates someone every year. The deadline for nominations is May 16th.

16. 8:00-8:05pm LEMP Adoption

The board needs to adopt our Local Emergency Management Plan by May 1st. This year has some new additions and will need a bit of updating. Eben Patch, our Emergency Management Director, is working

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on these updates. I would recommend the board adopt the new Lemp or delegate Eben to sign for adoption of the LEMP on behalf of the board once these new requirements are updated.

17. 8:05-8:10pm VECoop Agreement/MSI Contract for VECoop Stormwater Project

Both the MSI contract and the VECoop agreement have been vetted by our attorney and ready for the town to sign. These documents are necessary for the 3 Arce Stormwater Public Private Partnership to move forward. The bid process is complete and the project is ready for construction. I strongly recommend that the board only agree to sign the MSI contract AFTER the Town and VECoop sign the Agreement.

Suggested Motion: Move to authorize the Chair or the Town Administrator to sign the Vermont Electric Coop Agreement and the MSI contract for the 3-Arce Stormwater Public Private Partnership, once the agreement is signed by Vermont Electric Coop, the authorized can sign the MSI contract.

18. 8:10-8:20pm Website Update

Adrienne Parker has been working with TownWeb on the new website and will present to the board the progress, successes and what we should be expecting. I personally want to thank Adrienne for taking this role on.

19. 8:20-8:30pm CEDS Update

Randall will be in person to present his report. He has three possible action items for the board to consider.

20. 8:30-8:35pm Industrial Park next Steps

21. 8:35-8:45pm Highway Open Position

Our road crew is now down a person. The crew would like to replace this opening as soon as possible. The road crew is now a public works department which has been instrumental with our committees and town projects to be successful and in some cases, would not have been possible if the work was contracted out. I have been asked to bring a justification for this position to the meeting, I have not had a chance to build a report, but I will prepare something for Monday. I think the board really has to make a decision about whether we need a public works department or we just want a highway department.

22. 8:45-8:50pm Pickup Truck review and approve bids.

At the last meeting the board only had one bid in front of them, Jason was only able to get one other bid, Ford did not put a number in. We will be comparing Dodge vs Chevy. The road crew is in favor of the Dodge 5500. This crew cab will carry all 5 guys, provide dump, sanding, and plow services. The intent of an oversized non-CDL pickup is to replace the CV with a truck similar to this. This will provide long term versatility for the crew as we transition our vehicles.

23. 8:50-9:00m Old Business: TA and CEDS priority list, Capital Budget and Plan, TSSA, Joint Properties, Road Reclassification, Scribner Bridge Grants, Buyout Property Planning, Gravel Pit

Executive Session

24. 9:00pm Executive Session for Employment Evaluation 1 V.S.A. § 313(a)(3)

25. Executive Session for the Negotiating or Securing of Real Estate Purchase or Lease Options 1 V.S.A. § 313(a)(2)

Tree Board Questionnaire

Committee questions to answer prior to Selectboard Meetings:

- Share a recent accomplishment large or small.
 - Most recently: Along with a bunch of volunteers, we dug and moved our crabapple from the library's front yard to the Arboretum. with care, we expect it to survive.
 - The watering system at the Arboretum will be up and running by the 1st week of May.
- List of committee members
 - Sue Lovering, Noel Dodge (Tree Warden), Rob Maynard, Jacob Vandorn, Brian Vandorn
- Are you looking at grants for any proposed projects this year?
 - Not so far. We applied for a grant in December but the funds were pulled.
- o If yes, a brief explanation.
- List 1 or 2 items in each category if possible.
- o What are your needs (highest priorities)?
 - More funding for maintenance on the street and Arboretum trees The cost of mulch, compost, fencing has increased greatly.
 - Labor. We will need to hire an arborist at some point soon to prune some branches that are too high for us to reach.
 - Better mowing at the Arboretum. Weed whacking.
 - Planting large trees along the Gihon at the Arboretum to augment the riparian resilience there.
- o What are your desires/wants (longer term priority)?
 - We'd love to have more people step up to help with weeding, fertilizing, liming, and mulching.
 - We could also use a dump trailer, wheelbarrows,
- Is there a long-term committee plan/or vision?

Yes, indeedy.
- o If yes, a brief explanation
 - We see FEMA properties correctly planted with riparian buffers for flood resilience. Small lots should be completely wooded.
 - Growing the Arboretum to be a well-designed, layered, beautifully maintained forest of unique specimens that bring people to Johnson. There are people who won't come for sports, but will come for gardens and the environment.
 - Lining the village's streets with trees that provide a village feeling.
 - Replacing invasives and broken trees/shrubs in public places with healthy plants. Example: Large invasive honeysuckle in Whiting Hill Cemetery.

JOHNSON COMMUNITY FORESTRY PLAN

*Prepared by Sue Lovering
For the Town and Village of Johnson
May, 2016*



Main Street circa 1920 and 2013



Acknowledgements

This plan has been funded by the Vermont Urban and Community Program, who have given great support to Johnson and its urban trees. Special thanks go to Elise Schadler and Danielle Fitzko, for the generous gift of their time and knowledge.

Thanks are also extended to the Johnson Historical society for providing the historic pictures used in this plan. Thanks go to Glenn Callahan for the use of his photo of today's Main Street on the cover, to Linda Jones for the photo of the 2015 Main Street parade and to Sue Lovering for the remainder of the contemporary photos.

The 2014 Johnson Village Street Tree Inventory was also funded by the Vermont Urban and Community Forest Program. Thanks go to The UCF staff, David Wilcox, Vermont State Lands Forester, and Sue Lovering, Noel Dodge and Lois Frey, of the Johnson Tree Board and Conservation Commission for their help in inventorying the trees.

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Executive Summary

The Johnson Tree Board's vision for our urban forest is to create a healthy and vibrant community forest that will shade and benefit Johnson's streets and citizens. The Board has crafted a long-term plan for maintenance and protection of the trees that will ensure that our public trees will survive far into the future and act as a template for future plans and caretakers. This will safeguard Johnson's investment in the trees and allow economic and aesthetic benefits to grow as they mature.

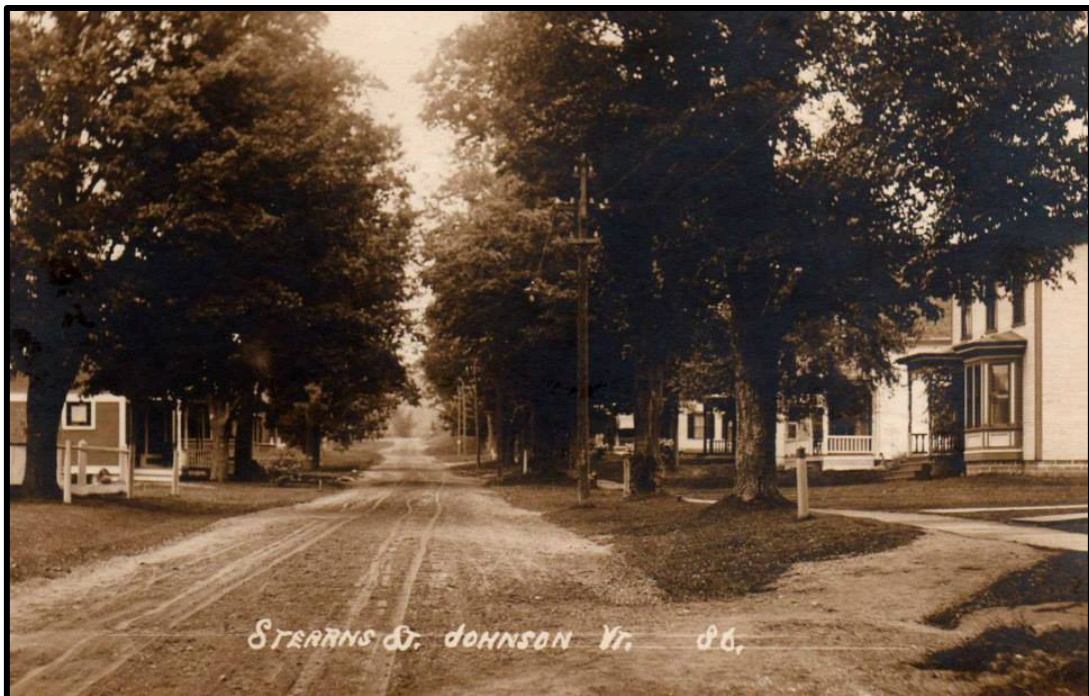
This document sets forth a three year plan to help accomplish that vision by setting goals and the actions required to achieve them. Working in conjunction with the Town's Select Board, the Village Trustees, Johnson Works, the Conservation Commission, the Johnson Beautification Committee and the Recreation Committee, the Tree Board will not only maintain the trees' health but plan for future new tree plantings and the overall beauty of our Village streets and public places.

As well, the Tree Board hopes for a greater involvement by the community that will increase the sense of ownership of the trees; in short, the 'urban forest' will become the 'community

forest'. Community outreach and encouragement of volunteer help from within the community will make this happen.

An overview of the conclusions reached in this plan include:

- Johnson has a good start on caring for the town trees but extensive pruning and other maintenance need to be done, particularly on older trees
- Although Johnson's resources are limited, an annual budget needs to be in place, along with pursuit of funding from other sources such as grants
- Training of road crews in tree care, planting methods and hazard tree control is needed
- Attention should be paid to the long term goal of mature and healthy street trees. Development of a Tree Ordinance will help achieve that by providing standards that will aid in tree protection
- Development of performance standards for tree protection during construction is needed
- Johnson is lucky to have a committed Tree Board and a supportive local government



Stearns Street, ca. 1910

Why is a plan necessary?

- Urban trees give the most advantageous cost benefits when they are of mature size. Therefore, a long range maintenance plan is necessary to ensure that Johnson's trees not only survive but thrive well into the future. A long range plan will assure seamless continuity of care as boards and road crews change personnel.
- The existence of this plan will help increase the chances of obtaining grant funding for future projects related to tree care and tree program development.
- The Steering Committee for Form Based Code and the Planning Commission have identified Walkability as a desirable goal for Johnson's future. A healthy, mature urban forest will help achieve that goal by creating a pleasant, enjoyable and comfortable space that invites people to walk, shop and linger.
- A long range maintenance plan will be useful for future environmental and developmental planning.

Purpose

Johnson's urban forest is a valuable asset; one that has been acquired at a significant cost of both money and effort. Improving the quality of all of Johnson's public and private trees over time in ways that optimize the environmental, social, and economic benefits to the town will result in achieving protection of that asset. The goals of this plan are the preservation of the urban forest, increasing the canopy cover in the Village, increasing oversight for the protection of the urban trees, the promotion of new tree plantings, to provide awareness within the community of the importance of trees and tree care, and to promote greater collaboration between the Town and the community as it involves the care of Johnson's trees. The plan will provide a three year guide to achieving them.

A priority is to reclaim the beauty and stately quality of Johnson's Main Street trees. As well, as the summers grow hotter and traffic increases on Main Street, the need for shade and the reduction of particulate pollutants will also increase. A mature, enlarged tree canopy will help alleviate the impacts of both of these problems, not only on public streets but on private land.

This plan will help assure that these goals are attained in a timely, cost effective manner. By adopting it, using it as a guide to long term tree planting and maintenance activities and updating it every three years, the Tree Board feels that Johnson's trees can be safeguarded and made to thrive far into the future.



Main Street from Gould Hill, ca. 1910

Introduction

Johnson is a small community that once enjoyed the ambience of a quaint village along with a busy commercial sector. 100 years ago, the Village's streets, particularly Main Street, were graced by very large maple and elm trees that added great beauty to the town. Sadly, these trees were taken down over time, largely as a result of conflicts with power lines. Until 2012, little or no effort was made to replant these trees or to care for the few trees that still remained. As Main Street was widened over the years, the green of lawns, trees, and gardens was lost from the front yards that were encroached upon by asphalt. In 2012, the Main Street Project was begun. It was a two-year effort that repaved, created new sidewalks and streetlights, and added 46 urban trees to parts of Main Street and Pearl Street. A town green was added as well that contains established old maples as well as a new balsam.

The initial planting of the Main Street trees consisted of damaged trees that were incorrectly planted by a local landscaping business whose responsibility included two years of maintenance. At this time, Johnson's Tree Board was formed by a volunteer Tree Steward who recognized the need for local maintenance and oversight. The Board inspected the trees and urged the Town to request the replacement of the damaged trees. This was done in July,

2013. Subsequently, the replacement of another tree was necessary in 2014 because of a dead leader; it was replaced in December, 2015.

Good soil, aeration, adequate watering, proper planting methods: unfortunately, the trees planted during the Main Street Project were denied these things. No structural soil was used; indeed, the soil in the sidewalk pits and under some of the grass-planted trees consists of no more than gravel and rocks. Watering was minimal. In some cases the wire baskets on these balled and burlapped trees were not removed. Some trees were planted too deep; others too shallow. A leather work glove was even found buried beneath one of the trees, a sure indicator that proper care was not given to planting. In short, many problems exist in these trees that can't be addressed without a considerable expenditure and upset that the Town, Village and community are not willing to shoulder.

No maintenance plan for these trees was put in place by the Town or Village and no budget funding was created. Since the replanting, the Tree Board's five volunteers have been actively engaged in caring for the trees and creating an initial ongoing schedule for maintenance. They have been happy to note the good results of proper pruning, watering and mulching.

Though Johnson had a Tree warden for many years, he was inactive. In 2014, a new Tree Warden, Noel Dodge, was appointed who has taken and will continue to take an interest in the affairs of Johnson's trees. (Noel is a Tree Steward, and a member of the town's Conservation Commission and Tree Board.)

The Main Street project of 2013 was applauded for its design and outcome. Much of that admired beauty is due to its trees; the resulting canopy created an aesthetically pleasing and welcoming environment. As well, there are many other economic and social benefits to trees in the urban environment. Among them:

- Trees provide shade and cooling
- Shade extends the life of pavement
- Trees reduce stormwater run-off and control erosion
- They protect water quality
- Trees promote conservation of energy
- Trees release oxygen and filter air pollutants, removing carbon from the atmosphere
- They increase property values
- Trees make streets, parks, schools, and neighborhoods more liveable.
- Trees provide noise reduction and privacy, creating buffers and screening between buildings
- Trees provide continuity of an historical setting and become, in time, an historical item themselves.
- Trees support mental and physical health of the people who live among them
- Trees also add to a 'sense of place', which contributes to homeowner and community pride

Thus there are many reasons that trees are important to Johnson Village's streets. Also among them are cost benefits, which can be found on the Inventory page.

This plan addresses trees planted in the public Right of Way and in the municipal properties: Whiting Hill Cemetery, Lamoille View Cemetery, Evergreen Ledge Cemetery, Johnson Elementary School, Duba Field, Old Mill Park, Johnson Public Library, Dr. Holcomb House, Johnson Fire Station, and the Johnson Municipal Building. It does not include town-owned conserved areas, which have their own plans, or privately held land, though the same principals would apply.



Main Street parade, ca. 1930



Memorial Day parade, 2015

Note the difference one tree can make!

Definitions

Crown cleaning: the pruning or thinning of dead, damaged, and diseased branches from the living canopy of a tree. It is the most common tree pruning type arborists perform.

Crown raising: pruning the lowest branches off a tree to create more space for people and vehicles, to improve views under a tree, and to enhance light penetration. This type of pruning helps make a big tree fit in a smaller yard.

Crown reduction: (or crown thinning): the selective removal of branches and stems to reduce the height and/or spread of a tree. Objective: This type of pruning should be done when there is a need to minimize risk of failure of a tree, or reduce interference onto nearby buildings or other structures.

Damage: any action undertaken which causes injury, death or disfigurement of a tree. This includes, but is not limited to, cutting, poisoning, overwatering, relocating or transplanting a tree, or trenching, excavating or paving within the Tree Protection Zone of a tree.

Diameter at breast height (DBH): the diameter of a tree measured at four feet six inches above ground level. The diameter may be calculated by use of the following formula: $DBH = \text{circumference at breast height} \div 3.14$.

Diseased tree: any tree or shrub with a combination of structural defects and/or a health condition, which makes it subject to a high probability of failure.

Forest Diversity: a balanced variety of tree species and ages.

Hazardous tree: any tree or shrub, public or private, with visibly defined structural defects likely to cause failure of all or part of the tree, and be a danger to public safety.

Private Tree: Any tree or shrub or any substantial portion of a tree, shrub, or plant which is on private property along a public right-of-way.

Protected tree: trees protected under Tree Planting, Preservation and Protection Ordinance:

Prune: to cut off or cut back parts to enhance health and structure. The term applies to both above surface and underground cutting;

Public tree: all trees and shrubs on any Village park or other property owned or controlled by the Village on any public street, alley, median, sidewalk, or highway within the public right-of-way, as well as school district trees.

Removal: removal of a tree by cutting to the ground, complete extraction, or killing by spraying, girdling, or any other means.

Right of Way (ROW): an easement for public travel that generally extends beyond the roadway to include sidewalks, ditching, and parking strips. Johnson's ROW extends 25 feet from the center of the road in each direction.

Street tree: any tree planted and/or maintained by the town/village, or recorded as a street tree, adjacent to a street or within a town/village easement or right-of-way on private property, within the street tree easement.

Structural pruning: An arborist will train a tree to grow with a strong, desirable structure. Newly planted trees often have defects that began in the nursery and may need the care that arborists are trained to give them. Undertaken early and judiciously, a young tree can be helped to develop into a mature tree that requires little if no maintenance.

Tree: Any self-supporting woody plant together with its root system, growing upon the earth with one trunk of at least two inches in diameter at a height of four and one-half feet above the ground, or a multi-stemmed trunk system with a definitely formed crown.

Tree Protection Zone (TPZ): the outermost edge of a tree's canopy (or drip line). In certain instances, the TPZ may extend beyond the drip line.

Urban forest: Urban and community forests comprise the trees and associated ecosystems in and around human settlements, specifically those along streets and in town-owned forests, transportation and infrastructure corridors, parks, village greens, schools yards, cemeteries, and private yards.

Urban Forestry: Urban and community forestry entails stewarding, cultivating, and managing trees and associated ecosystems to enhance the benefits trees provide, and empowering citizens to work toward these objectives.

Walkability: The practice of focusing on neighborhood or village scale development that incorporates many close-at-hand things to do and places to go.

The 2014 Johnson Village Street Tree Inventory

In September, 2014, Vermont Urban and Community Forestry program members, Vermont State Lands Forester David Wilcox, and Sue Lovering, Noel Dodge and Lois Frey of Johnson's Tree Board and Conservation Commission conducted an inventory of 363 trees located in Johnson Village's rights-of-way on eighteen streets and seven public properties. Included were all village streets, including Main Street, and Old Mill Park, Duba Field, Legion Field, Whiting Hill Cemetery, Lamoille View Cemetery, Johnson Elementary School and the Johnson Public Library. The inventory also identified twenty potential planting sites on public land.

Contained within the data recorded are date and time of recording, location and GPS location, species identification, condition and diameter at breast height (DBH). If a defect affected more than 40% of a tree, posed a hazard to people or cars, or exhibited possible invasive insect activity, a note was made to monitor the tree. Notes were made on any existing problems and a photo of each tree was taken. This data was assessed with iTree Streets, a free tool developed by the USDA Forest Service and the Davey Tree Sciences Institute, and can be found by accessing the Vermont Agency of Natural Resources' Atlas tool at itreetools.org.

A street tree inventory is invaluable in helping to determine how well trees are performing over time. It can also identify certain problems within certain tree species on different sites. It provides an understanding of the environmental benefits and cost benefits of the Village's trees. This inventory found that the Village trees provide an estimated \$29,003 in annual benefits of stormwater runoff reduction, carbon sequestration, energy savings, increase in property values and improvements in air quality. The tree canopy assessment of the entire inventory area "indicated an existing canopy cover of 50% and a current carbon storage value of over one million dollars."

A private maple on Main Street, 2015



Summary of the Inventory Results

Forest Diversity:

- The Village ROW and public spaces have a 45 different species in 22 different genera.
- The genera of maple, pine, birch, ash, and apple make up 70.25% of the Village's urban forest
- Maple and ash comprise 42.98%; these are threatened by the Asian longhorned beetle and emerald ash borer, respectively
- The top five species that make up the forest are sugar maple (19.01%),

Eastern white pine (14.33%), river and paper birch (8.26%), boxelder (5.79%) and red maple (5.23%).

Totaled, they comprise 50.96% of the Village's urban trees.

Forest Structure:

- 95 trees (26.17%) have a diameter of between six and twelve inches
- 67 trees (18.46%) have a diameter of between zero and three inches
- 61 trees (16.80%) have a diameter of between twelve and eighteen inches
- 56 trees (15.43%) have a diameter of between three and six inches
- 84 trees (23.14%) have a diameter greater than eighteen inches

Forest Cover:

- Together, public and private trees in Johnson Village comprise a canopy of 50%
- Trees could potentially cover an additional 45% of the Village's land surface; as these include grassland, agricultural land, playgrounds and parking lots, it is not a goal of the Tree Board.

Forest Health:

- 280 trees (73.13%) were assessed as being in good condition. The remaining 83 trees were considered to be in fair (12.95%) condition, or in poor (7.99%) condition. Seven inventoried trees (1.93%) were dead.
- 51 trees (14.04%) were flagged as needing monitoring

Benefit Output:

- The total annual energy (electricity and natural gas) benefits of the inventoried trees in Johnson Village are valued at \$14,815.68
- The trees intercept 458,677.99 gallons of rainfall annually, yielding an annual storm water cost benefit of \$3669.42



Main Street, 2015

- They currently store 992,015.27 pounds of carbon annually
- Their annual aesthetic benefit is valued at \$7,591.20
- The public trees have a total average benefit of \$80 per tree, with a cumulative annual benefit of \$29,003. These benefits will grow as the trees mature. There are very few costs to the Town/Village for the return the trees give.

The results of the inventory are clear: there needs to be greater diversification of tree age and species, since the greatest percentage of trees, maple and ash, are in danger of fatal infestation by invasive insects at this time. Planting of young trees will help offset the present fact that 23% of the Village's street trees are at maturity. The majority of the most common species inventoried, sugar maple and eastern white pine, fall within this older age group and should be carefully monitored. Those with a diameter of 18 inches or greater (23%) should be paid especial attention, as they are typically susceptible to stresses associated with urban conditions such as pollution and the use of salt on winter roads.

Monitoring by the Tree Board will be performed on trees flagged as in need of consultation and the dead ones will be removed. As of the writing of this plan, many of those trees have been addressed by the Tree Board and road crew.



Tree Warden Noel
Dodge assesses
Main Street trees

Maintenance

Care of trees, especially street trees, is a long-term commitment of time and resources. Unmanaged trees confront damage, insect infestation, disease and decay; these lead to unsightly, hazardous, or dead trees. Because of their location, street trees are prone to specific issues, such as damage from vehicles, compaction of soil, conflicts with hardscape and utilities and obstruction of sidewalks by canopy. Many problems can be avoided with proper species selection and siting, as well as information gathered as to general fertility and organic matter content of soil, drainage, depth and width of root restriction, windthrow potential, climate, soil compaction and exposure to salinity. Good tree health is vital to longevity and safety. Proper planting, wounds, insects, disease and decay all require a proactive approach to care.

When it is planted, a few things are crucial to insuring a healthy, long-lived tree: good soil, aeration, proper planting methods and adequate watering. Mulching with organic material reduces weed growth and fertilizes the soil as it breaks down. Pruning is necessary for maintaining shape, keeping the crown in good condition and removing dead or broken branches.

At present, almost all of the public tree maintenance is performed by volunteers on the Tree Board, with occasional help from other volunteers. The Village or Town road crews help with digging holes for plantings, cutting dead trees, and pruning of large trees that are inaccessible to the Tree Board. Trees that interfere with utility wires are handled by the utilities.

The Tree Board regularly conducts inspections of trees and provides pruning, composting, weeding, mulching, crown reduction and crown clearance as necessary. Staking and fertilizing are done on an as-needed basis. They inspect for hazardous conditions and recommend to the road crews that such trees be pruned. The Board has been involved in replanting trees that were improperly planted by the landscaping business that provided the trees. Watering during the summer remains the most difficult of the Tree Board's maintenance routine. 55 gallon barrels are carried on one member's pickup truck and filled at the town garage with hoses. The truck is parked next to the tree in question and water dribbles at least 15 gallons per tree out of two hoses. A minimum of two trips to fill the barrels is necessary for each watering session. It is a very time-consuming and labor-intensive undertaking and needs to be done at least twice per week in a drought.

Tree Board envisions a future in which all the public trees are provided with long-term consistent and timely care that will ensure that they live long and prosper.

Goals:

- To continue a proactive and systematic maintenance regime that will include care of trees and planting of new trees in the ROWs and public spaces. Each tree in the Main Street Project plan and in adjoining Village ROWs will be surveyed every year.
- To establish a written inventory that assigns a number to each individual tree and chronicles dated individual care to and condition and needs of each tree. The Tree Board will be able to add information about new trees as they're planted. This will be invaluable in the future as a record of each tree's progress and history and will help the Board achieve their work in a practical manner.
- To follow recommendations in the 2014 Tree Inventory regarding diversification of species and tree age in future plantings and give immediate attention to trees identified as poor or in need of consultation. At least one new tree will be planted each year.
- To maintain our ongoing active survey practice for invasive insects, especially the emerald ash borer and the Asian longhorned beetle.
- To work with the Town/Village to improve the watering situation. The Tree Board will ask the Town/Village to provide a trailer that will allow cars to be available to haul water. Two more barrels will be added to double the watering capacity, allowing the Board to work more quickly. The Board has decided against using gator bags for the present, as there is a fear of theft or vandalism; however, they may reconsider this decision in the future. It is envisioned that the watering problem will be alleviated within two years.

Operations

At this time Johnson has no written policies or bylaws regarding public trees. Road crews who have dealt with trees have had no training; in fact, until the Tree Board began, there was no maintenance plan in place to care for the trees at all. There was no budget beyond as-needed emergency pruning/ removal of hazard trees and cutting in the event of breakage or death and the past Tree Warden was inactive. Recently, this has begun to change. Now we have the Main Street Project trees, which represent a considerable investment that needs to be protected.

The Tree Board has made requests for and received money from the Town and Village for the two Arbor Day celebrations and the Town has been generous in helping with plantings, hole-digging, providing mulch, and moving trees, cages and grates. An annual budget will be put in place for the 2016 fiscal year. The happy fact is that Johnson's street trees' dollar value and cost benefits will increase as they mature if they are well cared for.

A significant move forward has also been made in the new Town Road Foreman. Brian Krause



Johnson's Cold Spring on Main Street, ca. 1920

attended the 2015 Tree Training and has shown more interest in tree care than previous foremen.

There have been several cases of vandalism on the Main Street trees in the past two years. Knife wounds and breakage have been observed. During the fall one of the pin oaks in front of the Municipal Building had its leader broken; the Tree Board could only surmise that someone tried to climb it and caused great

damage. Trash is routinely dumped into the sidewalk grates in front of Wicked Wings and Downtown Restaurants. Damage to cages on those trees by snow removal operations has occurred. Clearly, increased education and oversight is needed and can be accomplished with the adoption of a Tree Ordinance.

The Tree Board envisions that within three years we will have trained road crew personnel, access to certified arborists for more involved care that the Tree Board cannot handle, an established budget and will have put in place standards for tree care and oversight.

Goals:

- To strengthen collaboration between the Johnson's Select Board and Village Trustees, the Beautification Committee and Johnson Works in an effort make cohesive the long-term goal of beautifying the Village and making it a place in which people want to visit and live. All of these groups hold meetings that are open to the public and represent opportunities for exchange of ideas and the creation of plans. A yearly meeting between the Tree Board and the various groups that work toward the improvement of Johnson's village will take place.
- To engage the Public Works Department in those plans by requiring that they attend tree training sessions as they become available. A free tree training sponsored by Vermont Urban and Community Forestry in October, 2015, was an excellent opportunity to learn but was only attended by one member of the Town road crew and none from the Village. It is important that those who work with trees know their fragilities. This plan urges all such municipal employees take advantage of training such as the annual Tree Stewardship Conference, and webinars whenever possible.
- Develop a Tree Ordinance within two years
A Tree Ordinance will detail the Tree Board's, road crews', and Tree Warden's responsibilities, define trees protected by the ordinance, provide standards and requirements for tree planting and maintenance, preservation, protection, and removal and will authorize enforcement for violations. It will prohibit intentional damage to trees on municipal properties and within the ROWs and will detail penalties.
- Develop performance standards for tree protection during construction.
All too often, Johnson's ROW trees are unnecessarily cut down or damaged during road work. This doesn't have to happen. Standards for precautionary care should be set and should include designating pathways for construction vehicles that avoid root compaction and delineating construction disturbance limits out to a tree's dripline. The Tree Board will work with the Town and Village road crews in this endeavor. Taking into consideration the many benefits of mature trees, efforts should be made to save them.
- The Tree Board will work with the Town/Village to compile a list of certified arborists who can be called upon to address work that is beyond the scope of their abilities such as pruning or removal of larger trees. Arborists can provide a source of information as well.

Budget

To date, care of the municipal trees has been a fairly inexpensive procedure. Tree Board members are all volunteers who use their own tools and vehicles to perform tree care. That donated time and labor represents a large dollar amount that the Board is happy to donate. Increased volunteer time from community members will be available as community outreach brings people into the Tree Board's activities. However, this help is limited and will not cover all the needs of Johnson's community forest. Budget requests will cover new trees for planting on Arbor Day and in vacant spaces in the ROWs and other public places, materials such as compost and mulch, and occasional tools that can't be supplied by the Town or Village. Inclusion of a line item in the Town's and Village's budgets will assure ongoing care and protection of our public trees.

Since Johnson has limited resources, the Tree Board will pursue grant funding as it becomes available, including from Vermont Urban and Community Forestry, the Designated Downtown Program, the Vermont Community Foundation, and municipal planning grants.

The Board foresees increased spending on the care of the public trees in the next three years. As so many of Johnson's trees have had no pruning, weeding or mulching in the past, it will take a few years to bring older trees to ideal conditions. During the next three years, the Board expects to address those trees' pruning and mulching as well as care for the new trees.

Goals

- To establish a yearly budget for the upkeep of existing trees and addition of new ones. A budget of \$500 has been submitted to the Town for the fiscal 2016-17 year and a separate budget will be submitted to the Village in April, 2016.
- To continue our ongoing collaboration with Vermont Urban and Community Forestry. VTUCF has been a source of grant money in Johnson three times in the last three years for work done by the Tree Board, the Regional Invasive Insect Preparedness Team, and for Forest Pest First Detector work.
- The Board plans to join Alliance for Community Trees (ACTrees), a nationwide group dedicated to street tree health that offers grant funding.



Pearl Street circa 1927



Main Street's trees of the past are a worthy goal! Ca. 1930

Community Outreach

Johnson's Tree Board was established in March, 2014. Until that time, there was very little town involvement in matters related to trees. Tree maintenance was limited to pruning hazard trees/branches in the roadways and cutting of dead trees. The Tree Board was the first to actively provide proactive care for public trees.

Members of the Tree Board have families and /or full-time jobs, which limit their available time to work on the trees; typically, they work on weekends and evenings. The Town and Village road crews, with whom they work, are only available before 3:00 on weekdays. Therefore, it's of vital importance that the Tree Board has a pool of enthusiastic and knowledgeable volunteers who are able to join in the work and that communication with the Public Works Department is excellent. The Tree Board regularly encourages citizens to volunteer with helping care for the Main Street trees. As it is in many small towns, unless there is grant money available, there are no funds with which to entice people to work. The need to combine *all* of the town's resources, human as well as material, is great.

Reaching out to other groups in town in an effort to identify individuals willing to get involved may be helpful toward expanding a broader vision of beautifying Johnson. It will be beneficial to combine the efforts and goals of the Tree Board together with those of the Johnson Works group and the Johnson Beautification Committee.

Engagement of the community is crucial to growing interest in the Tree Board and subsequently in Johnson's urban trees. Drawing in potential volunteers who can not only help with the care of trees but engage others to do so is one goal of this plan. Another is to engage the public to increase awareness of the benefits of trees and of the laws pertaining to tree protection.

Goals:

- Plans are in place to hold an annual 'all-day tree care Saturday' in the spring that will draw community members to help weed, mulch, haul brush from pruning, and any other basic maintenance chore, in the hope that it will become a yearly event. Helpers will learn about tree care as well as make the Tree Board's job easier. As well, such involvement will result in greater community interest and participation.
- The Board will continue its informative presentations at Johnson's Tuesday Night Live summer concert series. The series is known throughout the county and beyond as a popular destination; it consistently hosts 300 to 600 people of all ages on each of its nine evenings. The Tree Board sponsors an informational display at each concert about the basics of tree care, tree identification, how to choose a tree, invasive insects, what not to do to a tree, etc. Literature is handed out to folks of all ages. There has been interest from an impressive number of schoolchildren. Each one of them has the potential to take that information back to the home and school.
- A community workshop will be offered to private landowners in an effort to increase knowledge about planting and tree care. The Tree Board is fortunate to have two Vermont Tree Stewards as members (Sue Lovering and Noel Dodge); they are qualified

to educate the public and can draw on the extensive resources offered by the SOUL program and the Vermont Urban and Community Forests program.

- Johnson had its first Arbor Day celebration in 2014 with the planting of two sugar maples on the Elementary School playground. In 2015, a crab apple was planted at the Public Library. In each case, many school children helped celebrate and plant trees; in 2014, each child potted and took home a tiny oak seedling. Instilling a love and sense of responsibility for trees in young kids can result in a lifelong practice of stewardship for the forest and is therefore a desirable goal. The Tree Board will make the celebration of Arbor Day an annual
- event and one that will become more important to the community as time goes on. Each year at least one tree will be planted and related educational activities will take place.

2016 will see a sugar maple planted on the lawn of the Johnson Historical Society's new museum, the Dr. Holcomb House.



*Mrs. Smith's fourth grade class celebrates Arbor Day at the
Johnson Elementary School in 2014*



Johnson's after-school program at the Library celebrated Arbor Day in 2015 with the planting of a Snowdrift Crab Apple tree and 30 potted oak seedlings to take home



"It is well that you should celebrate your Arbor Day thoughtfully, for within your lifetime the nation's need of trees will become serious. We of an older generation can get along with what we have, though with growing hardship; but in your full manhood and womanhood you will want what nature once so bountifully supplied and man so thoughtlessly destroyed; and because of that want you will reproach us, not for what we have used, but for what we have wasted."

President Theodore Roosevelt
Arbor Day message, 1907

Future plans

This plan is intended to be used as a guide for the next five years. During or after that time the following goals may be considered:

- More canopy cover in the Village should be pursued, particularly in the shopping center. Although it is private land, a large payoff in the desirability of a cooler, more aesthetically pleasing place to shop, as well as increased stormwater runoff control in a flood plain would make some justification for collaboration between private and public investment.
- Future work on Main Street could encourage the installations of rain gardens instead of grassy strips along the sidewalks. Rain gardens are proven to help control stormwater runoff as well as add to the aesthetic value of the streets.
- New technologies should be used. New construction should utilize permeable asphalt and structural soil for tree plantings in sidewalks and cramped areas.
- In future developments, preservation of existing greenbelts and significant trees should be required.
- A neighborhood reforestation program might be enacted. Areas such as Katy Win Park and the Wescom Street trailer park would benefit greatly from the addition of shade trees.

Conclusion

This plan will serve our street trees well. The Tree Board hopes that it will act as a stepping stone toward a future filled with healthy, productive street trees and will provide a foundation for future expanded plans. In order for that to happen, it must be adopted by Johnson's governing administration and road crews, as well as the Tree Board and community participants.

Appendices

1 Maps from inventory

2 Tree Board Bylaws

Johnson Tree Board Bylaws

Article 1

Name of the Board and Mission Statement

This association will be called the Johnson Tree Board.

The Tree Board's vision is to initiate a community tree stewardship program, to maintain the municipal trees, to promote education, tree plantings, and ecological awareness, and to enhance the visual beauty of Johnson.

Article 2

Purpose of the Tree Board

I

- A. The Tree Board will consult with and advise town officials on tree related issues.
- B. The Board will develop, update, and administer a written master plan for the purpose of tree care, preservation, pruning, planting, removal and replanting of street trees and shrubs, and all other public trees. They will create and maintain an inventory of public Village trees and shrubs.
- C. The Tree Board will strive to increase public awareness of the value and need for care of the municipal trees.
- D. They will create and review annually a budget that reflects the needs of town trees and the master plan.
- E. The Tree Board serves solely in an advisory capacity; they hold no legislative or administrative authority.

Article 3

Membership

- A. The voting membership of the Tree Board will consist of five members, with the option of adding two more seats. All members will reside in Johnson.
- B. The Selectboard will appoint new members to three-year terms of office and/or appoint new members to complete a term. Selection process will take

into consideration the continuity of the existing Tree Board members. The Board will discuss and send approval of prospective new members to the Selectboard.

- C. The Tree Warden is an ex-officio member.
- D. In the event of a member's resignation or inability to serve, or an absence of three consecutive meetings, the Selectboard will appoint a member to complete that person's unexpired term.

Article 4 Meetings

- A. The Tree Board will meet each month except December, on the third Wednesday of the month, at the Johnson Public Library, at 6:30 p.m..
- B. Random meetings for hands-on tree care will be agreed upon as needed by the membership.
- C. A quorum will consist of a majority of the group; in the case of five members, a quorum will consist of no fewer than three.
- D. All meetings will be open to the public.
Meetings will be conducted under "Robert's Rules of Order".
- E. Majority recommendations of the Tree Board will be published in the minutes.

Article 5 Special Meetings

- A. The Chairperson may direct the Secretary to poll the Tree Board members on any matter requiring immediate action prior to the next scheduled meeting. A majority vote is required in order to take action, which will then be incorporated into the next meeting's minutes.
- B. The Chairperson may call a special meeting.

Article 6 Officers

The officers of the Tree Board will consist of a Chair, Vice-Chair, Secretary, and Treasurer, who will be elected at the May meeting for a term of one year or until a successor will be elected.

Article 7 Duties of Officers

- A. The Chair shall establish the agenda, preside at meetings, represent the Tree Board at public affairs, and assure the accuracy of the Tree Board's reports, and submit an annual report to the Selectboard.
- B. The Vice-Chair will act in the Chair's absence.
- C. The Secretary will keep a record of the Tree Board's proceedings. He/she will notify all members of all meetings, take the monthly meeting minutes, send copies to each Board member, and submit them to the Municipal offices.
- D. The Treasurer will obtain a yearly expenditures report from the Town Clerk to assist the Board in drafting the new year's budget and submit a year-end report.

Article 8
Duties of Members

- A. Tree Board members will deal officially with Board members as an entire body and will not make arbitrary decisions regarding their activities without first consulting the Board.
- B. Members will make their best effort to attend every meeting.
- C. Each member may be responsible to be a liaison to other Town boards, reporting back to the Tree Board.

Budget

The Board will prepare, with the cooperation of the majority of its members, the annual budget based on previous expenditures and anticipated costs for the coming year. The budget will list the necessary appropriations by activity and will be submitted for the Town warning through proper channels. This will be accomplished at the November meeting.

Article 10
Amendments

These rules may be amended or repealed at any meeting by a two-thirds vote of the Board.

June 7, 2014

3 VERMONT TREE WARDEN STATUTES

TITLE 24: Municipal and County Government

CHAPTER 033: MUNICIPAL OFFICERS GENERALLY

§ 871. Organization of selectmen; appointments

Forthwith after their election and qualification, the selectmen shall organize and elect a chairman and, if so voted, a clerk from among their number, and file a certificate of such election for record in the office of the town clerk. Such selectmen shall thereupon appoint from among the legally qualified voters the following officers who shall serve until their successors are appointed and qualified, and shall certify such appointments to the town clerk who shall record the same:

1. Three fence viewers;
2. A poundkeeper, for each pound; voting residence in the town need not be a qualification for this office provided appointee gives his consent to the appointment;
3. One or more inspectors of lumber, shingles and wood;

4. One or more weighers of coal; and
5. A tree warden. (Amended 1963, No. 74, § 2.)

TITLE 24: Municipal and County Government

CHAPTER 067: PARKS AND SHADE TREES

§ 2502. Tree wardens and preservation of shade trees

Shade and ornamental trees within the limits of public ways and places shall be under the control of the tree warden. The tree warden may plan and implement a town or community shade tree preservation program for the purpose of shading and beautifying public ways and places by planting new trees and shrubs; by maintaining the health, appearance and safety of existing trees through feeding, pruning and protecting them from noxious insect and disease pests and by removing diseased, dying or dead trees which create a hazard to public safety or threaten the effectiveness of disease or insect control programs. (Amended 1969, No. 238 (Adj. Sess.), § 1.)

§ 2503. Appropriations

A municipality may appropriate a sum of money to be expended by the tree warden, or if one is not appointed, by the mayor, aldermen, selectmen or trustees for the purpose of carrying out this chapter. (Amended 1969, No. 238 (Adj. Sess.), § 2.)

§ 2504. Removal of trees, exception

The tree warden may remove or cause to be removed from the public ways or places all trees and other plants upon which noxious insects or tree diseases naturally breed. However, where an owner or lessee of abutting real estate shall annually, to the satisfaction of such warden, control all insect pests or tree diseases upon the trees and other plants within the limits of a highway or place abutting such real estate, such trees and plants shall not be removed. (Amended 1969, No. 238 (Adj. Sess.), § 3.)

§ 2505. Deputy tree wardens

A tree warden may appoint deputy tree wardens and dismiss them at pleasure.

§ 2506. Regulations for protection of trees

A tree warden shall enforce all laws relating to public shade trees and may prescribe such rules and regulations for the planting, protection, care or removal of public shade trees as he deems expedient. Such regulations shall become effective pursuant to the provisions of chapter 59 of this title. (Amended 1969, No. 238 (Adj. Sess.), § 4.)

§ 2507. Cooperation

The tree warden may enter into financial or other agreements with the owners of land adjoining or facing public ways and places for the purpose of encouraging and effecting a community wide shade tree planting and preservation program. He may cooperate with federal, state, county or other municipal governments, agencies or other public or private organizations or individuals and may accept such funds, equipment, supplies or services from organizations and individuals, or others, as deemed appropriate for use in carrying out the purposes of this chapter. (Amended 1969, No. 238 Adj. Sess.), § 5.)

§ 2508. Cutting shade trees; regulations

Unless otherwise provided, a public shade tree shall not be cut or removed, in whole or in part, except by a tree warden or his deputy or by a person having the written permission of a tree warden.

§ 2509. - Hearing

A public shade tree within the residential part of a municipality shall not be felled without a public hearing by the tree warden, except that when it is infested with or infected by a recognized tree pest, or when it constitutes a hazard to public safety, no hearing shall be required. In all cases the decision of the tree warden shall be final except that when the tree warden is an interested party or when a party in interest so requests in writing, such final

decision shall be made by the legislative body of the municipality. (Amended 1969, No. 238 (Adj. Sess.), § 6.)

§ 2510. - Penalty

Whoever shall, willfully, mar or deface a public shade tree without the written permission of a tree warden or legislative body of the municipality shall be fined not more than \$50.00 for the use of the municipality. Any person who, willfully, critically injures or cuts down a public shade tree without written permission of the tree warden, or the legislative body of the municipality shall be fined not more than \$500.00 for each tree so injured or cut, for the use of the municipality. (Amended 1969, No. 238 (Adj. Sess.), § 7.)

§ 2511. Control of infestations

When an insect or disease pest infestation upon or in public or private shade trees threatens other public or private trees, is considered detrimental to a community shade tree preservation program or threatens the public safety, the tree warden may request surveys and recommendations for control action from the commissioner of agriculture, food and markets. On recommendation of the commissioner of agriculture, food and markets, the tree warden may designate areas threatened or affected in which control measures are to be applied and shall publish notice of the proposal in one or more newspapers having a general circulation in the area in which control measures are to be undertaken. On recommendation of the commissioner, the tree warden may apply measures of infestation control on public and private land to any trees, shrubs or plants thereon harboring or which may harbor the threatening insect or disease pest. He may enter into agreements with owners of such lands covering the control work on their lands, but the failure of the tree warden to negotiate with any owner shall not impair his right to enter on the lands of said owner to conduct recommended control measures, the cost of which shall be paid by the municipality. (Amended 1969, No. 238 (Adj. Sess.), § 8.)

§ 2512. Repealed. 1969, No. 238 (Adj. Sess.), § 9.

TITLE 32: Taxation and Finance

CHAPTER 017: FEES AND COSTS

§ 1680. Tree warden

When a town or incorporated village fails to fix the compensation of a tree warden or his deputies, they shall receive such compensation as the selectmen or trustees determine.

Other Statutes Related to Trees

TITLE 30: Public Service

CHAPTER 071: TELEGRAPH, TELEPHONE AND ELECTRIC WIRES

§ 2506. Trees not to be injured; exception; penalty

A tree within a street or highway shall not be cut or injured in constructing, maintaining or repairing a line of wires, without the written consent of the adjoining owner or occupant, unless the transportation board or the selectmen of the town in which the tree is situated, after due notice to the parties and upon hearing, shall decide that such cutting or injury is necessary. A person or corporation cutting or injuring such trees shall pay the damages, if any, awarded on such hearing, before cutting or injuring the trees. A person or corporation that violates a provision of this section shall be fined not more than \$50.00 nor less than \$5.00 for each tree so cut or injured. (Amended 1989, No. 246 (Adj. Sess.), § 31.)

TITLE 13: Crimes and Criminal Procedure

CHAPTER 077: TREES AND PLANTS

§ 3606. Treble damages for conversion of trees or defacing marks on logs

If a person cuts down, destroys or carries away any tree or trees placed or growing for any use or purpose whatsoever, or timber, wood, or underwood standing, lying or growing belonging to another person, without leave from the owner of such trees, timber, wood, or underwood, or cuts out, alters or defaces the mark of a log or other valuable timber, in a

river or other place, the party injured may recover of such person treble damages in an action on this statute. However, if it appears on trial that the defendant acted through mistake, or had good reason to believe that the trees, timber, wood, or underwood belonged to him, or that he had a legal right to perform the acts complained of, the plaintiff shall recover single damages only, with costs. (Amended 1959, No. 61, eff. March 26, 1959.)

TITLE 19: Highways

CHAPTER 009: REPAIRS, MAINTENANCE AND IMPROVEMENTS

§ 901. Removal of roadside growth

A person, other than the abutting landowner, shall not cut, trim, remove or otherwise damage any grasses, shrubs, vines, or trees growing within the limits of a state or town highway, without first having obtained the consent of the agency for state highways or the board of selectmen for town highways.

(Added 1985, No. 269 (Adj. Sess.), § 1.)

§ 902. Penalty for removal

A person who willfully or maliciously cuts, trims, removes or otherwise damages grasses, shrubs, vines or trees within highway limits in violation of section 901 of this title shall be fined not more than \$100.00

nor less than \$10.00, for each offense. (Added 1985, No. 269 (Adj. Sess.), § 1.)

§ 903. Agreements for planting

The agency or the board of selectmen may enter into agreements with individuals or organizations who wish to plant grasses, shrubs, vines, trees or flowers within highway limits. (Added 1985, No. 269 (Adj.

Sess.), § 1.)

§ 904. Brush removal

The selectmen of a town, if necessary, shall cause to be cut and burned, or removed from within the

limits of the highways under their care, trees and bushes which obstruct the view of the material or scenic standpoint. Shade and fruit trees that have been set out or marked by the abutting landowners shall be preserved if the usefulness or safety of the highway is not impaired. Young trees standing at a proper distance from the roadbed and from each other, and banks and hedges of bushes that serve as a protection to the highway or add beauty to the roadside, shall be preserved. On state highways, the secretary shall have the same authority as the selectmen. (Added 1985, No. 269 (Adj. Sess.), § 1

4 Resources

Town of Johnson:

Municipal Manager Duncan Hastings

Public Works Department Foreman Brian Krause

Village of Johnson

Municipal Manager Sandy Miller

Public Works Department Foreman Troy Dolan

Tree Board
Sue Lovering, Chair
Court Perry
Noel Dodge
Louise von Weise
Dorcas Jones

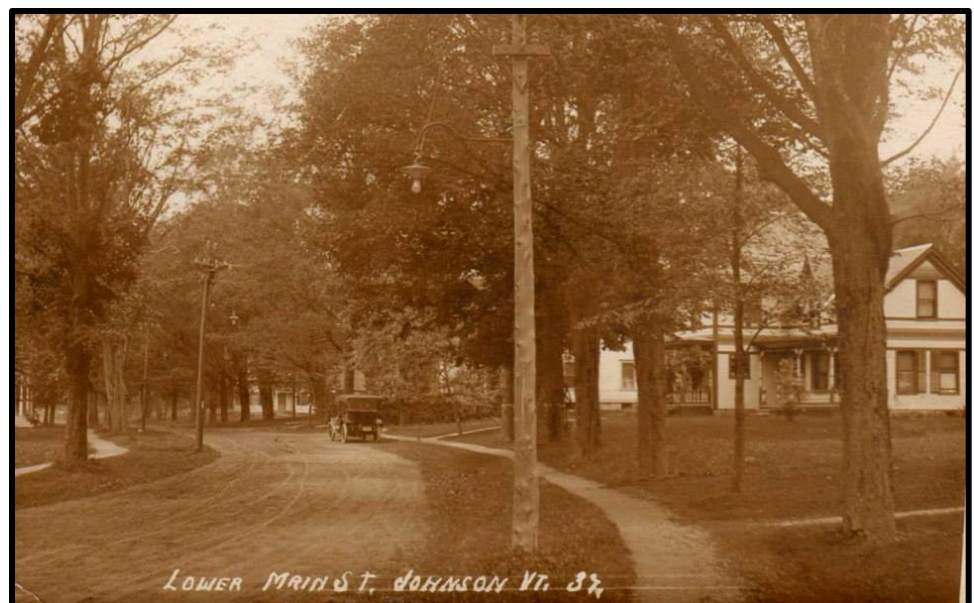
Tree Warden Noel Dodge

Conservation Commission
Lois Frey, Chair
Sue Lovering
Noel Dodge
Eric Nuse
Louise von Weis
Laura Branca
Dean Locke
Ann Marie Bahr

Regional Invasive Insect Preparedness Team
Sue Lovering, Chair
Lois Frey
Fran Sladyk
Jared Nunnery
Ron Stancliff
Nat Kinney
Phil Wilson
Meghan Wilson
Mike Green
Monique Gerbe
Sarah Packer
Taylar Foster

Sue Lovering: Vermont Tree Steward, SOUL Program, Forest Pest First Detector
Noel Dodge: SOUL Program

Lower Main Street, ca. 1927



TOJ Administrator

From: Janice Gearhart <jangearhart9@gmail.com>
Sent: Friday, March 21, 2025 8:36 AM
To: TOJ Administrator
Subject: Agenda Request

March 21 2025

Hello Tom

Please put Johnson LVRT committee on the agenda for your next meeting. We'd like permission to put an information kiosk at the Legion Field. This kiosk will have two maps of the rail trail; one showing the location of the services our town offers visitors, and the other map will illustrate the entire state trail. There will be space for additional notices.

thanks,
Jan Gearhart
Johnson LVRT committee member
Sent from my iPhone
802-730-4180



Vermont 250th Anniversary Commission

Deane C. Davis Building, 6th Floor
One National Life Drive, Montpelier, VT 05620-0501

www.accd.vermont.gov/historic-preservation/american-revolution-250th

February 20, 2025

Dear Vermont Community:

This is a reminder that the 250th anniversary of the Declaration of Independence is coming. In 2020, Governor Scott established the Vermont 250th Anniversary Commission (VT250th) to plan, encourage, develop, coordinate, and promote observances and activities to be held in Vermont in commemoration of the historic events associated with the American Revolution.

To this end, the VT250th Commission will begin commemorations in 2025 with the capture of Fort Ticonderoga and Crown Point, and finish in 2027 with Vermont's signature anniversary year marking the founding of Vermont and the campaign of 1777, which included the battles of Hubbardton and Bennington. This commemorative milestone is an important time that provides the perfect platform to take stock of where we have been and to enable planning for our future.

This three-year anniversary period will allow all Vermont communities to share their histories, which include stories more diverse than are commonly known and can serve to unify all Vermonters. The VT250th Commission encourages every community to take part, no matter how big or small the event(s) or activities. How each town and city commemorate its history will be decided by your community.

We invite you to join us as we commemorate the American Revolution and come together to mark the 250 years since the founding of our state and nation and our continuing march toward a more perfect Union by adopting a resolution to be part of the 250th anniversary. A template has been provided for your consideration. The resolution declares that your town or city officially establishes a VT250th liaison or local committee made up of a diverse group of citizens to work with VT250th Commission on any events and activities related to the 250th anniversary.

This will ensure your town or city to be directly involved in the work of the VT250th Commission, as well as bring attention to the upcoming anniversaries for your community and help build awareness of the important role that Vermont and your town or city has contributed to our shared histories.

To date, the following towns, villages and cities have already adopted a resolution to be a part of the 250th anniversary commemoration:

Arlington • Barnet • Bennington • Calais • Cambridge • Canaan • Castleton • Danby • Danville • Derby • Dorset • Dover • East Montpelier • Franklin • Granville • Hartford • Landgrove • Lincoln • Londonderry • Ludlow • Lyndon • Manchester • Middlebury • Milton • Morristown • Mount

Holly • Newark • New Haven • Newport • Orwell • Pomfret • Pownal • Rochester • Rockingham
• Rutland • Shaftsbury • Shoreham • Springfield • Strafford • Stratton • Sudbury • Sunderland •
Swanton • Troy • Tunbridge • Walden • Wallingford • Washington • Westmore • Wilmington •
Windsor • Winhall • Woodford • Worcester

We look forward to working with your town or city as you envision and implement a meaningful commemoration for your community for these upcoming anniversary years!

Megan Albert

VT250th Anniversary Coordinator

Megan.Albert@partner.vermont.gov



Resolution

Declaring an April 18, 2025 Campaign

“Two Lights If By Sea”

**250th Anniversary
of the Revolution**

Celebrating 250 Years of Revolutionary
History in Morris County

Whereas, as July 4, 2026 approaches, the County of Morris recognizes the importance of celebrating the 250th anniversary of our nation's Declaration of Independence, the principles of liberty that shaped our national identity and honor the sacrifices made by so many to protect our freedom; and

Whereas, the events of 1775 that triggered the American Revolution stand as defining moments in the creation of a united national purpose among the 13 colonies that gave birth to our United States; and

Whereas, on the night of April 18, 1775, Paul Revere, William Dawes and other riders risked their lives to warn patriots throughout Massachusetts that British troops were marching from Boston to seize their weapons and supplies to quell the budding rebellion spreading among the colonies; and

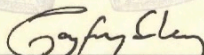
Whereas, it was a prearranged signal of two lanterns that patriots hung from the steeple of Boston's Old North Church that warned of the British troops crossing the Charles River that night; and

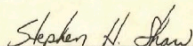
Whereas, colonists in Lexington and Concord were ready to bravely face the mighty British troops, igniting a revolt that led to victory eight years later and the founding of our great United States; and

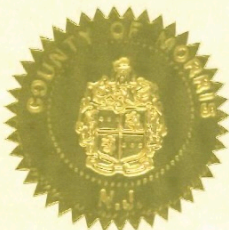
Whereas, the signal of two lanterns, immortalized in Henry Wadsworth Longfellow's poem *Paul Revere's Ride* with the stanza, “One if By Land, and ‘Two if By Sea,” has become an enduring symbol of American vigilance, preparedness and resolve in the face of adversity; and


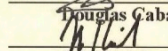
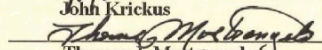
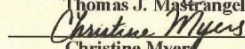
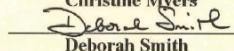
Whereas, beginning in April 2025, two lights will be displayed in public spaces across the nation in an initiative recognizing the 250th anniversary of the signal lanterns that ignited the American Revolution.

Now, Therefore, Be It Resolved, the Board of County Commissioners, Morris County, New Jersey, calls on all citizens to join a county-wide “Two Lights If By Sea” campaign by displaying two lights for two hours on April 18, 2025 from homes and businesses to honor those who fought for our independence.


Tayfun Selén, Director


Stephen H. Shaw, Deputy Director




Douglas Gabana

John Krickus

Thomas J. Mastrangelo

Christine Myers

Deborah Smith







Appointment of New Members to Municipal Volunteer Groups

The Applicant's Role:

Individuals who are interested in a group are encouraged to attend meetings of the group they wish to join when they start to consider joining a group. An individual who wishes to be appointed to a municipal volunteer group should make his/her intention known to the Selectboard and to the chair of that group in writing (email is acceptable).

The Municipal Volunteer Group's Role:

In addition to the list of applicants that the Municipal Volunteer group receives from the Selectboard, the Municipal Volunteer Group is encouraged to develop additional applicants through their own community contacts. Once a list of applicants has been created, the Municipal Volunteer Group may review the list and interview select applicants. The Municipal Volunteer Group may recommend applicants that have been reviewed to the Selectboard.

The Municipal Volunteer Group will elect its own chairs, clerks, and any other positions dictated by its rules, every year.

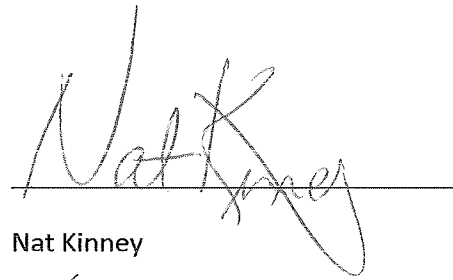
The Selectboard's Role:

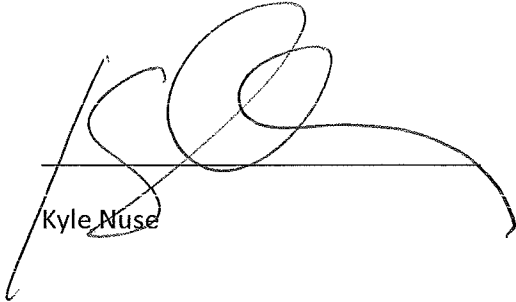
When there is a vacancy, the Selectboard will solicit applicants to create an applicant pool who are interested in a particular Municipal Volunteer Group. The Town will advertise for applicants on Front Porch Forum, the Town website, and when appropriate the News & Citizen. All three notices will always be used for groups with statutory authority, i.e. Planning Commission or the Library Board. The Selectboard will supply a list of applicants to the Municipal Volunteer Group where they may be reviewed.

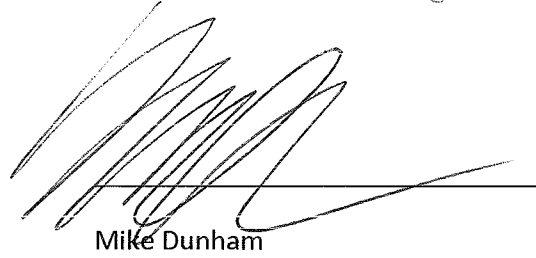
Within 60 days of providing a list of applicants to the Municipal Volunteer Group the Selectboard will review the applicants, any available recommendations of the Municipal Volunteer Group, and may interview applicants. The Selectboard may then appoint applicants to fill member vacancies of the various municipal volunteer groups; including the Planning Commission, Recreation Committee, Skate Park Committee, Conservation Commission, Tree Board, Historical Society, and any other Town supported volunteer group. The Selectboard will inform applicants of their status within this period.

This policy complies with 24 V.S.A. § 4323 regarding the appointment of members to the Planning Commission.

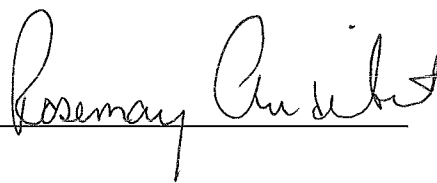

Eric Osgood


Nat Kinney


Kyle Nuse


Mike Dunham


Doug Molde

Attest: Rosemary Audibert, Town Clerk 

Appointment of New Members to Municipal Volunteer Groups

Appointments:

The Selectboard is responsible to appoint all members to Town committees, commissions, and volunteer groups which it oversees. This process has been created to ensure the process is transparent, fair, and all openings are available to all members of the community. These municipal volunteer groups include the Planning Commission, Skate Park Committee, Conservation Commission, Tree Board, Historical Society, Rail Trail Committee, Community Oven Committee, and any other current or future Town appointed volunteer group.

The Applicant's Role:

Community members who are interested in joining a committee, commission, or volunteer group are encouraged to attend meetings of the group they wish to join. An individual who wishes to be appointed, shall make his/her intention known to the chair of that group via email or during attendance at a meeting.

The Municipal Volunteer Group's Role:

The volunteer group shall:

- Notify the Selectboard or Town Administrator of the opening in writing.
- Provide a list of all interested volunteers along with a recommendation to the Selectboard and the Town Administrator.

The Selectboard's Role:

The Selectboard Shall:

- Upon receiving the notice of an opening in writing; a notice of the opening will be placed on Front Porch Forum, Facebook, the Town Website, and when appropriate the News & Citizen to comply with State Law.
- Provide a list of any known interested volunteers to the chair of the committee, commission, or volunteer group. This list will be held and maintained by the Town Administrator unless specified.
- Consider the interested members of the community and recommendations and appoint to fill vacancies.
- Give notice to the chair of the committee, commission, or volunteer group of their action.
- The Selectboard reserves the right to not recommend volunteers recommended by the committee, commission, or volunteer group.

The Johnson Selectboard has adopted the Appointment of New Members to Municipal Volunteer Groups on _____ day of _____ in the year _____. This policy supersedes the Appointment of New Members to Municipal Volunteer Groups dated April 24th, 2017.

Eben Patch, Chair

Adrienne Parker, Vice Chair

Ducan Hastings

Michael Dunham

Peter Hammond

Attest: Rosemary Audibert, Town Clerk



Jim Marvin Awards

Criteria

The Lamoille County Planning Commission is seeking nominations for its annual Jim Marvin Awards for “Excellence in Project Design” and “Excellence in Community Service.”

EXCELLENCE IN PROJECT DESIGN: projects that contribute to the community and/or the built or natural landscape.

Eligibility Criteria:

- must be located in Lamoille County
- must have been completed within the past calendar year
- must be in compliance with all state and local permits
- may be either publicly or privately owned
- may be a physical building, park, easement, etc.

Judging Criteria:

- overall project design
- appropriate use of site
- landscaping
- compatibility with surrounding land uses
- environmental protection considerations
- contribution to the community

Examples:

- library addition
- community recreational path
- conservation of local forest

EXCELLENCE IN COMMUNITY SERVICE

Eligibility Criteria:

- Individuals, groups or organizations can be nominated for contributions to the community or to a particular project.
- must live or be located in Lamoille County
- must be completed, must be currently in operation, or must be currently involved in community service.

Judging Criteria: this is a broad category and individuals in social services, agriculture, natural resource stewardship, development and many other categories are all eligible for nomination. Nominees will be judged on their overall regional and/or community benefit.

AGREEMENT

This Agreement is made on _____, between Vermont Electric Cooperative, Inc. with a principal place of business at 42 Wescom Road, Johnson Vermont 05656 ("VEC") and Town of Johnson, with a principal place of business at 293 Lower Main West Johnson, Vermont 05656 ("TOJ") (together the "Parties").

WHEREAS, to facilitate VEC's access to grant funds to pay for the Work (defined below) to be undertaken on its property, TOJ will act as the recipient of a grant under Grant Agreement (Award Number SLFRP4407) between the State of Vermont, Department of Environmental Conservation, and the Town of Johnson to install modern stormwater treatment practices under the 3-Acre Stormwater permit requirement pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;

WHEREAS, all funding for the project will be paid pursuant to the Grant Agreement to be administered by TOJ, and the Town will have no liability for or obligation to contribute its funds to complete the Work;

WHEREAS, the majority of the Work to be performed under the Grant Agreement will take place on property owned by VEC at 42 Wescom Road in Johnson, Vermont ("VEC Property") and VEC is the primary beneficiary of the Work; and

WHEREAS, VEC has designated John Varney, VEC's Safety and Security Manager, to be VEC's authorized representative in connection with all Work (defined below) performed under the Grant Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, VEC and TOJ hereby agree as follows:

1. Irrevocable License to Access VEC Property.

- 1.1. VEC hereby grants TOJ and any contractor(s) hired by it and the contractors' subcontractors, an irrevocable license to access and use the premises owned by VEC at 42 Wescom Road, Johnson, Vermont, (the "VEC Property") to undertake, prosecute and complete the scope of work detailed in Attachment A to the Grant Agreement, including the installation, construction and interconnection of a 140-chamber subsurface stormwater collection and drainage system (the "Work"). Said license shall cease and no longer have any effect when the Work, as performed, and has been subjected to final inspection and no "punch list" items remain to be completed pursuant to the Grant and the Grant is closed out.

- 1.2. TOJ agrees that it will not knowingly permit its contractor(s) to commit waste or cause damage or injury to the VEC Property.
- 1.3. TOJ agrees that its contract with its contractor(s) will provide that (i) all materials and equipment introduced to or stored on the VEC Property by the contractor(s) shall be placed and maintained in good condition, and (ii) use of the VEC Property shall not, to the extent reasonably possible, interfere with the function or operation of VEC's business at VEC Property, and (iii) the use of the VEC Property shall be consistent with the Grant Agreement.

2. Preparation For and Conduct of Work Under the Grant Agreement.

- 2.1. TOJ will consult in good faith with VEC in the preparation of all Request for Bid materials required under the Grant Agreement, including in determining insurance requirements and safety and technical qualifications necessary to qualify to conduct the Work. VEC will undertake and complete any such consultation in good faith and act responsibly to facilitate timely commencement of the Work.
- 2.2. VEC shall be advised of the selection of all contractors who will perform the Work and may, within seventy-two hours of being so advised, express in writing any reservations or concerns it has about the suitability or reliability of TOJ's identified preferred contractor(s). Final selection of contractors to perform the Work shall be made by TOJ.
- 2.3. VEC shall be consulted with respect to all Work performed on VEC Property. TOJ shall consult with VEC about and keep VEC reasonably informed of all activities on VEC Property throughout the implementation of the Grant Agreement. VEC shall consult with TOJ about and keep TOJ reasonably informed of all activities on VEC property throughout the implementation of the Grant Agreement.
- 2.4. Any VEC employee or representative that observes an unsafe work practice or condition should report the same to the contractor and to the TOJ and VEC. Any VEC employee or representative that observes an unsafe work practice or condition and determines an immediate work stoppage is necessary to ensure safety is authorized to request an immediate work stoppage. Unsafe work practices or conditions shall be immediately reported to TOJ and VEC.

3. Grant Administration and Reimbursement.

- 3.1. TOJ will administer the Grant Agreement, including maintaining records and filing compliance reports.

- 3.2. TOJ will maintain sole responsibility for financial management of the Grant Agreement, including paying contractors, requesting reimbursement from the Grant and retaining records as required by the Grant. In exchange, TOJ shall be compensated in an amount equal to ___ % of the Grant amount or the maximum amount eligible by the grant agreement.
- 3.3. TOJ shall have no responsibility for costs associated with the Work under the Grant Agreement. To the extent that the Grant is not sufficient to pay all costs of the Work together with TOJ's administrative fee referenced in Section 3.2, then VEC shall be obligated to provide funds to TOJ so that the costs of the Work together with TOJ's administrative fee can be paid in a timely manner.
4. **Representations and Warranties.** Each of VEC and TOJ represent and warrant that:
 - 4.1. It is a business or public corporation duly formed, validly existing, and in good standing under the laws of Vermont.
 - 4.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement.
 - 4.3. This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms.
 - 4.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.
5. **Permitting and Post-Construction Operation and Management**
 - 5.1. VEC does hereby commit and certify that it will participate in the Project and cooperate with TOJ and its contractors/subcontractors and engineers.
 - 5.2. VEC shall be responsible for the operation and maintenance of the Work in good condition over its useful life after it has been constructed and deemed operational, including all reporting requirements and the costs of all repairs, maintenance and other costs.
6. **Termination.** This Agreement may be terminated by TOJ upon 10 days-notice to VEC if TOJ's underlying grant is terminated or suspended by the State of Vermont.

7. General Terms

- 7.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
- 7.2. Modifications. No action, communication or agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless said agreement is in writing and signed by the parties hereto.
- 7.3. Successors and Assigns. The rights and obligations herein shall not be assigned by either party without the written consent of the other party. No such assignment shall operate to release the assignor from its obligations under this Agreement.

IN WITNESS WHEREOF, VEC and TOJ have executed this Agreement as of the date first above written.

VERMONT ELECTRIC COOPERATIVE, INC.

By: _____

Name: Rebecca Towne

Title: Chief Executive Officer

Date: _____

TOWN OF JOHNSON

By: _____

Name: _____

Title: _____

Date: _____

JON25-001 VEC - Town Agr re Stormwater Grant SPFMU 25-03-04.doc

Town of Johnson
Vermont Electric Coop 3-Acre Stormwater Upgrade Project
42 Wescom Road, Johnson, Vermont

AGREEMENT

THIS AGREEMENT is dated as of the 15 day of APRIL, 2025, by and between the Town of Johnson (hereinafter called OWNER) and MSI Trucking and Siteworks, Inc., of Morristown, Vermont, (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The CONTRACTOR, in consideration of the payment or payments specified in this Contract and agreed to by the OWNER, hereby agrees to furnish all the materials and to perform all the work and labor for the improvement of a certain project at the Vermont Electric Co-op facility on Wescom Road in the Town of Johnson, at the lump sum price bid by CONTRACTOR for the respective estimated quantities, aggregating the sum of \$322,246.00, and such other items, as are mentioned in the amended bid. The amended bid and prices named are made a part of this Contract. Also, the drawings of the project prepared by Mumley Engineering Inc. are made a part this Contract.

Article 2. ENGINEER.

The Project has been designed by Mumley Engineering Inc., who is hereinafter called ENGINEER and will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed within 60 days after the date when the Contract Time commences. Work schedule is to be agreed upon between the OWNER and CONTRACTOR, as follows:

- Signed Agreement dated: April 15, 2025
- Work start on: TBD
- Work to last no longer than sixty days and be complete by: November 30, 2025

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed by agreed-upon Change Orders. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER three hundred dollars (\$300) for each day from the date specified in paragraph 3.1 for substantial completion until the Work is accepted as substantially complete.

Article 4. (Intentionally left blank.)

Article 5. MEASUREMENT AND PAYMENT

1. General

- 1.1 The following sections describe the method of MEASUREMENT AND PAYMENT for work to be done under the corresponding items in the BID SCHEDULE.
- 1.2 Each lump sum item stated on the BID SCHEDULE, shall constitute full compensation for providing the materials, tools, equipment, labor, calibration and testing for each completed item of work as installed and accepted by the Owner, and the Contractor shall not be entitled to nor shall it claim any additional amount(s) of compensation.

2. Work Included in Items

- 2.1 The price for items which involve earthwork shall be considered to include full compensation for the following as required:
 - i. Excavation of earth and shale, stripping, grubbing, clearing (unless clearing is a separate bid item),
 - ii. Lawful disposal of surplus, demolition, or waste materials,
 - iii. Supply, placement, and compaction of bedding and envelope, select backfill, base, subbase, fill embankment and all other borrow materials, unless specifically described in another bid item.
 - iv. Handling of water,
 - v. Sheeting, bracing, and trench protection.
- 2.2 The Contractor may encounter surface and groundwater in excavations. Pricing shall include all dewatering operations. Additional compensation for such work, over and above the contract price, will not be approved.

3. Payment for Testing

- 3.1 The OWNER will pay for compaction testing directly. Should any work not meet the testing requirements of the Contract Documents, all subsequent testing required by the OWNER shall be paid for by the CONTRACTOR.
- 3.2 All other testing and sample analysis required in the Specifications shall be the CONTRACTOR'S responsibility, and costs shall be carried in the appropriate item.

4. Scope of Payment

- 4.1 Payments to CONTRACTOR will be made for the quantities of the contract items performed and accepted, less retained amount, in accordance with the Contract Documents.

- 4.2 Upon completion of construction, if these quantities show either an increase or decrease from the quantities given in the Bid, the total contract price will still apply, except as provided in the Contract Documents.
- 4.3 Payment of any partial payment estimate or of any retained percentage, except by and under the approved final invoice, in no way shall affect the obligation of Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

5. Payment for Increased or Decreased Quantities

- 5.1 When changes in the quantities of work on unit priced items are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the quantities of work done. No allowances will be made for anticipated profits for decreased quantities.

6. Eliminated Items

- 6.1 Should any items contained in the Bid Schedule be found unnecessary for the completion of the work contracted, Engineer may eliminate such items from the Contract. Such action shall in no way invalidate the contract, and no payment will be made for items so eliminated in making final payment to Contractor. No allowance will be made for anticipated profits for eliminated items.

7. Procedures

- 7.1 (Intentionally left blank.)
- 7.2 Lump Sum Items:
 - i. Contractor shall be paid on the basis of actual work accepted, until the work item is completed. Upon completion of the item, 100% of the lump sum price shall be paid, less retained amount.
 - ii. At the Preconstruction Conference, the Contractor shall provide the Owner with a schedule of values for each of the Lump Sum Items not specifically identified in this Agreement. The schedule of values shall provide specific prices for each of the major items which constitute the Lump Sum Item.
 - iii. Payment for the work of the Lump Sum Price Items shall be made at the Lump Sum Price stated in the Bid Schedule and appropriate to each Lump Sum Item. Partial payments for each Lump Sum Item shall be based on the percentage of work completed. No payments shall be made under these Lump Sum Price Items for work performed by the Contractor to replace defective work, for work which is not shown or ordered, or for work which is outside the limits shown or ordered.
- 7.3 Weekly Quantity Review Meetings:

- i. Contractor's Superintendent or other authorized representative of the Contractor shall meet with Engineer's Resident Project Representative (RPR) to determine the quantities of unit price and/or lump sum price work accomplished and/or completed during the period.
- 7.4 The cut-off date for inclusion of quantities shall be no less than ten (10) days before the monthly construction meeting. Contractor shall prepare a monthly Partial Payment Request based on the monthly quantities and submit one (1) copy to the RPR for review. After the RPR's review, the Contractor shall submit five (5) copies of his Partial Payment Request, which will be signed by the Engineer, Contractor, Owner and any applicable funding agencies.

8. Partial Payments

- 8.1 The Contractor's payment requests will be administered in accordance with the requirements of the Agreement.
- 8.2 Partial payments shall be made monthly as the work progresses. All partial invoices and payments shall be subject to correction in Contractor's Final Pay Request.
- 8.3 No monthly payment may be made when, in the judgment of Engineer, work is not in accordance with the Contract Documents, or when in his judgment, the total value of the work performed since the last payment amounts to less than \$5,000.
- 8.4 Contractor shall submit updated record drawings ("as-builts") with each Partial Payment Request.
- 8.5 When itemizing the value of each item of Work on the Partial Payment Request, the following Limitations shall be applied to the unit prices as bid, or to the approved schedule of value where no unit prices exist. The percentages shall be applied to the full unit price or schedule of value of the item, as a whole.
- i. Exposed and underground piping, electrical and mechanical equipment, manholes, and all other Work which is required to be tested.

<u>STAGE</u>	<u>LIMITATIONS</u>
Any Status:	
Required submittals not made or not approved by Engineer	0%
Upon completion of installation:	
Surfaces not restored, not tested	75%
Surfaces restored, not tested	85%
Upon satisfactorily passing tests:	
Surfaces not restored	85%
Surfaces restored	100%

- 8.6 Engineer may refuse to recommend approval of the whole or any part of any payment, if in his opinion, it would be incorrect to make such representations to Owner. The Engineer may also refuse to recommend approval of any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect Owner from loss because:
- i. Of Contractor's failure to provide updated record drawings,
 - ii. Work is defective, or completed work has been damaged requiring correction or replacement,
 - iii. Claims or liens have been filed or there is reasonable cause to believe such may be filed,
 - iv. Contract Price has been reduced because of modifications,
 - v. Owner has been required to correct defective work or complete the work,
 - vi. Of unsatisfactory execution of the work, including failure to furnish acceptable submittals, clean up, restore surfaces or repair damage.
 - vii. Failure of Contractor to make payments properly to subcontractors or for labor, materials or equipment.

9. Retainage

- 9.1 Retainage of 10% of completed and accepted work will be withheld from the Contractor's payment requests in accordance with the requirements of the Agreement.
- 9.2 Upon Substantial Completion of the work, retainage not previously released may be released to the Contractor, subject to the punch-list requirements below:
- i. Amounts otherwise due to the Contractor upon Substantial Completion of the work shall be reduced by an amount equal to 200% of the cost of completing non-seasonal items and 100% of seasonal items, all as estimated by the Engineer.

10. Payment for Materials Delivered

- 10.1 When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated in the work, have not been used and have been delivered to the construction site, or located in storage places acceptable to Owner. Prior to payment being made, Contractor shall submit to Engineer copies of invoices as proof of the value of the material and/or equipment under consideration. Materials and equipment, when so paid for by Owner, shall become property of Owner, and in the event of default on the part of Contractor, Owner may use, or cause to be used, these materials and equipment in the construction of the work. Contractor shall be responsible for any damage to, or loss of, these materials and equipment.

- 10.2 Contractor's insurance shall cover stored materials.
- 10.3 No partial payment shall be made for fuels, supplies, false work, or other materials, or on temporary structures of any kind which are not a permanent part of the Contract.

11. Final Payment

- 11.1 After Work is 100% complete, Contractor shall submit a Final Pay Request to the Engineer for review. After review and acceptance by Engineer, the Final Pay Request will be submitted to Owner for payment. Owner will pay the entire amount due within thirty (30) days, after deducting all previous payments and, if applicable, Owner will also deduct the following:
- i. Liquidated damages.
 - ii. Charges that are specified in the General Conditions and Special Conditions.
- 11.2 Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the project by Owner nor any failure to do so, nor any correction of defective work by Owner shall constitute an acceptance of work not in accordance with the Contract Documents.

12. (Intentionally left blank.)

Article 6. INSURANCE

Insurance: Before commencing work covered by this Agreement, the CONTRACTOR must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the CONTRACTOR to maintain minimum insurance coverages and keep current certificates of insurance on file with the OWNER through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the CONTRACTOR for the CONTRACTOR's operations. These are solely minimums that have been established to protect the interests of the OWNER.

Workers Compensation: With respect to all operations performed, the CONTRACTOR shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. CONTRACTOR shall secure a workers' compensation policy from an insurer or surety licensed to sell such coverage in the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the CONTRACTOR shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations

Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the Town of Johnson as Additional Insured. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the Town of Johnson as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the OWNER.

Article 7. CONTRACTOR'S REPRESENTATIONS.

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (inclusive).
- 8.2 (Intentionally left blank.)
- 8.3 Drawings and Specifications, consisting of the following:

- Site Plan Drawings by Mumley Engineering, Inc.

It shall be the Contractor's responsibility to always keep a set of the most current drawings on the project site during construction.

- 8.4 Any Modification, including Change Orders, duly delivered after execution of Agreement.

- 8.5 Performance Bond dated: _____
- 8.6 (Intentionally left blank.)
- 8.7 Supplementary Conditions, if any.
- 8.8 Addenda, if any.
- 8.9 Exhibits to this Agreement as follows:
- a) Notice to Proceed (to be issued after execution of this agreement)
 - b) Revised Contractors bid dated 03-31-25
 - c) Recommendation of Award for Construction, dated 10-07-24

There are no Contract Documents other than those listed above in this Article.

The Contract Documents may only be altered, amended or repealed by a Modification.

Article 9. MISCELLANEOUS

- 9.1 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.2 Arbitration
- 1. All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules (or other arbitration rules). This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any award shall provide for payment within 30 days of the date of the award. The selection of the arbitrator shall be agreed upon by both parties.
 - 2. Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
 - 3. The CONTRACTOR will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.
- 9.5 Hold Harmless. The CONTRACTOR agrees to defend, indemnify and hold the OWNER harmless from any liability or claim for damage because of bodily

injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S negligence in the performance of the construction contract. Each CONTRACTOR and subcontractor is acting in the capacity of an independent contractor with respect to the OWNER. The CONTRACTOR further agrees to protect, defend and indemnify the OWNER from any claims by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with the Construction Contract.

Article 10. OTHER PROVISIONS

- 10.1 **Fair Employment Practices and Americans with Disabilities Act:** CONTRACTOR agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. CONTRACTOR shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the CONTRACTOR under this Agreement.
- 10.2 **False Claims Act:** The CONTRACTOR acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the CONTRACTOR violates the Vermont False Claims Act it shall be liable to the OWNER for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The CONTRACTOR'S liability to the OWNER under the False Claims Act shall not be limited notwithstanding any agreement of the OWNER to otherwise limit CONTRACTOR'S liability.
- 10.3 **Whistleblower Protections:** The CONTRACTOR shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the CONTRACTOR shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the CONTRACTOR or its agents prior to reporting to any governmental entity and/or the public.
- 10.4 **Taxes Due to the State:**
 - A. CONTRACTOR understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - B. CONTRACTOR certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the CONTRACTOR is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - C.

10.5 (intentionally left blank)

10.6 **No Gifts or Gratuities:** CONTRACTOR shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the OWNER during the term of this Agreement.

10.7 **Certification Regarding Debarment:** CONTRACTOR certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither CONTRACTOR nor CONTRACTOR'S principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, ENGINEER and CONTRACTOR.

This Agreement will be effective on April 15, 2025.

OWNER:

Town of Johnson

Name: Thomas Galinat

Signature: _____

Title: Town Administrator

Address for giving notices:

Town of Johnson

293 Lower Main West

Johnson, VT 05656

802-635-2611

tojadministrator@townofjohnson.com

CONTRACTOR:

MSI Trucking and Siteworks, Inc.

Name: Schuyler Biasini

Signature: Schuyler Biasini

Title: TRUCKING + SITEWORK MANAGER

Address for giving notices:

MSI Sitework

153 Stafford Avenue

Morrisville, VT 05661

802-888-3289

schuylerb@msivt.com

Industrial Park

The NEPA review has produced two of four chapters so far. Chapter 3 was submitted by Mumley for review by the Clark Group and has been returned for substantial editing. It is unclear how much this will impact the timeline for completion. I previously mentioned that prime agricultural mitigation was under discussion and the state has concluded that the project will not qualify as de minimus - meaning that some mitigation is necessary. It is now believed that 2.6 acres will be impacted, which means that 5.2 acres is required for offset. If 5.2 acres cannot be found the fee would be \$19,832. We did a cursory look, and it appears the Gomo Forest has prime ag acreage sufficient to meet the requirements. Discussion continues on that front. Mumley has identified vendors for the traffic study (VHB) and for the surveying (Day Land Surveying). The Highland Park pumping station will require remote monitoring and the installation of a panel to allow for a portable generator to be utilized. As mentioned previously, Mumley did calculations to determine whether existing capacity was sufficient (see possible action item), and it was determined that this is the most cost effective, and regulatory friendly approach. The total cost will be around 5k, which is a major improvement over previous scenarios in the 30k range. It is expected that this will be a reimbursable project cost. LEDC has secured some funding to produce a design for one of the lots in the park. This requires no town funds and would be a welcome tool for marketing the park in the future.

POSSIBLE ACTION ITEM: The NEPA contract had a \$5,000 line item for hiring an environmental consultant which is not going to be necessary. Is it acceptable to the Selectboard that the money for that line item be available for other areas of billing within the contract? The “not to exceed” amount of the contract will not change.

POSSIBLE ACTION ITEM: Mumley Engineering conducted what they believe to be out-of-scope work that involved more effort than they can absorb within the existing contract around calculations and meetings for the Highland Park pumping station. They would like to submit an out-of-scope invoice for the work of approximately \$1500. I discussed this with Tyler Mumley and agreed that the ideal course of action would have been for them to flag it as out of scope ahead of time and wait for approval before proceeding. In my judgment they were acting in good faith and trying to keep the project moving forward. How would the Selectboard like to handle this?

VCRD Re-Imagine Johnson Taskforces

Kathy Black is the co-chair of the recreation taskforce and would like to produce a brochure highlighting recreation opportunities in Johnson. As I understand it, VCRD has money available to fund this, but would prefer to reimburse the town rather than an individual. Kathy is seeking the Selectboard's approval to essentially be the fiscal agent. The cost should be under \$1000 and is to be fully funded by VCRD.

ACTION ITEM: Can the town act as the pass through for VCRD funds for this purpose?

Recreation Economy for Rural Communities

As the Selectboard is aware, I applied for this program in October and we have been selected as semi-finalists. The interview is scheduled for April 24th. I have a good core group for the proposed steering committee and will seek further participants should we be selected to receive the planning assistance. This program could help advance the work of the VCRD Taskforces, the FEMA recovery document, and the Town wide project coordination beginning in May.

Revolving Loan Fund

I have been in communication with the state level CDBG staff to try to wrap up the recent loan, but it has been a very tedious process. It has become clear that involving them more fully prior to loan decisions is optimal. There are other kinks to work out in terms of reporting and they are having an internal discussion about how to make the process easier for all involved.

Legion Field Improvements

As you may recall, the Vermont Community Foundation deployed money throughout Johnson after the floods. One of the projects they wanted to support was making improvements at Legion Field. Somehow VCF failed to notify the group that they had been allocated \$30k to support the work. A group of stakeholders

Congressionally Directed Spending

Applications were submitted to Sen. Welch's office for two projects: relocating the municipal building and the water park.

Lamoille Valley Rail Trail Community Grant

The Grant Agreement for the installation of steps connecting the welcome center to the recreation fields was sent by the state and is under review.

Building Communities Grant (Recreational)

The RFP for improvements at the welcome center has been posted with a 4/30 deadline.

VOREC Rail Trail Scoping Study Grant

We had an initial stakeholder meeting with our contractor (VHB). I've followed up with them to get the project timeline.

FEMA Community Assistance

Meetings with Mark Leese (and now Robert Farlice-Rubio) from the FEMA team continue. The plan should be available for approval in a month or so, and the end of their presence in Johnson is likely next month.

Johnson Renewal and Recreation Initiative

Charles Flaum continues his work and has started to put together a board for his non-profit. We met with state community development staff to explore obtaining Designated Downtown status and it would fall to the Village to move that forward. There is a great deal of uncertainty around how that program will be configured going forward so I think we are in a wait and see posture for now.



JASON WHITEHILL
 PO Box 383
 Johnson, VT 05656
 C: (802) 730-9597
 W: (802) 635-2274
 publicworks@townofjohnson.com

**Stock # DT24226**

2024 Ram 5500 Chassis Cab, Body Type: Crew Cab Chassis-Cab

Color: Bright White Clearcoat, 16 Miles VIN:3C7WRNEL8RG362136

Trade-In: 2020 RAM 3500, Chassis, 30,000 Miles

Payoff: N/A

Cash

	Balance Due
\$0	\$71,178
\$2,500	\$68,678
\$5,000	\$66,178

Total Trade Allowance: **\$29,000**Total Trade Adjustments: **\$0**Net Trade Allowance: **\$29,000**

MSRP/Retail	\$79,375.00
Discount	\$4,251.00
Selling Price	\$75,124.00
<i>BIG DEAL PLUS PKG</i>	<i>\$0.00</i>
<i>Body Upfit</i>	<i>\$15,500.00</i>
<i>FISHER PLOW</i>	<i>\$14,000.00</i>
Total Accessories	\$29,500.00
Trade Allowance	\$29,000.00
Trade Difference	\$46,124.00
<i>Government Fees</i>	<i>\$155.00</i>
<i>Proc/Doc Fees</i>	<i>\$399.00</i>
Subtotal (Selling Price + Addons)	\$105,178.00
Total Taxes	<i>\$0.00</i>
Trade Payoff	<i>\$0.00</i>
Deposit	<i>\$0.00</i>
Rebates	\$5,000.00
Total Balance Due	\$71,178.00

RAM 3500 Adjustments:

Customer Signature

Date

Manager Signature

Date

Based on approved credit.



Date: 04/17/2025 9:49 AM

Salesperson: Abbie Whitten

Manager: Ed Dever

FOR INTERNAL USE ONLY

BUSINESS NAME **TOWN OF JOHNSON**
CONTACT

Home Phone: (802) 730-9597

Address : **JOHNSON, VT 05656**
LAMOILLE CO

Work Phone:

E-Mail : **publicworks@townofjohnson.com**

Cell Phone: (802) 730-9597

VEHICLE

Stock # : 4206

New / Used : New

VIN : 1GB4YSEY1RF274505

Mileage : 228

Vehicle : 2024 Chevrolet Silverado 3500HD Chassis

Color : SUMMIT WHITE

Type : Work Truck (Not

CK31043

TRADE IN

Payoff :

VIN : 3C7WRTAL4LG295570

Mileage : 30,540

Vehicle : 2020 RAM 3500 Chassis

Color :

Type : Tradesman/SLT 4x4 Regular Cab 143.5 in. WB

Selling Price	64,603.00
Discount	2,000.00
Adjusted Price	62,603.00
PLOW	9,999.00
DUMP	16,950.00
FENDERS	650.00
1 BOX	799.00
Total Purchase	91,001.00
Trade Allowance	23,000.00
Trade Difference	68,001.00
Doc Fee	499.00
Trade Payoff	
Cash Deposit	
Balance	68,500.00

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.