Town of Johnson
Selectboard Meeting
Municipal Building
Monday, February 2, 2026; 6:30 pm

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 and Public Announcements
4. 6:40-6:45pm Selectboard Updates and/or Concerns
5. 6:45-6:50pm Consent Agenda
    a. Consider Approving Minutes of January 22, 2026

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

7:00 p.m. Work Session

6. 6:50-7:10pm Library Discussion
7. 7:10-7:30pm Brownfield Assessments on Commercial Property Buyouts
8. 7:30-7:50pm Review and Consider Approving Rail Trail Lease Agreement
9. 7:50-7:55pm Inclement Weather Protocol for Municipal Office
10. 7:55-8:00pm Increasing Town Involvement in Public Office
11. 8:00-8:10pm Employee Flow Chart
12. 8:10-8:30pm Discussion on Creating Town Revenue
13. 8:30-8:40pm Old Business: Capital Budget and Plan, TSSA, Joint Properties, Scribner Bridge Grants, Buyout Property Planning/Old Library location, Gravel Pit, Speed and Stop Sign Ordinance, Speeding

Executive Session

1. Review and Consider a Revolving Loan Fund Application
   Executive Session for pending or probable civil litigation or a prosecution, to which the public body is or may be a party; 1 V.S.A. § 313(a)(11)(b)

Adjourn

Option to join by Zoom*:
https://us02web.zoom.us/j/3446522544?pwd=VkNZZE5tMW5PaEhidVpnUjRxSkxGdz09
+1 646 558 8656 US (New York)
Meeting ID: 344 652 2544
Passcode: 15531

JOHNSON SELECTBOARD MEETING MINUTES
JOHNSON MUNICIPAL BUILDING
FRIDAY, JANUARY 22, 2026

Present: Selectboard members: Mike Dunham, Peter Hammond, Adrienne Parker, Eben Patch, Paul Warden
Others: John Sutherland, Rosemary Audibert, Carl Rogers (remote), Lois Frey, Charles Flaum, Morna Flaum, Seth Jensen, Scott Meyer,

Note: All votes taken are unanimous unless otherwise noted.

1. ***Call Meeting to Order***
   Eben called the meeting to order at 6:31.
2. ***Consider Additions or Adjustments to the Agenda***
   Adrienne asked to add an executive session for employee evaluation. Eben noted that there may be a request for signature for landfill material going to Casella under Carl's report
3. ***Public Comment***
   No members of the public were present at this point.
4. ***Selectboard Updates and/or Concerns***
   Eben said he thinks we can't lose sight of the fact that we need to get a salt contract. He doesn't know if we should wait until after town meeting day for that. He asked if John can talk to Jason about putting out an RFP.

   Eben said he thinks the cost of crushing material that came out of our pit will be over $10,000, so we should probably put out an RFP. He doesn't know if we have to do that right away but he doesn't want to lose sight of it.

   Adrienne asked if John emailed the rec group. John said he talked to Isabelle Sullivan about material for the town report. She can make it to the February 2 meeting.
5. ***Consent Agenda***
   The consent agenda consisted of the minutes of January 5 and January 14, 2026. **Mike moved to approve the consent agenda, Paul seconded and the motion was passed.**
6. ***Library Update***
   Peter said the library will give an update on February 2.

   Eben asked if we can sell the lot the library used to be on. Rosemary noted that that lot did not go through a buyout. Eben said it is something to ask the library about. We do need their permission. Sale of that lot could bring in some money. Peter said he will mention it to Kelly Vandorn. Eben said he would probably want a covenant not to build.

   Peter said he has an email almost ready to send to Mark McClary from the Vermont Department of Libraries. At the meeting on Tuesday, Mark McClary was not able to answer the question of what it means to say the project has to be completed by December 31. Is the town on the hook at that point? McClary needs to follow up with the treasurer.

   The library board met last night. It was a very productive session. They talked about fundraising and grants.

7. ***Review Invoices and Orders***
Mike said he thinks we are paying too much for diesel and #2 fuel compared to what other people are paying. The next time around he thinks we should have the bidders sharpen their pencils.
8. ***Community and Economic Development Discussion***
Carl said the Northern Border Regional Commission report that was due at the end of January was completed and emailed to Pat Ripley as required by the grant. Pat said it is okay to submit. Eben can sign it tonight so he can submit it to NBRC.

There is nothing new on the prime ag soil question. Regarding deer wintering area, Carl got an email from Bob Fletcher's law firm advising which attorney is taking on this matter now that Bob Fletcher has retired.

Surveyors completed marking for tree removal at the industrial park. Today two Vermont Land Trust staff members were out marking trees they would want for a VTrans floodplain restoration project in Jericho. They marked over 100 trees, with the vast majority being in the area that has to be cleared for constructing the road, putting in utilities and creating the stormwater pond. There are maybe 25 to 40 trees outside that area that they marked as well. We will talk to the state about bat habitat regulations to see if it is an issue to have trees removed from outside the road and utility area. Luke Willey from Mumley does not think it will be an issue.

Carl said he wants the board's thoughts about the construction contract bid form. Mumley has seen construction bid forms set up where the bidder has to determine the quantity of bid items such as sewer manholes. They feel using this method produces better contract documents with a more precise estimate of quantities. But there is a lot of work currently available to contractors and if they are looking at several sets of specs and Johnson asks them to figure the quantities while others provide those numbers, they may skip over Johnson's bid request in favor of pursuing others. What option for the bid form does the board prefer? Carl's suggestion would be the more traditional option where we provide the estimate of the quantity of bid items.

Paul asked if we can easily enumerate the bid items. Carl said Mumley will help with that. They can provide estimates of numbers of sewer manholes and water hydrants, number of feet of water and sewer line and conduit for communications, etc.

The board agreed to Carl's suggestion to use a form that already has estimates for bid quantities.

Eben asked if Carl thinks we can get the logging done by April 1. Carl said the logger who went to the January 5 site visit seemed to think so. There are a lot of small trees and brush that would not be a lot of work for a well-equipped logger or even a tree service company. The time consuming part is getting blessings from the state. We have to get an Act 250 permit. Bid documents need to comply with NBRC grant conditions. Pat Ripley is helping us comply. He will talk at the next week's team meeting about how much work it will be to put together bid specs for having the trees removed.

Paul asked what will be done with the trees that are removed. Carl said the logger knows of a piece of equipment that can cut the roots off in the ground so it is easier to topple the tree. Then the tops will be cut off to a specified length and the logs will be stored, probably on Lot 2 of the industrial park. At the restoration site, the logs will be laid with their roots toward the water. A course of them will be laid down, then backfill material will be dumped between them. Then another row will be interlaced with them. This is to improve fish habitat. Logs will not get as warm as boulders on the riverbank. In places where large stones have been used on banks, it warms the water, which is not good for aquatic life.

Carl said the second meeting for the Johnson visioning project was postponed. He asked if the board has any thoughts about getting this back on schedule. Paul said he, Seth Jensen and Jesse Whitworth felt that DuBois and King did not have a product yet that was ready for another meeting. The next meeting may be in late February or early March.

Carl said work is underway on the Welcome Center at the trailhead.

He met with Jackie Cassino last Friday about the lease agreement at the trailhead. He is planning to have a lease agreement for board approval on February 2.

Mike said the Welcome Center is costing about three times as much as it was supposed to. We keep putting money into it. Eben said Mike is referring to a previous project as well as this one.

Carl said he was contacted about a culvert at the entrance to the town gravel pit that goes under the rail trail. Jackie Cassino made it known that the state is looking to do some maintenance work at the inlet of the culvert sometime in spring or summer. The town will be contacted about doing that work.

The introductory Recreation Economy for Rural Communities meeting has been scheduled for January 29 in the afternoon. This will be a virtual meeting with people from the EPA planning assistance team, Carl and steering committee members.

Adrienne asked about the next step after the rail trail connector scoping study. Carl said if the selectboard is interested, the next step is trying to implement the improvements recommended along Railroad Street.

Adrienne said she wasn't really enthusiastic about any of the solutions they presented. She doesn't know if other board members feel the same way. Paul said he thinks their presentation was pretty good. What they suggested is the only thing we could do quickly to get people into town. Adrienne said she was discouraged that they said a bike lane was not possible and that their solution was to widen the sidewalk and use paint to indicate that the road is shared with bicyclists. She doesn't know if that is solving anything. Mike said the road is tight as it is and they are talking about taking a foot off of it.

Carl said the Recreation Economy for Rural Communities Peer Convening session and introductory meeting are scheduled. But there is no word on when they might want to have the community workshop, which is a 2-day in-person session with the EPA planning assistance team. They gave us a range of possible dates for that from May 2026 to the end of March 2027. Once that date is set, we will backtrack from that to determine when the steering committee should start their meetings, which should be 3 or 4 months before the community workshops.

Paul asked what the Peer Convening meeting is. Carl said it will have the EPA planning assistance team, their consultants, and prior year grantees who will talk about their experience and what they have accomplished. The planning assistance team will talk about the process and what can be done.

Carl said Eben had asked how we are measuring the quantity of the gravel being extracted from the town's pit as part of the Holmes Meadow project. Jason and people from Boulder Construction agreed on how many cubic yards a dump truck could carry and they have been counting truckloads hauled to the public works yard. The SLR engineers are going to measure and calculate the volume of gravel there.

Carl said the selectboard is being asked to approve Change Order #3 for the Holmes Meadow project so Eben can sign it. It means an increase in cost of $14,740 for three different work items. The first is cutting and capping two water lines and possibly a sewer line crossing the meadow, as requested by the village. It will cost $1,800 to cut and cap the two water lines and if they find a sewer line they will do that for no other cost. The second item is dealing with soil that showed contamination for PAH and knotweed. Those soils would be buried on site according to a plan approved by the project engineer and complying with permits for the project. That would cost $11,740. The third item is dealing with logs. Some logs are going to be saved and possibly used for a project the village is contemplating. They need to stabilize the area around a utility pole along the Gihon River near the former Union Bank. They are looking at using logs for that. Some logs from Holmes Meadow would be stored at the town gravel pit until they are needed. That cost is $1,200. He asked the lead project engineer if this cost is after deducting the cost they were originally planning on for dealing with these logs and she said yes, that was factored in. These items are recommended by the project engineer to be added to the construction contract. They fall within the approved grant contingency funding and will be covered by the grant.

Peter moved to approve Change Order #3 in the amount of $14,740 for the Holmes Meadow project. Paul seconded and the motion was passed with Mike opposed.

Adrienne said a lot of people have reached out to her wondering what is happening at Holmes Meadow. Could we put something on Front Porch Forum and Facebook to let people know it is a flood restoration project? Paul said he thinks that is a good idea. He has gotten questions too.

Carl said we got a Holmes Meadow construction observation report from the engineers dated January 20. They are doing rough grading with the excavator. Final grading will be done 4 inches below the final elevation. They will use GPS equipment to make sure the grade is right. SLR is also checking on the grades in the restored floodplain area. All the knotweed soil has been hauled and dealt with so it should not resprout somewhere in the future. The contractor expects the first phase of the project to be complete next week. At that time they will do more stabilization and then take out their equipment until the final seeding, planting and mulching of trees and shrubs can be completed in spring.

Eben said he believes he needs to sign a Waste Characterization Profile form for Holmes Meadow. He said he asked Seth Jensen if he could e-sign it tomorrow and Seth said that would be fine. There are some lab results we don't have that need to go with the profile report for the material that has to go to the landfill. Carl said Eben was already authorized to sign Holmes Meadow documents and signing this form is not committing the town to anything. The town is just signing as owner of the property the materials are coming from. Eben said he will sign the form tomorrow morning.

Carl said the soil will be hauled to Coventry next week. They are planning to have a project team meeting next week and then the site will be stabilized until winter.

Peter asked about the statement in Carl's report that the library will need only 700 cubic yards of fill instead of the 5,000 yards previously thought. Is that just for stabilization of the foundation or does it include final grading of the site? Carl said it includes final grading. That figure came from the architect and then the engineers did their own calculation and came up with 700-800 cubic yards. The architect and the engineers have checked the measurements. It seems that someone from the town just provided the figure of 5000 yards without getting it from someone who knows how to calculate it.

Carl said he is planning to call a state staff person tomorrow about the revolving loan fund to try to figure out what the town has to do for submitting two reports.

Carl said he was asked to write the CEDS report for the town report and he has done that and submitted it.

9. Letter of Support for Grant for Celebration of Blueberry Harvest with Music

Morna Flaum said she is representing Discover Johnson, a non-profit 501(c)(3) dedicated to promoting agritourism, recreation tourism and wellness tourism to bring more visibility and traffic to town. The Tuesday Night Live committee has agreed to co-produce a Blueberry Jam concert on Legion Field August 1. She is requesting a letter of support from the town, but not any money. Discover Johnson is getting a grant for the concert, and probably other grants for other aspects to the festival they are envisioning. She has been talking to blueberry farmers in the area. They are thinking of having multiple small events that encourage people to come and pick blueberries in town. They would like a letter of support for using Legion Field on August 1 as well as the day before and the day after for preparation, other events and cleanup. The concert will be in early evening.

Eben said a facilities use application should be filled out. Charles Flaum said a letter of support is needed to get the grant. John said if the board approves sending a letter of support he can use the standard one the town has used before and make a few changes.

Peter moved and Adrienne seconded to direct the town administrator to issue a letter of support for the Blueberry Jam concert to be put on by Discover Johnson.

Eben said someone should review the letter before it goes out. John said he will send it to the board.

Adrienne said Isabelle Sullivan likes to give input on events so the grounds don't get messed up.

The motion was passed.

10. Review and Sign Upcoming Municipal Budget

The board reviewed the budget. Rosemary made a suggestion about where to show the revenue coming in from our audit reserve.

There was discussion about whether to include estimated year end finals in the town report. It was decided to not to include that column because it is not up to date.

The amount of the appropriation for Salvation Farms was corrected to the $700 they requested.

Eben said he thinks we should cut the appropriation for Lamoille Housing Partners because they merged with Downstreet. He thinks if Downstreet wants an appropriation they have to go through a petition process. The board agreed.

Paul pointed out a formula in the budget spreadsheet that was wrong.

Eben said we have roughly $395K of cash on hand. We are proposing to use $180K to reduce taxes. We had talked about possibly using $40K to rebuild the tax anticipation reserve fund. If we did that there would be about $139K left. He thinks we probably should put some toward industrial park expense. He thinks the project will go over budget and if it doesn't, we can reduce what we bond.

Eben asked Rosemary if there are any reserve funds she is concerned about. She said the board hasn't put anything in the bridge reserve fund for some time. There is $91K in it.

Scott Meyer asked if this would be an appropriate time to ask the voters if they want to establish an emergency fund for situations like an emergency furnace repair or other unexpected expense. Eben said we have a buildings and grounds fund, a capital equipment fund and an emergency management reserve fund.

Mike said the cash on hand includes money we don't actually have yet from delinquent taxes. If we had a major emergency we could call an emergency town meeting to get permission to spend money. He wishes we could do the budget without even considering money owed to us that we don't have in hand. Rosemary said the figure he is looking at is from 6 months ago. Paul asked if there is any reason not to find out the amount we have now. Eben said we could ask for a delinquent tax report for the next meeting. But all the figures we have are just a snapshot in time.

Eben proposed committing $40K for industrial park expenses and then having the board know that if there is a funding problem with the library, a special town meeting could be held and maybe the voters would support using cash on hand for that. Paul asked, Eben does not want to budget a specific amount for the library? Eben said he doesn't want the library to lose steam on fundraising as they might if we said we had a certain amount of money on hand that we could spend on the library. We would be leaving almost $100K in cash on hand uncommitted for next year's board.

Peter suggested committing money to survey the line that is in question on the Gomo lot. Eben agreed with that. Peter said he got quotes of about $9K for a complete survey. He doesn't know how much it would cost to survey just one line. The board agreed to commit $5K for surveying.

Paul asked about the grant match reserve fund. Eben said it is healthy. Paul said most of it is obligated to be spent on the industrial park project, so we don't have a huge grant match reserve fund. Eben looked up the amount we plan to use for the industrial park. Paul said that leaves about $20K. He suggested putting $40K in the grant match reserve fund. The board agreed to that.

Those decisions leave $54K in cash on hand.

Lois Frey said line 549 is labeled "Conservation Commission Reserve Fund" but she thinks that is the Conservation Reserve Fund, not carryover of unspent Conservation Commission funds.

Mike moved to approve a municipal budget of $3,630,569.15, with $2,400,171.73 to be raised by taxes, Peter seconded and the motion was passed.

11. FEMA Buyout Update

Scott said the buyout houses are being inspected to make sure they are vacated and cleaned. The state has an environmental firm that checks for asbestos, vermiculite, gas, fuel tanks, etc. The question of salvage has come up. He does not recommend that anyone go back into homes after they have received the check for them. If people take out windows and doors then we can't secure the building easily. We did three more houses this week. Two have been inspected already and the third will probably be inspected on Monday. The town has a responsibility to ensure that the buildings are razed within 90 days after getting the title. Rosemary said the buildings will be demolished this week or next week.

John said the former owner of one of the houses wanted to know if he could salvage some windows. There has also been talk about maybe letting Habitat for Humanity see what they could salvage. How does the board feel about that?

Eben said he called the homeowner. He is not sure it even matters how the board feels. He dug into the Vermont Emergency Management and FEMA regulations. If someone has something in the structure they want to salvage, they should salvage it before closing, but that will reduce the payment they receive.

Mike asked, if someone goes down to the building while the contractor is there and asks the contractor if they could go in and take a newel post, for instance, and the contractor says it is fine, is that all right? Scott said no. The contractor can say they don't care, but they have to clear it with the town. If the contractor can pull the post out and put it by the curb, that is great. But the town has legal authority, not the contractor. Most contractors won't allow someone to go onto the property or into the building.

Mike asked, what about people who are already approved for a buyout going into the building before the papers are signed? Scott said is it is still their property then. Mike said they received the value of the house the way it was, so technically they shouldn't haul things out themselves at that point. Scott said that is right. If you get a check for fair market value and you pull stuff out after that, a lot of people would say that is not fair.

Scott said he thinks some of the homes do not have much that is reusable. It is up to the contractor whether they want to try to reuse some of the materials to try to recoup their expenses. Paul asked if he is saying that the contractor could pull stuff out and use it somewhere else. Scott said yes. He is not sure what the contractor will do with some of the older post and beam houses in town. Mike asked if the town is just getting the deed for the land or also the buildings. Scott said he thinks the town is getting the deed for the entire property, including buildings.

Scott said soil that is being removed from Holmes Meadow is still in the 100-year floodplain and he did not give permission for that. Eben said it will move. The soil is not from Holmes Meadow; it is from our gravel pile. Scott said it is displacing flood storage.

Adrienne said it sounds like it would be up to the contractor whether to work with Habitat for Humanity. Eben said not really. Tom had a great idea about being able to recycle the materials, but he doesn't think one person can make the state and feds change regulations quickly. Tom said it is a good point that once windows and doors come out the property is no longer secure.

Rosemary said she told our insurance company about the buyout properties, so they are covered under our insurance.

Paul asked, we are leaving any salvage opportunity in the hands of the contractor? Eben said yes, per their contract.

12. ***Review and Sign Fire Department Contract with Village of Johnson***
Mike moved to approve the fire department contract for the Town of Johnson 2026 fire service in the amount of $108,992 and to authorize the chair to sign it. Peter seconded and the motion was passed.

13. ***Historical Society – Review and Consider Quotes for Building Insulation***
Mike said he talked to the Historical Society chair today. The decision was made to go ahead with the original proposal for adding insulation to one wall. The Historical Society can go back at a later date to try to insulate more of the building. They plan to go with the lowest bid for cellulose insulation for $720. But they don't want the board to claw back the authorized amount of $5,000. They want to keep that for more work on the building at a later date. Adding more insulation will reduce heating costs.

Most board members agreed to that. Eben questioned leaving $4,300 for the Historical Society to use as they see fit. He thinks they should develop a project and get bids. Mike said they are going to do that.

Adrienne asked if we can stipulate that the money needs to be spent by a certain time. Eben added that it should be spent in accordance with our procurement policy. Mike said they will get two bids. Adrienne suggested the work should be done before July 1. The board agreed to that.

Mike said the Historical Society wants to wait until the weather is warmer to get the rest of the work done. They don't want damage to the siding in the cold weather.

14. ***Review and Discuss the Julian Scott House***
Eben said the Julian Scott house is in the buyout process. We don't own it yet. A lot of people in this town are passionate about its historic significance. Rosemary said the closing is supposed to be next week. Eben said he would like to form a short-term advisory council to look at what can be done with that building. Mike said he thinks we should not do anything to put a wrench in the closing. After we close, we have 90 days to deal with the building.

Scott said there was a historic building in Milton that the Milton Historical Society took apart. They left the foundation and salvaged the post and beam structure and they are storing it until they can figure out where to reconstruct it. Maybe Johnson can do something similar. We have cold storage at the old talc mill property. He is not sure if that is still being used since the village garage is almost back in use. Could the post and beam pieces be stored there while the town decides what to do with it? We could potentially rebuild the house with grant money. We could ask Milton about how expensive it was for them to have the house deconstructed and who did the work and we could see if our contractor would be willing to deconstruct the house.

Adrienne suggested the Historical Society could be the group to look into this.

Eben said his primary concern is protecting the town and making sure the property owner gets their check is second. He doesn't think we are at risk, because the state and the feds checked the boxes regarding historical significance of the house, but what if we end up with it and it turns out it is on the historic preservation list? Mike said the owners checked and were told that the only thing historic was the marker. It is hard to believe it is not on the historic register, but evidently it is not. Eben asked if we should take the homeowner at their word. Mike said he is sure the feds have looked into this. We are not going to do anything until the paperwork is signed. The more digging we do now, the more possibility there is things could get sticky with the feds and the property owner.

Scott asked if the Lamoille County Planning Commission has historic preservation data. Seth said they may have data on that house if it is listed. He hasn't checked that one in particular. Lois said there must have been research done when the marker was put up outside that house and that wasn't that long ago.

Eben said he would like to ask the Historical Society to come up with a plan if they are willing. Adrienne said she thinks the majority of people discussing this were members of the Historical Society. Paul said we might get other volunteers as well. Adrienne suggested the Historical Society can form a subcommittee and invite members of the public to participate.

Scott said we should be open-minded. If it turns out the building has insect damage, we may not want to store it.

Eben asked if Scott thinks there is any risk that the town may take ownership and then be told that we cannot demolish the building and need to reimburse FEMA. Scott said he is not a lawyer. It is a potential concern. He would think that Vermont Emergency Management has been doing due diligence. Seth said the state Historic Preservation office needs to concur on demolitions before they are done. It has been cleared. There may be a question as to why that happened.

Paul asked, are we asking the contractor to tear the building down and save the posts and beams? Who is paying for that? Eben said he would like the Historical Society to come up with ideas. That is most likely the most reasonable idea.

Adrienne said there may be groups that take down historic buildings. Scott said they would need to have proof of workers comp and liability and they would need to work with the contractor.

Lois said she can't speak for the Historical Society but she can take them the message that the board would like them to at least talk about the Julian Scott house. How much time do they have? Eben said not much. Scott said we have 3 months after the closing to deal with it.

15. Lowe Lecture Hall Update

Peter said the environmental inspection for lead and asbestos at the Lowe Lecture Hall showed there is no asbestos. There is lead, as expected.

We got a proposal from an engineer for a simple assessment for $35-52K. The piece of that that was an analysis of existing conditions was $9-12K. He feels the building inspection we had done identified structural work that needs to happen. He doesn't feel we need to look for an engineer for an assessment. He suggests asking the town attorney to begin drafting relevant documents for the sale.

Adrienne moved and Peter seconded to direct the town's attorney to draft closing documents and work with the Vermont Studio Center on sale of the Lowe Lecture Hall to the town.

Paul said we probably will have to have an engineering study done to move forward with whatever we are going to do, but we need to decide what to do first. Peter said he thinks some historic preservation grants specifically mentioned an engineering study.

The motion was passed.

16. ***Executive Session – Union Contract Update***
Paul moved to enter executive session under 1 V.S.A. § 313(a)(1)(b) because premature public knowledge of the contract information to be discussed would place the town at a substantial disadvantage. Peter seconded and the motion was passed at 9:12. The board consented out of executive session at 9:24.

17. ***Sign Annual Town Meeting Warning***
The board reviewed the town meeting warning. Rosemary said the only thing that changed since the last version was that she put in the budget numbers that were approved. **Peter moved to approve the 2026 annual town meeting warning as presented. Mike seconded and the motion was passed.**

18. ***Executive Session – Employee Evaluation***
Adrienne moved to enter executive session for employee evaluation under 1 V.S.A. § 313(a)(3) with only the board remaining. Paul seconded and the motion was passed at 9:28. The board consented out of executive session at 9:35.

19. ***Adjourn***
The meeting was adjourned at 9:35.

Minutes submitted by Donna Griffiths

2026.01.26

Next Steps Meeting – TOJ Commercial Buyouts and Brownfields Assessments

John Sutherland, Scott Meyer (Town of Johnson), Monica Ladago (DEC SMS), Sage Franz, Matt Hand (VEM), Tori Hellwig, Seth Jensen, Melissa Manka (LCPC)

- **Introductions**
- **Recap on Commercial Property Buyouts & Brownfields Assessments**
  - Phase 1 ESAs recommended for completion by VT DEC prior to acquisition through FEMA buyout process
  - Phase 1s completed for all properties. Copies of reports were provided.
    - No Recognized Environmental Conditions (RECs) identified at the Union Bank Property, just Business Environmental Risks (BERs).
      - Town needs to indicate whether to move forward to VEM (via email).
    - RECs identified at Johnson Health Center and Sterling Market.
  - Phase 1s must be "current" at time of closing. Only good for 180 days so will need to be updated.
  - VEM confirmed that Phase 2s not included in BCAs (since not recommended by FEMA)
- **Sterling Market & Health Center Properties**
  - Phase II ESAs recommended by consultants in Phase I report and DEC.
  - Grant funding available for Phase IIs through LCPC.
  - Sterling Market
    - USTs and hydraulic lifts need to be removed
      - Lift will be removed/disposed – per Sage will not be an issue for FEMA (not considered "salvage")
    - Hydraulic baler / fluid also has potential for PCBs
    - BERs – will be taken care of through buyout process with demo
    - Located in mapped urban background area – soils in these areas when excavated more likely to have PAHs, arsenic, others – can affect soil management
  - Health Center
    - Town interest in floodplain restoration, may remove soils to re establish wetland and riparian habitat
    - PFAS potential with FD use of AFFF foam
    - PCB potential from past utility garage on site that burned? Can PCBs be assessed in Phase II?

- Union Bank
  - If Phase II not recommended – can categorization of soil be paid for by state grant funding?
    - Knowing which disposal option is available is important for the Town to understand for soil management & floodplain restoration.
    - Would need to manage in one of these locations - mapped UBA mapped area; in designated facility; categorically approved area; or permitted facility for town to accept all these soils
  - If no RECs identified – does not meet definition of brownfield and can't enroll in BRELLA.
- BRELLA Enrollment
  - Town will need to decide whether to enroll in BRELLA.
    - Benefit of this program - After all site characterization and clean up – town end up with COC and liability protection
  - LCPC Brownfields Committee can review requests for this use of LCPC grant funds
  - BRELLA pre-application meeting with Monica.
- **Next Steps**
  - Feb 2 Johnson Selectboard meeting
  - Town indicate in writing to VEM whether to proceed with closing at:
    - Union Bank Property
    - Health Center
  - Phase I updates needed for Union Bank and Health Center prior to closing – include title search provided by VEM
    - Union Bank (198 Lower Main – forwarded from VEM)
    - Health Center (221 will be started soon)
  - LCPC has funding available to support Phase II assessment for Health Center as recommended in Phase I Report. Share Phase II proposal with Monica to review.
  - LCPC can support BRELLA enrollment for Town with Health Center and Sterling
    - Pre-application meeting with Monica
    - Submit draft application - $500 application fee not required with draft
    - Phase II work completed – could determine BRELLA enrollment after these results
    - Application fee eligible for request with LCPC Brownfields Committee
    - Will all need to be enrolled separately (assc. With specific property)

MEMORANDUM

TO: **Selectboard**

FROM: **Carl Rogers, Interim CEDS**

DATE: **January 29, 2026**

RE: **Lease Agreement**

The state (via AOT) owns a 66' wide right of way (r.o.w.) for the Lamoille Valley Rail Trail. The trail is a "banked" rail line, meaning it could be re-established as an active railroad at some point in the future—albeit very unlikely. Per AOT policy/procedure a lease of the r.o.w. space must start at least 15' away from the r.o.w. centerline. Johnson's proposed lease area is 16' x 105' as agreed to by Doug Molde and Jackie Cassino of AOT's Rail Trail Office when they met on-site last fall. The leased area (referred to as Demised Premises in the agreement) is part of the mowed area between the Welcome Center and the rail trail. The leased area is shown on an aerial photo towards the end of the attached Lease Agreement. The lease is needed because the Town has amenities (bike rack and soon to come kiosk) in the r.o.w.

A few agreement highlights:

1. There is no rental fee.
2. The term is five years, with four 5-year extensions possible.
3. The document states the agreement will be filed in the Town's land records. The state will pay the recording fee but requires the Town to reimburse the estimated $240.00 fee.
4. Keeping up with the insurance requirements will be the most onerous Town responsibility. The Town will have to confirm its various insurance policies satisfy the agreement requirements, and the Town will have to submit evidence (certificate of insurance) each year. VLCT PACIF has been good about helping members meet state insurance requirements.

Doug Molde reviewed the agreement. He and I agree that this one master agreement for all approach AOT is using is not ideal. AOT is unwilling to edit the agreement to Johnson's specific case. The state just lined out sections such as the rental fee it did not want to apply to Johnson, but some language in other sections become unnecessary. AOT did not want to make those edits.

Jackie Cassino gave acceptable answers to Doug's and my questions. Doug supports approval of this less-than-ideal agreement because it is necessary and because it is not the terms and conditions that are not ideal. He knows the Rail Trail Office has treated the Town fairly so far.

Please vote to approve a motion approving the Rail Trail Lease Agreement between the state Agency of Transportation and the Town, LVRT V50/57 and authorize ... (your choice) to sign it.

LEASE
BETWEEN
THE STATE OF VERMONT,
AGENCY OF TRANSPORTATION,
AND
TOWN OF JOHNSON

THIS LEASE, made and entered into on this _____ day of ____________________, 2025, by and between the **STATE OF VERMONT**, a sovereign state, acting through its Agency of Transportation, with its principal office at 219 North Main Street, Barre, Vermont 05641, (the "LANDLORD"), and **TOWN OF JOHNSON**, with its principal address at 293 Lower Main West, P.O. Box 383 Johnson, Vermont 05656, (the "TENANT");

WHEREAS, the LANDLORD is the owner of a line of railroad ("the Line") extending from St. Johnsbury to Swanton, Vermont; and

WHEREAS, the Line is rail banked and is to be used for interim trail use, in accordance with authorization from the federal Surface Transportation Board in Lamoille Valley R.R. Co. – Abandonment and Discontinuance of Trackage Rights Exemption – In Caledonia, Washington, Orleans, Lamoille and Franklin Counties, VT, STB Docket No. AB-444 (Sub-No. 1X) (served Feb. 13, 2004);

WHEREAS, the TENANT has requested a long-term lease of certain land, more fully described below;

NOW, THEREFORE, the parties agree as follows:

Article I – The Demised Premises

1.1. Description. The LANDLORD hereby leases to the TENANT the following described premises (the "Demised Premises") in "as is" condition:

> Being a defined area on the LANDLORD's land in the Town of Johnson, County of Lamoille and State of Vermont. The defined area consists of the red hatched shape of 105' x 16' on the attached map created by the LANDLORD, which is placed on railroad milepost 56.18.

In aid of the foregoing description, reference also may be had to a certain valuation map, prepared in accordance with standards prescribed by the former Interstate Commerce Commission, and entitled in part:

RIGHT-OF-WAY AND TRACK MAP
THE ST. JOHNSBURY AND LAKE CHAMPLAIN R.R. CO.
Operated by
THE ST. JOHNSBURY AND LAKE CHAMPLAIN R.R. CO.

Station 2134 + 0 to Station 2186 + 80
Scale 1" = 100'   Dated June 30, 1916

which is numbered V50/57.

1.2. Use. The Demised Premises are let and are to be used for the following purposes only:

The Town of Johnson will be using the leased area for purposes associated with the Johnson Welcome Center with the installation of amenities such as a kiosk, picnic table and bike racks.

Article II – Beginning and Expiration

2.1. Term. The term of this Lease (the "Term") shall commence on the date that both LANDLORD and TENANT execute this Lease (the "Commencement Date") and extend for a term of five (5) years from the Commencement Date, unless the term shall sooner be terminated or extended under the provisions of this Lease.

Article III – Rentals and Fees

~~**3.1. Annual Rent.** In addition to the document preparation fee, TENANT shall pay to the LANDLORD annual rent in advance. During the first five (5) year period of this Lease, the annual rent shall be \$0.073/ft² x 2,373 ft² = \$173.23, One hundred Seventy-three and 23/100 Dollars, or the minimum annual fee of \$200.00, Two-hundred and 00/100 Dollars. The annual rental rate for this first five (5) year period was established in exchange for all required maintenance responsibilities by the TENANT as described in article V of this Agreement. The LANDLORD has the option to adjust the annual rent at the end of each succeeding five (5) year period, as established by appraisal, or to reflect any increase in the Consumer Price Index for All Urban Consumers (CPI-U) over the previous five (5) years and that rate shall be used each year for the next five (5) year period. For the purpose of this Lease, the CPI-U is 264.877 (based on the United State Department of Labor Statistics for March, 2021).~~

~~**3.2. Due Date.** Annual rental payments shall be due and payable on or before each anniversary date of this Lease of the initial term and any renewals thereof. The initial rental payment shall be due and payable prior to execution of this Lease by LANDLORD.~~

~~**3.3. Payment of Annual Rent.** The annual rental check to the LANDLORD shall be made payable to "Treasurer, State of Vermont". Payment shall be mailed to:~~

~~Vermont Agency of Transportation~~
~~Financial Services-Accounts Receivable~~
~~219 North Main Street~~
~~Barre, Vermont 05641~~

~~or as otherwise directed in writing by LANDLORD.~~

~~**3.4. Interest on Past Due Rent.** In the event of past due rent, the LANDLORD may assess interest on the overdue amount in accordance with the maximum legal rate of interest.~~

3.5. Payment of Utility Charges, Taxes, Etc. As further consideration for this Lease, the TENANT covenants and agrees to pay all charges for electricity, water, and other utilities and all taxes, duties and assessments, which may during the term of this Lease be charged, assessed or imposed upon the Demised Premises, and upon any and all buildings, structures, betterments or other improvements upon or to be placed upon the Demised Premises by the TENANT. If the Demised Premises are not taxed separately but as a part of a larger tract or parcel, then the TENANT shall pay a reasonable and equitable portion, as fixed and determined by the LANDLORD, of the taxes upon the whole part or parcel.

~~**3.6. Document Preparation Fee.** Prior to execution of this Lease by the LANDLORD, the TENANT will pay LANDLORD the onetime non-refundable sum of $300.00, representing a portion of the cost of preparation of this document.~~

Article IV – Renewal; Holding Over

4.1. Renewal. This Lease, at the option of the TENANT, may be renewed or extended for four (4) additional terms of five (5) years each, and not to exceed total of twenty-five (25) years, subject to all the terms and conditions of this Lease, provided that notice of intent to renew for each such renewal term is given in writing to LANDLORD at least ninety (90) days before expiration of the current term of this Lease.

4.2. Holding Over. Should the TENANT, with the LANDLORD's consent, continue to occupy the Demised Premises after the expiration of the initial term or any renewal or extension period, then this Lease shall be considered as renewed and shall continue in effect from year to year, subject, however, to termination as provided in this Lease, upon the same term and conditions as contained in this Lease.

Article V – Maintenance

5.1. General TENANT Responsibilities. TENANT shall be responsible to perform, at their own expense, all required maintenance of the Demised Premises and will keep each and every part of the Demised Premises in a safe, clean and desirable condition at all times during the term of this Lease.

5.2. Refuse and Snow Removal. TENANT shall be responsible for all refuse and snow removal.

5.3. Avoidance of Interference with Trail Use. TENANT shall take all measures reasonably required by the LANDLORD to prevent soil, debris, or any other obstructions from entering on or near the trail bed, drainage ditches, or culverts.

5.4. Fencing. LANDLORD may require TENANT, at its sole cost and expense, to install and maintain fences between the Demised Premises and the remaining portions of the LANDLORD's property, all to the reasonable satisfaction of the LANDLORD.

Article VI – Construction and Use

6.1. Compliance with Laws, Rules, Regulations, Etc. The TENANT, at its sole cost and expense, will comply with and obey all laws, rules, regulations, ordinances, and requirements of federal, state, and municipal authorities and their various agencies and departments, insofar as applicable to the Demised Premises or the use of the Demised Premises.

6.2. Non-interference with Trail Use. The TENANT will occupy and use the Demised Premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the trail or any of its appurtenant structures or facilities.

6.3. Tenant Responsibility for Costs. The TENANT shall be responsible for any costs resulting from the preparation, improvement, and use of the Demised Premises.

6.4. Approval of Proposed Construction and Renovation. The TENANT shall not begin any construction or renovation on the Demised Premises without the prior written approval of the LANDLORD. Any request for such approval shall include the proposed location, design, materials, intended utilization, and other specifications.

6.5. Responsibility for Obtaining Permits. Before beginning any construction, the TENANT shall obtain all necessary state and municipal permits (Act 250, zoning, etc.).

Article VII – Assignment and Subletting

7.1. Assignment by TENANT. The TENANT shall not assign this Lease, sublet or mortgage the Demised Premises or any structures now or hereafter placed on the Demised Premises, without the prior written consent of the LANDLORD. Consent to assign, sublet, mortgage or encumber the whole or any part of the Demised Premises shall not be deemed as waiving this restriction as to any other portion or giving assent to any other subletting, assignment or encumbrance. The TENANT further covenants and agrees that the Demised Premises shall be used only for the purposes specified in this Agreement.

7.2. Changes in Control. If the TENANT is a closely-held corporation, then any proposed sale of controlling stock interest or other transaction involving control of the TENANT shall be subject to review by the LANDLORD as if such proposed transaction were an assignment.

7.3. Assignment by LANDLORD. In the event of a change of ownership during the term of this Lease, or any renewal or extension of this Lease, the LANDLORD's sole responsibility shall be to notify the TENANT that the ownership of the property has been transferred, providing the full name, address and taxpayer identification number of the person to whom future rental payments should be directed.

Article VIII – Indemnity and Public Liability Agreement

8.1. Responsibility for Risk and Liabilities Arising from TENANT's Occupancy and Use of the Demised Premises. TENANT acknowledges that its proposed use or occupancy of the Demised Premises is being requested for the advantage of the TENANT and does not involve the LANDLORD's performance of any duties to the public. TENANT further acknowledges that its proposed use or occupancy may expose the LANDLORD to additional liability to which they would not otherwise be exposed. Accordingly, TENANT hereby agrees that the LANDLORD shall be fully protected and kept free of all avoidable interference and LANDLORD will not incur any costs or liabilities whatsoever as a result of its granting the use of the Demised Premises described herein or the presence of any obstacle or obstruction resulting from TENANT's use or occupancy.

8.2. Independence, Liability. The TENANT will act in an independent capacity and not as officers or employees of the LANDLORD.

The TENANT shall defend the LANDLORD and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the TENANT or of any agent of the TENANT. The LANDLORD shall notify the TENANT in the event of any such claim or suit, and the TENANT shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the TENANT may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The TENANT shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the TENANT.

The TENANT shall indemnify the LANDLORD and its officers and employees in the event that the LANDLORD, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the TENANT.

8.3. Insurance. Before exercising any rights under this Agreement the TENANT must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the TENANT to maintain current certificates of insurance on file with the LANDLORD through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the TENANT for the TENANT's operations. These are solely minimums that have been established to protect the interests of the LANDLORD.

Workers Compensation: With respect to all operations performed, the TENANT shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the TENANT 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 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$50,000 Fire/ Legal/Liability

TENANT shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The TENANT 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: $1,000,000 combined single limit.

TENANT shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8.4. Increases in Required Insurance. The LANDLORD reserves the right, upon thirty (30) days' written notice, to require reasonable increases in the foregoing required insurance.

8.5. Evidence of Insurance. The insurance required in Paragraph 8.3 above shall be placed with a reputable insurance company authorized to do business in the State of Vermont. Evidence of insurance shall be delivered to the LANDLORD prior to any construction. The policy(ies) shall name *State of Vermont* and *Town of Johnson* as insured's as their respective interests may appear. These insurance amounts shall not be deemed as limiting TENANT's obligation to indemnify, defend, and save harmless LANDLORD as provided in this Lease.

8.6. Self-Insurance. If TENANT is or intends to become a self-insurer, it shall so notify LANDLORD. If not reasonably satisfied that TENANT is able to cover the risks assumed, LANDLORD may so notify TENANT, in which event TENANT shall immediately obtain coverage from a licensed insurer, as described above in Paragraph 8.3.

Article IX – Termination

9.1. Termination for Cause; Right of Re-entry. If the rent above reserved, or any part thereof, shall be unpaid on any day of payment, or if default shall be made in any of the covenants or agreements herein contained, on the part of the TENANT, or if the Demised Premises shall become vacant, or if the TENANT shall be declared bankrupt or insolvent according to law, or if a receiver be appointed of the property of the TENANT, then the LANDLORD shall in any such event, in addition to any action it may have in law or equity to recover damages by reason of breach of the provisions of this Lease, have the right to serve upon the TENANT a ten (10) days' written notice terminating this Lease and the term thereof. Ten (10) days after service of said notice, this Lease and the term thereof shall terminate. In the event the TENANT shall fail or neglect to remove from said premises upon the date fixed in said notice, the LANDLORD shall have the right to remove the TENANT by summary proceedings as for a holding over after the expiration of the term of said Lease, or without giving such notice may, as provided in paragraph 9.2 in this Lease, re-enter and take possession of the Demised Premises either by force or otherwise without being liable to prosecution or damages therefore. In the event of such a re-entry, all buildings, structures and materials erected or placed upon the Demised Premises shall thereupon be and become the property of the LANDLORD, and/or may be removed and/or demolished by the LANDLORD at the sole cost and expense of the TENANT. The TENANT hereby covenants and agrees to pay to the LANDLORD, upon demand, the entire cost of such removal and/or demolition.

9.2. Termination without Cause. The LANDLORD reserves the right to terminate this Lease and the term thereof at any time upon giving thirty (30) days' notice in writing to the TENANT of its intent to terminate. If LANDLORD gives such notice, this Lease and its term shall end at the expiration of thirty (30) days from the day when such notice is given. Thereafter the LANDLORD may re-enter upon and take possession of the Demised Premises and every part thereof, without being liable to prosecution or damages therefore, and shall have and enjoy the Demised Premises as of its former estate, free, clear and discharged of this Lease and of all rights of the TENANT hereunder.

~~**9.3. Refund of Prepaid Rent.** It is understood and agreed by and between the parties hereto that in the event of the termination of this Lease by the LANDLORD for any cause other than default or failure to comply with the terms of this Lease by TENANT, if the rent shall have been paid by the TENANT in advance to a day subsequent to the date of such termination of this Lease then the LANDLORD within thirty (30) days after demand therefore by the TENANT, may and shall refund and repay to the TENANT, and the TENANT shall receive and accept as full payment for all loss, damages and demands occasioned by such termination of this Lease, the apportioned amount of the rent so paid by the TENANT in advance for that portion of the term so avoided.~~

9.4. Removal of TENANT-owned Improvements. It is understood and agreed by and between the parties hereto that if the TENANT shall have paid the rent as provided in this Agreement in full and without default, and shall have faithfully kept and performed every and all the terms and conditions herein by the TENANT to be kept and performed and not otherwise, the TENANT may within thirty (30) days after the expiration or other termination of this Lease remove all buildings, structures and material erected or placed by the TENANT upon the Demised Premises during the term of this Lease, rent being paid during such time upon the same terms as herein stated, provided that the Demised Premises are left in as good condition as they were in before such buildings and structures were erected thereon. All buildings, structures, improvements, and other property erected or placed by the TENANT upon the premises which are not so removed shall thereupon be and become the property of the LANDLORD and/or may be removed or demolished by the LANDLORD at the sole cost and expense of the TENANT. The TENANT hereby covenants and agrees to pay to the LANDLORD, upon demand, the entire cost of such removal or demolition.

9.5. Condition of Demised Premises upon Expiration or Termination. The TENANT covenants and agrees to surrender the premises hereby demised at the expiration of the term or at any time when this Lease shall be terminated as provided in this Agreement, in good order and condition satisfactory to the LANDLORD.

~~**9.6. Acceleration of Rent.** In case the TENANT without the written consent of the LANDLORD vacates the Demised Premises before the expiration of the original term or any renewal thereof, the full rental for the current term shall then and thereupon become at once due and payable.~~

9.7. Surrender of Lease. The TENANT may surrender this Lease at the end of the original term or any renewal thereof, and at the same date in any following year of a holdover tenancy from year-to-year, by giving written notice to the LANDLORD of intent to surrender at least thirty (30) days before the proposed date of surrender. TENANT agrees that if TENANT fails to give such notice, then possession shall be deemed to continue until this Lease is terminated by the LANDLORD as provided in this Agreement.

9.8. Attorney's Fees. In case the STATE shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement, or condition contained in this Agreement, the TENANT shall pay to the STATE reasonable attorney's fees in addition to the amount of judgment and costs, in the event TENANT is found against.

9.9. Delinquent Taxes. This Lease shall automatically end if the TENANT becomes delinquent in the payment of any property taxes assessed on the Demised Premises or on any TENANT-owned improvements located on the Demised Premises.

Article X – Tax Certification

10.1. Tax Compliance. As required by Vermont law (32 V.S.A. § 3113), TENANT hereby certifies, under the pains and penalties of perjury, that it 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 as of the date of this Agreement. Notwithstanding any other provision of this Agreement, the LANDLORD reserves the right to deny any renewal, extension, consent, or permission under this Agreement unless TENANT and any proposed assignee first provide the STATE with written certification of tax compliance.

Article XI – Waiver

11.1. Waiver. Any waiver at any time by any party hereto of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall be deemed to be a waiver of such right.

Article XII – Hazardous Materials; Environmental Reports

12.1. Compliance with Cleanup Laws. The TENANT, at its own expense, shall comply with all present and hereinafter enacted environmental/cleanup responsibility laws ("Cleanup Laws") affecting the TENANT's occupancy of the Demised Premises. The TENANT, at its own expense, shall make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authorities (the "Authorities") under the Cleanup Laws. Should the Authority(ies) determine that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes on the Demised Premises during the term of this Lease, then TENANT, at its own expense, shall prepare and submit the required plans and financial assurances and carry out the approved plans.

12.2. TENANT Responsibilities. The TENANT's obligations under this Article shall arise if there is any closing, terminating or transferring of operations of TENANT's establishment pursuant to the Cleanup Laws. At no expense to the LANDLORD, the TENANT shall promptly provide all information requested by the LANDLORD to determine the applicability of the Cleanup Laws to the Demised Premises, and shall sign the affidavits or submissions promptly when requested to do so by the LANDLORD.

12.3. Defense and Indemnification. The TENANT shall indemnify, defend and hold harmless the LANDLORD from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes on the Demised Premises arising out of TENANT's operations during the term of this Lease; and from all fines, suits, procedures, claims and actions of any kind arising out of the TENANT's failure to provide all information, make all submissions and take all steps required by the Authority(ies) under the Cleanup Laws or any other environmental laws.

12.4. Notification to LANDLORD. The TENANT shall promptly supply the LANDLORD with any notices, correspondence and submissions made by the TENANT to any Authority(ies), including the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration ("OSHA"), or any other local, state or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances.

12.5. Survival of TENANT Obligations. The TENANT's obligations and liabilities under this Article shall continue so long as the LANDLORD remains responsible for any spills or discharges of hazardous substances or wastes on the Demised Premises that occur during the term of this Lease.

12.6. Responsibility of Historic Contamination. Nothing in this Agreement shall obligate the TENANT to assume responsibility for any hazardous substances or wastes on the Demised Premises which pre-date the TENANT's operations on the Demised Premises.

Article XIII – Storage, Handling and Transportation of Hazardous Materials and Wastes

13.1. TENANT's Obligations. The TENANT shall comply with all present and hereinafter enacted federal, state and local laws, ordinances, rules and regulations dealing with the storage, handling and transportation of hazardous substances and wastes. Without limitation of the foregoing, the TENANT's attention is directed to Titles 40 and 49 of the Code of Federal Regulations (storage and handling of hazardous materials) and the applicable laws and regulations of federal and state departments and agencies dealing with agriculture, public utility regulation, labor and industry, environment and natural resources, public health, safety, health, emergency management, and forests, parks and recreation, as well as any other department or agency concerned with hazardous substances or wastes.

Article XIV – Child Support

14.1. Child Support. (Applicable if TENANT is a natural person.) TENANT states that, as of the date this Agreement is signed, he/she either (a) is not under any obligation to pay child support, (b) is under such an obligation and is in good standing with respect to that obligation, or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

TENANT makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if TENANT is a resident of Vermont, TENANT makes this statement with regard to any and all children residing in any other state or territory of the United States.

Article XV – Miscellaneous

15.1. Acknowledgement of LANDLORD's Title. The TENANT hereby acknowledges the title of the LANDLORD in and to the Demised Premises described in this Agreement and agrees never to assail or resist said title.

15.2. Sale of Alcoholic Beverages. The TENANT covenants and agrees not to sell or permit the sale of any beer, ale, wine or other spirituous liquor, of any kind whatsoever, upon or about the Demised Premises.

15.3. Avoidance of Entry on LANDLORD's Remaining Property. The TENANT will take all measures reasonably required by the LANDLORD to prevent persons from entering on or near the LANDLORD's remaining property excepting as may be allowed herein by TENANT's use of the Demised Premises.

15.4. Right of Entry. The LANDLORD and its designees shall have the right of entry at any time during reasonable working hours for the purpose of inspection of the Demised Premises, as well as for the purpose of trail rehabilitation and maintenance adjacent to the Demised Premises.

15.5. Original Term; Renewal Terms. All references herein to the term of this Lease shall mean the original term and any extension or renewals thereof.

15.6. Topic Headings. The topic headings of the articles, sections or paragraphs in this Agreement are for convenience and reference purposes only and are not to be considered or relied upon for purposes of the content of such articles, sections or paragraphs.

15.7. Entire Agreement. This Lease with the terms and provisions contained herein constitutes the entire agreement between the parties and supersedes and replaces all other agreements and representations in connection with leasing the premises herein described. This Lease may only be modified or amended by a writing which states that it modifies or amends this Lease and which is signed by all parties.

15.8. Compliance with Law. This Agreement pertains only to the former railroad properties owned by the State of Vermont and administered by its Agency of Transportation and does not release TENANT from the requirements of any otherwise applicable statutes, rules, regulations or ordinances (*e.g.*, Act 250, local zoning, etc.).

No tenant, subtenant, partner, affiliate, employee or officer of the TENANT shall utilize or employ the Demised Premises or any rights or privileges acquired under the terms of the Lease, or knowingly allow such utilization or employment, in a manner which would constitute a violation of criminal law, whether state or federal.

15.9. Notice. Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the following addresses or at such other address as may hereafter be designated by notice:

(a)	As to LANDLORD:	Vermont Agency of Transportation Policy, Planning & Intermodal Development Rail & Aviation Bureau 219 North Main Street Barre, Vermont 05641
	With copy to:	Vermont Agency of Transportation Assistant Attorney General 219 North Main Street Barre, Vermont 05641
(b)	As to TENANT:	Town of Johnson 293 Lower Main West P.O. Box 383 Johnson, Vermont 05656

15.10. Prior Negotiations, Etc. No statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of the State of Vermont or the Vermont Agency of Transportation shall be binding on, or of any effect against, the State of Vermont or the Vermont Agency of Transportation.

15.11. Successors and Assigns. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the successors, executors, administrators and assigns of the parties hereto respectively provided, however, that this Lease shall not be assigned by the TENANT without the prior written consent of the LANDLORD, as provided in this Agreement.

15.12. ADA Compliance. The TENANT agrees to comply with the Americans with Disabilities Act of 1990 and to assure that individuals with disabilities have equitable access to the services, programs and activities offered by the TENANT under this Lease.

15.13 Recording. STATE, at TENANT's expense, may elect to record a memorandum of this Agreement in the town land records and, as soon as the recording data become available, will notify TENANT as to the book, page and date received for record. TENANT, at the time of execution of this Agreement, will provide the STATE with a check made payable to "*Town Clerk, Town of Johnson*", in the amount of $240.00 (16 pages @ $15.00) for the estimated cost of recording and will be responsible for reimbursing STATE for any additional recording fees that may be charged.

IN WITNESS WHEREOF, the **STATE OF VERMONT** has caused this instrument to be subscribed, this _____ day of ____________________, 20_____, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
("STATE")

By:______________________________
Joe Flynn, Its Secretary of Transportation
and Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Barre City, this _____ day of ____________________, 20_____, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him as Secretary of Transportation and duly authorized agent of the **STATE OF VERMONT** subscribed, to be his free act and deed and the free act and deed of the **STATE OF VERMONT**.

Before me,

____
Signature of Notary Public

____
Type or print name of Notary Public

Commission No. ______________________
(My commission expires _____/_____/_____)

APPROVED AS TO FORM:

DATED: 12/10/2025

DocuSigned by:
Trini Brassard
153C27DB3B8A4AB...

Trini Brassard, Deputy Director
VTrans Policy, Planning and Intermodal
Development Division

IN WITNESS WHEREOF, TOWN OF JOHNSON has caused this instrument to be subscribed this _____ day of ____________________, 20_____, by __________________, its ____________________ and duly authorized agent.

TOWN OF JOHNSON
("TENANT")

By:______________________________

Its ______________________________
and Duly Authorized Agent

STATE OF VERMONT)
LAMOILLE COUNTY, ss.)

At Johnson this _____ day of ____________________, 20_____, personally appeared ____________________ and acknowledged the foregoing instrument, by him/her as ____________________ and duly authorized agent of **TOWN OF JOHNSON** subscribed, to be his/her free act and deed and the free act and deed of **TOWN OF JOHNSON**.

Before me,

____
Signature of Notary Public

____
Type or print name of Notary Public

Commission No. ____________________
(My commission expires _____/_____/_____)


16'
105'
0.5A
Railroad St
Railroad St
Railroad St
Talc Mine Rd

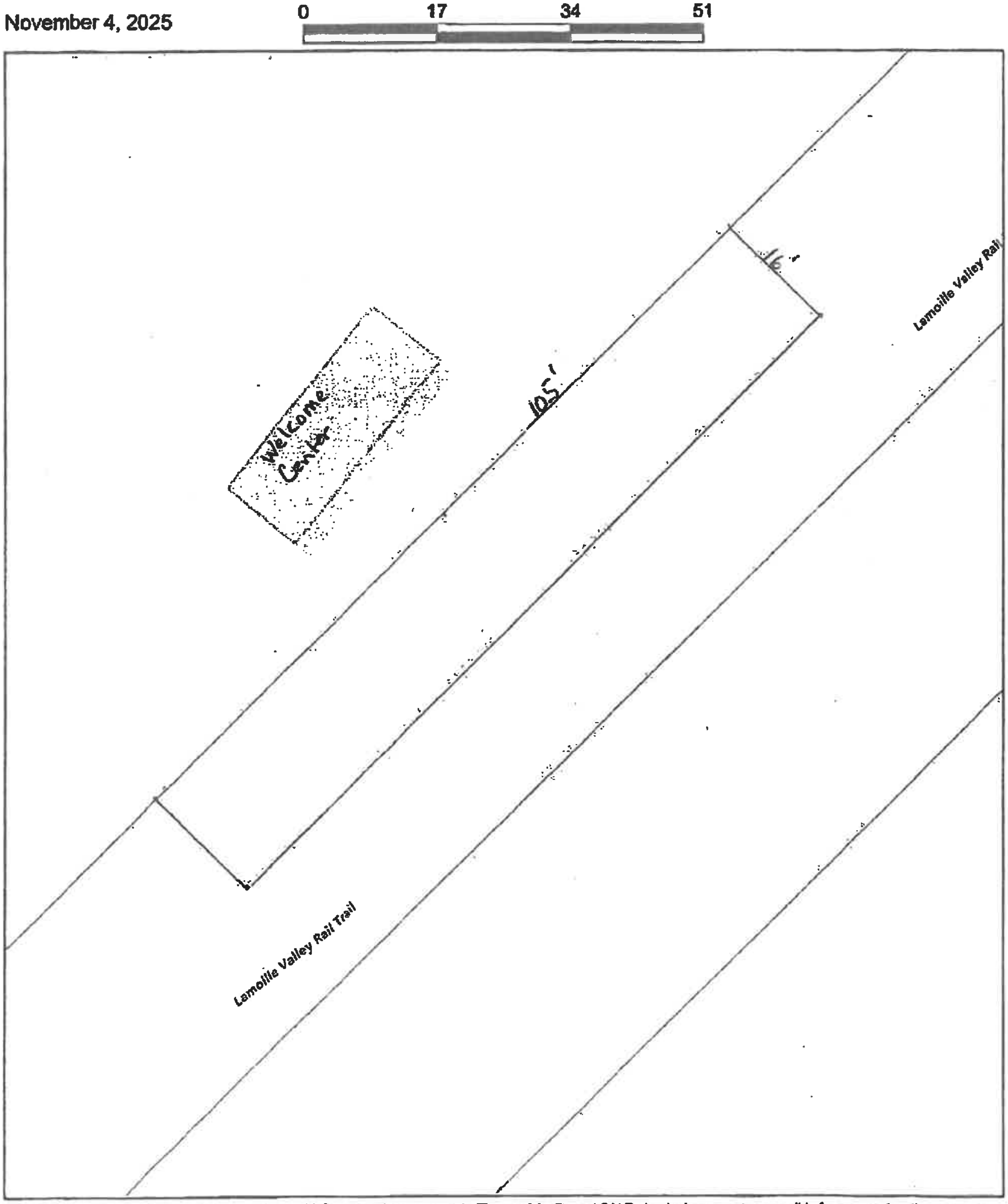
Docusign Envelope ID: 61D71295-D3B2-4B64-BB99-D42EE5D6C64C

Town of Johnson, VT

1 inch = 17 Feet

www.cai-tech.com

November 4, 2025



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

docusign

Certificate Of Completion

Envelope Id: 61D71295-D3B2-4B64-BB99-D42EE5D6C64C		Status: Completed
Subject: Complete with Docusign: Town of Johnson LVRT.pdf		
Source Envelope:		
Document Pages: 16	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	McCaffrey, Amy
AutoNav: Enabled		One National Life Drive - Dewey Building
EnvelopeId Stamping: Enabled		Montpelier, VT 05620-2001
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Amy.McCaffrey@vermont.gov
		IP Address: 170.222.128.10

Record Tracking

Status: Original 12/10/2025 9:22:57 AM	Holder: McCaffrey, Amy Amy.McCaffrey@vermont.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: AOT - Agency of Transportation - AOT40	Location: Docusign

Signer Events	Signature	Timestamp
Trini Brassard Trini.Brassard@vermont.gov AOT PPAID Assistant Director Security Level: Email, Account Authentication (None)	DocuSigned by: Trini Brassard 153C27DB3B8A4AB... Signature Adoption: Pre-selected Style Using IP Address: 2601:181:8201:6c70:c89b:4aba:f9bb:cbe	Sent: 12/10/2025 9:24:29 AM Viewed: 12/10/2025 9:42:01 AM Signed: 12/10/2025 9:46:30 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

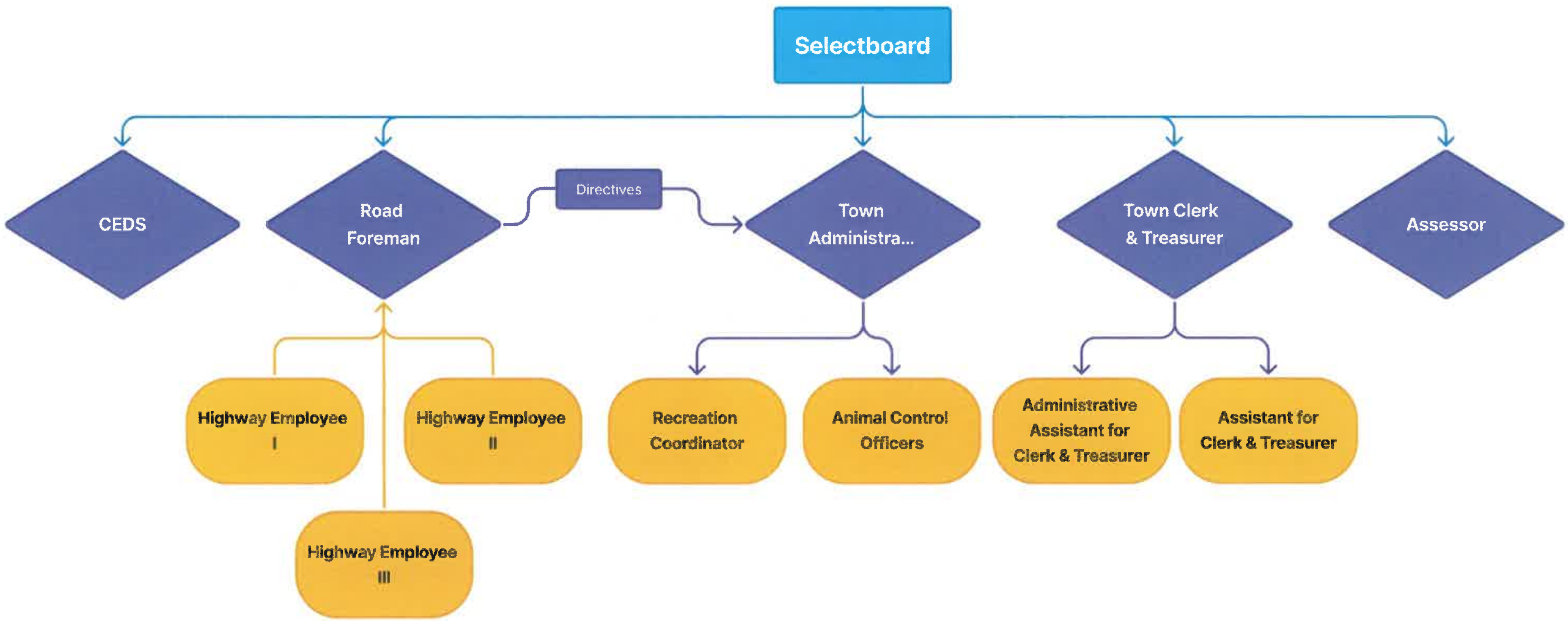
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

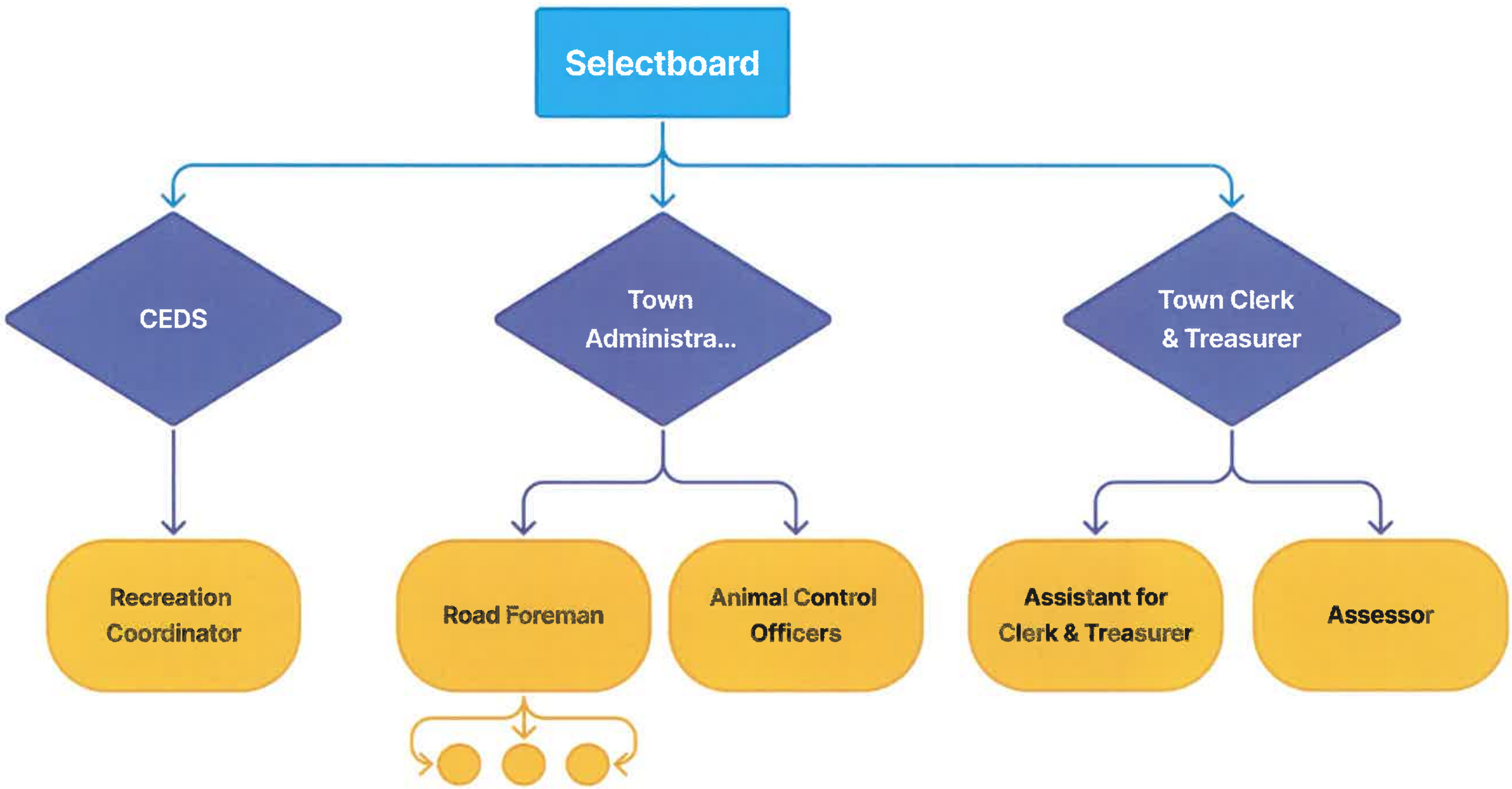
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2025 9:24:29 AM
Certified Delivered	Security Checked	12/10/2025 9:42:01 AM
Signing Complete	Security Checked	12/10/2025 9:46:30 AM
Completed	Security Checked	12/10/2025 9:46:30 AM

Payment Events	Status	Timestamps

Current Employee Flow Chart

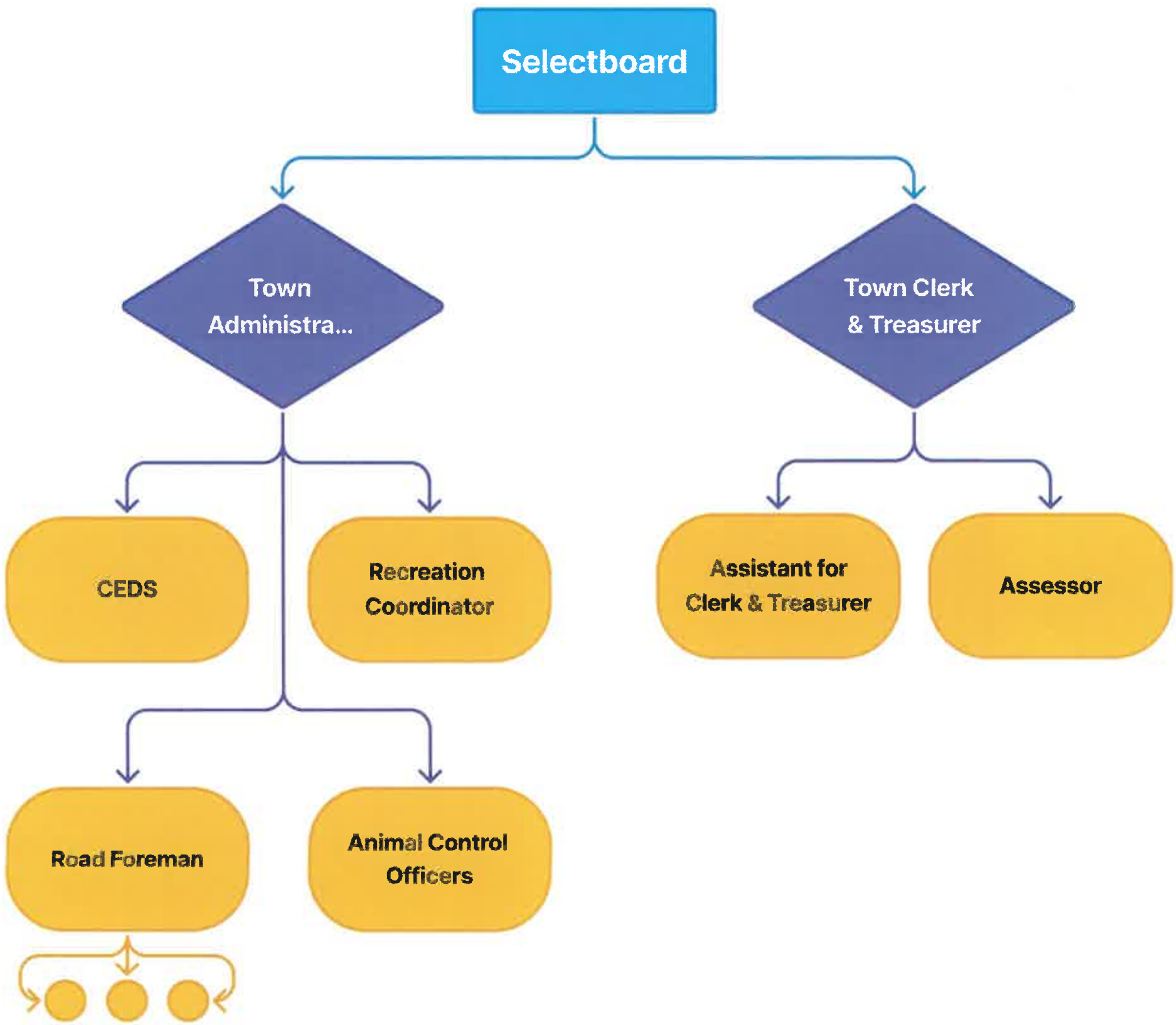


Option 1

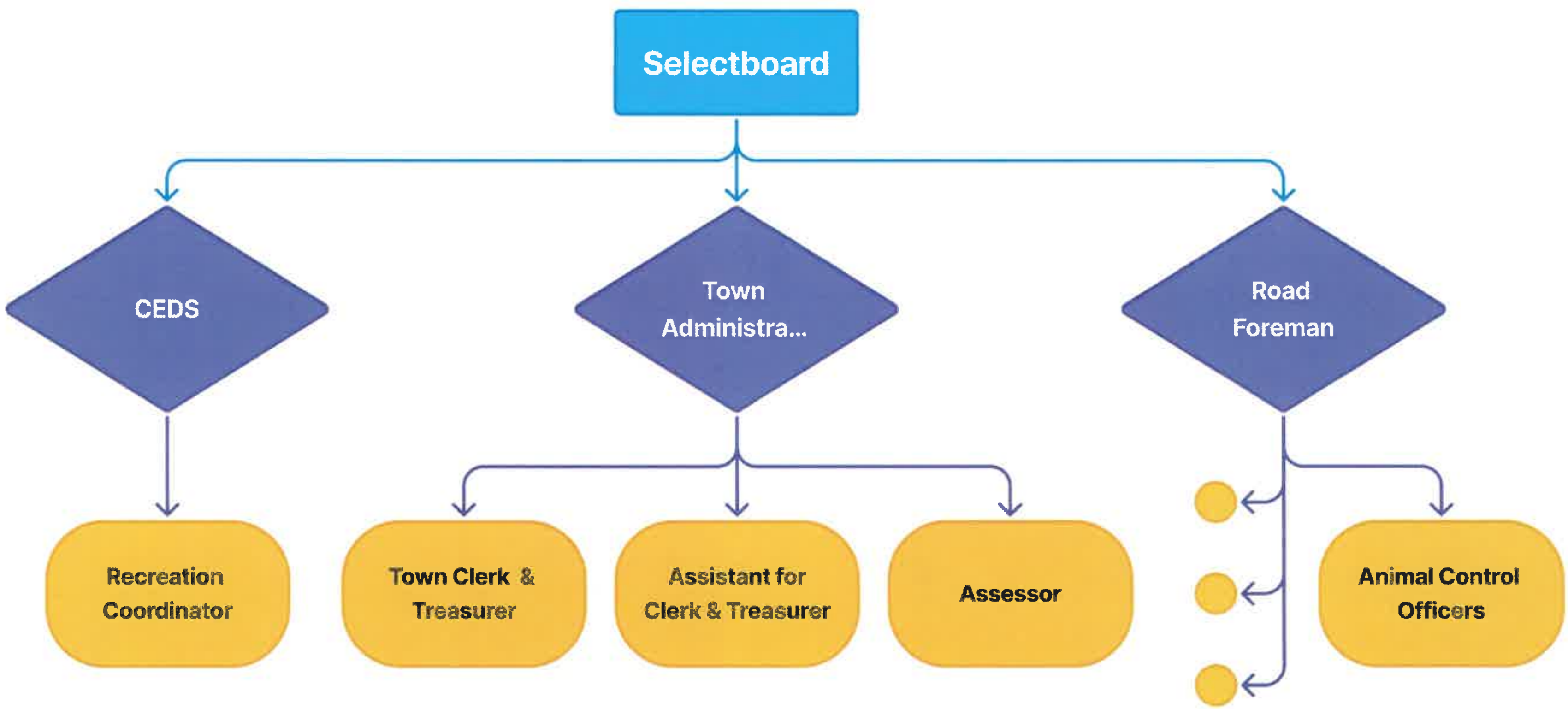


Selectboard
CEDS
Town
Administra...
Town Clerk
& Treasurer
Recreation
Coordinator
Road Foreman
Animal Control
Officers
Assistant for
Clerk & Treasurer
Assessor

Option 2


Selectboard
Town
Administra...
Town Clerk
& Treasurer
CEDS
Recreation
Coordinator
Assistant for
Clerk & Treasurer
Assessor
Road Foreman
Animal Control
Officers

Option 3


Selectboard
CEDS
Town
Administra...
Road
Foreman
Recreation
Coordinator
Town Clerk &
Treasurer
Assistant for
Clerk & Treasurer
Assessor
Animal Control
Officers

Strengthening Johnson's Local Revenue Base

1. Property Taxes

The backbone.

- Residential, commercial, industrial, land
- Often 60–90% of a town's general fund
- Stable, predictable, politically spicy

Sub-bucket vibes:

- Grand list growth (new housing, rehabs, infill)
- Reappraisals (does not create new money, just redistributes)

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2. State Aid & Revenue Sharing

Money that flows down from the state.

- Education funding
- Transportation aid
- General municipal aid
- PILOT payments (state-owned property compensation)

This is usually formula-based and partially out of the town's control.

3. Local Fees & Charges

Pay-for-service money.

- Permits (building, zoning, wastewater, fire inspections)
- Licenses (dogs, liquor, events)
- User fees (parking, transfer station, recreation programs)
- Utility fees (water, sewer, stormwater if enterprise-funded)

Great because they tie cost to use, but rarely huge.

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4. Enterprise Funds

Town-run services that operate like businesses.

- Water & sewer
- Electric or fiber (if municipally owned)
- Parking systems
- Solid waste

These should be self-sustaining and not rely on taxes.

5. Local Option Taxes (Where Allowed)

Optional but powerful.

- Rooms & meals
- Sales surtax
- Local gas or fuel taxes

Often voter-approved and tied to tourism or visitor use.

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6. Grants & External Funding

Project-specific money.

- Federal grants
- State grants
- ARPA-style one-time funds
- Climate, housing, transportation, broadband grants

Amazing for capital projects, terrible for ongoing operations.

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7. Economic Development Returns

Indirect but long-term.

- New businesses expanding the tax base
- Increased property values
- Workforce housing enabling growth
- Downtown revitalization effects

This is the slow burn but the most transformative.

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8. Fines, Penalties & Enforcement

Not a strategy, just a byproduct.

- Parking tickets
- Code violations
- Late fees

Never healthy to rely on, but it shows up.

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9. Asset-Based Revenue

Using what the town already owns.

- Leasing town land or buildings
- Cell towers
- Solar arrays on municipal property
- Naming rights or sponsorships (parks, events)

Quietly underrated.

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10. Donations, Endowments & Special Funds

Nice, but never guaranteed.

- Park conservancies
- One-time gifts
- Fundraising for specific facilities

Best for enhancements, not core services.