

Barton Village, Inc.
Regular Trustees Meeting
Monday, March 27th, 2023
6:00 pm
Barton Village Memorial Hall

Agenda

- A. Call to Order
- B. Changes to the Agenda/Additions or Deletions
- C. Privilege of the Floor

ACTION ITEMS:

- D. Minutes from Special Board of Trustees Meeting March 20, 2023
- E. Approve AP and Payroll Warrants
- F. Water/Wastewater Permit Updates
- G. Village Board Trustee Appointment
- H. VPPSA Contract
- I. Village Manger Job Description and Advertisement
- J. Pageant Park Service Agreement
- K. Wastewater Equipment Purchase

DISCUSSION ITEMS:

- L. Wastewater Plant Inspection-Infrastructure Maintenance/Upgrades
- M. Management/Staff Report
- N. Other Business.

Other:

Adjourn:

Date of Next Meeting: April 24, 2023

Barton Village, Inc.
Special Trustee's Meeting
Monday, March 20th, 2023
6:00 pm
Barton Village Memorial Hall
Draft Minutes

PRESENT: Regina (Gina)Lyon, Marilyn Prue, Shelia Martin, Crystal Currier, Ken Nolan, Jacqueline Laurion, David Billado, George Komendat, Joseph Gresser, Leonidas Zenonos (briefly and left)

A. Call to Order:

- a. Gina Lyon called the meeting to order at 6:01 p.m.

B. Changes to the Agenda/Additions or Deletions:

- a. Under G.1. added D. Accept the resignation of Justin Barton Caplin as Trustee.
- b. Under G.1. added E. Purchase of new office equipment.

C. Meeting Minutes from March 13, 2023:

- a. Marilyn Prue and Gina Lyon accepted the March 13, 2023, meeting minutes for public record.

D. Meeting Minutes from March 14, 2023- Yearly Annual Village Meeting:

- a. Marilyn motioned to approve the March 14, 2023, annual meeting minutes. Gina seconded. Unanimously approved. Gina and Marilyn both signed and handed to Shelia Martin for filing.

E. Privilege of the Floor:

- a. Leonidas Zenonos excused himself as he came to offer his services to the newly elected trustees but felt it wasn't necessary as Jacqueline was in attendance as a resource. He was thanked and left.
- b. Jacqueline asked to speak. She offered her services as a community member to assist with the Website, Facebook Page and any administrative duty that she could help with. She presented a three-page packet consisting of previous Trustee roles to Gina and Marilyn, who both accepted graciously and accepted her offer to help.

F. Old Business:

- a. None.

G. New Business:

1. Reorganization of the Trustee Board:

A. Elect a Chair (w/certificate of election):

- i. Marilyn motioned to appoint Gina as Board Chair. Gina seconded. Unanimously approved.

B. Elect a Clerk (optional, also needs certificate of election):

- i. Gina asked how minutes were taken previously. Jacqueline reported Justin Barton-Caplin did. Gina offered to take minutes for tonight and asked if anyone was interested in being clerk. Jacqueline raised her hand and said she would. Marilyn motioned to appoint Jacqueline as clerk. Gina seconded. Unanimously approved.

C. Designate who will take minutes if no clerk:

- i. See G.B.i.

D. Accept the resignation of Justin Barton Caplin as trustee:

- i. Marilyn motioned to accept. Gina seconded. Unanimously approved.

E. Purchase of new office equipment:

- i. Crystal reported that the machine used for folding and stuffing invoices into envelopes is broken, aged, and no longer supported or has replacement parts to fix it. The volume of invoices needing to be mailed is high requiring the need for this machine. Crystal provided two quotes she had for replacement machines and recommended the Quadiant DS40-1. Marilyn and Gina agreed with Crystal's suggestion. George Komendat asked if there was a warranty provided with the machine. Gina reviewed the quote provided to Crystal from Absolute Office Equipment that indicated it would be part of the annual maintenance contract, but Crystal will be verifying this for sure with the company. In the meantime, Memphremagog Press quoted Julie Nelson a fee of \$176.00 to process the invoices for the upcoming billing cycle. Crystal stated they would be using their service as she did not think she could purchase and get the replacement machine in time. Marilyn and Gina agreed with Crystal.

2. Process for appointing Trustee for Justin Barton Caplin who resigned as Village Trustee on March 14, 2023:

- i. Marilyn suggested the Village post an advertisement like a job opening for those interested individuals to submit a letter of interest with a resume to the Trustees. Gina asked which papers the Village uses, the Chronicle, Newport Daily Express, or both. Jacqueline responded in the past they used the Chronicle. Crystal will draft a notice to be published and send to Marilyn and Gina for review. Marilyn suggested the resumes be reviewed at the April 10, 2023, meeting. Gina agreed.

H. Other:

1. Ken Nolan VPPSA discussion of Service:

- a. Ken Nolan reviewed the service agreements VPPSA has with Barton Village. He explained that Barton Electric Department is a member of VPPSA and has been for 20 years. Currently the two board of director seats for Barton Village is Patty Richards and Chris Recchia, two consultants Barton Village has previously obtained. Marilyn asked Jacqueline if she knew where the consultants were with their assessment and recommendations to which Jacqueline responded they were approximately halfway through and would report to the previous trustees at every meeting. Per Ken, the two agreements between VPPSA and Barton Village consist of office management and field operations. Crystal functions as the office manager for the Village and there are three

electric companies managing the electric department; North Line, Village of Orleans, and Village of Lyndonville. The agreements will continue until the Trustee Board indicates a need for a change. Ken discussed the PUC responding to the request for rate increase and will be investigating, which was to be expected. VPPSA will continue to manage this for the Village.

2. Payroll & Warrants:

- a. Marilyn questioned Shelia about payroll, which Shelia explained the process. Jacqueline assisted with questions as well.

3. Meeting minutes and warning of meetings:

- a. Gina kept minutes for this meeting and asked how to post and what the deadline was to warn a meeting if need be. Shelia advised Gina to send the meeting minutes to those that received them in the past, based off from an email received, and to Emily Marlow who will post to the Village's website. Jacqueline stated in the past the meetings were posted three days prior.

I. Adjourn:

1. Gina asked if anyone had anything else, to which no one responded. She motioned to adjourn at 6:50 p.m. Marilyn seconded. Unanimously approved.

Date of Next Meeting: April 10, 2023, at 6:00 p.m.

Submitted by Regina (Gina) Lyon, Board Chair

Attested by Shelia Martin, Village Clerk

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: April 10, 2023
Subject: Water/Wastewater Permits
Agenda#: **Agenda Item F**

The water and wastewater permits need to be updated as soon as possible to reflect the current “permit holder” and the permit holder is designated as the Chair of the Board. Tim Dagesse and Lucas DiMauro will be available with their respective water and wastewater facility permits. These will need to be executed by the Chair of the Board with signatures notarized.

Proposed Motion: NONE

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Carrier
Date: April 10, 2023
Subject: Village Board Trustee Appointment
Agenda#: **Agenda Item #G**

The Village Board of Trustee vacancy was published in the Chronicle the week of April 27th, posted to the website and Facebook page on April 23rd. The letters of interest received are attached for the Board's review.

Interview – John Ullrich
Interview – Ellis Merchant
Others – if received after Board packet preparation

Proposed Motion: Motion to appoint _____ to serve as Village Trustee until the next annual village meeting on March 12, 2024.

John Ullrich

440 Elm Street
Barton, Vt 05822
(802)525-4660 (Home)
(802) 323-3265
johnullrich0@gmail.com

March 28, 2023

Barton Village Trustees

Dear Trustees,

This is a letter of interest for the 3rd Barton Trustee position. As you may know, I was a Barton trustee for 9-10 yrs. It was a productive time for the board. During that time I held the position as a regular trustee and had the privilege of being the head of the trustee board as well. I was assigned to overlook the village crew for one term and the following terms I supported the water and sewer department of Barton Village inc.

Tasks worked on:

- Contributed in working and also presented the Barton Village yearly Operating Budget to the taxpayers for voter approval.
- Took the lead in building the village garage on Municipal Lane, instead of renting spaces to park the village equipment.
- Helped to initiate the planning of the major water and sewer projects in the village.
- Helped to coordinate funding for the electric line updates and maintenance of the lines.
- Worked with the board on obtaining the funding for the repair of the power dam in Charleston VT.
- Worked with the Board on negotiations with the Union.
- Hired a Village Manger and several other village employees.
- Worked on the funding and planning of the sidewalk projects in the village.
- I was also on the fire dept in Barton Village as the main pump operator. I assisted the fire chief and others with planning the construction of the new fire dept garage. I finished my time as the assistant chief.

As you can see, this is a short list of the positions and duties that I filled as a Barton Village Trustee. I faithfully, for 3 terms, put my heart and soul into keeping the needs of the Barton Taxpayers at the forefront.

In closing, I would like to complete the board. I will work to maintain the role and assist the Barton Village Trustees in the tasks ahead. I do have a wish list to bring to the community. I really would like to see the Barton community come out of their homes and enjoy the village through community events. I look forward to any correspondence and potential selection.

Sincerely,

John Ullrich

Electronically signed

Ellis Merchant
233 Park Street
Barton, VT
C: 802.673.4141

Dear Board of Trustees,

I'm writing to express my interest in the open one-year Trustee Position. I have been a village resident for 36 plus years. I feel that I would be a great asset to your board of trustees. I have formerly served Barton Village as a Trustee for 12 consecutive years. Please consider me for the vacant position.

Thank you,
Ellis Merchant

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: April 10, 2023
Subject: VPPSA Contract
Agenda: **Agenda Item #H**

On February 19h, 2021, Barton Village [“the Village”] executed a “Management Services Agreement” with the Vermont Public Power Supply Authority [“VPPSA’}. This contract expires on February 19th, 2023 unless terminated or extended in writing, which has not occurred.

Given the Village’s need for the continuation of such management services and VPPSA’s willingness to offer such services and to potentially expand upon those services to meet the needs of the Village; an updated Management Services Agreement between the Village and VPPSA for the Board’s consideration is attached – for the Board’s reference, both a strike-lined version and a clean version is attached.

Proposed Motion:

Motion to approve the Management Services Agreement with VPPSA as presented.

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made as of ____ day of April 2023, and effective as of February 19, 2023 ("Effective Date"), by and between BARTON VILLAGE, INC., a municipal corporation existing under Vermont law ("Barton"), and VERMONT PUBLIC POWER SUPPLY AUTHORITY, a body politic and corporate and a public instrumentality of the State of Vermont ("VPPSA")(each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Barton and VPPSA are Parties to a Management Services Agreement (now expired) effective February 19, 2021, pursuant to which VPPSA manages Barton's electric department, on the terms set forth therein; and

WHEREAS, the Parties also have entered into an Operational Services Agreement dated October 25, 2022 ("Operations Agreement"), which remains in effect and pursuant to which VPPSA operates Barton's electric system; and

WHEREAS, Barton desires to continue to engage VPPSA to operate and manage Barton's electric department and VPPSA desires to continue to provide those services; and

WHEREAS, Barton presently does not have a Village Manager and desires to engage VPPSA to provide those services until such time that the Barton Board of Trustees ("Trustees") retains the services of a Village Manager, and VPPSA is willing and able to provide Village Manager Services as well, all in accordance with the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Appointment of Manager.

VPPSA shall provide management and operational support services to Barton for its electric department, as hereinafter provided, and shall assign a primary individual responsible for these activities. VPPSA's services shall also pertain to other Barton non-electric operations to the extent that doing so facilitates efficient electric department operation and is requested by Barton. Barton, acting by and through its Trustees, shall continue to own and retain overall control over, and be responsible for strategic policy level decisions concerning, the electric department. In addition, VPPSA will provide Barton with Village Manager Services as set forth in the job description appended hereto as Attachment A and 24 V.S.A. § 1236 until such time that the Trustees retain the services of a Village Manager, determine that VPPSA's services as Village Manager are no longer required, or expiration of this Agreement, whichever occurs first.

2. Management Services.

Commencing on the effective date of this Agreement, VPPSA will provide, supply and render such management and operational support services as are necessary to provide day-to-day management and operation of Barton's electric department. These services will be provided through a combination of VPPSA's General Manager and Member Support Advisor, existing Barton personnel, other VPPSA staff and VPPSA contractors. In addition, VPPSA's Member Support Advisor will serve as Barton's Village Manager as noted above. As more specifically described below, VPPSA shall:

- a. Supervise, manage and direct all Barton personnel in the performance of services for the electric department, including without limitation the maintenance and operation of Barton's hydroelectric facility, meter reading/maintenance, customer service, customer account maintenance, accounts payable/receivable, and annual financial audit. These tasks may be modified, with the approval of the Barton Trustees, as VPPSA evaluates Barton's operations and identifies cost-savings measures.
- b. Manage the Operations Agreement.
- c. Review Barton's operations to determine whether efficiencies may be obtained and whether Barton's financial position may be enhanced through restructuring rates and/or finances.
- d. Manage Barton's relationship with Efficiency Vermont to provide tailored access to efficiency and electrification programs.
- e. Provide Village Manager Services as set forth above.

3. Obligations of Barton.

Barton shall provide VPPSA with true and correct information relating to all functions for which VPPSA has responsibility hereunder, and shall not take any action to interfere with VPPSA's performance of its duties hereunder. In addition, Barton shall retain current staff positions that provide services to the electric department part-time or are shared with other Barton departments including, without limitation, a hydroelectric plant operator and two (2) clerks. These staff members shall continue to be employees of Barton and shall report to the responsible individual designated by VPPSA.

4. Additional Agreements of VPPSA.

VPPSA agrees that at all times during the term of this Agreement it shall, to the extent Barton has adequate funds therefor:

- (a) Do nothing, and permit nothing to be done (which is within the control of VPPSA), which will or might cause Barton to operate its electric department in an improper or illegal manner.
- (b) Not cause a default in any of the terms, conditions and obligations of any of the contracts and other agreements of Barton.

(c) Maintain its legal existence in the State of Vermont and comply fully with all laws respecting its formation, existence, activities and operations.

5. Staffing.

VPPSA's Member Support Advisor will be the primary contact with Barton responsible for overall coordination of electric department operations, including ensuring proper management of Barton staff and third-party service providers. An alternate VPPSA staff person may be designated as primary contact as VPPSA deems appropriate, after consultation with the Trustees. VPPSA's General Manager shall dedicate sufficient time to Barton to assist the Trustees with financial, capital planning and broader management functions for the electric department. Other VPPSA staff and contractors will be made available as needed, although most services by other VPPSA staff are anticipated to be accommodated within Barton's existing VPPSA membership arrangement. To the extent VPPSA staff is required to provide services beyond those provided as part of Barton's membership arrangement, such services will be documented and reported to the Trustees.

Both the Barton and VPPSA policies and procedures will be amended as necessary to provide proper financial controls under this agreement.

VPPSA's will strive to utilize virtual or remote functionality to the extent possible in the provision of the services delineated in the agreement. The VPPSA Member Support Advisor, or alternately assigned primary contact, shall use their best judgement in determining when VPPSA staff onsite presence is necessary to provide services.

6. Compensation.

a. Base Compensation

During the term of this contract VPPSA personnel and contractors will document any tasks completed outside of the services Barton receives under its normal VPPSA membership, and Barton shall pay VPPSA a fee of \$85 per hour for any such services. Charges will be billed monthly and will be separate and distinct from any member related billings. The hourly rate may be increased by up to three percent (3%) annually on the anniversary of the effective date during the term of this Agreement at VPPSA's discretion.

b. Expenses

During the term of this contract Barton shall reimburse VPPSA for all reasonable and necessary out-of-pocket business and travel expenses incurred by it in the performance of its duties and responsibilities hereunder, subject to Barton's normal policies and procedures for expense verification and documentation.

7. Term of Agreement; Termination of Rights.

(a) The term of this Agreement shall commence on upon the Effective Date, and expire, unless terminated or extended in writing, two years from that date.

(b) Upon an Event of Default as set forth in this subsection, Barton may, at its option, upon ten (10) days' written notice to VPPSA terminate this Agreement (if such default is not cured within such ten (10) day period or such longer period as required to effect a cure if a cure is commenced within 10 days and diligently prosecuted): (i) if VPPSA shall violate any material provision of this Management Agreement; (ii) if VPPSA shall violate or be in material breach of any provision, representation, warranty, covenant or undertaking herein; or (iii) if VPPSA (a) makes an assignment for the benefit of creditors, (b) is adjudicated as bankrupt, (c) files or has filed against it any bankruptcy, reorganization, liquidation or similar petition or any petition seeking the appointment of a receiver, conservator or other representative, or (d) proposes a composition arrangement with creditors. The date on which this Agreement is terminated pursuant to Section 7(a) above or this Section 7(b) is hereinafter referred to as the "Expiration Date".

8. Indemnification.

(a) VPPSA shall indemnify, defend and hold harmless Barton and its officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to the operation of the electric department by VPPSA, its affiliates, agents, servants and/or employees during the term of this Agreement, except for Losses arising from Barton's negligence or willful misconduct. The obligations set forth in this Section 8(a) shall survive for a period of one (1) year following the Expiration Date. VPPSA's obligations under this Section 8(a) shall not apply to its Village Manager services.

(b) Barton shall indemnify, defend and hold harmless VPPSA and its officers, directors, employees, and agents, against and in respect of any and all Losses arising out of or due to the operation of the electric department by Barton, its affiliates, agents, servants and/or employees prior to the commencement of the term of this Agreement. The obligations set forth in this Section 8(b) shall survive for a period of one (1) year following the Expiration Date.

(c) If a party entitled to indemnification (the "Indemnitee") receives notice of any claim or the commencement of any action or proceeding with respect to which a party is obligated to provide indemnification (the "Indemnifying Party") pursuant to subsections (a) and (b) of this Section, the Indemnitee shall promptly give the Indemnifying Party notice thereof (Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the Indemnifying Party under the provisions for indemnification contained in this Agreement. Except as provided below, the Indemnifying Party may compromise, settle or defend, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, any such matter involving the asserted liability of the Indemnitee. In any event, the Indemnitee, the Indemnifying Party and the Indemnifying Party's counsel shall cooperate in the compromise of, or defense against, any such

asserted liability. If the Indemnifying Party provides the Indemnitee a defense to a third-party claim at the Indemnifying Party's cost with a qualified attorney, Indemnitee may participate and/or monitor the defense with an attorney of the Indemnitee's selection (at the Indemnitee's own expense). Provided that the Indemnifying Party pays for the full cost of the settlement of any claim, the Indemnifying Party may settle any claim without the consent of the Indemnitee. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense.

9. Additional Provisions.

(a) This Agreement sets forth the entire understanding and agreement among the Parties with reference to the subject matter hereof and may not be modified, amended, discharged or terminated except by a written instrument signed by the Parties.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Vermont applicable to agreements made, delivered and to be performed within such State.

(c) This Agreement may not be assigned by Barton or VPPSA without the express written consent of the other party, not to be unreasonably conditioned, withheld or delayed.

(d) All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective authorized successors and assigns. Except for affiliates of Barton and VPPSA and their respective officers, directors, employees and agents, no person other than the Parties shall be a third-party beneficiary of this Agreement or have any rights hereunder.

(e) No failure on the part of any Party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other rights, power or remedy.

(f) No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued without advance approval of the form and substance thereof by both VPPSA and Barton.

(g) Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be instituted in any State or Federal court located in the State of Vermont, and each Party waives any objection which such Party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding. Any and all service of process and any other notice in any such action, suit or proceeding shall be effective against any Party if given by registered or certified mail, return receipt requested, or by any other means of mail which requires a signed receipt, postage prepaid, mailed to such Party as herein provided. Nothing herein contained shall be deemed to affect the right to any Party to service of process in any other manner permitted by law.

(h) If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(j) The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(k) VPPSA, at all times, shall be independent of Barton. Nothing contained herein shall be deemed to make or render Barton a partner, co-venturer or other participant in the business or operations of VPPSA (except as a member of VPPSA), or in any manner to render Barton liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of VPPSA. Similarly, nothing contained herein shall be deemed to make or render VPPSA a partner, co-venturer or other participant in the business or operations of Barton, or in any manner to render VPPSA liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Barton.

[Remainder of page intentionally left blank]

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

Signed this ____ day of _____ 2023.

VERMONT PUBLIC POWER SUPPLY AUTHORITY

Kenneth A. Nolan, General Manager

BARTON VILLAGE, INC.

Regina Lyon, Chair, Board of Trustees

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made as of ____ day of ~~April~~~~February~~ 2023~~1~~, and effective as of February 19, 2023~~1~~ ("Effective Date"), by and between BARTON VILLAGE, INC., a municipal corporation existing under Vermont law ("Barton"), and VERMONT PUBLIC POWER SUPPLY AUTHORITY, a body politic and corporate and a public instrumentality of the State of Vermont ("VPPSA")~~(each a "Party" and collectively the "Parties").~~

RECITALS

WHEREAS, Barton ~~and desires to engage~~ VPPSA ~~are Parties to a Management Services Agreement (now expired) effective February 19, 2021, pursuant to which VPPSA manages Barton's~~ ~~its~~ electric department, ~~and VPPSA desires to operate and manage Barton's electric department~~ on the terms set forth ~~therein; and~~

WHEREAS, the Parties also have entered into an Operational Services Agreement dated October 25, 2022 ("Operations Agreement"), which remains in effect and pursuant to which VPPSA operates Barton's electric system; and

WHEREAS, Barton desires to continue to engage VPPSA to operate and manage Barton's electric department and VPPSA desires to continue to provide those services; and

WHEREAS, Barton presently does not have a Village Manager and desires to engage VPPSA to provide those services until such time that the Barton Board of Trustees ("Trustees") retains the services of a Village Manager, and VPPSA is willing and able to provide Village Manager Services as well, all in accordance with the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and intending to be legally bound hereby, the ~~Parties hereby agree as follows: parties hereto hereby agree as follows:~~

1. Appointment of Manager.

VPPSA shall provide management and operational support services to Barton for its electric department, as hereinafter provided, and shall assign a primary individual responsible for these activities. VPPSA's services shall also pertain to other Barton non-electric operations to the extent that doing so facilitates efficient electric department operation and is requested by Barton. Barton, acting by and through its ~~Board of Trustees (the "Trustees")~~, shall continue to own and retain overall control over, and be responsible for strategic policy level decisions concerning, the electric department. In addition, VPPSA will provide Barton with Village Manager Services as set forth in the job description appended hereto as Attachment A and 24 V.S.A. § 1236 until such time that the Trustees retain the services of a Village Manager, determine that VPPSA's services as Village Manager are no longer required, or expiration of this Agreement, whichever occurs first.

2. Management Services.

Commencing on the effective date of this Agreement, VPPSA will provide, supply and render such management and operational support services as are necessary to provide day-to-day management and operation of Barton's electric department. These services will be provided through a combination of VPPSA's General Manager and ~~Member Support Advisor~~ Controller, existing Barton personnel, other VPPSA staff and VPPSA contractors. In addition, VPPSA's Member Support Advisor will serve as Barton's Village Manager as noted above. As more specifically described below, VPPSA shall:

- a. Supervise, manage and direct all Barton personnel in the performance of services for the electric department, including without limitation the maintenance and operation of Barton's hydroelectric facility, meter reading/maintenance, customer service, customer account maintenance, accounts payable/receivable, and annual financial audit. These tasks may be modified, with the approval of the Barton Trustees, as VPPSA evaluates Barton's operations and identifies cost-savings measures.
- b. Manage ~~the Operations Agreement~~ Barton's contract with Vermont Electric Cooperative ("VEC") for field services as necessary to ensure efficient operation and accurate billing.
- c. Review Barton's operations to determine whether efficiencies may be obtained and whether Barton's financial position may be enhanced through restructuring rates and/or finances.
- d. Manage Barton's relationship with Efficiency Vermont to provide tailored access to efficiency and electrification programs.
- e. Provide Village Manager Services as set forth above ~~support to other Barton departments as may be required to facilitate efficient village operations.~~

3. Obligations of Barton.

Barton shall provide VPPSA with true and correct information relating to all functions for which VPPSA has responsibility hereunder, and shall not take any action to interfere with VPPSA's performance of its duties hereunder. In addition, Barton shall retain current staff positions that provide services to the electric department part-time or are shared with other Barton departments including, without limitation, a hydroelectric plant operator, ~~a meter reader,~~ and two (2) clerks. These staff members shall continue to be employees of Barton and shall report to the responsible individual designated by VPPSA.

~~Barton shall designate VPPSA as the primary contact for VEC in regard to the contract Barton has entered with VEC for field services. VPPSA will manage the VEC contract on Barton's behalf to ensure that services are performed as agreed, and that the VEC billings are accurate.~~

4. Additional Agreements of VPPSA.

VPPSA agrees that at all times during the term of this Agreement it shall, to the extent Barton has adequate funds therefor:

(a) Do nothing, and permit nothing to be done (which is within the control of VPPSA), which will or might cause Barton to operate its electric department in an improper or illegal manner.

(b) Not cause a default in any of the terms, conditions and obligations of any of the contracts and other agreements of Barton.

(c) Maintain its legal existence in the State of Vermont and comply fully with all laws respecting its formation, existence, activities and operations.

5. Staffing.

VPPSA's ~~Member Support Advisor~~Controller will be the primary contact with Barton responsible for overall coordination of electric department operations, including ensuring proper management of Barton staff and third-party service providers. An alternate VPPSA staff person may be designated as primary contact as VPPSA deems appropriate, after consultation with the Trustees. VPPSA's General Manager shall dedicate sufficient time to Barton to assist the Trustees with financial, capital planning and broader management functions for the electric department. Other VPPSA staff and contractors will be made available as needed, although most services by other VPPSA staff are anticipated to be accommodated within Barton's existing VPPSA membership arrangement. To the extent VPPSA staff is required to provide services beyond those provided as part of Barton's membership arrangement, such services will be documented and reported to the Trustees.

~~VPPSA will implement procedures to segregate the Controller from approving the preparation of VPPSA invoices submitted to Barton.~~ Both the Barton and VPPSA policies and procedures will be amended as necessary to provide proper financial controls under this agreement.

VPPSA's will strive to utilize virtual or remote functionality to the extent possible in the provision of the services delineated in the agreement. The VPPSA ~~Member Support Advisor~~Controller, or alternately assigned primary contact, shall use their best judgement in determining when VPPSA staff onsite presence is necessary to provide services.

6. Compensation.

a. Base Compensation

During the term of this contract VPPSA personnel and contractors will document any tasks completed outside of the services Barton receives under its normal VPPSA membership, and Barton shall pay VPPSA a fee of \$85 per hour for any such services. Charges will be billed monthly and will be separate and distinct from any member related billings. The hourly rate may be increased by up to three percent (3%) annually on the anniversary of the effective date during the term of this Agreement at VPPSA's discretion.

b. Expenses

During the term of this contract Barton shall reimburse VPPSA for all reasonable and necessary out-of-pocket business and travel expenses incurred by it in the performance of its duties and responsibilities hereunder, subject to Barton's normal policies and procedures for expense verification and documentation.

7. Term of Agreement; Termination of Rights.

(a) The term of this Agreement shall commence on upon the Effective Date, and expire, unless terminated or extended in writing, two years from that date.

(b) Upon an Event of Default as set forth in this subsection. Barton may, at its option, upon ten (10) days' written notice to VPPSA terminate this Agreement (if such default is not cured within such ten (10) day period or such longer period as required to effect a cure if a cure is commenced within 10 days and diligently prosecuted): (i) if VPPSA shall violate any material provision of this Management Agreement; (ii) if VPPSA shall violate or be in material breach of any provision, representation, warranty, covenant or undertaking herein; or (iii) if VPPSA (a) makes an assignment for the benefit of creditors, (b) is adjudicated as bankrupt, (c) files or has filed against it any bankruptcy, reorganization, liquidation or similar petition or any petition seeking the appointment of a receiver, conservator or other representative, or (d) proposes a composition arrangement with creditors. The date on which this Agreement is terminated pursuant to Section 7(a) above or this Section 7(b) is hereinafter referred to as the "Expiration Date".

8. Indemnification.

(a) VPPSA shall indemnify, defend and hold harmless Barton and its officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to the operation of the electric department by VPPSA, its affiliates, agents, servants and/or employees during the term of this Agreement, except for Losses arising from Barton's negligence or willful misconduct. The obligations set forth in this Section 8(a) shall survive for a period of one (1) year following the Expiration Date. VPPSA's obligations under this Section 8(a) shall not apply to its Village Manager services.

(b) Barton shall indemnify, defend and hold harmless VPPSA and its officers, directors, employees, and agents, against and in respect of any and all Losses arising out of or due to the operation of the electric department by Barton, its affiliates, agents, servants and/or employees prior to the commencement of the term of this Agreement. The obligations set forth in this Section 8(b) shall survive for a period of one (1) year following the Expiration Date.

(c) If a party entitled to indemnification (the "Indemnitee") receives notice of any claim or the commencement of any action or proceeding with respect to which a party is obligated to provide indemnification (the "Indemnifying Party") pursuant to subsections (a) and (b) of this Section, the

Indemnitor shall promptly give the Indemnifying Party notice thereof (Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the Indemnifying Party under the provisions for indemnification contained in this Agreement. Except as provided below, the Indemnifying Party may compromise, settle or defend, at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, any such matter involving the asserted liability of the Indemnitor. In any event, the Indemnitor, the Indemnifying Party and the Indemnifying Party's counsel shall cooperate in the compromise of, or defense against, any such asserted liability. If the Indemnifying Party provides the Indemnitor a defense to a third-party claim at the Indemnifying Party's cost with a qualified attorney, Indemnitor may participate and/or monitor the defense with an attorney of the Indemnitor's selection (at the Indemnitor's own expense). Provided that the Indemnifying Party pays for the full cost of the settlement of any claim, the Indemnifying Party may settle any claim without the consent of the Indemnitor. If the Indemnifying Party chooses to defend any claim, the Indemnitor shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense.

9. ~~Hydro Plant Review~~

~~During the term of this Agreement VPPSA will evaluate whether Barton's debt service status could be improved by moving ownership of the Barton hydro facility to VPPSA with Barton retaining rights to the facility output through a Power Sales Agreement. Such evaluation will be done under the auspices of Barton's membership in VPPSA and any associated VPPSA staff time shall not be billed to Barton outside of its membership dues.~~

~~VPPSA's analysis and recommendation will be presented to both the VPPSA Board of Directors and the Barton Trustees for their consideration.~~

~~10. Additional Provisions.~~

(a) This Agreement sets forth the entire understanding and agreement among the ~~Pparties hereto~~ with reference to the subject matter hereof and may not be modified, amended, discharged or terminated except by a written instrument signed by the ~~Pparties hereto~~.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Vermont applicable to agreements made, delivered and to be performed within such State.

(c) This Agreement may not be assigned by Barton or VPPSA without the express written consent of the other party, not to be unreasonably conditioned, withheld or delayed.

(d) All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the ~~Pparties hereto~~ and their respective authorized successors and assigns. Except for affiliates of ~~the~~ Barton and VPPSA and their respective officers, directors, employees and agents, no person other than the ~~Pparties hereto~~ shall be a third-party beneficiary of this Agreement or have any rights hereunder.

Commented [WE1]: Is this still applicable? If not, delete.

(e) No failure on the part of any Pparty hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other rights, power or remedy.

(f) No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued without advance approval of the form and substance thereof by both VPPSA and Barton.

(g) Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be instituted in any State or Federal court located in the State of Vermont, and each Pparty waives any objection which such Pparty may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding. Any and all service of process and any other notice in any such action, suit or proceeding shall be effective against any Pparty if given by registered or certified mail, return receipt requested, or by any other means of mail which requires a signed receipt, postage prepaid, mailed to such Pparty as herein provided. Nothing herein contained shall be deemed to affect the right to any Pparty to service of process in any other manner permitted by law.

(h) If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(j) The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(k) VPPSA, at all times, shall be independent of Barton. Nothing contained herein shall be deemed to make or render Barton a partner, co-venturer or other participant in the business or operations of VPPSA (except as a member of VPPSA), or in any manner to render Barton liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of VPPSA. Similarly, nothing contained herein shall be deemed to make or render VPPSA a partner, co-venturer or other participant in the business or operations of Barton, or in any manner to render VPPSA liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Barton.

[Remainder of page intentionally left blank]

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

Signed this ___ day of _____ 20230.

VERMONT PUBLIC POWER SUPPLY AUTHORITY

Kenneth A. Nolan, General Manager

BARTON VILLAGE, INC.

~~Nathan Sieard~~ _____, President, Board of Trustees

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: April 10, 2023
Subject: Village Manager – Job Description and Advertisement
Agenda#: **Agenda Item I**

The Village does not currently have a Village Manager. In an effort to provide stability, cohesiveness and leadership within the Village, the Board of Trustees, the staff and the community, I recommend that the Board consider hiring a Village Manager.

An updated job description for the position of “Village Manager” is attached for your review and approval.

If the Board approves the job description and the action to move forward with hiring a Village Manager, the position advertisement is attached for your information.

Proposed Motion: Motion to approve the job description for the position of “Village Manger” and proceed with advertising for the position.

Barton Village, Inc.

17 Village Square

PO Box 519

Barton, Vermont 05822

(802) 525-4747

Job Description

Position Title: Village Manager

Employee Classification: FLSA Exempt (Non-Collection Bargaining Unit Position)

Pay Range: Based on Qualifications and Employment Status

Report To: Village Board of Trustees

GENERAL SUMMARY:

The Village Manager will oversee all daily operations for Barton Village. This shall include: directing and administering all departments of the Village - Office (Administrative), Water, Wastewater, Highway and Electric operations. This position will work closely with the Board of Trustees in carrying out the operational duties, creating budgets, developing short and long-term strategies, crafting policies and procedures, capital planning and all activities that ensure the Village is meeting Federal and State regulations.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:

- Directly interacts with the Board of Trustees to inform and advise on all regulatory, financial, and operational matters impacting the Village.
- Creates agenda, prepares materials and attends the Barton Village Board of Trustees meetings.
- Manages staff in all departments - Village, Office, Highway, Water, Wastewater and Electric.
- Ensures highway, electric, water, and sewer operations are in compliance with all town and village ordinances/policies and applicable Federal, State, Municipal statutes, guidelines, rules regulations and public utility principles/practices.
- Manages compliance with Public Utility Commission electric regulations, FERC hydro license conditions, State Wastewater Treatment Facility's discharge permit, and State Water permits.
- Maintains solid relations with state, regional, and federal regulatory agencies and other industry participants and organizations.
- Monitors department purchases and approves as applicable.
- Work in conjunction with Administrative staff to produce financial reports on a quarterly basis or more often as requested by the Board of Trustees.
- Approve all payroll, accounts payable and journal entries created by the finance or other administrative staff.

Barton Village, Inc.

17 Village Square

PO Box 519

Barton, Vermont 05822

(802) 525-4747

- Ensure fiscal integrity of the Village through effective financial management and planning by interacting with staff, financial advisors, investment bankers, auditors, legal counsel, and other professionals on financings, credit ratings, or other financial matters, and monitors with appropriate oversight the work of all those professionals engaged by the Village.
- Coordinate with the Board and finance department to submit annual operating budget, capital budget, and forecasted five-year budget.
- Monitor Federal and State agencies for availability of grant money for projects directly relating to Barton Village infrastructure and enhancements pertaining to the municipality. Identify grant opportunities and other funding sources. Prepare grant applications, facilitates process, and supervises the administration of such.
- Build and maintain a culture of proactivity and compliance with all aspects of cybersecurity.
- Work closely with the Vermont Public Power Supply Authority (VPPSA) on rate cases, regulatory reporting, power supply and other activities as applicable.
- At the Board's discretion, accept appointments to serve on the VPPSA Board of Directors and other industry-related Boards.
- Travel regionally and nationally to attend relevant meetings, and conferences as appropriate to advance and protect the interests of the Village.
- Prepare for, plan, negotiate and implement collective bargaining agreement terms, policies, agreements, and procedures with IBEW Local 300.
- Perform other related duties as required/assigned.

SUPERVISION RECEIVED:

Receives supervision from the Barton Village Board of Trustees, while exercising individual and independent judgement.

SUPERVISION EXERCISED:

- As Village Manager: directly responsible for all the affairs of the Village as provided in Chapter 37, Title 24, Vermont Statutes Annotated.

Barton Village, Inc.

17 Village Square

PO Box 519

Barton, Vermont 05822

(802) 525-4747

- Maintain accountability directly or indirectly through subordinate managers for all Village staff. Carry out supervisory responsibilities per Village policies, regulations, and applicable laws. Interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS AND EXPERIENCE:

- Bachelor's degree with a major field of emphasis in business administration, engineering, or similar field of expertise.
- Knowledge of municipal electrical, water, wastewater and highway systems, and familiarity with local, state, and federal government procedures.
- Five years of experience in managing or supervisory roles.
- Ability to motivate and lead people and hold team members accountable.
- Excellent analytical, problem solving and organizational skills.
- Ability to work independently and handle multiple projects.
- Strong planning and prioritization skills.
- Exceptional communication, collaboration, and delegation skills.
- Ability to meet and work with the public and fellow employees and to diffuse contentious issues.
- Knowledge in the preparation and analytical review of income statements, changes in financial condition and balance sheets.
- Must be fluent in computer usage, particularly in the use of Microsoft Products and Adobe, copier, fax machines, telephone systems and voice radio.

TERMS OF EMPLOYMENT:

- This is a salaried position, with the salary set by the Board of Trustees and benefits in accordance with the Barton Village Personnel Policy.
- By virtue of its nature, the position is considered always on call.
- This position may require working hours beyond what may be perceived to be an average workday/week.
- The Village Manager's employment with Barton Village is an at-will position.

Barton Village
Village Manager Position

Barton Village is seeking a community-oriented team leader for the position of Village Manager. This position is responsible for the daily operations of the municipality, including the direction and administration of all departments of the Village including Highway, Electric, Water and Wastewater. The Village Manager will also assist the Village Trustees in developing policies for the general direction of Village affairs and/or long-range planning for the Village.

Qualified candidates should have a minimum of five years of responsibility in a leadership role and/or supervisory role, or equivalent education and experience in a public utility or comparable environment. A Bachelor's degree in business or engineering, or experience in a related field, preferably municipal management is preferred. Knowledge of municipal electrical, water, wastewater and highway systems and familiarity of local, Vermont and Federal governmental and regulatory procedures is preferred.

This salaried position will range from 25-40 hours per week and individuals who may want to work in a part-time capacity are encouraged to apply. Barton Village offers a competitive salary and benefits package. For a complete job description, visit our website at Bartonvt.com. For consideration, please submit a cover letter, resume and three professional references with salary expectations to Barton Village, Attn: Crystal Currier, PO Box 519, Barton, Vermont 05822, or email to ccurrier@vppsa.com no later than 4:00 PM on May 1st, 2023. This position will be open until filled. The Village is an equal opportunity employer.

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: April 10, 2023
Subject: Pageant Park Caretakers Service Agreement
Agenda#: Agenda Item #J

Pageant Park opens on Memorial Day. In 2022 Terry and John Madden were the caretakers of Park and it was a successful season. I have spoken to the Madden's and they are interested in serving as the Caretakers of the Park for the 2023 season.

Over the last couple of years, there has been no "official" agreement between the Caretakers and the Village. In an effort to establish the responsibilities of both parties so that everyone is on the same page, I drafted a "Caretakers Service Agreement" to cover the 2023 Season. This agreement has been reviewed by legal counsel.

Proposed Motion:. Motion to enter into the Caretaker's Service Agreement as presented, with Theresa & John Madden as the Caretakers, at a rate paid per week of \$_____.

Pageant Park Caretakers Service Agreement 2023 Season

This CARETAKERS SERVICES AGREEMENT ("the Agreement") is made this 10th day of April, 2023, effective as of May 15, 2023, by and between Theresa & John Madden ("Caretakers"), and Barton Village, Inc., a municipal corporation existing under Vermont law ("Barton").

Whereas, Barton desires to engage the Caretakers to oversee the Pageant Park Operations, and the Caretakers desire to provide such services as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representation and warranties contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. Caretakers Responsibilities:

- Maintain Gate Admissions
- Maintain schedule of campsite bookings.
- Enforce park rules. Rules should be posted by the gate and provided to overnight campers.
- Maintain Contact with Village Office staff related to issues or questions regarding the maintenance and/or managing of the park.
- Contacting Vermont State Police of violations other than park rules (destruction of Park property, disturbances that caretakers cannot control, etc.)
- Maintain bathhouse - requires a thorough cleaning each morning, and periodic checks throughout the day to ensure cleanliness.
- Maintain Beach Area- rake and clean as needed to maintain cleanliness of the beach. (Note: glass is a particular concern as it may work itself up to the surface.)
- Clean ashes from grills daily.
- Pick up litter as needed to maintain cleanliness of the park.
- Assist Village employees with installation of water flags, tether ball, horseshoes, etc.
- Maintain records of any equipment loaned to campers.
- Caretakers will be responsible for ensuring a responsible individual is on site to assume their duties in event of their absence.

2. Obligations of Barton:

- The DPW Foreman will oversee the overall running of the Park in conjunction with the caretakers. Periodic visits should be made to assure that the Park continues to be run in a safe and attractive manner.

3. Service Fee:

During the term of this contract Barton Village shall pay a fee in the amount of \$_____ per week for the services provided by the Caretaker. It is agreed by both parties that should any changes in the above responsibilities be necessary, the service fee will be reviewed accordingly.

The Caretaker shall receive one free camping space.

4. **Conditions:**

The caretaker services are contingent upon a successful background check. Any person the Caretaker may designate as a responsible individual to oversee Pageant Park in the Caretaker's temporary absence must also submit to a background check and must be pre-approved by Barton.

5. **Term of Agreement:**

The term of this Agreement shall commence upon the effective date of this agreement and shall expire on September 11, 2023. The Caretaker can terminate this agreement upon a 45-day notice. Barton may terminate this agreement at any time with cause. The following is a non-exhaustive list of examples that may constitute cause for termination: non-completion of responsibilities, negligence or behavior that creates a safety risk for staff or visitors, insubordination, or any behavior within Pageant Park that reflects poorly on the image of Barton Village etc.

6. **Indemnification:**

The Caretaker agrees to indemnify and hold harmless and defend Barton and its employees, officials, agents and representatives from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, The Caretaker's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Caretaker, its officers, employees, agents, subcontractors, licensees, or invitees.

7. **Contractor Relationship:**

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

Caretaker - Theresa Madden

Caretaker - John Madden

Barton Village Trustees

Barton Village, Inc.
 PO Box 519
 Barton, Vermont 05822
 (802) 525-4747

Memorandum

To: Barton Village Board of Trustees
 From: Crystal Currier/Tim Dagesse
 Date: April 10, 2023
 Subject: Wastewater Equipment Purchase/Installation
 Agenda#: **Agenda item #K**

Several weeks ago, the pump in the Sludge Blow Off Pit stopped working. The Plant Operator contacted a local company to look at the pump and as they were trying to determine the extent of the problem, both the pump and the related piping literally fell apart. In a prior engineering report, it was recommended that this pump be replaced in 2008.

The absence of a pump in the Blow Off Pit requires that the Village hire contractors to pump the sludge twice per week at a cost of approximately \$400 per/visit (or approximately \$800/week).

A quote for the purchase of two pumps, one to replace the one noted above, as well as a Decamp pump (also not working) is attached for your review. Given the time to obtain the equipment (arrival in 8-10 weeks), Tim Dagesse authorized the purchase of the two pumps. An additional quote to install one of the pumps is also attached.

Peak Motor & Pump	Two pumps plus parts	\$ 13,491.60
Peak Motor & Pump	Installation of pump and equip X 2	\$ 19,000.00
Total Not to Exceed Cost:		\$32,491.60

Proposed Motion:

Motion to approve the purchase of two pumps, misc parts and installation at a cost not to exceed \$35,000 and to authorize the use of ARPA funds to facilitate this purchase.



164B Yankee Park Road--
Fairfax VT 05454

Sales Order

Date :	Order No. :
3/23/2023	700368

Name / Address	Ship To
Barton Village Inc. 17 Village Square Barton VT 05822 USA C101772	Barton Village Inc. 17 Village Square Barton VT 05822 USA

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB
Sludge / Dewatering pumps	Credit Card	PEAK	3/30/23	Best Way	Vermont

Item	Description	Qty.	Price	Amount
MISC_PUMP	Barmesa Submersible Solids Handling Pump : 3BWSE504DS : 62170166 : 5HP / 460V / 3Ph / 1750RPM / 11A / 40' - 14/4 STOW / 200lbs. / 3" - 125lbs. Flange Horizontal : 2 Vane , Semi Open Impeller : Buna Gaskets and Orings : Double Mechanical Seal - Silicon Carbide vs. Silicon Carbide, Viton Outter / Carbon vs. Ceramic, Buna Inner : 40' Cord : Oil Filled Stator	2	\$4,760.10	\$9,520.20
MISC_PUMP	Barmesa Slide Rail Coupling - SRCH300 : 62170826 : 3" w/ upper guide bracket <input type="checkbox"/> 3" flange, horizontal pump connection. <input type="checkbox"/> 3" Female NPT vertical discharge. <input type="checkbox"/> 3/4", 1" or 1 1/4" stainless steel guide rails required (provided by installer). <input type="checkbox"/> Stress-free rail system. <input type="checkbox"/> Durable cast iron base and lift-out flange.	2	\$1,910.70	\$3,821.40
MISC_PARTS	Trim Impellers : 7.312" diameter	1	\$150.00	\$150.00

Freight to Follow	Total \$13,491.60
-------------------	--------------------------

Sales Check					
Ship to Addr	Delivery Type	PO Check	Qty & Price	Prod Desc.	Rep



Peak

MOTOR & PUMP


164B Yankee Park Road--
Fairfax VT 05454

Quotation

Date :	Quotation No.
3/29/2023	239609

Name / Address	Ship To
Barton Village Inc. 17 Village Square Barton VT 05822 USA	Barton Village Inc. 17 Village Square Barton VT 05822 USA

Estimated Delivery	Terms	Rep	Valid until	Ship Via	FOB
ASAP	Credit Card	PEAK	4/29/2023	Best Way	Vermont

Item	Description	Qty.	Price	Amount
Service_Labor, Onsite	<p>The following is an estimate for the Barton Wastewater center pump station, PHASE 1. This estimate is to enter the structure wit confined space entry, removing sludge, pump, base, rails, discharge pipe, ladder platform/cat-walk, separating discharge lines, from dent/sludge. Installing/replacing existing cast discharge with PVC Sched 80, also replacing ball valve, check valve, base elbow, rails and pump. Only removing "sludge pump" set up. leaving dewater pump, lift out and discharge. This estimate includes all parts, materials, equipment and labor to perform this job, it is however an estimate and subject to change.</p> 	1	\$9,500.01	\$9,500.00

Pumping charges are not included. Barton will need to Hire pump truck for 8 hours.

Total \$9,500.00

Phone #	Fax #	E-mail
802-744-6518	(802) 524-7112	Sales@pmpvt.com

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Carrier
Date: April 10, 2023
Subject: Wastewater Plant Inspection-Infrastructure Upgrades
Agenda#: **Agenda Item #L**

On Wednesday, April 5, 2023, John Merrifield from the State of Vermont visited the wastewater plant to conduct an inspection on the plant and to follow-up on identified areas of concern in the 2008 Engineering report. Also in attendance were Tim Dagesse (plant operator), Crystal Carrier, and Gina Lyon.

Tim did a great job going over the plant, improvements that have been accomplished and areas of concern. Mr. Merrifield was receptive to the Village's concerns but expressed concern that most of the items in the 2008 plant have not been addressed and that the overall condition of the plant needs significant upgrades to continue adequate operations.

Tim Dagesse will be present at the meeting to provide his insights on the meeting and future upcoming items.

On a high level, the following items are high on the priority list.

- Respond to the RFQ recently advertised – respondents due 04/21/2023
 - Make decision on Engineer – Board Meeting 04/24/2023
- Schedule Engineer work ASAP – Project scope
- Work with State of Vermont Revolving Loan Fund and USDA to obtain grant funding
- Look into other financing as needed
- Review existing 2008 Engineers Report to address prior concerns not included in RFQ process

Proposed Motion: NONE

Barton Village, Inc.
PO Box 519
Barton, Vermont 05822
(802) 525-4747

Memorandum

To: Barton Village Board of Trustees
From: Crystal Carrier
Date: April 10, 2023
Subject: Management/Staff Reports; Upcoming Items
Agenda#: **Agenda Item #M**

Personnel:

- Andy Sicard has advertised for the Temporary/Seasonal Help position. Recommendations forthcoming.
- Crystal Carrier is developing a job position to assist with GIS data collection for the electric utility. Hoping to find a college student willing to primarily do field survey and data collection.
- IBEW Contract – the current contract expired on 12/31/2022. I hope to have a revised draft for your approval at the next Board Meeting.

ARPA Funding

A general overview of the ARPA [American Rescue Plant Act] funding received and expended is below:

1. The Village has received a total of \$192,255 in ARPA funds.
2. To date (through 12/31/2022), allocations have totaled \$54,092.
 - a. Storage Facility Box
 - b. Water-Valve Replacement/Blower Project
 - c. Water- Analytics Upgrade
 - d. Water – Scada Upgrade
 - e. Wastewater-Influent Flow Meter
3. 02/27/2023 Board Meeting – committed \$16,151 for Sludge Pump at the Wastewater Plant.
4. Remaining ARPA Funds available = \$122,012
5. Working on the annual reporting due by end of April.

Office Equipment/Computers:

Mailing Machine/Sorter – The Board approved the purchase of an office mail machine/sorter/insertor at the last meeting. However, Gina Lyon was able to obtain an existing machine that the North Country Hospital was disposing of and they were willing to donate it to the Village. The machine is not up and running yet but hope to soon. Thanks to Gina for this find!

Computer Hardware – the software on the current computer server that houses all the NMERC files as well as the Village shared files will no longer be supported this summer (hardware hasn't been supported for several years). I am planning to move the NMERC software to a Cloud version that NMERC offers. The cost of the Cloud version is \$10/mo/per user; approximately \$360/annually and will allow us to purchase a lower cost computer server (\$3k vs \$8-10k) to house the shared files.

Highway Department

Planning to have Andy Sicard at the meeting on April 24th to go over Highway projects, including:

- Summer Paving
- Salt/Sand Shed Project
- Stormwater updates

Water Department

- Planning to have Lucas DiMauro at the meeting on May 8th to go over his project list and any other items related to the Water plant that are needed.
- Review of Water rates

Hydro Plant

Capital Upgrades

- Roof Replacement – COMPLETE
- Generator Repairs – almost complete
- Regulator – new issue that arose during the storm the week of April 3rd
- Penstock – major upgrade will require financing (village vote and PUC approval)

Electric:

Rate Case

- Surcharge will be implemented in May billing
- May require refund if full rate not granted by PUC
- Rate Case Schedule forthcoming- May-October

IRP [Integrated Resource Plan]

- VPPSA Filed on 03/05/2023
- Need to determine next steps

High Street Site Investigation & Remediation

- Meeting held on March 22nd
- Site Investigation provided by VHB 01/26/2022
- Supplemental Investigation Work Plan provided by VHB 07/12/2022
- Testing scheduled for May, reports late summer
- Contract balance - \$75k (not expended)

Consulting – ESS Contract
VPPSA Board Appointment

Misc Items:

BMB HVAC System –

- Board approved assessment at end of January 2023 Marc Nadeau
- Generators – no contract

Financial Review – March 24th