

Town of Johnson
Selectboard Meeting
Municipal Building
Monday, May 4, 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 April 20, 2026

6:50 p.m. Clerk and Treasurer's Report: warrants, licenses and any action items

7:00 p.m. Work Session

6. 6:50-7:10pm Appoint Treasurer | Discussion and Possible Vote
7. 7:10-7:20pm Appoint Town Clerk | Discussion and Possible Vote
8. 7:20-7:30pm Office Staffing Budget | Discussion and Possible Vote
9. 7:30-7:40pm Johnson Eats Fundraising | Discussion and Possible Vote
10. 7:40-7:50pm Act 181 | Discussion
11. 7:50- 8:00pm Define CEDS role in grant support for Individual Businesses and Entities | Discussion
12. 8:00-8:10pm Additional Funds for Updated Munley Contract | Review and Possible Vote
13. 8:10-8:20 pm Request to Open Industrial Park Bids outside a Selectboard Meeting. | Review and Possible Vote
14. 8:20-8:25pm Gravel Processing Bids | Review and Possible Vote
15. 8:25-8:30pm Legion Field Bids | Review and Possible Vote
16. 8:30-8:35pm Moderator Discussion | Review and Possible Vote
17. 8:35-8:45pm Library Contract | Discussion Only
18. 8:45-8:55pm Proposal to log the Gomo Lot | Discussion and Possible Vote
19. 8:55-9:00pm Emerald Ash Borer Trunk Injection Treatment | Review and Possible Vote
20. 9:00 -9:05pm Signing Authority | Review and Possible Vote
21. 9:05-9:10pm Joint Meeting with Village | Schedule and Topics
22. Old Business: Capital Budget and Plan, Joint Properties, Scribner Bridge Grants, Buyout Property Planning/Old Library location, Gravel Pit, Speed and Stop Sign Ordinance, Speeding, Discussion on creating revenue for the Town,

Executive Session 1 V.S.A. § 313 Section 1 (B) Labor Agreement Update

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
MONDAY, APRIL 20, 2026

Present: Selectboard members: Mike Dunham, Peter Hammond, Adrienne Parker, Eben Patch, Paul Warden (remote)

Others: John Sutherland, Rosemary Audibert, Carl Rogers (remote), Charlie Gallanter, Duncan Hastings, Mike Mignone, Doug Molde, Casey Romero, Howard Romero, Lois Frey, Ron Rodjenski (remote)

Note: All votes taken are unanimous unless otherwise noted.

1. Call Meeting to Order

Adrienne called the meeting to order at 6:30.

2. Consider Additions or Adjustments to the Agenda

Mike added discussion of municipal building maintenance and the website contract. It was agreed to add a CEDS report from Carl Rogers.

3. Public Comment and Public Announcement

Charlie Gallanter asked Adrienne what she does for Back 40 Builders. She said she is project manager. Charlie asked, full-time? Adrienne said yes. Charles asked when she started. Adrienne said she thinks it was last November. Charlie said she didn't disclose it until December. Adrienne said she disclosed it the first time the board talked about the library building and Back 40 Builders was involved. Charlie asked if Adrienne is project manager for the library. Adrienne said yes. She manages all projects. Charles asked, that is not a conflict? Adrienne said no, because she doesn't vote for anything regarding the library.

Charlie said on Front Porch Forum it was stated that Adrienne would recuse herself from votes regarding the award of the contract but in a letter to him Paul said Adrienne would recuse herself from all discussions and votes on the library contract. Which is it? Adrienne said she has disclosed that she works for Back 40 Builders every time a vote came up. The first time the contract was discussed and a bid was being selected she walked out of the room during the discussion. During other discussions she has tried her best not to chime in. There was a T-Mobile grant that she accidentally voted on. She has tried to be as open as possible about it. It is hard because she is personally very connected with the library project. Even before being on the board, she was very connected with the library and she has done a lot of free graphic design work for them. She is sorry that Charlie feels she hasn't disclosed enough. She will try harder.

Charlie asked why Adrienne is signing Back 40 Builders pay requests. Eben said Adrienne has been professional about everything related to that project. Even in personal conversations he has had with her, she has said she can't talk about it. She didn't vote on approving payments for the library work, but if there are pay orders that the selectboard approved and the town receives a bill, he doesn't see a problem with Adrienne signing her name. That is fulfilling what the selectboard chose.

Eben suggested that if Charlie wants to have a full discussion about this, it should be put on a future agenda. This seems like a vendetta against an individual selectboard member. He doesn't think it is appropriate to do it in this manner. Charlie said it would be fine to put it on a future agenda. *(Paul joined the meeting via Zoom at 6:36.)*

4. Selectboard Updates and/or Concerns

Adrienne said a reporter from the News & Citizen reached out to her about the old town hall. He wanted to meet with her tomorrow. If there is anyone from the selectboard interested in talking to the reporter they should let her know. A time for the meeting has not yet been set.

5. ***Consent Agenda***

The consent agenda consisted of the minutes of April 6, acceptance of the resignation of Mike Mignone from the Planning Commission and appointment of an E911 coordinator. **Peter moved to approve the consent agenda.** Eben noted that Justin Mason will be the E911 coordinator. **Eben seconded and the motion was passed.**

6. ***Clerk/Treasurer's Report: Warrants, Licenses and Any Action Items***

Rosemary said two liquor license requests have been received. One is for a one-time use permit for an event at the Vermont Studio Center art gallery on May 10 from noon to 4:00. The other is a renewal of Marsala Salsa's Class 3 liquor license. **Eben moved to approve the liquor licenses as presented, Mike seconded and the motion was passed.**

7. ***Julian Scott House Update***

Duncan said he emailed John and the selectboard to suggest that the selectboard might want to consider writing a letter to the governor about the Julian Scott house, given the Seven Days article and the movement that seems to be taking place around that. Paul asked Duncan if he would consider working on a draft of a letter. He agreed to and got help from Doug Molde, who also suggested enlisting Swanton resident Ned Spear.

The board reviewed draft letter. Eben moved to approve the letter to the governor regarding the Julian Scott house as written, with the letterhead changed to the new town letterhead, Peter seconded and the motion was passed.

Duncan said the board may want to consider who gets copies of the letter. He suggests the Lamoille County legislative delegation and perhaps the Historic Preservation director. Eben suggested leaving it up to the chair, vice chair and town administrator to decide who to copy. He also thought of Tasha Wallace of the Lamoille County Planning Commission. Doug suggested Ken Picard, who wrote the article in Seven Days.

8. ***Skate Park Follow Up***

John said he talked to Casey Romero. They felt that there was too much information to present tonight so he will put this on the next meeting agenda. We got information back from both contractors on proposed options to save money, but the project would still be running a bit of a deficit.

We need a stormwater construction permit. It is now in the comment period, which ends April 25. On April 27, if there are no comments the state will go forward with the permit. We also need a compensatory storage document signed by an engineer. Seth Jensen of LCPC recommended SLR. SLR proposed \$2,500 to do that plan.

Eben asked where the \$2,500 would come from. John said probably from the skate park reserve. Rosemary asked why it can't be added to the cost of the project and paid for with FEMA money. Paul asked, the FEMA funds are already short, correct? John said yes, about \$40,000 short. He and Casey discussed options but the information will need to be presented to the board and board members will need a chance to look at the information ahead of time. He and Casey agreed there was too much information to present on short notice and expect the board to vote on it.

Paul asked if we have gotten word back about an extension on the June 30 grant deadline because the Act 250 permit is still in process. John said he reached out to a contact person from Vermont Emergency Management who gave him contact information to send the extension request. That is ongoing. He is thinking of requesting a 90-day extension. He reached out today to Susan Baird. He

would like to get an update on when the Act 250 permit process is likely to be complete. That will give us an idea how long we need for the extension.

Peter moved to authorize paying \$2,500 to SLR to prepare a compensatory storage plan, Mike seconded and the motion was passed.

9. *Vermont Early Childhood Grant Request*

Mike Mignone said a grant application was submitted on behalf of Johnson General Store by the Department of Health. He is asking for the town to facilitate the grant if it is awarded. Eben noted that the grant application describes a Johnson Eats Committee partnership. Mike said he did not write the grant. He is not exactly sure how Johnson Eats plays into it. John said grants should go before the selectboard. Mike said he will make it clear in his next email to the grant writer that we need more notice next time and the grant application should go before the selectboard first.

John said the grant is for the Johnson General Store to purchase a point of sale system that would allow them to accept WIC cards. Paul asked, the request is for the town to be the fiscal agent for the grant? Mike Mignone said yes. There are a few more grants he is hoping to apply for as well. He would like to get a grant to pave his parking lot and potentially also a grant for air conditioning. Paul said those can be addressed at a future meeting.

Paul moved and Peter seconded that the Town of Johnson serve as fiscal agent for the Vermont Early Childhood grant described in the meeting package.

Eben said he is generally concerned about the town acting as fiscal agent for any business or special interest because of liability, but this is for allowing children to access food and we do projects with certain entities in town that have high impact. We did a public-private partnership with Vermont Electric Co-op because they are a large employer. We have done things with Jenna's Promise and the Studio Center. Mike said maybe he can find a non-profit to be fiscal agent for grants in the future. Adrienne said she understands Eben's concern but this makes sense to her because it is government related and for federal benefits.

The motion was passed

10. *Community and Economic Development Specialist Report*

Carl said we got all the required state permits for the industrial park. The last was the Act 250 permit, which just came in on April 6.

There was an on-site meeting with the tree clearing contractor on April 8. Representatives from Mumley and the Vermont Land Trust were there, along with the contractor and his staff members. The Vermont Land Trust has worked out a side agreement with the contractor so that they can get trees harvested for their project in Jericho. That doesn't affect our contract. Our expense remains unchanged. After the meeting, the contractor cut all the trees in the town's work area, and the next week they uprooted the trees for the Land Trust. All the work was done before the April 15 deadline.

An abutting landowner asked about changing the location of his driveway so access would be from the new industrial park road rather than from Route 15. Carl agreed that that would be a good idea, as did Luke Willey from Mumley. They will work on coordinating that with industrial park construction and he will get back to the board before any commitments are made.

Regarding the Recreation Economy for Rural Communities grant, the first call between the steering committee and the EPA planning assistance team will be this Thursday. This grant for a planning process is a significant opportunity for the town. It could result in great benefits to Johnson, especially to its economy. With the right marketing, businesses and offerings, the downtown area could be much busier. The big event in the process is a workshop when the planning assistance team comes here on August 28 and 29. Carl encouraged board members to talk to people who are interested in recreation and economic development and businesses that could benefit from increases in outdoor recreation visitors and encourage them to attend the workshop. Members of the general public, including non-residents, are welcome to attend.

There was a Holmes Meadow meeting last Friday. John attended it. At the meeting they discussed the final work to be done – placing logs, doing final grading and restoring the property. The meeting notes indicate Boulder Excavation might start work this week. The subcontractor, Redstart, is planning to start May 1. During the meeting they went to the gravel pit and noted that it was still too wet for any restoration work there. When it is drier, some logs will be moved around and the final grading will be done to take care of hazard concerns. A note was made during the site visit that the river access sign needs to be reinstalled. The road crew has it.

The T-Mobile Hometown Grant application for the library project was submitted on March 30. A decision is expected in late May. Carl looked into a grant from a large private grant foundation but found that they do not issue grants directly to recipients such as Johnson, only fund other programs or foundations that then make the grants. He has been checking into two other private grant foundations. He crossed one off and needs to research the other more.

Paul asked, regarding the large private grant foundation that doesn't give grants directly, is it possible to talk to LCPC and have them be the recipient? Is that the kind of agency they are looking for? Carl said no, he gets the impression they are looking for significant foundations that are giving out grants. One possibility he thought of was the Vermont Community Foundation.

Eben asked the approximate time frame for getting out the RFP for industrial park construction. Carl said there was a team meeting on April 8. Mumley said at that time they were ready to start getting the bid documents together. He needs to study the requirements in the NBRC grant agreement to ensure that bidding and contracting complies with all requirements. Pat Ripley will help with that. They have talked about getting it out for bidding in May.

Adrienne asked about the trees that were cut down for the Land Trust. Carl said they are going to Jericho. The trees that were not cut down as part of that project will be chipped. The bidding document stated that the contractor should leave 35 cubic yards of chipped material on site for the Conservation Commission and the arboretum. The contractor is planning to sell the rest to Vermont Electric Co-op to burn in their generation plant.

Adrienne said she thinks it is good that Jericho is using trees to stabilize their river banks. She would like to see us have more smaller projects like that. She doesn't know if that is something we could reach out to Seth Jensen about or something that we can do on our own. It would have been nice if we had thought of doing that with the trees. Carl said his understanding is that some of the trees from Holmes Meadow will be used there and some will be used for a village project to stabilize the bank of the Gihon by the former Union Bank where a utility pole needs to be protected.

11. Skate Park Follow Up

Adrienne asked if Casey and Howard wanted to say anything about the skate park project, which was discussed before they arrived. Casey said she will follow up with Adrienne about Green Up Day at the skate park.

12. Holcomb House Repairs

Mike asked how many board members agree that the Holcomb House is town property. Eben said that sounds factual. No one else disagreed. Mike said over the years from time to time there has been what might seem to be an adversarial relationship between the selectboard and the Historical Society regarding maintenance of Holcomb House. The Historical Society are good stewards of the property but they have to grovel from time to time for money for repairs. He thinks because it is town property the town should maintain it. It should not be left to the Historical Society to do all the legwork on that building, considering that a lot of other entities don't do the legwork for their buildings. Eben said there is just one other town entity that has a building. Mike said Holcomb House needs a lot of repairs and we need to do them. It possibly needs a roof repair. There is a problem where water gets into the building and runs through the bottom of the foundation. We can't let that building run down.

Eben said the only other group without full-time town employees that manages a building is the library. He thinks both groups work hard and both have to advocate for their projects. We did prepare a budget to spend \$20,000 on Holcomb House starting in July. Mike said the work that needs to be done might take more than that. Eben said the work can't happen all at once. He asked what projects the Historical Society wants to put out to bid.

Duncan said his suggestion would be to have John work with Mike and members of the Historical Society to prioritize the list of things that need to get done and try to do them within the budgeted amount.

Eben said he thought there would be an insulation analysis. Mike said there will be. It was thought that one wall had no insulation but the Historical Society found out that there was insulation in it. Now they have to look into what is causing the leaking.

Duncan said in the past the Historical Society has had a lot of trouble getting anyone to respond to an RFP and has had trouble lining up contractors. John suggested we could put an ad in the paper and also send the RFP directly to people we think might be interested.

Eben said he would like a long-term plan for that building that incorporates an upstairs apartment, but he thinks he is alone on that. Expenses have increased but we have cut revenue. He doesn't think storage is the best use of the entire apartment area. We could still have a studio or one bedroom apartment. Mike said his understanding is that the rooms will be used for a static display of different style bedrooms, not just for storage. Eben asked, there will be no ADA issues with increasing the display area and opening the upstairs to the public?

Lois Frey said they don't have ADA compliance issues because they are in compliance. She is not saying everyone can go upstairs. The Historical Society is willing to make accommodations to people who come in. That may not include getting them upstairs at this point. They have been looking at lifts and elevators. A long-term plan for an apartment would cost a lot of money because the upstairs bathroom would have to be totally redone. There would have to be renegotiation of how the stairways work to split the apartment for partial use. She would love to see income come in from renting an apartment, but we have to really look at the cost of having that work done. She thinks it is important to

look at the list of most recent priorities that was provided by Historic Preservation. The ceiling over the big room is sinking and needs to be reinforced. The roof is the next priority after insulation. We should think now about priorities for next year.

Duncan said he would say there is a possibility of creating a studio apartment using the bathroom, back bedroom and kitchen. His understanding is that the Historical Society does not have any plans for those rooms. But it would be an expensive process, especially fixing up the back bedroom, which he thinks is unsafe for occupancy. Knowing the possible cost could be valuable. That would enable the town to decide if we wanted to make that investment and if the rent would justify the expense. Eben said the Historical Society will probably want that room repaired anyway, whether we get rent from it or not. Duncan agreed that the floor in the back bedroom will need attention.

Mike said he wants the town to firmly commit to taking care of the Holcomb House repairs. He wants to put an end to the adversarial relationship with the Historical Society. Paul said he is not sure what a firm commitment means without an actual plan. It sounds like maybe we want to go ahead with a 5-year plan as Eben suggested. Mike said that sounds good.

Adrienne said she remembers asking a former town administrator to go around and look at all the buildings and fill out an inspection form. Do we want to ask John, to do that or look for someone else to do it? Paul suggested talking about this at the upcoming planning meeting.

13. *Holcomb House Tenant Lease Agreement*

The board reviewed the lease agreement for the Holcomb House apartment. Adrienne suggested looking at the apartment before a tenant moves in. Eben said this is just a renewal of the current tenant's lease. Mike said he was in the apartment in the past year and it looked well kept up.

Adrienne noted that the lease needs to be edited to replace Brian Story's name. Eben said the rent was supposed to go up last year. Rosemary said it didn't. Mike said he thinks the rent needs to be revisited with the next lease. The board agreed that the rent listed on the lease is what had been agreed upon.

Duncan said the tenant used to do some work for the Historical Society. Is he still doing that? Mike said he thinks he is doing less than he was 10 years ago. Lois said he used to do mowing but that is now part of the town contract. Eben said he shovels the ramp in the winter. Mike said he doesn't know if he did that every time this winter. Lois said the police call him if the alarm goes off.

Eben moved to approve the lease agreement for 188 Lower Main Street East, Apartment #2 as presented, with "Brian Story" replaced by "town administrator" and to authorize the town administrator to sign it, Peter seconded and the motion was passed.

14. *Summer Facilities Mowing RFP*

The board reviewed the RFP John had put together for mowing. It was noted that some properties that should be included were not included. Adrienne said it does not include the buyout properties.

John said he thinks there would be a significant increase in cost if we had all the buyout properties mowed. Maybe there could be a separate contract to mow them just twice a year. He thinks some of the buyout properties will not be available until mid to late summer.

Eben asked how cost is divided between town and village. Does the bill indicate how much of the cost is for each property? Rosemary said it is all one bill. Eben said it would be nice if we had a per site cost so there would be less headache for future treasurers.

Paul said we don't want separate bids for each property but he thinks there should be an itemized bid. He doesn't think it should include the buyout properties. We might want to make a plan for them with the Conservation Commission before we start mowing them.

Adrienne asked if John has talked to Isabelle Sullivan about this. John said she told him that last year she had no issues with the contractor.

Adrienne said she hopes that when we get bids back we can compare the cost to how much it would cost to have a part-time groundskeeper to see if that is something we could save up for in the future and transition to. Mike said if the cost is the same as last year, it would be hard for us to do it at the same cost.

Lois said Beard Recreation Park is on the list of properties to be mowed. But based on the Conservation Commission's agreement with the River Conservancy, they just have it brush hogged at the beginning of the season and keep the path mowed for tick prevention. We can take that off the list. The town crew has been doing the brush hogging. Adrienne said we should ask Jason if he can continue that this summer.

Eben moved and Paul seconded to approve the RFP for mowing, pending an updated list with removal of Beard Recreation Park, removal of the public works facility if Jason Whitehill agrees to that, removal of Grow Cemetery if the Whitehill family is willing to mow it, addition of the Holcomb House lot and the Lowe Lecture Hall, changing Johnson Public Library to the old library site, and verifying with the village that they are okay with the town going out to bid for all joint properties and receiving per site bids.

Adrienne asked John to send the RFP to her, Paul and Isabelle before it goes out to make sure it captures everything correctly.

The motion was passed.

15. MERP Grant for Public Works Garage Insulation

John said MERP wanted an update on our grant. We got \$21,608 in December 2024 to install self-learning thermostats and 76 ft. of door sweep, and improve attic insulation. He talked to Jason, who is in favor of using the grant money to improve insulation in the whole building rather than doing what was initially planned. Tori Hellwig of LCPC said she would work with John on the scope of work needed for the insulation. Is the board okay with putting out an RFP?

Eben asked if we will receive the same amount of funds if we change the scope of work or if we will lose funding. John said Tori didn't seem to think we would lose funding. Eben said we should also consider replacing the boiler in that building. Paul said we should make sure that it is okay to change the intended use of the grant funds and that the same amount of funding will still be secure. John said he will follow up with Tori on that.

Eben moved to change the scope of work for the MERP grant for the public works garage to insulation only as long as that will not result in losing funds, Paul seconded and the motion was passed.

16. Summer Cemetery Maintenance Plan

John said he has a draft cemetery maintenance plan that may be something Duncan had worked on. It looks like for this year the goal was to work on Evergreen Ledge Cemetery. The budget in the plan is \$10K but the budget approved at town meeting included \$7,500 for cemetery maintenance. He drafted an RFP for cemetery maintenance based on a previous RFP.

Eben asked if Duncan had had a chance to look at the RFP. Duncan said no. Eben said he would like Duncan to review it.

Eben said he would like to see Whiting Hill Cemetery repaired. It is relatively central and very visible. The board discussed the vinyl fence, which needs some repairs.

Eben said he wants to see if Duncan is willing to review the RFP. Maybe he can contact the contractor and see if they can design a \$7,500 project. His preference is to work on Whiting Hill. Adrienne said she would really like to see the fence repaired. Eben said stones also need to be straightened. Duncan said there is some value in finishing the work at Whiting Hill. He cleaned all the stones and fixed about half. John said he will work with Duncan on an RFP and plan to have the contractor start at Whiting Hill and move to Evergreen Ledge if there is any money left over.

17. Renew Agreement with CAI Technologies for Tax Maps Maintenance

John said CAI is the company that maintains the tax maps on our website. Adrienne said she looked into this company. They are a New Hampshire company. She wanted to see if there was anything more local but she did not find anything and all neighboring towns use the same company. She feels it is fine to renew this contract. Rosemary said they used to be in Vermont.

Doug Molde asked if this company has been keeping the tax map updated year to year. Others said yes. Doug said the land he owns is not shown correctly on the map. Adrienne asked who the company communicates with the most. Eben said Justin Mason. Adrienne asked if Doug reached out to Justin. Doug said yes. Rosemary said some information on the maps needs to be updated. Eben said there is a lag between when changes are made and when the maps are updated. Doug said he has owned this property for some time. He has asked for the change to be made about once a year for the last 2 or 3 years. Adrienne said we will make a special note to Justin about it.

Peter moved to approve the tax map maintenance proposal from CAI Technologies, Mike seconded and the motion was passed.

18. Asset Inventory and Capital Improvement Plan

Paul said we applied for a grant with Morristown for a capital asset inventory plan. An RFP was put out. Stone Shore was selected by Morristown. They asked for Johnson's input and we agreed with their decision.

Ron Rodjenski of Stone Shore talked about the value of an asset inventory plan. The goal will be to get a final capital improvement plan ready for public hearings and adoption by the selectboard by town meeting day. The regional planning commission office will be helping with public outreach.

Adrienne said Stone Shore's proposal mentioned staff training. Have we talked about designating staff for that? How many hours will that training require? Ron said the selectboard is the responsible party to make sure the new document is a living document. Updates should happen once a year or it becomes useless. His recommendation is to have two people – the town administrator and a Planning Commission member or selectboard member – who get the training, which is not that complicated, to

be the point person to remember when the annual process should start and initiate it. If the selectboard sets up a framework, the training will be easy. This planning helps the town be more competitive for grants. Part of the grant is to set the town up so the town can maintain the plan on its own. A town staff member will be able to work on the capital improvement plan without hiring someone in the future. Paul said he thinks this will be a huge asset to future boards.

Ron said LCPC will have a smaller contract for support to the town to be the administrator. At some point when the contracts are finalized he will ask for a point person in Johnson. It probably will be John at first, but it would be good to have a second person as well.

Adrienne asked if this has been presented to the Planning Commission. Paul said yes. He discussed this with Planning Commission chair Jesse Whitworth. His understanding is that Jesse distributed the proposal to Planning Commission members. He thinks the Planning Commission discussed it. We should discuss in the future whether the second point person should be a selectboard member or Planning Commission member. Eben said he would be willing to do it.

19. Form Based Code Administrator

John said Paul mentioned that we don't currently have a form-based code administrator. Charlie Gallanter said according to code and statute the person must be proposed by the Planning Commission. He suggests putting an ad in the paper and establishing compensation and the cost of permits. There is a permit form on the website but no one has ever gotten a permit. Peter said there have been three permits issued. Charlie asked if the library got one. John said yes. He found it on the computer. Charlie said a lot of people do not get permits. Eben said he thinks a lot of people do not know about form based code. Eben said he recalls that we talked about setting permit fees. It was agreed to put an ad in the paper for this position.

20. Library Project Update

John said there was a meeting with the library committee. Back 40 Builders was there. He and Peter were there. Brian Raulinaitis gave a progress report on what work has been done. Structural work, including framing and roof sheathing, is currently underway. Trusses, exterior wall framing and R-9 ZIP panel sheathing are fully complete. Windows are arriving at the shop to receive a clear coat pre-finish before installation. Concrete slabs for the front and back will be poured soon and will allow the entryway roof framing to begin. Plumbing materials are arriving on site. Electrical rough-ins will begin by the end of April. The electrical transformer was set 4 feet too low by the utility company and must be relocated. This requires coordination to dig it up and potentially re-run the wiring.

Mike asked whose mistake the transformer was. Adrienne said the utility company's. Mike asked, we paid for a mistake and now we have to pay for it to be fixed? Was it specced out properly and not built to spec? Eben said he believes the dirt work contractor sets the vault and usually runs the conduit. If there is an elevational mistake with the vault, he would assume that would be on the dirt work contractor. Or was it wrong on the drawings?

John said a concern was raised about the enclosed design of the computer lab. A layout change was recommended to allow computers to be monitored by staff. The layout will be discussed further at the next meeting.

The revised contract total is \$1,421,750 after change order #1. The total paid to date is \$872,000, leaving a remaining balance of \$549,750. Payment #3 will be due on May 31. The library confirmed that an additional \$150,000 in funding was awarded. They have applied for grants and they are hopeful for a particular one.

Mike said he thinks if any of us were building something with our own money and someone made a mistake and wanted to charge extra due to the mistake, we would find out who made the mistake and get them to eat the cost. Time after time, mistakes are made and we eat the cost. He is irritated that the board is not interested in finding out who made the mistakes.

Eben said on the last orders we signed to approve the utility work, we were talking about withholding some money and Mike was not in support of that. Mike said we could always revisit that. Eben said we already signed the check. Mike said we can still revisit it.

Paul said he thinks Mike has a point. Who decided that the vault is too low? What is that based on? Adrienne said that she thinks there was an inspection of some sort that determined it was too low. Paul suggested determining who made the decision, what it was based on, and where the original spec came from. Either it was built wrong or it was designed wrong or drawn wrong. We should be able to trace the source of the error. John said he can follow up with Brian on what he determined the error to be and what came from it. Adrienne said she thinks it was due to the engineering plans. We currently don't work with that engineer anymore. Paul suggested finding out the answers to all those questions. Mike asked why we don't work with that engineering firm anymore. Peter said he doesn't want to say.

Eben asked what the \$150,000 in additional funding is. John said a grant that was previously reported. Rosemary said it is from a charity foundation.

John said at the meeting Kelly Vandorn gave an update on grants they are working on. They are working on two \$15,000 grants. The T-Mobile grant is \$50K. They are looking at a Vermont Arts Council grant of \$30,000 that would require a \$30,000 match. He got word from Rep. Balint's office that our project was submitted to the appropriations committee. If approved, that money would be available in 2027.

Charlie Gallanter said it sounds like at best we are \$300,000 short. How does the town cover that? Eben said he doesn't see enough traction on the difference between cost and money available. When will the point come when we realize we don't have enough money to pay an invoice? John said that is something we have to work on. Maybe once the building is watertight we take a break and resume work when there is enough funding.

Peter said efforts for fundraising go beyond what was talked about tonight. The work is continuing.

Eben asked if we want to be proactive and deal now with the realization that we don't have enough money. Paul said he thinks Eben is saying we need a Plan B other than fundraising. Maybe we should consider making the addition watertight and stopping work on it and just working on the old building to meet the grant requirements. Eben said that is fine if we have enough money to do that. He has continually asked for a grant amendment and a contract amendment that would allow us to stop short of the numbers we committed to. We haven't seen either. We have zero protections. With the Plan B we are talking about, we could easily be taken to court and lose and be out \$500,000. If that happens, he will be very disappointed because we didn't protect the town. Even Plan A needs to be structured differently from what was agreed on in the contract. He is not comfortable with the financial position we are in now.

Peter said he thinks to put people's minds at ease we should come up with a clear Plan B that hopefully will never need to be used. Eben said if it were in writing that the grantor and the contractor agreed with Plan B, he would be more at ease. John suggested that he and Peter sit down with Brian. Brian had mentioned before that it would probably be more expensive if he had to stop work and then come back, but maybe he will have to do that. Eben said he thinks Plan B needs to be in writing with all parties agreeing. Peter said he is happy to work with John and the library to develop a Plan B.

Eben said we also need to revisit whether to sell the old library lot. His understanding is that we own it and we need the library's permission to sell it. Adrienne suggested we could have a meeting with the library board to discuss what they want to do with the lot. She thinks the library owns the lot. Eben said he supports them selling it with a deed restriction not to build any structures and covenants allowing the town to put a walking path through there.

21. Discussion for Selectboard Planning Meeting

Paul said next week is the planning meeting. Adrienne put together a framework for it. The idea is to get thoughts prior to the meeting. Adrienne put together a plan for how to structure the conversation.

Mike said we do this every year. We have all these fires currently smoldering that we have to take care of. That drives the selectboard without doing these foolish planning meetings. Paul said he disagrees. For example, we need to decide if we will actively pursue doing something with the Lowe Lecture hall. We can't just keep reacting to whatever comes up. Another example is whether making a plan for Holcomb House is an immediate priority or not.

Paul and Adrienne said this planning meeting is for the board, not the public, to decide on priorities. Paul said we would get public input at a future meeting.

Adrienne said this planning is only useful if we actually adhere to it and use it for guidance and have John and the CEDS refer to it all the time. She hopes it is referenced frequently.

It was agreed that board members will fill out the forms Adrienne put together and bring them to the meeting. They will not be collated in advance.

22. Old Business

It was agreed that capital budget and plan can come off the old business list because we are working on it with Morristown and it will become an active item.

Adrienne asked, we don't have a designated downtown yet, right? Paul said no. We have a designated village center under the old program. That is grandfathered into level 2, but that doesn't qualify us for much. Level 3 brings money and grant prioritization but it has requirements, including a capital plan. Adrienne asked, after the capital plan is done, then can we apply? Paul said there is more than that. He doesn't know all the requirements. He has talked to Jesse about the Planning Commission looking into that. Adrienne said she was working on a speed and stop sign ordinance but it doesn't really make sense to do it until we have a downtown designation because if we have that designation then we have more control over setting speed limits.

23. Municipal Building Maintenance

Mike read the motion that was passed at the village trustee board meeting on April 13 to rebuild the wastewater treatment facility at its current location. There is no longer a possible need to move out of the municipal building or tear it down. Because of that possibility, we held off on maintenance of the clock tower.

Eben said he recalls that at a joint trustee-selectboard meeting it was agreed that the town and village would each take the lead on one project. We ended up with the HVAC project and the agreement was that the village was going to get quotes on the clock tower work and we would pay half the cost. Mike said it didn't look to him from watching the meeting that they were very interested in taking care of the clock tower. He asked if Donna agreed. Donna said yes. She said they talked about the fact that it does not appear to have leaked in a long time. They are thinking that there is not currently a leak. Ken Tourangeau did mention that the clock tower could use a facelift but they did not discuss actually giving it a facelift. They concluded that if it was not leaking there was no need to fix it. Paul said we should have a joint meeting soon. This seems like an obvious agenda item. Mike said he thinks the clock tower needs attention. People see it on their way into the village and it looks bad.

24. Website Contract

Mike said he thinks the current website is terrible. Some of the work is being done overseas. The trustees went with someone local. He asked them how much they put into it. He thinks it was around \$2,500 for the first year and only about \$1,100 annually to maintain it. We pay a lot more than that.

Adrienne said she doesn't know where our contract ends but when it does, she is fine doing our website for free. Mike said he feels we should be sure not to renew the contract and be sure that there is not automatic renewal. Adrienne said they charge a lot. They are actually good about getting back to us but she feels the work is subpar for what we pay. Mike said he thinks the website is not very user friendly. It is easier to navigate and find what you want on the village website. Adrienne said she worked with the company on setting up the website but it was difficult to work with them. Eben said we need to verify the contract terms.

25. Executive Session – Personnel Matters

Eben moved to enter executive session as allowed by 1 V.S.A. § 313(a)(3) for personnel matters, inviting John and Rosemary to remain, Peter seconded and the motion was passed at 8:55.

The board consented out of executive session at 9:16 with no action taken.

26. Adjourn

The meeting was adjourned at 9:16.

Minutes submitted by Donna Griffiths

Town of Johnson — Staffing Restructure Cost Comparison

FY27 Projected (using 3.50% raise period rates)

ASSUMPTIONS

Benefit Rates:	Social Security	7.7%
	Retirement	7.5%
	CCC Tax	0.4%
	Total Benefit	15.6%

Proposed Raise for Town Clerk and Treasurer: 10.0% ← Change this (blue = editable input)

SECTION 1: CURRENT STAFFING COSTS (Annual)

Position	Rate	Town Hours	Salary	Benefits	Total Cost	Insurance	
						Monthly	Yearly
Clerk 3 (20% town)	\$28.45	416	\$11,835.20	\$1,845.11	\$13,680.31	\$ 475.00	\$ 5,700.00
Clerk 2 (60% town)	\$25.36	1,248	\$31,649.28	\$4,934.12	\$36,583.40	\$ 1,424.00	\$ 17,088.00
Treasurer / Town Clerk (60% town)	\$45.11	1,248	\$56,297.28	\$8,776.75	\$65,074.03	\$ 475.00	\$ 5,700.00
Town Administrator	\$40.87	2,080	\$85,009.60	\$13,253.00	\$98,262.60	\$ 1,424.00	\$ 17,088.00
Clerk 1 (60% town)	\$31.04	1,248	\$38,737.92	\$6,039.24	\$44,777.16	\$ 2,373.00	\$ 28,476.00
Rec/Community Coordinator	\$25.88	1,248	\$32,298.24	\$5,035.30	\$37,333.54	\$ 475.00	\$ 5,700.00
Economic Development (CEDs)	\$42.44	1,248	\$52,965.12	\$8,257.26	\$61,222.38	\$ 950.00	\$ 11,400.00
Assessor	\$37.14	416	\$15,450.24	\$2,408.69	\$17,858.93	\$ 545.00	\$ 6,540.00
Extra Admin (minute taker)			\$4,400.00	\$685.96	\$5,085.96		
TOTAL CURRENT STAFFING			\$328,642.88	\$51,235.42	\$379,878.30	\$ 8,141.00	\$ 97,692.00

SECTION 2: PROPOSED STAFFING COSTS (Annual)

Position	Rate	Town Hours	Salary	Benefits	Total Cost	Monthly	Yearly
Treasurer / Assistant Clerk	\$29.00	2,080	\$60,320.00	\$9,403.89	\$69,723.89	\$ 2,373.00	\$ 28,476.00
Town Administrator	\$40.87	2,080	\$85,009.60	\$13,253.00	\$98,262.60	\$ 1,200.00	\$ 14,400.00
Town Clerk / Assistant Treasurer	\$34.00	2,080	\$70,720.00	\$11,025.25	\$81,745.25	\$ 2,373.00	\$ 28,476.00
Rec/Community Coordinator	\$25.88	1,248	\$32,298.24	\$5,035.30	\$37,333.54	\$ 475.00	\$ 5,700.00
Economic Development — CEDs (F	\$40.00	1,248	\$49,920.00	\$7,782.53	\$57,702.53	\$ 1,779.75	\$ 21,357.00

Assessor	\$37.14	416	\$15,450.24	\$2,408.69	\$17,858.93	\$ 545.00	\$ 6,540.00
Extra Admin (minute taker)			\$4,400.00	\$685.96	\$5,085.96		
TOTAL PROPOSED STAFFING			\$318,118.08	\$49,594.61	\$367,712.69	\$ 8,745.75	\$104,949.00

SECTION 3: SUMMARY FOR SELECTBOARD

Current Office Staffing Cost	\$477,570.30
Proposed Office Staffing Cost	\$462,841.69
Net Increase	-\$14,728.62

PERCENT INCREASE: **-3.1%**

WHAT THE TOWN GETS FOR THAT INCREASE:

- Full-time CEDS position (was 24 hrs/wk, now 40 hrs/wk)
- Full Time Treasurer / Deputy Town Clerk 14.35% Raise
- Full-Time Town Clerk /Deputy Treasurer (6.3% Raise)
- Full independence from Village staffing arrangement
- Two shared positions eliminated (Clerk 3 and Treasurer / Town Clerk)

HOW IT PENCILS OUT:

Savings from eliminating Clerk 3 and Treasurer / Town Clerk	saves	\$78,754.33
CEDS from 24 hrs/wk	costs	-\$3,519.85
Town Clerk from 1248 -> 2080 hrs + \$2.96 raise 9.5%	costs	\$36,968.09
Town Treasurer from 1248 -> 2080 hrs + \$3.64 raise 14.35%	costs	\$33,140.49
NET INCREASE		-\$14,728.62

ADDITIONAL CONSIDERATION:

Highway 1 position is currently unfilled (1040 hrs budgeted).
If filled seasonally or left vacant, that budget could further offset this increase.
Highway 1 budgeted annual cost:

\$20,424.11

Net increase AFTER applying Highway 1 savings:

-\$35,152.73

Percent increase after Highway 1 savings:

-7.4%

NOTE: Does not include health insurance (varies by employee).

Blue cells are editable — adjust rates as needed.

SECTION 4: CEDS INSURANCE SCENARIOS

SCENARIO A: CEDS on 2-person plan (Eben's estimate)

Net increase (salary + benefits + insurance)	-\$14,728.62
Less Highway 1 offset	-\$20,424.11
Less 10% Clerk Costs for Village	(\$9,820.00)
Remaining to absorb	-\$44,972.73

SCENARIO B: CEDS on single plan

Net increase (salary + benefits + insurance)	-\$31,804.62
Less Highway 1 offset	-\$20,424.11
Less 10% Clerk Cost for Village	(\$9,820.00)
Remaining to absorb	-\$62,048.73

Insurance difference: 2-person plan = \$2,373/mo, single plan = \$950/mo

Highway 1 position is currently unfilled (1040 hrs budgeted).

May add "Act 188 - Discussion" to the agenda - if so, we should include Seth Jensen's email (below) in the packet

Paul Warden
Johnson Selectboard, Chair
802.371.7814

www.townofjohnson.com

www.facebook.com/JohnsonVermont

This email and any response(s) are part of the public record and are subject to Vermont's Public Records Act.

From: Paul Warden

Sent: Friday, April 10, 2026 7:03 PM

To: Seth Jensen <seth@lcpcvt.org>; Paul Warden <pwarden@townofjohnson.com>; Jesse Whitworth <JWhitworth@townofjohnson.com>

Subject: RE: Act 181

Really helpful Seth, as always.

Jesse and I were discussing Act 181 today (and FBC), both might be great topics for the Planning Commission to delve into with your input to make sure understand the road map and requirements prior to a townwide discussion.

Thanks again,

Paul

On Apr 10, 2026 5:06 PM, Seth Jensen <seth@lcpcvt.org> wrote:

Paul,

These are good questions.

- **Form Based Code and Tier 1B** -- whether form-based code will qualify as “zoning” for purposes of Tier1B is still an open question. That said, in order to be eligible for Tier 1B, the area needs to have both zoning and subdivision regulations. Johnson would need to adopt some basic subdivision standards to meet this regardless of the ultimate finding on FBC. The CDBG-DR Planning Grant awarded to LCPC includes funds for our staff to assist communities with plans, bylaws, and other planning documents that could be used to develop such standards if desired by the Town. On a related note, the CDBG-DR could also be used to help the Town clean up the potential conflicts between the flood hazard bylaws and Form Based Code. After some further research, I think there may be a simple pathway to address the primary concerns.
- **Act181 Implementation Delay** -- Based on discussions at the state house, it appears that there is growing support for delay of the most controversial aspects of Act181 – specifically the Road Rule and Tier 3. It also appears that more Legislators are supporting repeal of both provisions than at the beginning of the session. I

haven't heard much serious discussion about delay or repeal of Tier 1 or the expanded benefits for Villages and Downtowns.

- ***Bonus – Speed Limits in Village Centers*** – Legislative Counsel have provided an opinion that Act181 granted Towns the ability to set lower speed limits in Village Centers. Previously, this was limited to Downtowns. Since this has been a discussion in Johnson in the past, I wanted to provide this update. The implication of this is that once the LURB approves the Regional Plan Future Land Use Map, the Town will have greater ability to set lower speed limits within the Village Center area depicted on the Future Land Use Map.

Seth

TOJ Administrator

From: Community and Economic Development Specialist
Sent: Thursday, April 30, 2026 11:44 AM
To: TOJ Administrator
Subject: Fw: Cost Estimate

John,

Below is an email from Luke Willey. He states Mumley will do the new cost estimate for \$1,000. Please request Selectboard approval next Monday night as we discussed on Monday. If the board asks why we are requesting a new cost estimate, tell them NBRC said the 2023 estimate is "insufficient" considering the time that has passed and the volatile construction market.

I'll check in with you Tuesday morning and hopefully give Luke the notice to proceed.

If you don't mind send an email to me if the tree clearing company starts chipping and other work.

Carl

From: Luke Willey <luke@mumleyinc.com>
Sent: Wednesday, April 29, 2026 4:36 PM
To: Community and Economic Development Specialist <ceds@townofjohnson.com>
Subject: RE: Cost Estimate

Carl –
Apologies for the delay on this. Tyler and I just discussed – we think \$1,000.00 is a reasonable budget for us to do a full takeoff on materials and quantities based on the most recent drawings and apply pricing based on VTrans published costs and/or our own figures where appropriate.

Luke Willey

Mumley Engineering, Inc.
o: 802.851.8882
c: 802.370.0923

From: Community and Economic Development Specialist <ceds@townofjohnson.com>
Sent: Tuesday, April 28, 2026 11:53 AM
To: Luke Willey <luke@mumleyinc.com>
Subject: Cost Estimate

Luke,

Gravel Processing Bids

Contractor Name

Bid Price

G.W. Tatro Construction

McCallough Crushing

Dale E. Percy Inc.

Legion Field Improvements Bids

Contractor Name

Bid Price

Hallowell Excavation Inc.

Larivee's Excavating

TOJ Administrator

From: Paul Warden
Sent: Tuesday, April 21, 2026 12:40 PM
To: TOJ Administrator
Cc: Paul Warden; Adrienne Parker
Subject: Fw: Town Moderator Position

Hi John,
Please add "Town Moderator Discussion and Possible Appointment" to the agenda for our first May meeting.

Thanks

Paul Warden
Johnson Selectboard, Chair
802.371.7814

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This email and any response(s) are part of the public record and are subject to Vermont's Public Records Act.

From: David Williams <bylot@vtusa.net>
Sent: Tuesday, April 21, 2026 7:56 AM
To: Paul Warden <pwarden@townofjohnson.com>
Subject: RE: Town Moderator Position

Paul,

Thank you for your email. Please tell the Board that I wish to be considered for the position of Moderator.

Thank you.

Dave

From: Paul Warden <pwarden@townofjohnson.com>
Sent: Monday, April 20, 2026 5:17 PM
To: bylot@vtusa.net
Cc: Paul Warden <pwarden@townofjohnson.com>; TOJ Administrator <tojadministrator@townofjohnson.com>; Adrienne Parker <aparker@townofjohnson.com>
Subject: Town Moderator Position

Hi Dave,

Just confirming, no Moderator discussion at tonight's Selectboard meeting.

From the Sec. Of State to Rosemary regarding the way forward:

One percent of 2171 is 21.71. For a write-in candidate to win, they have to receive 30 or 1%, whichever is less, and it appears that 21.71 is less, so if someone received 23 votes, that would be more than the minimum needed to win. If the person doesn't want the position, they can decline it, which would create a vacancy that the selectboard can appoint.

Library Contract Discussion

Click on Link to View the Signed Contract

<https://townofjohnson.com/news-and-notice/library-construction-contract/>

Click and use the CTRL key access the link



376 Patchen Rd
South Burlington, VT 05403
Phone: (802) 862-0302
burlington@savatree.com

Prepay & Save

For the best savings (5%):

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Sue Lovering
PO Box 317
Johnson, VT 05656-0317

REMINDER NOTICE

DISCOUNT EXPIRES 2/15/26

YOUR 2026 SERVICES AGREEMENT

For services at 22 Lendway Ln, Johnson, VT 05656

Presented by your arborist Joe LaRock

Services Renewing for 2026

Thank you for trusting us to care for your landscape this year. This is your annual reminder you can save on your 2026 services with our prepay discount: save 5% when prepaying by check (online ACH or in the mail), or save 3% when prepaying online with a credit or debit card.

To take advantage of this offer, please visit savatree.com/prepay or return the enclosed coupon. This offer expires February 15, 2026.

As a valued customer, your services are already on our schedule for next year. As a reminder, your annual services renew automatically unless you notify us to cancel.

Please see the details of your customized program below and give us a call if you have any questions.

If you have already responded, please feel free to disregard this letter.

2026 Plant Health Care Program

Specialty Treatments:

Emerald Ash Borer Trunk Injection Treatment

\$1,026.00

This treatment provides excellent control of the devastating Emerald Ash Borer for two growing seasons. It is performed as a trunk injection.

SUBTOTAL FOR 1 SERVICES	\$1,026.00
5% Prepay Discount	\$51.30
Prepay Subtotal	\$974.70
Estimated Sales Tax	\$0.00
TOTAL PREPAY DUE TO SAVE 5%	\$974.70

TERMS AND CONDITIONS

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC; Lou Giroud Tree Service, LLC; Arborwell, LLC; Barrett's Tree Service, Inc.; Lawns Unlimited, LTD; Atlas Environmental Services, LLC; and all related DBAs (collectively referred to as "SavATree") ("Agreement").

PERFORMANCE BY SAVATREE – Our Plant Health Care and Lawn programs are designed to manage and not eradicate weeds, insects, mites, disease and deer browsing. Horticulturally tolerable levels of insects, mites, disease and deer browse may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval.

Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment. You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property.

You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you (and at your election), for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

WORKMANSHIP – All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. As part of the Arbor Patrol Program, we may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of any supplemental tree support systems.

You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived.

NO WARRANTIES – Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed.

INSURANCE – SavATree is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP – By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is

further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby agree to defend, indemnify, and hold SavATree harmless from all claims for damages resulting from your failure to obtain such permits and/or your failure to obtain proper permissions for SavATree to perform its services.

TERMS OF PAYMENTS – The total cost estimates within this Agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. Planting and transplanting services require a deposit of 50% at the time of authorization of such services. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next service may not be performed if your account is past due. Past due balances void any guarantees and/or warranties. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. The following provision applies to New York clients only: By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30, unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of SavATree's services.

CONCEALED CONTINGENCIES – You agree to pay SavATree on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified. You are responsible for advising SavATree regarding the location of underground utilities in the area where work is to be done, including, but not limited to, notifying the proper authorities and marking underground utilities and/or any concealed object. SavATree shall not be responsible for damage to such utilities or concealed objects. Furthermore, SavATree shall not be required to perform any services under this Agreement in the event SavATree deems the conditions are such that its services cannot be safely performed and/or performance becomes impractical.

STATE NOTIFICATION REQUIREMENTS – Certain states require that specific product information be submitted to you. If required, attached to this Agreement is our Datasheet, which provides such information. The Datasheet also can be found at www.savatree.com/ds/index.html. Massachusetts clients should see the Consumer Information Bulletin at www.savatree.com/ds/macsminfo. You have the right to receive specific date pre-notification for certain applications in certain states. Your written authorization on the Authorization Page of this Agreement waives any pre-notification requirement unless noted otherwise. In New York State, the property owner or owner's agent may request the specific date or dates of the application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. In Wisconsin: Upon request, any of the following will be provided prior to a pesticide application: brand, product, or common chemical name and a copy of the label of each pesticide that may be applied; date of application (may be provided orally, if you agree); and the name, business address, and telephone number for more information about the application.

LIMIT OF LIABILITY – SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

FORCE MAJEURE – SavATree shall not be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, earthquake, war, attack, strikes, revolutions, lack or failure of transportation facilities, laws, or governmental regulations or other causes that are beyond the reasonable control of such party.

ARBITRATION – Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, the work performed by SavATree for you, and/or any commission or omission by SavATree, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which SavATree performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

CUSTOMER REFERRAL PROGRAM – Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

YOUR SATISFACTION IS IMPORTANT – Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right.



Property Card: 22 LENDWAY LN
Johnson, VT

NO PHOTO
AVAILABLE

Parcel ID: 596-010
Taxmap Number: 10-01-90
Owner: JOHNSON TOWN OF
Co-Owner:
Mailing Address: PO BOX 383
JOHNSON, VT 05656

Property Description: 19 AC-16.27 AC VILLAGE
Book / Page: 127 / 435-438
Parcel Status: A
SPAN: 336-104-10706

Property Address: 22 LENDWAY LN
Use Code: M

Book/Page: 127 / 435-438
Total Acres: 19
Total Value: \$79,700
Land Value: \$79,700
Building Value: \$0
Tax Status: N



22 LENDWAY LN, Johnson, VT

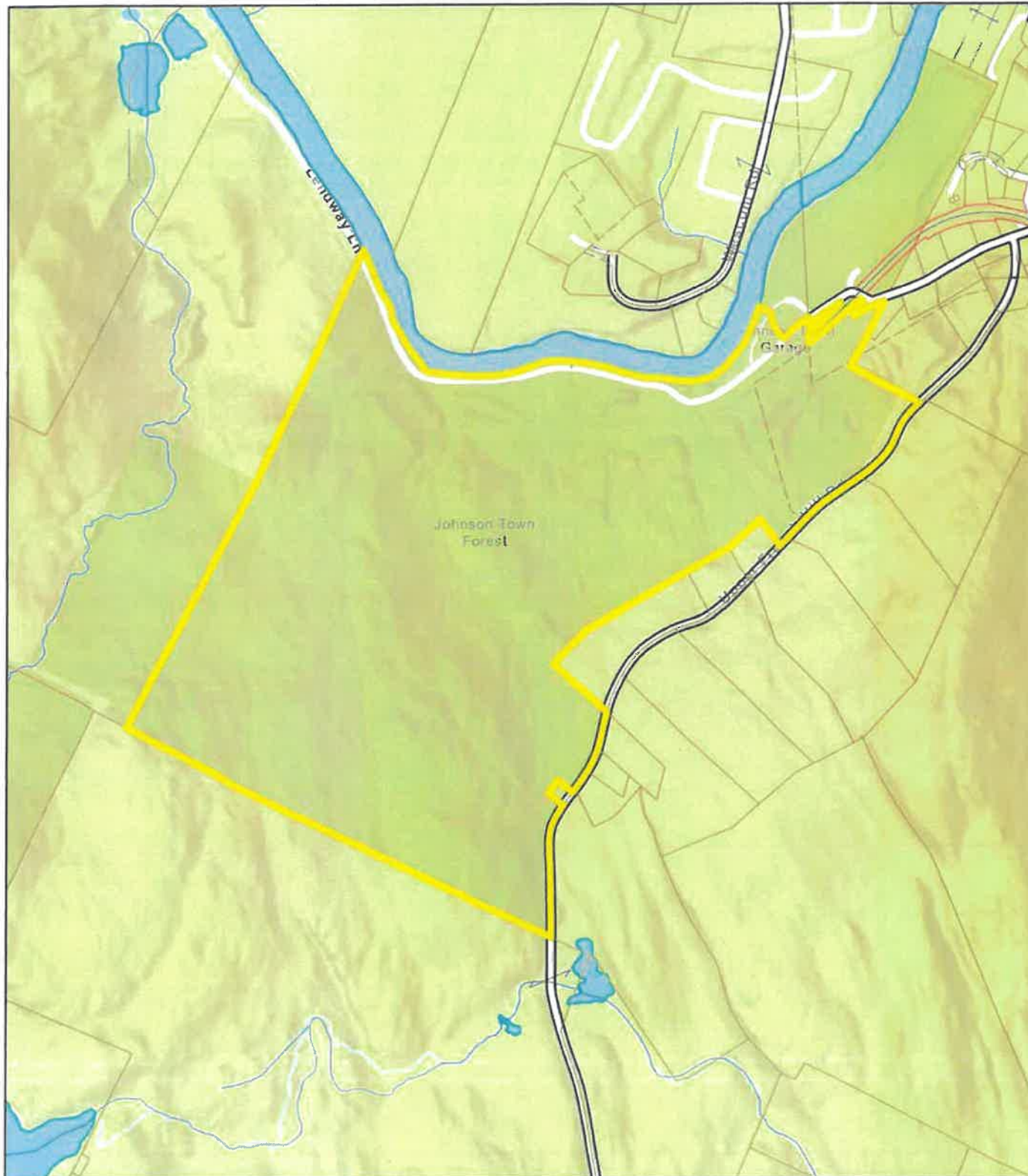
Map/Lot: 10-01-90

1 inch = 888 Feet



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February 12, 2026



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