

Barton Village, Inc.
Regular Trustees Meeting

Monday, July 24, 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. VPPSA Operational Contract [Potential Executive Session 1 V.S.A. §§ 313 (a)(1)(A)]
- E. Minutes from Special Board of Trustees Meeting July 6, 2023
- F. Minutes from Regular Board of Trustees Meeting July 10, 2023
- G. Minutes from Special Board of Trustees Meeting July 17, 2023
- H. Financial Reports for period ending June 30, 2023
- I. Letters to the Board – Various Requests
- J. Personnel Policy
- K. Rental Agreements

DISCUSSION ITEMS:

- L. Pageant Park
- M. VPPSA Membership
- N. Management/Staff Report

OTHER ITEMS:

- O. Other Business

EXECUTIVE SESSION ITEMS:

- P. VHB Report [1 V.S.A. §§ 313 (a)(1)(E)]
- Q. Adjourn

Upcoming Meetings:

Special Board Meeting: July 31, 2023

Regular Board Meeting: August 14, 2023

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

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: 07/24/2023
Subject: VPPSA Operational Contract
Agenda: Agenda Item "D"

Ken Nolan will be present to discuss proposed changes to the VPPSA Operational Services Agreement. Depending on the content of this discussion, this may be an executive session as allowed per 1 V.S.A. § 313 (a)(1)(A).

Proposed Motion: TBD

Barton Village, Inc.
Special Trustees Meeting
Thursday, July 6, 2023
6:00 pm
Barton Village Memorial Building

Attendance:

Gina Lyon (chair), Marilyn Prue, Ellis Merchant, Denis Fortin, Ellen Burt, Scott Morley, Vera LaPorte, Crystal Carrier

MINUTES

- A. Call to Order: 6:00 pm by Gina Lyon
- B. Personnel Interviews:

Gina made a motion to enter executive session for the purpose of conducting interviews for the Business manager position as allowed under 1 V.S.A. §§ 313 (3). Denis Fortin was invited to attend the executive session.

The motion was seconded by Marilyn and the Board entered executive session at 6:02 pm.

The Board came out of executive session at 9:05 p.m. No action was taken.

- C. Other Business: None
- D. Meeting adjourned at 9:05 p.m.

Date of Next Regular Board Meeting: July 10, 2023

Submitted by Regina (Gina) Lyon, Board Chair

Attested by Shelia Martin, Village Clerk

Barton Village, Inc.
Regular Trustees Meeting

Monday, July 10, 2023

6:00 pm

Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Ellis Merchant, Marilyn Prue, Nate Sicard, Crystal Currier (via Zoom) Mark Nadeau (Nadeau's Plumbing & Heating), Ed Barber (Newport Daily News), Dave Billado, Jacqueline Laurion (Clerk)

Minutes

- A. **Call to Order:** 6:01PM by Gina Lyon
- B. **Changes to the Agenda/Additions or Deletions:** Adding Mr. Nadeau to speak about the Municipal Building boiler. Changed agenda and moved OTHER ITEMS to the top of the agenda so Mr. Nadeau could advise Trustees of boiler situation.
- C. **Other Items: (Moved from M)** Current steam boiler is red tagged and not repairable. Steam boilers are very hard to come by. Mr. Nadeau has offered a few options pertaining to zones in the building. Hall, Office, Theater, American Legion rooms, and garage. If changed to Oil boilers, they can install by fall. Steam boiler may not be available until after September. The conversation turned to grant funding or any state incentive programs to help assist with the funding for a new boiler.
- D. **Privilege of the Floor:** Nate Sicard presented a flash drive to the Trustees for the projects he has worked on over his tenure as Chair to the Board Trustee for Barton Village. He was sent a letter asking for assistance with a few open projects that the former Trustees were involved in. He provided context to a few former projects and current ones that he was working on prior to March of 2023.

ACTION ITEMS:

- E. **Minutes from Regular Board of Trustees Meeting June 12, 2023** – Updated June 12th minutes have been amended to correct Sunrise Avenue. It was listed as Sunset Road in error. Motion made by Gina to accept the amended minutes and Marilyn 2nd the motion. The motion was approved.
- F. **Minutes from Regular Board of Trustees Meeting June 26, 2023** – No updates needed. Marilyn motioned to approve the minutes as submitted, Ellis 2nd the motion and the motion was approved
- G. **2023 Tax Assessments** – Marilyn motioned to accept the taxes to be collected for 2023 as voted on by Village voters in March of 2023. Ellis 2nd the motion and all approved. All three Trustees signed the letter confirming the 2023 Tax rates.

- H. **CY 2022 Audit:** Marilyn asked Crystal for the Village to bid out the next audit of accounts. Crystal will do so and come back later with some figures. Trustees then reviewed the audit. Marilyn had a few questions, and Crystal was able to review those with her. Marilyn motioned to accept and approve the audit as presented. Gina seconded it. The CY 2022 audit was approved.

DISCUSSION ITEMS:

- I. **Personnel Policy** – Crystal updated the personnel policy manual to be consistent across the board. The Board reviewed and all agreed with the updates that were made. This came up due to any future part-time hires for the Village.
- J. **ESS Report:** Patty Richards and Chris Recchia submitted a report to the Trustees regarding the options they have regarding the Barton Electric Department. The report is located with the agenda packet loaded on the website for this meeting. The Trustees agreed to hold off on meeting with ESS as the report appeared complete enough to answer any current questions.
- K. **BMB Use of Space:** Barton Memorial Building use policy was reviewed. Further discussion will be held at a future time.
- L. **Management/Staff Report** – 1) IRP- approximately twenty-five questions submitted by the Public Service Department to VPPSA. 2) Office hours for the Village Office on Fridays will be changed from closing at noon to the public on Fridays to staying open till 4pm. 3) Response from the fifteen impacted Village residents has been very low on the notices regarding smoke testing done to sure up the sewer lines on residential properties.

M. **MOVED OTHER ITEMS to C**

EXECUTIVE SESSION ITEMS:

- N. Personnel [1 V.S.A. §§ 313 (a)(3)]

At 7:57 pm, Gina made a motion to enter executive session as allowed under 1 V.S.A. §§ 313 (a)(3) to discuss potential hire of a public employee.

The Board came out of executive session at 8:40 p.m.

Gina Lyon made a motion to offer the Business Manager position to Vera LaPorte and instructed Crystal Currier to work with Ms. Laporte on the terms of employment. It was agreed that the position would include three (3) weeks of vacation rather than the two allowed per the personnel policy. The motion was seconded by Ellis Merchant and the motion was approved. Marilyn Prue abstained.

- O. The meeting was adjourned at 8:45pm

Date of Next Regular Board Meeting: July 24, 2023

Submitted by Regina (Gina) Lyon, Board Chair

Attested by Shelia Martin, Village Clerk

| VILLAGE | | | |
|---------------------------|---------------------------------|------------------------|--|
| Balance Sheet | | | |
| For Period Ending: | | June 30, 2023 | |
| Account | Description | Balance | Notes |
| 12-1-00-012.000 | General Checking | \$ 448,137.11 | |
| 12-1-00-012.050 | Due to / From (CASH) | \$ (174,582.21) | Net = 273,555 |
| 12-1-00-107.000 | CWIP | \$ 2,807.94 | FD/Engine House Bldg Repairs from 2021 |
| 12-1-00-107.050 | CWIP- Del. Tax Property | \$ - | |
| 12-1-00-108.000 | Accumulated Depreciation | \$ (329,726.32) | |
| 12-1-00-128.000 | Defered Outflows-Pension | \$ 9,911.00 | |
| 12-1-00-130.120 | Community / Backhoe | \$ - | |
| 12-1-00-130.130 | Community / Capital Reser | \$ 209,329.35 | |
| 12-1-00-142.400 | Other A/R | \$ - | |
| 12-1-00-143.100 | Other Accounts Receivable | \$ - | |
| 12-1-00-143.200 | Taxes/User Fee Receivable | \$ 524.44 | |
| 12-1-00-143.250 | Taxes/User Fee Interest R | \$ - | |
| 12-1-00-165.100 | Prepaid Expenses | \$ - | |
| 12-1-00-165.200 | Prepaid Insurance | \$ - | |
| 12-1-00-373.000 | Dist. Street Lights | \$ - | |
| 12-1-00-389.000 | Land | \$ 149,989.93 | |
| 12-1-00-390.000 | General Structures and Equip | \$ 805,463.35 | |
| 12-1-00-391.000 | Office Furniture and Equip | \$ - | |
| 12-1-00-392.000 | Transportation Equipment | \$ 19,572.87 | |
| 12-1-15-130.310 | Passumpsic/ FD/Engine House Blg | \$ 41,337.45 | |
| 12-1-23-390.000 | General Structures and Equip-CG | \$ 16,640.40 | |
| Total Assets | | \$ 1,199,405.31 | |
| 12-2-00-221.130 | VT Municipal LN/2015 Ford | \$ - | |
| 12-2-00-228.000 | Defered Inflows-Pension | \$ 37,642.00 | |
| 12-2-00-231.220 | CNB / Revenue Anticipatio | \$ - | |
| 12-2-00-231.600 | People's / 09 Garage Loan | \$ - | |
| 12-2-00-231.700 | VEDA / Bridge 20 and 58 | \$ - | |
| 12-2-00-232.100 | Accounts Payables | \$ - | |
| 12-2-00-232.300 | Accounts Payables-Tax Collector | \$ - | |
| 12-2-00-233.000 | Net Pension Liability | \$ 12,807.00 | |
| 12-2-00-242.000 | Accrued Payroll | \$ - | |
| 12-2-00-242.300 | Accrued Sick Time | \$ 0.36 | |
| 12-2-00-242.350 | Accrued Vacation | \$ 4.28 | |
| 12-2-00-242.400 | Federal Withholding Tax | \$ (53.83) | \$54 ovrrpmt pending refund |
| 12-2-00-242.410 | VT State Withholding Tax | \$ 1,416.40 | Pending pmt on 07/07 |
| 12-2-00-242.420 | FICA/MEDI Withholding Tax | \$ (49.46) | \$49 ovrrpmt pending refund |
| 12-2-00-242.430 | Municipal Retirement With | \$ 3,083.92 | Pending pmt on 07/12 |
| 12-2-00-242.440 | Health Insurance Withhold | \$ 497.52 | Pmt pending |
| 12-2-00-242.450 | Union Dues Withholding | \$ 228.40 | Pmt pending |
| 12-2-00-242.460 | Child Support Withholding | \$ 944.00 | Pmt pending |
| 12-2-00-242.470 | Employee Savings Withhold | \$ - | |
| 12-2-00-253.100 | Deferred Grant Funds | \$ 123,051.19 | ARPA funds (deferred) |
| 12-2-21-235.100 | Key Deposits | \$ 100.00 | |
| 12-2-23-252.000 | Community Garden | \$ 4,539.54 | |
| 12-2-31-235.100 | Customer Deposits | \$ - | Pageant Park Deposits |
| 12-3-00-000.000 | Fund Balance | \$ - | |
| 12-3-00-215.000 | Appropriated Earning | \$ 250,588.68 | |
| 12-3-00-216.000 | Unappropriated Earnings | \$ 797,077.89 | |
| | | \$ 1,231,877.89 | |

| | | | |
|--------------------------------|-------------|----------------------|-------|
| VILLAGE | | | |
| Balance Sheet | | | |
| For Period Ending: | | June 30, 2023 | |
| Account | Description | Balance | Notes |
| Current Year Net Income (Loss) | | \$ (32,472.58) | |
| Total Liabilities & Earnings | | \$ 1,199,405.31 | |
| Variance | | \$ - | |

| VILLAGE | | | | | |
|---|-----------------------------------|----------------------|---------------------|------------------------------|---|
| Profit & Loss Statement | | | | | |
| For Period Ending: June 30, 2023 | | | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 12-4-00-415.200 | Service Bill Labor/Equipm | \$ - | \$ - | 0% | |
| 12-4-00-417.100 | Taxes and User Fees | \$ 65,000.00 | \$ - | 0% | |
| 12-4-00-417.110 | PILOT | \$ - | \$ - | 0% | |
| 12-4-00-417.112 | PILOT - Electric | \$ 13,125.00 | \$ - | 0% | <i>Annual</i> |
| 12-4-00-417.114 | PILOT - StatePark/Dam/Riv | \$ 10,000.00 | \$ (1,270.60) | -13% | <i>Refund to Town</i> |
| 12-4-00-417.120 | Tax and User Fee Interest | \$ 1,000.00 | \$ 238.91 | 24% | |
| 12-4-00-417.140 | Del Tax Collector Fees | \$ 500.00 | \$ 325.81 | 65% | |
| 12-4-00-417.200 | Grant Funds | \$ - | \$ - | 0% | |
| 12-4-00-417.250 | State Street Aid | \$ - | \$ - | 0% | |
| 12-4-00-419.100 | Misc. Interest Income | \$ 200.00 | \$ 3,671.53 | 1836% | <i>Del Prop Redemption Interest \$3,600</i> |
| 12-4-00-419.400 | Bond Interest | \$ - | \$ - | 0% | |
| 12-4-00-421.000 | Misc. Income | \$ - | \$ - | 0% | |
| 12-4-00-421.200 | Gain/Loss on Disposition of Plant | \$ - | \$ - | 0% | |
| 12-4-00-454.000 | Rent Income | \$ - | \$ - | 0% | |
| 12-4-00-454.100 | Rent-Vehicles-Electric | \$ - | \$ - | 0% | |
| 12-4-00-454.101 | Rent-Vehicles-Water | \$ - | \$ - | 0% | |
| 12-4-00-454.102 | Rent-Vehicles-Wastewater | \$ - | \$ - | 0% | |
| 12-4-00-454.103 | Rent-Vehicles-Highway | \$ - | \$ - | 0% | |
| 12-4-13-454.113 | Garage Rent-Highway | \$ 5,000.00 | \$ - | 0% | <i>Annual</i> |
| 12-4-13-454.121 | Garage Rent-Electric | \$ 34,344.00 | \$ - | 0% | <i>Annual</i> |
| 12-4-15-421.000 | FD/Engine House Misc Income | \$ 1,980.00 | \$ 1,155.00 | 58% | <i>EM Brown Lease</i> |
| 12-4-21-421.000 | Misc Income | \$ - | \$ - | 0% | |
| 12-4-21-454.121 | BMB Rent-Electric | \$ 18,309.00 | \$ - | 0% | <i>Annual</i> |
| 12-4-21-454.123 | BMB Rent- Water | \$ 2,304.72 | \$ - | 0% | <i>Annual</i> |
| 12-4-21-454.124 | BMB Rent-Sewer | \$ 2,304.72 | \$ - | 0% | <i>Annual</i> |
| 12-4-21-454.200 | BMB Rent- BASSI | \$ - | \$ - | 0% | |
| 12-4-21-454.300 | BMB Rent- Misc. | \$ 500.00 | \$ - | 0% | |
| 12-4-23-417.200 | Grant Funds-Comm Garden | \$ - | \$ - | 0% | |
| 12-4-31-421.000 | P.Park Revenue | \$ 30,000.00 | \$ 23,294.00 | 78% | |
| 12-4-41-421.000 | Ballfield Revenue | \$ - | \$ - | 0% | |
| 12-4-51-421.000 | Barton River Green Revenues | \$ - | \$ - | 0% | |
| Total Revenues | | \$ 184,567.44 | \$ 27,414.65 | 15% | |
| 12-6-00-403.000 | Depreciation Expense | \$ 26,500.00 | \$ - | 0% | |
| 12-6-00-408.200 | Property Taxes | \$ - | \$ - | 0% | |
| 12-6-00-408.300 | Water/Sewer User Fees | \$ - | \$ - | 0% | |
| 12-6-00-408.400 | Delinquent Property Purch | \$ - | \$ - | 0% | |
| 12-6-00-426.000 | Donations/Appropriations | \$ - | \$ - | 0% | |
| 12-6-00-431.100 | Interest Expense | \$ - | \$ (0.61) | 0% | |
| 12-6-00-431.200 | Finance Charges and Fees | \$ 250.00 | \$ 281.97 | 113% | |
| 12-6-00-596.000 | Dist Maint-Str Light Usag | \$ 9,269.57 | \$ 3,346.15 | 36% | |
| 12-6-00-700.100 | Village DPW Labor | \$ - | \$ - | 0% | |
| 12-6-00-906.100 | Newspaper Ads | \$ 500.00 | \$ 312.55 | 63% | |
| 12-6-00-920.100 | Office Salaries | \$ 2,380.10 | \$ 776.77 | 33% | |
| 12-6-00-920.150 | Employee Training | \$ 100.00 | \$ - | 0% | |
| 12-6-00-920.200 | Elected Official | \$ 966.00 | \$ 966.00 | 100% | |
| 12-6-00-920.250 | Tax Collector Fees | \$ 1,150.00 | \$ 307.21 | 27% | |
| 12-6-00-921.100 | Supplies | \$ 1,750.00 | \$ 1,775.45 | 101% | |
| 12-6-00-921.150 | Village Reports | \$ 50.00 | \$ - | 0% | |
| 12-6-00-921.200 | Computer Expense | \$ 555.00 | \$ 306.96 | 55% | |
| 12-6-00-921.500 | Permits Licenses and Dues | \$ - | \$ - | 0% | |
| 12-6-00-923.100 | Outside Services | \$ 1,200.00 | \$ 402.20 | 34% | |
| 12-6-00-923.200 | Legal Services | \$ 700.00 | \$ 16.75 | 2% | |

| VILLAGE | | | | | |
|---|------------------------------------|--------------------|-----------------|------------------------------|----------------------------------|
| Profit & Loss Statement | | | | | |
| For Period Ending: June 30, 2023 | | | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 12-6-00-923.400 | Audit Services | \$ 1,000.00 | \$ 777.78 | 78% | |
| 12-6-00-924.100 | Property Insurance | \$ - | \$ - | 0% | |
| 12-6-00-924.150 | Boiler/Machinery Insuranc | \$ 1,388.39 | \$ 1,639.22 | 118% | |
| 12-6-00-924.200 | Public Official Insurance | \$ 161.20 | \$ 80.60 | 50% | quarterly |
| 12-6-00-924.300 | Liability Insurance | \$ 55.38 | \$ 27.68 | 50% | quarterly |
| 12-6-00-924.400 | Bond Insurance | \$ - | \$ - | 0% | |
| 12-6-00-924.500 | Vehicle Insurance | \$ 657.48 | \$ 328.74 | 50% | quarterly |
| 12-6-00-924.600 | Unemployment Insurance | \$ 115.37 | \$ 86.52 | 75% | quarterly - includes 1-3 qtr |
| 12-6-00-924.700 | Workers Comp Insurance | \$ 745.00 | \$ 558.75 | 75% | quarterly - includes 1-3 qtr |
| 12-6-00-926.100 | FICA/MEDI | \$ 1,337.93 | \$ 1,726.34 | 129% | |
| 12-6-00-926.200 | Health Insurance | \$ 4,308.15 | \$ 635.32 | 15% | |
| 12-6-00-926.300 | Municipal Retirement | \$ 588.20 | \$ 1,372.36 | 233% | |
| 12-6-00-926.400 | Compensated Absences | \$ 1,390.14 | \$ 214.64 | 15% | |
| 12-6-00-930.000 | Misc. Expense | \$ - | \$ (0.48) | 0% | |
| 12-6-00-930.500 | Transfer to Other Funds | \$ - | \$ - | 0% | |
| 12-6-00-933.200 | Transportation Mileage | \$ - | \$ - | 0% | |
| 12-6-00-933.400 | Truck Maintenance | \$ 500.00 | \$ 1,498.25 | 300% | Burl Com/radio install in pickup |
| 12-6-00-933.500 | Truck Fuel | \$ - | \$ - | 0% | |
| 12-6-13-710.400 | Garage Supplies | \$ 2,000.00 | \$ 760.86 | 38% | |
| 12-6-13-921.400 | Garage - Electric | \$ 2,880.00 | \$ 1,160.81 | 40% | |
| 12-6-13-921.420 | Garage Utilities/Misc | \$ 1,500.00 | \$ 854.34 | 57% | |
| 12-6-13-921.440 | Garage - Heating Fuel | \$ 3,000.00 | \$ 1,701.78 | 57% | |
| 12-6-13-921.460 | Utilities - Water/Sewer | \$ 550.00 | \$ 363.00 | 66% | |
| 12-6-13-923.100 | Outside Services | \$ - | \$ 150.25 | 0% | |
| 12-6-13-924.100 | Property Insurance | \$ 1,400.43 | \$ 770.62 | 55% | quarterly |
| 12-6-15-408.300 | FD/Engine Hs Wr/Swr User Fee | \$ 500.00 | \$ - | 0% | |
| 12-6-15-710.400 | FD/Engine House Supplies | \$ 250.00 | \$ - | 0% | |
| 12-6-15-921.100 | F/Engine House-Office Supplies | \$ - | \$ 360.82 | 0% | |
| 12-6-15-921.400 | FD/Engine House-Electric | \$ 200.00 | \$ - | 0% | |
| 12-6-15-921.440 | FD/Engine House-Fuel | \$ - | \$ 8.23 | 0% | |
| 12-6-15-921.460 | FD/Engine House- Water/Sewer | \$ 500.00 | \$ - | 0% | |
| 12-6-15-923.100 | FD/Engine House - Outside Services | \$ 4,000.00 | \$ - | 0% | |
| 12-6-15-924.100 | FD/Engine House-Property Insurance | \$ 467.57 | \$ 257.29 | 55% | quarterly |
| 12-6-15-924.150 | FD/Engine House-Boiler Insurance | \$ - | \$ - | 0% | |
| 12-6-15-924.500 | FD - Vehicle Insurance | \$ - | \$ - | 0% | |
| 12-6-21-408.300 | BMB Water/Sewer Prop Tax | \$ 1,800.00 | \$ - | 0% | |
| 12-6-21-700.100 | DPW Labor | \$ 2,648.08 | \$ 147.55 | 6% | |
| 12-6-21-920.300 | Other Labor - BMB | \$ - | \$ - | 0% | |
| 12-6-21-921.100 | Supplies | \$ 7,000.00 | \$ 4,356.76 | 62% | |
| 12-6-21-921.400 | Utilities - Electric | \$ 4,080.00 | \$ 1,654.93 | 41% | |
| 12-6-21-921.420 | Utilities - Phone | \$ 5,500.00 | \$ 1,085.58 | 20% | |
| 12-6-21-921.440 | Utilities - Fuel | \$ 15,000.00 | \$ 9,306.89 | 62% | |
| 12-6-21-921.460 | Utilities - Water/Sewer | \$ 1,000.00 | \$ 1,713.00 | 171% | |
| 12-6-21-923.100 | Outside Services | \$ 4,000.00 | \$ 1,000.99 | 25% | |
| 12-6-21-923.110 | Lawn Care | \$ 384.76 | \$ 26.07 | 7% | |
| 12-6-21-923.200 | BMB Legal | \$ - | \$ - | 0% | |
| 12-6-21-924.100 | Property Insurance | \$ 7,380.07 | \$ 4,061.04 | 55% | quarterly |
| 12-6-21-924.700 | Workers Comp Insurance | \$ - | \$ - | 0% | |
| 12-6-21-930.000 | Misc. Expense | \$ - | \$ - | 0% | |
| 12-6-22-700.100 | Village Common Labor | \$ 100.00 | \$ - | 0% | |
| 12-6-22-921.400 | Village Common- Electric | \$ 360.00 | \$ 83.62 | 23% | |
| 12-6-22-921.460 | Utilities- Water/Sewer | \$ 100.00 | \$ - | 0% | |
| 12-6-22-923.110 | Lawn Care | \$ 494.69 | \$ 33.52 | 7% | |
| 12-6-23-930.000 | Misc Expense-CG | \$ - | \$ - | 0% | |

| VILLAGE | | | | | |
|---|-------------------------------|--------------------|-----------------|------------------------------|---------------------|
| Profit & Loss Statement | | | | | |
| For Period Ending: June 30, 2023 | | | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 12-6-31-408.300 | P.Park Water/Sewer Prop Tax | \$ 1,000.00 | \$ - | 0% | |
| 12-6-31-700.100 | DPW Labor | \$ 4,378.91 | \$ 1,803.91 | 41% | |
| 12-6-31-710.400 | Misc. Supplies | \$ 4,500.00 | \$ 1,380.42 | 31% | |
| 12-6-31-920.300 | Caretaker Labor | \$ 7,400.00 | \$ 1,900.00 | 26% | |
| 12-6-31-921.400 | Utilities - Electric | \$ 2,500.00 | \$ 53.59 | 2% | |
| 12-6-31-921.420 | Utilities - Phone | \$ 3,000.00 | \$ 903.44 | 30% | |
| 12-6-31-921.460 | Utilities - Water/Sewer | \$ 1,500.00 | \$ 582.00 | 39% | |
| 12-6-31-923.100 | Outside Services-Pageant Park | \$ - | \$ 5,100.00 | 0% | <i>Tree removal</i> |
| 12-6-31-923.110 | Lawn Care | \$ 1,648.97 | \$ 111.72 | 7% | |
| 12-6-31-924.100 | Property Insurance | \$ 215.26 | \$ 118.46 | 55% | <i>quarterly</i> |
| 12-6-31-924.600 | Unemployment Insurance | \$ 115.37 | \$ - | 0% | |
| 12-6-31-924.700 | Workers Comp Insurance | \$ - | \$ - | 0% | |
| 12-6-31-926.100 | P.Park FICA/MEDI | \$ 600.00 | \$ 88.62 | 15% | |
| 12-6-31-930.000 | Misc. Expense | \$ - | \$ - | 0% | |
| 12-6-41-408.300 | Ballfield Water/Sewer Use | \$ 60.00 | \$ - | 0% | |
| 12-6-41-700.100 | DPW Labor | \$ 200.00 | \$ 29.51 | 15% | |
| 12-6-41-921.400 | Utilities - Electric | \$ 360.00 | \$ 57.22 | 16% | |
| 12-6-41-921.460 | Utilities - Water/Sewer | \$ 500.00 | \$ 243.00 | 49% | |
| 12-6-41-923.110 | Lawn Care | \$ 1,374.14 | \$ 93.10 | 7% | |
| 12-6-41-924.100 | Property Insurance | \$ 16.02 | \$ 8.83 | 55% | <i>quarterly</i> |
| 12-6-41-930.000 | Misc. Expense | \$ - | \$ - | 0% | |
| 12-6-51-921.460 | Utilities - Water/Sewer | \$ 200.00 | \$ 96.00 | 48% | |
| 12-6-51-923.110 | Lawn Care | \$ 329.79 | \$ 22.34 | 7% | |
| 12-6-51-924.100 | Property Insurance | \$ - | \$ - | 0% | |
| 12-6-51-930.000 | Misc. Expense | \$ - | \$ - | 0% | |
| Total Expenses | | \$ 154,611.97 | \$ 59,887.23 | 39% | |
| Net Income (Loss) | | \$ 29,955.47 | \$ (32,472.58) | -108% | |

| HIGHWAY | | | |
|--------------------------------|------------------------------|------------------------|-----------------------|
| Balance Sheet | | | |
| For Period Ending: | | June 30, 2023 | |
| Account | Description | Balance | Notes |
| 13-1-00-012.050 | Due to / From (CASH) | \$ 183,974.87 | |
| 13-1-00-107.000 | CWIP | \$ 1,069.25 | <i>CWIP-Salt Shed</i> |
| 13-1-00-108.000 | Accumulated Depreciation | \$ (996,966.00) | |
| 13-1-00-130.120 | Backhoe Savings | \$ - | |
| 13-1-00-130.130 | CNB/Capital Reserve | \$ 234,469.71 | |
| 13-1-00-143.100 | Other A/R | \$ 748.00 | |
| 13-1-00-143.200 | Taxes Receivable | \$ 3,474.80 | |
| 13-1-00-165.100 | Prepaid Expenses | \$ - | |
| 13-1-00-390.000 | General Structures/Equip. | \$ 1,746,121.45 | |
| 13-1-00-392.000 | Transportation Equipment | \$ 291,781.49 | |
| Total Assets | | \$ 1,464,673.57 | |
| 13-2-00-221.130 | VT Municipal LN/2015 Ford | \$ - | |
| 13-2-00-231.220 | CNB/ Revenue Anticipation | \$ - | |
| 13-2-00-231.230 | Passumpsic-Wtr Street Paving | \$ 230,635.41 | |
| 13-2-00-231.700 | VEDA/Bridge 20 and 58 | \$ 77,634.46 | |
| 13-2-00-232.100 | Accounts Payable | \$ - | |
| 13-2-00-235.100 | Customer Deposits | \$ - | |
| 13-2-00-242.000 | Accrued Payroll | \$ - | |
| 13-2-00-242.300 | Accrued Sick Time | \$ 12,940.14 | |
| 13-2-00-242.350 | Accrued Vacation Time | \$ 3,947.55 | |
| 13-2-00-242.420 | FICA/MEDI Withholding Tax | \$ - | |
| 13-3-00-000.000 | Fund Balance | \$ - | |
| 13-3-00-215.000 | Appropriated Earnings | \$ 234,410.93 | |
| 13-3-00-216.000 | Unappropriated Earnings | \$ 993,048.35 | |
| | | \$ 1,552,616.84 | |
| Current Year Net Income (Loss) | | \$ (87,943.27) | |
| Total Liabilities & Earnings | | \$ 1,464,673.57 | |
| Variance | | \$ - | |

| HIGHWAY | | | | | |
|---|------------------------------|----------------------|---------------------|------------------------------|--|
| Profit & Loss Statement | | | | | |
| For Period Ending: June 30, 2023 | | | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 13-4-00-417.100 | Taxes and User Fees | \$ 338,100.00 | \$ 2,858.23 | 1% | |
| 13-4-00-417.200 | Grant Funds | \$ 93,000.00 | \$ 1,466.41 | 2% | <i>Dept of Safety Grant</i> |
| 13-4-00-417.250 | State Street Aid | \$ 39,000.00 | \$ 18,533.82 | 48% | |
| 13-4-00-419.100 | Interest Income | \$ 100.00 | \$ 58.78 | 59% | |
| 13-4-00-421.000 | Misc. Income | \$ - | \$ 795.27 | 0% | |
| 13-4-00-421.200 | Loss on Disposition of Plant | \$ - | \$ - | 0% | |
| 13-4-00-421.500 | Transfer From Other Funds | \$ - | \$ - | 0% | |
| 13-4-15-421.000 | Transfer from Other Funds | \$ - | \$ - | 0% | |
| Total Revenues | | \$ 470,200.00 | \$ 23,712.51 | 5% | |
| 13-6-00-403.000 | Depreciation Expense | \$ 35,500.00 | \$ - | 0% | |
| 13-6-00-431.100 | Interest Expense | \$ 1,000.00 | \$ 6,393.99 | 639% | <i>includes new Passumpsic loan (not bdgt'd)</i> |
| 13-6-00-431.200 | Finance Charges and Fees | \$ 100.00 | \$ - | 0% | |
| 13-6-00-580.200 | Employee Training | \$ - | \$ - | 0% | |
| 13-6-00-710.150 | Road Signs | \$ 500.00 | \$ 57.22 | 11% | |
| 13-6-00-710.170 | Sidewalk Expense | \$ - | \$ - | 0% | |
| 13-6-00-710.200 | Bridges/Culverts/StormDrn | \$ 1,000.00 | \$ - | 0% | |
| 13-6-00-710.250 | Guardrails/Fence | \$ - | \$ - | 0% | |
| 13-6-00-710.400 | Garage Supplies | \$ - | \$ 1,392.72 | 0% | |
| 13-6-00-710.450 | Highway Tools/Safety | \$ 2,000.00 | \$ 1,125.11 | 56% | |
| 13-6-00-906.100 | Newspaper Ads | \$ 100.00 | \$ 180.26 | 180% | |
| 13-6-00-920.100 | Office Labor | \$ 800.00 | \$ 1,121.38 | 140% | |
| 13-6-00-920.150 | Employee Training | \$ 300.00 | \$ - | 0% | |
| 13-6-00-920.200 | Elected Official | \$ 800.00 | \$ 756.00 | 95% | |
| 13-6-00-920.250 | Tax Collector Fees | \$ 4,000.00 | \$ 1,355.02 | 34% | |
| 13-6-00-921.100 | Supplies | \$ 2,625.00 | \$ 1,228.91 | 47% | |
| 13-6-00-921.150 | Village Reports | \$ - | \$ - | 0% | |
| 13-6-00-921.200 | Computer Expense | \$ 832.50 | \$ 460.44 | 55% | |
| 13-6-00-921.300 | Communication Expense | \$ 750.00 | \$ 568.01 | 76% | |
| 13-6-00-921.500 | Permits | \$ - | \$ 640.00 | 0% | |
| 13-6-00-923.100 | Outside Services | \$ 1,500.00 | \$ 300.00 | 20% | |
| 13-6-00-923.200 | Highway Legal | \$ - | \$ 185.13 | 0% | |
| 13-6-00-923.400 | Audit | \$ 1,875.00 | \$ 1,166.66 | 62% | |
| 13-6-00-924.100 | Property Insurance | \$ - | \$ - | 0% | |
| 13-6-00-924.200 | Public Official Insurance | \$ 161.20 | \$ 80.60 | 50% | <i>quarterly</i> |
| 13-6-00-924.300 | Liability Insurance | \$ 1,778.25 | \$ 889.12 | 50% | <i>quarterly</i> |
| 13-6-00-924.400 | Bond Insurance | \$ - | \$ - | 0% | |
| 13-6-00-924.500 | Vehicle/Equip Insurance | \$ 2,695.64 | \$ 838.17 | 31% | <i>quarterly</i> |
| 13-6-00-924.600 | Unemployment Insurance | \$ 1,470.90 | \$ 1,103.16 | 75% | <i>quarterly - includes 1-3 qtr</i> |
| 13-6-00-924.700 | Workers Comp Insurance | \$ 9,498.00 | \$ 7,123.50 | 75% | <i>quarterly - includes 1-3 qtr</i> |
| 13-6-00-926.100 | FICA/MEDI | \$ 8,191.14 | \$ 3,106.29 | 38% | |
| 13-6-00-926.200 | Health Insurance | \$ 27,008.24 | \$ 12,705.84 | 47% | |
| 13-6-00-926.300 | VMERS | \$ 4,661.39 | \$ 2,835.56 | 61% | |
| 13-6-00-926.400 | Compensated Absenses | \$ 12,068.07 | \$ 5,260.44 | 44% | |
| 13-6-00-931.100 | Garage Rent | \$ 5,080.00 | \$ - | 0% | |
| 13-6-00-931.400 | Vehicle Rents | \$ - | \$ - | 0% | |
| 13-6-00-933.200 | Mileage | \$ - | \$ - | 0% | |
| 13-6-00-933.300 | Backhoe | \$ 1,500.00 | \$ 152.13 | 10% | |
| 13-6-00-933.310 | Skid Steer | \$ 4,000.00 | \$ 1,981.34 | 50% | |
| 13-6-00-933.400 | Truck Maintenance | \$ - | \$ 76.86 | 0% | |
| 13-6-00-933.405 | Truck 5 | \$ 5,000.00 | \$ 904.20 | 18% | |
| 13-6-00-933.406 | Truck 6 | \$ 3,500.00 | \$ 6,397.56 | 183% | <i>\$5,699 - may capitalize</i> |
| 13-6-00-933.500 | Fuel | \$ 5,000.00 | \$ 3,277.70 | 66% | |
| 13-6-11-700.100 | DPW Labor | \$ 15,216.80 | \$ 12,320.86 | 81% | |
| 13-6-11-700.120 | Pager On-Call | \$ 4,000.00 | \$ 3,037.60 | 76% | |
| 13-6-11-700.140 | Stipend | \$ 3,800.00 | \$ 2,730.00 | 72% | <i>only during winter months</i> |
| 13-6-11-700.200 | Plowing Labor | \$ 11,397.38 | \$ 3,391.73 | 30% | |
| 13-6-11-710.100 | Road Salt | \$ 16,000.00 | \$ 8,526.72 | 53% | <i>only during winter months</i> |
| 13-6-11-710.110 | Road Sand | \$ 1,500.00 | \$ - | 0% | |
| 13-6-11-710.120 | Road Paving | \$ 1,500.00 | \$ 792.57 | 53% | |

| HIGHWAY | | | | | |
|------------------------------------|--------------------|----------------------|----------------|------|--|
| Profit & Loss Statement | | | | | |
| For Period Ending: | | June 30, 2023 | | | |
| 13-6-11-923.100 | Winter Maintenance | \$ 24,000.00 | \$ - | 0% | |
| 13-6-11-930.000 | Winter Misc. | \$ - | \$ - | 0% | |
| 13-6-12-700.100 | DPW Labor | \$ 44,996.75 | \$ 13,853.82 | 31% | |
| 13-6-12-700.120 | Pager On-Call | \$ 8,000.00 | \$ 2,596.88 | 32% | |
| 13-6-12-710.120 | Road Paving | \$ 8,000.00 | \$ - | 0% | |
| 13-6-12-710.130 | Road Cleaning | \$ 800.00 | \$ 381.96 | 48% | |
| 13-6-12-710.140 | Road Marking | \$ 3,500.00 | \$ - | 0% | |
| 13-6-12-710.160 | Roadside/Trimming | \$ 2,700.00 | \$ - | 0% | |
| 13-6-12-930.000 | Summer Misc. | \$ - | \$ 360.32 | 0% | |
| | | | \$ - | | |
| Total Expenses | | \$ 290,706.26 | \$ 111,655.78 | 38% | |
| Net Income (Loss) | | \$ 179,493.74 | \$ (87,943.27) | -49% | |

| ELECTRIC | | | |
|---|---------------------------------|-------------------|--|
| Balance Sheet | | | |
| For Period Ending: June 30, 2023 | | | |
| Account | Description | Balance | Notes |
| 21-1-00-012.000 | Electric Checking | \$ - | |
| 21-1-00-012.050 | Due to / From (CASH) | \$ 79,071.64 | |
| 21-1-00-012.100 | Cash UB Clearing | \$ - | |
| 21-1-00-012.101 | Electric Cash Clearing | \$ (248.68) | |
| 21-1-00-012.102 | Water/Sewer Cash Clearing | \$ - | |
| 21-1-00-012.200 | Cash in Office | \$ 575.00 | |
| 21-1-00-012.300 | Petty Cash | \$ 100.00 | |
| 21-1-00-107.000 | CWIP | \$ 23,087.43 | <i>hydro/utility upgrades</i> |
| 21-1-00-108.000 | Accumulated Depreciation | \$ (6,565,855.68) | |
| 21-1-00-128.000 | Defered Outflows-Pension | \$ 10,494.00 | |
| 21-1-00-129.100 | Investment Velco Stock | \$ 75,300.00 | |
| 21-1-00-129.110 | Investment Transco LLC | \$ 3,350.00 | |
| 21-1-00-129.120 | Investment VPPSA/Transco | \$ 1,127,540.62 | |
| 21-1-00-129.200 | US Bank/Bond 4 Cont Resev | \$ 329,478.79 | |
| 21-1-00-129.210 | US Bank/Interest A/C | \$ 11,141.40 | |
| 21-1-00-129.220 | US Bank/1998 Bond Princip | \$ 92,303.92 | |
| 21-1-00-130.100 | CNB/Vehicle Savings | \$ 1,017.28 | |
| 21-1-00-130.120 | CNB / Backhoe | \$ 2,750.92 | |
| 21-1-00-130.200 | TD Bank/Debt Retirement | \$ 6,058.75 | |
| 21-1-00-130.300 | Community/Hydro Proj Hold | \$ 19,807.28 | |
| 21-1-00-130.500 | CNB/Capital Reserve | \$ 6,414.73 | |
| 21-1-00-142.100 | Accts Rec / Utility | \$ 424,465.97 | |
| 21-1-00-142.200 | Accts Rec / Service Bills | \$ (264,648.87) | <i>\$298,679 transfer to 21-2-00-252.000</i> |
| 21-1-00-142.300 | Unbilled Revenue | \$ - | |
| 21-1-00-143.100 | Other A/R | \$ - | |
| 21-1-00-143.210 | Tax Collections-AR | \$ 4,488.50 | <i>Electric transferred to Shelia</i> |
| 21-1-00-144.000 | Allowance for Doubtful Ac | \$ (20,000.00) | |
| 21-1-00-154.100 | Inventory / Materials | \$ 156,020.24 | |
| 21-1-00-154.200 | Transformer Inventory | \$ - | |
| 21-1-00-165.100 | Prepaid Expenses | \$ - | |
| 21-1-00-165.200 | Prepaid Insurance | \$ - | |
| 21-1-00-331.000 | Hydro Structures | \$ 68,157.99 | |
| 21-1-00-332.000 | Reservoirs and Dams | \$ 1,209,553.28 | |
| 21-1-00-333.000 | Hydro Equipment | \$ 1,139,287.20 | |
| 21-1-00-341.000 | Diesel Structures | \$ - | |
| 21-1-00-247.000 | Asset Retirement Cost-Other Gen | \$ 11,800.00 | |
| 21-1-00-350.000 | Transmission ROW | \$ 123,964.12 | |
| 21-1-00-353.000 | Trans Substation Equip | \$ 116,523.02 | |
| 21-1-00-355.000 | Trans Pole Line & Fixt | \$ 671,036.92 | |
| 21-1-00-356.000 | Trans Overhead Conductors | \$ 534,686.68 | |
| 21-1-00-360.000 | Distribution ROW | \$ 2,716.02 | |
| 21-1-00-361.000 | Differed Storm Damage | \$ 12,176.76 | |
| 21-1-00-362.000 | Distr Substation Equip | \$ 168,665.99 | |
| 21-1-00-365.000 | Pole Lines & Fixtures | \$ 4,151,817.33 | |
| 21-1-00-365.100 | Overhead Conductors & Devices | \$ 198,944.25 | |
| 21-1-00-367.000 | Underground | \$ 80,697.45 | |
| 21-1-00-368.000 | Line Transform/Regulators | \$ 915,479.62 | |
| 21-1-00-369.000 | Dist. Services | \$ 675,950.54 | |
| 21-1-00-370.000 | Meters | \$ 120,969.68 | |

| ELECTRIC | | | |
|---|------------------------------|------------------------|--|
| Balance Sheet | | | |
| For Period Ending: June 30, 2023 | | | |
| Account | Description | Balance | Notes |
| 21-1-00-371.000 | Install-Customer Premises | \$ - | |
| 21-1-00-373.000 | Street Lights | \$ 43,519.10 | |
| 21-1-00-390.000 | General Structures and Eq | \$ 25,393.38 | |
| 21-1-00-391.000 | Furniture & Fixtures | \$ 108,968.10 | |
| 21-1-00-392.000 | Transportation Equipment | \$ 81,492.22 | |
| 21-1-00-394.000 | Tools & Equipment | \$ 12,220.00 | |
| 21-1-00-397.000 | Communication Equipment | \$ - | |
| Total Assets | | \$ 5,996,732.89 | |
| 21-2-00-221.100 | Vt Municipal Bond #3 | \$ - | <i>total debt = 52.2% total assets</i> |
| 21-2-00-221.110 | Vt Municipal Bond #4 | \$ 920,000.00 | |
| 21-2-00-221.120 | Vt Municipal Bond #5 | \$ 1,405,000.00 | |
| 21-2-00-228.000 | Defered Inflows-Pension | \$ 39,856.00 | |
| 21-2-00-231.000 | Notes Payable | \$ - | |
| 21-2-00-231.200 | CNB/ 900k Operating | \$ 670,985.63 | |
| 21-2-00-231.210 | Pass./ Hydro Electric Loa | \$ 135,457.84 | |
| 21-2-00-232.100 | Accounts Payable | \$ - | |
| 21-2-00-232.200 | Overbill Refunds Payable | \$ 32,628.62 | |
| 21-2-00-233.000 | Net Pension Liability | \$ 126,532.00 | |
| 21-2-00-235.100 | Customer Deposits | \$ 29,034.06 | |
| 21-2-00-235.150 | Customer Deposit Interest | \$ - | |
| 21-2-00-242.000 | Accrued Payroll | \$ - | |
| 21-2-00-242.100 | VT Sales Tax | \$ 3,054.44 | |
| 21-2-00-242.200 | EEC | \$ 12,942.54 | |
| 21-2-00-242.300 | Accrued Sick Time | \$ 3,907.49 | |
| 21-2-00-242.350 | Accrued Vacation | \$ 2,159.38 | |
| 21-2-00-242.500 | Payroll Clearing | \$ - | |
| 21-2-00-242.550 | Accrued Liabilities | \$ - | |
| 21-2-00-242.600 | Accrued Purchase Power | \$ - | |
| 21-2-00-252.000 | Customer Advance Payments | \$ (89,957.53) | <i>\$298,679 transfer fr 21-1-00-142.200</i> |
| 21-2-00-254.000 | Other Regulatory Liabilities | \$ 62,764.37 | <i>VHB contract</i> |
| 21-3-00-000.000 | Fund Balance | \$ - | |
| 21-3-00-215.000 | Appropriated Earnings | \$ 36,034.97 | |
| 21-3-00-216.000 | Unappropriated Earnings | \$ 2,272,502.72 | |
| | | \$ 5,662,902.53 | |
| Current Year Net Income (Loss) | | \$ 333,830.36 | |
| Total Liabilities & Earnings | | \$ 5,996,732.89 | |
| Variance | | \$ - | |

| ELECTRIC | | | | | |
|---|--------------------------------|------------------------|------------------------|------------------------------|--|
| Profit & Loss Statement | | | | | |
| For Period Ending: June 30, 2023 | | | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 21-4-00-415.100 | Materials Sold | \$ 25,000.00 | \$ 7,153.82 | 29% | |
| 21-4-00-415.200 | Service Bill Labor/ Equip | \$ 20,000.00 | \$ 30,265.50 | 151% | |
| 21-4-00-415.300 | Service Revenue-Contractor L/M | \$ 45,000.00 | \$ 11,126.41 | 25% | |
| 21-4-00-417.140 | Del Tax Collector Fees | \$ - | \$ 552.18 | 0% | |
| 21-4-00-417.200 | FEMA Aid | \$ - | \$ - | 0% | |
| 21-4-00-419.100 | Interest Income | \$ 9,000.00 | \$ 8,589.54 | 95% | |
| 21-4-0-419.120 | Interest Income-Elect Tx | \$ - | \$ 227.31 | 0% | |
| 21-4-00-419.200 | Customer Account Penalties | \$ 15,000.00 | \$ 8,964.10 | 60% | |
| 21-4-00-419.400 | Bond Interest | \$ - | \$ - | 0% | |
| 21-4-00-419.500 | Transco Settlement (on bill) | \$ 62,725.89 | \$ 15,358.03 | 24% | <i>includes Jan-March, next in July (for June)</i> |
| 21-4-00-419.510 | Interest Inc-Transco Dire | \$ 700.00 | \$ 251.72 | 36% | |
| 21-4-00-419.520 | Interest Inc-Transco NUOp | \$ 400.00 | \$ - | 0% | |
| 21-4-00-419.600 | VELCO Dividend (check) | \$ - | \$ 2,161.11 | 0% | |
| 21-4-00-421.000 | Misc. Income | \$ 200.00 | \$ 5,147.97 | 2574% | <i>\$4,900 VLCT Hydro Ins Pmt</i> |
| 21-4-00-421.100 | Transco Net Credit (principal) | \$ 136,731.05 | \$ 68,268.90 | 50% | |
| 21-4-00-421.200 | Misc Rev-Gain on Sale-Pro | \$ - | \$ 88,899.89 | 0% | <i>Sale of bucket truck</i> |
| 21-4-00-440.100 | Residential Sales | \$ 2,005,431.39 | \$ 927,786.14 | 46% | |
| 21-4-00-440.150 | Residential Sales Surcharge | \$ - | \$ 58,928.00 | 0% | |
| 21-4-00-442.100 | Commercial Sales | \$ 492,643.27 | \$ 215,313.14 | 44% | |
| 21-4-00-442.150 | Commercial Sales Surcharge | \$ - | \$ 15,609.15 | 0% | |
| 21-4-00-444.100 | Public Street Lighting | \$ 25,827.95 | \$ 11,773.19 | 46% | |
| 21-4-00-444.150 | Street Lighting Surcharge | \$ - | \$ 374.84 | 0% | |
| 21-4-00-445.100 | Municipal | \$ 47,052.09 | \$ 24,558.50 | 52% | |
| 21-4-00-445.150 | Municipal Surcharge | \$ - | \$ 1,845.30 | 0% | |
| 21-4-00-445.200 | Public Authority | \$ 112,540.93 | \$ 52,782.14 | 47% | |
| 21-4-00-445.250 | Public Authority Surcharge | \$ - | \$ 3,432.19 | 0% | |
| 21-4-00-449.000 | Revenue Unbilled | \$ - | \$ - | 0% | |
| 21-4-00-451.000 | Disconnect / Reconnect | \$ 2,750.00 | \$ 1,780.00 | 65% | |
| 21-4-00-453.000 | Hydro LIHI Credits | \$ - | \$ - | 0% | |
| 21-4-00-454.000 | Rent Income | \$ - | \$ - | 0% | |
| 21-4-00-454.300 | Pole Attachment Rental | \$ 3,500.00 | \$ - | 0% | <i>Annual-Dec</i> |
| 21-4-00-454.350 | Pole Attachment-Survey Fee | \$ 8,203.00 | \$ 18,156.00 | 221% | <i>Broadband/Comcast</i> |
| 21-4-00-456.000 | DOE Hydro Incentive | \$ - | \$ - | 0% | |
| | | \$ 3,012,705.57 | \$ 1,579,305.07 | 52% | |
| Total Revenues | | | | | |
| 21-6-00-403.000 | Depreciation Expense | \$ 300,000.00 | \$ 11,800.00 | 4% | |
| 21-6-00-408.110 | Fuel Gross Tax | \$ 16,000.00 | \$ 6,440.80 | 40% | |
| 21-6-00-408.120 | Gross Revenue Tax | \$ 16,000.00 | \$ 15,263.46 | 95% | <i>Annual-March</i> |
| 21-6-00-408.200 | Property Tax | \$ 122,000.00 | \$ - | 0% | |
| 21-6-00-408.210 | PILOT | \$ 13,125.00 | \$ - | 0% | |
| 21-6-00-408.300 | Other Taxes | \$ - | \$ - | 0% | |
| 21-6-00-431.100 | Interest Expense | \$ 141,575.01 | \$ 65,052.95 | 46% | |
| 21-6-00-431.150 | Interest Exp-Customer Dep | \$ 750.00 | \$ 346.07 | 46% | |
| 21-6-00-431.200 | Finance Charges/Fees | \$ 750.00 | \$ 26.90 | 4% | |
| 21-6-00-535.000 | Hydro Labor | \$ 26,918.64 | \$ 15,928.55 | 59% | |
| 21-6-00-545.000 | Hydro Operating Expenses | \$ 30,000.00 | \$ 17,147.72 | 57% | |
| 21-6-00-546.000 | Diesel Labor | \$ - | \$ - | 0% | |
| 21-6-00-549.000 | Diesel Operating Expenses | \$ - | \$ - | 0% | |
| 21-6-00-555.000 | Purchased Power | \$ 1,218,408.09 | \$ 589,714.70 | 48% | <i>includes Jan-May</i> |
| 21-6-00-555.100 | Sunset Solor Credits | \$ (1,000.00) | \$ (1,057.29) | 106% | |
| 21-6-00-555.200 | Hydro LIHI Credits | \$ (74,842.08) | \$ (131,468.34) | 176% | <i>includes Jan-May</i> |
| 21-6-00-561.000 | Transmission Labor | \$ - | \$ - | 0% | |
| 21-6-00-574.000 | Transmission Plant Mainte | \$ 2,500.00 | \$ - | 0% | |
| 21-6-00-580.000 | Distribution Labor | \$ - | \$ - | 0% | |
| 21-6-00-580.100 | Distribution Labor | \$ 4,180.78 | \$ 12,556.62 | 300% | <i>Primarily Steve</i> |

| ELECTRIC | | | | | |
|---|--------------------------------|--------------------|-----------------|------------------------------|---|
| Profit & Loss Statement | | | | | |
| For Period Ending: June 30, 2023 | | | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 21-6-00-580.115 | Distribution-Contract Labor | \$ 625,040.00 | \$ 276,460.00 | 44% | <i>includes Jan-Jun (1 inv pending)</i> |
| 21-6-00-580.116 | Distribution-Contract OnCall | \$ 45,760.00 | \$ 21,120.00 | 46% | <i>includes Jan-Jun (1 inv pending)</i> |
| 21-6-00-580.117 | Distribution Labor - Outages | \$ 79,094.00 | \$ 227.94 | 0% | |
| 21-6-00-580.118 | Disribution Labor - Capital | \$ - | \$ (70,571.00) | 0% | |
| 21-6-00-580.120 | Customer Jobs | \$ 70,000.00 | \$ 5,896.48 | 8% | |
| 21-6-00-580.140 | Outage Repairs | \$ 25,000.00 | \$ 37,345.16 | 149% | |
| 21-6-00-580.145 | Capital Outage Repair | \$ - | \$ 29.51 | 0% | |
| 21-6-00-580.150 | Distribution Labor-GIS | \$ - | \$ 2,844.00 | 0% | |
| 21-6-00-580.160 | Pager | \$ - | \$ - | 0% | |
| 21-6-00-580.200 | Training / Line Apprentic | \$ 500.00 | \$ - | 0% | |
| 21-6-00-582.100 | Dist Line/ Station Expense | \$ 1,500.00 | \$ 514.32 | 34% | |
| 21-6-00-582.200 | Tools | \$ 1,500.00 | \$ 656.62 | 44% | |
| 21-6-00-586.000 | Meter Expense | \$ 10,000.00 | \$ 618.04 | 6% | |
| 21-6-00-590.000 | Dist. Maint. Labor | \$ - | \$ - | 0% | |
| 21-6-00-592.000 | Dist. Maint. Structure/Eq | \$ 10,000.00 | \$ - | 0% | |
| 21-6-00-593.100 | Line Clearing-Internal Labor | \$ 3,945.60 | \$ 124.53 | 3% | |
| 21-6-00-593.105 | Line Clearing/Contractor | \$ 100,000.00 | \$ 28,335.00 | 28% | |
| 21-6-00-593.110 | Line Clearing Contra | \$ (25,000.00) | \$ - | 0% | <i>Annual NEPPA dues paid</i> |
| 21-6-00-593.115 | Distribution Maint- OH Lines | \$ 65,000.00 | \$ 20,320.47 | 31% | |
| 21-6-00-595.000 | Dist. Line Transformers | \$ - | \$ 2,013.04 | 0% | |
| 21-6-00-596.000 | Dist. Maint. Street Light | \$ 2,500.00 | \$ - | 0% | |
| 21-6-00-598.000 | Dist. Maint. Other | \$ 250.00 | \$ - | 0% | |
| 21-6-00-902.000 | Meter Reading Labor | \$ 83,200.00 | \$ 38,400.00 | 46% | <i>VPPSA contract-timing of posting</i> |
| 21-6-00-903.000 | Customer Records & Collections | \$ - | \$ 805.28 | 0% | |
| 21-6-00-904.000 | Uncollectable Accounts | \$ 10,000.00 | \$ - | 0% | |
| 21-6-00-906.100 | Newspaper Ads | \$ 500.00 | \$ 1,682.41 | 336% | |
| 21-6-00-916.100 | Misc Sales Expenses | \$ - | \$ - | 0% | |
| 21-6-00-916.200 | Misc Sales Exp-RES Incent | \$ - | \$ - | 0% | |
| 21-6-00-920.100 | Office Salaries | \$ 101,159.10 | \$ 30,734.75 | 30% | |
| 21-6-00-920.150 | Employee Training | \$ 400.00 | \$ - | 0% | |
| 21-6-00-920.200 | Elected Official Salaries | \$ 800.00 | \$ 756.00 | 95% | |
| 21-6-00-920.250 | Electric Tax Collector Fees | \$ - | \$ 552.18 | 0% | |
| 21-6-00-921.100 | Supplies | \$ 24,500.00 | \$ 11,373.70 | 46% | |
| 21-6-00-921.150 | Village Reports | \$ 75.00 | \$ - | 0% | |
| 21-6-00-921.200 | Computer Expense | \$ 7,770.00 | \$ 5,303.13 | 68% | |
| 21-6-00-921.300 | Communication Expense | \$ 5,000.00 | \$ 845.34 | 17% | <i>All-Ways answering</i> |
| 21-6-00-921.420 | Utilities - Phone | \$ 750.00 | \$ 1,004.00 | 134% | |
| 21-6-00-921.500 | Permits, Licenses and Due | \$ 2,500.00 | \$ 1,517.00 | 61% | <i>Annual NEPPA dues paid</i> |
| 21-6-00-923.100 | Outside Services | \$ 152,295.00 | \$ 22,096.73 | 15% | |
| 21-6-00-923.200 | Legal Services | \$ 70,195.00 | \$ 7,452.00 | 11% | |
| 21-6-00-923.300 | VPPSA - Admin Fees | \$ 80,969.00 | \$ 33,502.20 | 41% | <i>includes Jan-May</i> |
| 21-6-00-923.330 | VPPSA-GIS Project Fees | \$ 11,669.00 | \$ 5,498.68 | 47% | |
| 21-6-00-923.335 | VPPSA-AMI Project Fees | \$ - | \$ - | 0% | |
| 21-6-00-923.350 | RES Project Cost | \$ 44,124.00 | \$ 23,442.25 | 53% | |
| 21-6-00-923.360 | VPPSA Mgmt Services | \$ 79,560.00 | \$ 56,780.00 | 71% | <i>includes Jan-<ay</i> |
| 21-6-00-923.400 | Audit Services | \$ 17,500.00 | \$ 19,444.44 | 111% | |
| 21-6-00-924.100 | Property Insurance | \$ 10,832.26 | \$ 8,477.58 | 78% | <i>includes annual VOO substation ins</i> |
| 21-6-00-924.150 | Boiler/Machinery Insuranc | \$ 1,076.34 | \$ 1,866.10 | 173% | |
| 21-6-00-924.200 | Public Official Insurance | \$ 161.20 | \$ 80.60 | 50% | |
| 21-6-00-924.300 | Liability Insurance | \$ 3,777.54 | \$ 1,888.78 | 50% | |
| 21-6-00-924.400 | Bond Insurance | \$ - | \$ - | 0% | |
| 21-6-00-924.500 | Vehicle Insurance | \$ 1,972.45 | \$ 986.21 | 50% | |
| 21-6-00-924.600 | Unemployment Insurance | \$ 556.89 | \$ 417.66 | 75% | <i>quarterly - includes 1-3 qtr</i> |
| 21-6-00-924.700 | Workers Comp Insurance | \$ 3,596.00 | \$ 2,697.00 | 75% | <i>quarterly - includes 1-3 qtr</i> |
| 21-6-00-926.100 | FICA/MEDI | \$ 12,132.50 | \$ 5,067.27 | 42% | |
| 21-6-00-926.200 | Health Insurance | \$ 50,643.64 | \$ 20,964.52 | 41% | |
| 21-6-00-926.250 | Health Insurance Opt Out | \$ - | \$ - | 0% | |
| 21-6-00-926.300 | Municipal Retirement | \$ 10,308.66 | \$ 1,584.44 | 15% | |

| ELECTRIC | | | | | |
|------------------------------------|------------------------------------|------------------------|------------------------|------------------------------|---------------|
| Profit & Loss Statement | | | | | |
| For Period Ending: | | June 30, 2023 | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 21-6-00-926.400 | Compensated Absences | \$ 22,094.70 | \$ 7,205.51 | 33% | |
| 21-6-00-928.000 | Regulatory Commission (SQ | \$ 295.92 | \$ - | 0% | |
| 21-6-00-930.000 | Misc. Expense | \$ - | \$ 100.03 | 0% | |
| 21-6-00-931.100 | Garage Rent | \$ 32,000.00 | \$ - | 0% | <i>Annual</i> |
| 21-6-00-931.150 | Garage Rent (Int./Princ.) | \$ - | \$ - | 0% | |
| 21-6-00-931.200 | Office Rent | \$ 22,000.00 | \$ - | 0% | <i>Annual</i> |
| 21-6-00-931.300 | Railroad Crossing Lease | \$ 1,100.00 | \$ 1,029.00 | 94% | <i>Annual</i> |
| 21-6-00-933.100 | Transportation Equipment | \$ - | \$ - | 0% | |
| 21-6-00-933.200 | Transportation Mileage | \$ 2,500.00 | \$ 764.68 | 31% | |
| 21-6-00-933.300 | Backhoe | \$ - | \$ - | 0% | |
| 21-6-00-933.400 | Truck Maintenance | \$ - | \$ - | 0% | |
| 21-6-00-933.410 | Bucket Truck | \$ - | \$ 1,441.73 | 0% | |
| 21-6-00-933.420 | Digger Truck | \$ 3,500.00 | \$ 1,438.45 | 41% | |
| 21-6-00-933.430 | Line Truck | \$ - | \$ 588.81 | 0% | |
| 21-6-00-933.440 | Meter Truck | \$ - | \$ - | 0% | |
| 21-6-00-933.500 | Truck Fuel | \$ - | \$ - | 0% | |
| 21-6-00-935.100 | Maint of General Plant-Remediation | \$ - | \$ - | 0% | |
| Total Expenses | | \$ 3,702,969.24 | \$ 1,245,474.71 | 34% | |
| Net Income (Loss) | | \$ (690,263.67) | \$ 333,830.36 | -48% | |

| | |
|---------------------------|--------------------------|
| Net Income above | \$ 333,830.36 |
| <u>Adjustments:</u> | |
| VPPSA CDA-Jun Estimate | \$ (95,000.00) |
| Admin Fees - Jun | \$ (5,858.62) |
| Mgmt Fees-June | \$ (9,052.50) |
| May Operations | \$ (29,000.00) |
| Net after Adjustments | \$ 194,919.24 |

| WATER | | | |
|---------------------------|----------------------------------|------------------------|---------------------------------|
| Balance Sheet | | | |
| For Period Ending: | | June 30, 2023 | |
| Account | Description | Balance | Notes |
| 23-1-00-012.050 | Due to / From (CASH) | \$ 55,482.39 | |
| 23-1-00-012.100 | Cash UD Clearing | \$ - | |
| 23-1-00-107.000 | CWIP | \$ 11,298.86 | |
| 23-1-00-108.000 | Accumulated Depreciation | \$ (2,865,673.28) | |
| 23-1-00-120.000 | Water Checking | \$ - | |
| 23-1-00-128.000 | Deferred Outflows-Pension | \$ 1,654.00 | |
| 23-1-00-130.120 | Community / Backhoe | \$ - | |
| 23-1-00-130.130 | Community / Capital Reser | \$ 69,785.86 | |
| 23-1-00-130.140 | Community / Major Repair | \$ 14,161.85 | |
| 23-1-00-142.100 | Accts Rec / Utility | \$ 26,782.15 | |
| 23-1-00-142.200 | Accts Rec / Service Bills | \$ 721.43 | |
| 23-1-00-142.300 | Unbilled Revenue | \$ - | |
| 23-1-00-143.100 | Other Accounts Receivable | \$ - | |
| 23-1-00-143.200 | Taxes/User Fee Receivable | \$ 282.59 | |
| 23-1-00-143.210 | Tax Collections-Water AR | \$ 2,677.62 | |
| 23-1-00-143.250 | Taxes/User Fee Interest R | \$ - | |
| 23-1-00-144.000 | Allowance for Doubtful Ac | \$ (1,000.00) | |
| 23-1-00-154.100 | Inventory / Materials | \$ 42,837.18 | |
| 23-1-00-165.000 | Prepaid Expenses | \$ - | |
| 23-1-00-165.200 | Prepaid Insurance | \$ - | |
| 23-1-00-361.000 | Dist. Structures and Equipment | \$ 3,950,750.00 | |
| 23-1-00-362.000 | Station Equipment | \$ 39,265.93 | |
| 23-1-00-390.000 | General Structures and Equipmnet | \$ 2,212,727.82 | |
| 23-1-00-391.000 | Office Furniture and Equipment | \$ 22,809.00 | |
| 23-1-00-392.000 | Transpotation Equipment | \$ 35,218.50 | |
| | | | |
| | | | |
| Total Assets | | \$ 3,619,781.90 | |
| | | | |
| 23-2-00-221.150 | VMBB 2012 Series 4 & 5 Water | \$ 144,833.82 | <i>LTD = 22.8% total assets</i> |
| 23-2-00-221.200 | School Street Bond 2016 | \$ 73,671.05 | |
| 23-2-00-228.000 | Deferred Inflows-Pension | \$ 6,283.00 | |
| 23-2-00-231.200 | CNB/10YR Capital Improv. | \$ 37,531.84 | |
| 23-2-00-231.220 | CNB / Revenue Anticipatio | \$ - | |
| 23-2-00-231.300 | USDA / Improvement Loan | \$ 561,065.94 | |
| 23-2-00-231.400 | State of VT / Loan # AR3 | \$ 9,971.54 | |
| 23-2-00-232.100 | Accounts Payables | \$ - | |
| 23-2-00-232.200 | Overbill Refunds Payable | \$ 1,062.26 | |
| 23-2-00-233.000 | Net Pension Liability | \$ 7,905.00 | |
| 23-2-00-242.000 | Accrued Payroll | \$ - | |
| 23-2-00-242.100 | VT Sales Tax | \$ - | |
| 23-2-00-242.300 | Accrued Sick Time | \$ (138.91) | |
| 23-2-00-242.350 | Accrued Vacation Time | \$ 12.84 | |

| | | | |
|--------------------------------|-----------------------------------|-----------------|--|
| 23-2-00-531.500 | Passumpsic /Tax Anticipation Note | \$ - | |
| 23-3-00-000.000 | Fund Balance | \$ - | |
| 23-3-00-215.000 | Appropriated Earning | \$ 83,926.66 | |
| 23-3-00-216.000 | Unappropriated Earnings | \$ 2,699,466.31 | |
| | | | |
| | | \$ 3,625,591.35 | |
| Current Year Net Income (Loss) | | \$ (5,809.45) | |
| Total Liabilities & Earnings | | \$ 3,619,781.90 | |
| | | | |
| Variance | | \$ - | |

| WATER | | | | | |
|------------------------------------|-------------------------------------|----------------------|----------------------|------------------------------|-----------------------------|
| Profit & Loss Statement | | | | | |
| For Period Ending: | | June 30, 2023 | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 23-1-00-417.120 | User Fee Interest | \$ - | \$ - | 0% | |
| 23-4-00-415.100 | Materials Sold | \$ - | \$ 39.15 | 0% | |
| 23-4-00-415.200 | Service Bill Labor/Equip | \$ 400.00 | \$ 275.40 | 69% | |
| 23-4-00-417.100 | Taxes & User Fees | \$ 71,004.19 | \$ - | 0% | |
| 23-4-00-417.120 | Tax & User Fee Interest | \$ 1,000.00 | \$ 726.37 | 73% | |
| 23-4-00-417.140 | Del Tax Collector's Fees | \$ 1,000.00 | \$ 960.15 | 96% | |
| 23-4-00-417.200 | Grant Funds | \$ 12,000.00 | \$ - | 0% | |
| 23-4-00-419.100 | Misc. Interest Income | \$ 50.00 | \$ 21.05 | 42% | |
| 23-4-00-419.200 | Customer Accounts Penalti | \$ 1,500.00 | \$ 962.02 | 64% | |
| 23-4-00-419.400 | Bond Interest | \$ - | \$ - | 0% | |
| 23-4-00-421.000 | Misc. Income | \$ - | \$ - | 0% | |
| 23-4-00-421.200 | Gain(Loss) on Disposition of Plt | \$ - | \$ - | 0% | |
| 23-4-00-440.100 | Water Sales | \$ 230,700.00 | \$ 99,881.24 | 43% | |
| 23-4-00-451.000 | Disconnect / Reconnect | \$ - | \$ - | 0% | |
| Total Revenues | | \$ 317,654.19 | \$ 102,865.38 | 32% | |
| 23-6-00-403.000 | Depreciation Expense | \$ 145,000.00 | \$ - | 0% | |
| 23-6-00-408.300 | Water/Sewer Property Tax | \$ 1,600.00 | \$ - | 0% | |
| 23-6-00-431.100 | Interest Expense | \$ 20,135.09 | \$ 6,183.42 | 31% | |
| 23-6-00-431.200 | Finance Charges and Fees | \$ 1,500.00 | \$ - | 0% | |
| 23-6-00-574.000 | Transmission Plant Mainte | \$ - | \$ - | 0% | |
| 23-6-00-580.000 | Water Labor-Operations | \$ 76,066.79 | \$ 42,183.35 | 55% | |
| 23-6-00-580.100 | Water Labor-Training | \$ - | \$ 50.45 | 0% | |
| 23-6-00-580.120 | Water Labor-Customer Jobs | \$ 200.00 | \$ - | 0% | |
| 23-6-00-582.100 | Line / Station Expense | \$ 10,000.00 | \$ 6,320.78 | 63% | |
| 23-6-00-582-110 | Line/Station Expense-Chemicals | \$ 29,000.00 | \$ 6,035.10 | 21% | |
| 23-6-00-582.115 | Line/Station Expense-Testing | \$ 1,800.00 | \$ 1,295.66 | 72% | |
| 23-6-00-582.116 | Line/Station Expense-Scada | \$ - | \$ - | 0% | |
| 23-6-00-582.200 | Water Tools | \$ 2,000.00 | \$ 1,646.20 | 82% | |
| 23-6-00-582.300 | Hydrants | \$ - | \$ - | 0% | |
| 23-6-00-582.320 | Reservoir | \$ - | \$ - | 0% | |
| 23-6-00-586.000 | Water Meters | \$ 2,500.00 | \$ 2,004.30 | 80% | |
| 23-6-00-588.100 | Misc Distribution Exp-Storm Related | \$ - | \$ - | 0% | |
| 23-6-00-590.000 | Water Labor-Maintenance | \$ 6,500.00 | \$ 1,775.15 | 27% | |
| 23-6-00-592.000 | Maint of Structures & Equipment | \$ 5,000.00 | \$ 975.00 | 20% | |
| 23-6-00-594.000 | Maint of Water Lines-Materials | \$ 5,000.00 | \$ - | 0% | |
| 23-6-00-600.100 | UP Operations Contact | \$ - | \$ - | 0% | |
| 23-6-00-600.200 | UP Maintenance | \$ - | \$ - | 0% | |
| 23-6-00-902.000 | Meter Reading Expense | \$ 1,500.00 | \$ 1,173.49 | 78% | |
| 23-6-00-904.000 | Uncollectable Account | \$ 500.00 | \$ - | 0% | |
| 23-6-00-920.100 | Office Salaries | \$ 7,140.30 | \$ 2,405.89 | 34% | |
| 23-6-00-920.150 | Employee Training | \$ 500.00 | \$ - | 0% | |
| 23-6-00-920.200 | Elected Official Salaries | \$ 800.00 | \$ 756.00 | 95% | <i>Annual</i> |
| 23-6-00-920.250 | Tax Collector Fees | \$ 1,500.00 | \$ 924.79 | 62% | |
| 23-6-00-921.100 | Office Supplies | \$ 2,625.00 | \$ 657.09 | 25% | |
| 23-6-00-921.150 | Village Reports | \$ 50.00 | \$ - | 0% | |
| 23-6-00-921.200 | Computer Expense | \$ 832.50 | \$ 3,191.44 | 383% | <i>LCS Controls \$2,731</i> |
| 23-6-00-921.300 | Dispatch Expense | \$ - | \$ - | 0% | |
| 23-6-00-921.400 | Utilities - Electric | \$ 10,000.00 | \$ 3,926.31 | 39% | |
| 23-6-00-921.420 | Utilities-Phone | \$ 900.00 | \$ 859.86 | 96% | |
| 23-6-00-921.440 | Utilities - Fuel | \$ 8,000.00 | \$ 4,362.77 | 55% | |
| 23-6-00-921.500 | Permits Licenses and Dues | \$ 3,000.00 | \$ 895.95 | 30% | |
| 23-6-00-923.100 | Outside Services | \$ 1,000.00 | \$ 64.52 | 6% | |
| 23-6-00-923.110 | Lawn Care | \$ 1,374.14 | \$ 29.79 | 2% | |
| 23-6-00-923.400 | Audit Expense | \$ 1,875.00 | \$ 1,530.55 | 82% | |
| 23-6-00-923.500 | IT Services | \$ - | \$ - | 0% | |
| 23-6-00-924.100 | Property Insurance | \$ 2,233.47 | \$ 1,229.01 | 55% | <i>quarterly</i> |

| WATER | | | | | |
|------------------------------------|---------------------------|-----------------------|----------------------|------------------------------|-------------------------------------|
| Profit & Loss Statement | | | | | |
| For Period Ending: | | June 30, 2023 | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 23-6-00-924.150 | Boiler/Machinery Insuranc | \$ 1,560.55 | \$ 1,849.63 | 119% | |
| 23-6-00-924.200 | Pubic Official Insurance | \$ 161.20 | \$ 80.60 | 50% | <i>quarterly</i> |
| 23-6-00-924.300 | Liability Insurance | \$ 1,638.36 | \$ 819.18 | 50% | <i>quarterly</i> |
| 23-6-00-924.400 | Bond Insurance | \$ - | \$ - | 0% | |
| 23-6-00-924.500 | Vehicle Insurance | \$ - | \$ - | 0% | |
| 23-6-00-924.600 | Unemployment Insurance | \$ 1,033.61 | \$ 775.20 | 75% | <i>quarterly - includes 1-3 qtr</i> |
| 23-6-00-924.700 | Workers Comp Insurance | \$ 6,674.33 | \$ 5,005.74 | 75% | <i>quarterly - includes 1-3 qtr</i> |
| 23-6-00-926.100 | FICA/MEDI | \$ 7,245.45 | \$ 3,816.18 | 53% | |
| 23-6-00-926.200 | Health Insurance | \$ 12,760.74 | \$ 1,905.89 | 15% | |
| 23-6-00-926.300 | Municipal Retirement | \$ 5,953.46 | \$ - | 0% | |
| 23-6-00-926.400 | Compensated Absences | \$ 10,004.64 | \$ 1,671.94 | 17% | |
| 23-6-00-930.000 | Misc. Expense | \$ - | \$ - | 0% | |
| 23-6-00-931.200 | Office Rent | \$ 2,134.00 | \$ - | 0% | <i>Annual</i> |
| 23-6-00-931.300 | Railroad Crossing Lease | \$ 2,200.00 | \$ 2,200.00 | 100% | |
| 23-6-00-931.400 | Vehicle Rent | \$ - | \$ - | 0% | |
| 23-6-00-933.200 | Transportation Mileage | \$ 300.00 | \$ 73.60 | 25% | |
| 23-6-00-933.300 | Backhoe | \$ - | \$ - | 0% | |
| 23-6-00-933.500 | Truck Fuel | \$ - | \$ - | 0% | |
| | | | | 0% | |
| Total Expenses | | \$ 401,798.63 | \$ 108,674.83 | 27% | |
| Net Income (Loss) | | \$ (84,144.44) | \$ (5,809.45) | 7% | |

| WASTE WATER | | | |
|--------------------------------|----------------------------------|------------------------|----------------------------------|
| Balance Sheet | | | |
| For Period Ending: | | June 30, 2023 | |
| Account | Description | Balance | Notes |
| 24-1-00-012.050 | Due to / From (CASH) | \$ (143,946.69) | |
| 24-1-00-012.100 | Cash UB Clearing | \$ - | |
| 24-1-00-107.000 | CWIP | \$ 27,367.39 | |
| 24-1-00-108.000 | Accumulated Depreciation | \$ (3,844,622.43) | |
| 24-1-00-120.000 | Sewer Checking | \$ - | |
| 24-1-00-128.000 | Defered Outflows-Pension | \$ 15,797.00 | |
| 24-1-00-130.120 | Community / Backhoe | \$ - | |
| 24-1-00-130.130 | Community / Capital Reser | \$ 14,910.44 | |
| 24-1-00-130.140 | Community / Major Repair | \$ 13,786.04 | |
| 24-1-00-142.100 | Accts Rec / Utility | \$ 33,466.48 | |
| 24-1-00-142.200 | Accts Rec / Service Bills | \$ 1,830.00 | |
| 24-1-00-142.300 | Unbilled Revenue | \$ - | |
| 24-1-00-143.100 | Other Accounts Receivable | \$ - | |
| 24-1-00-143.200 | Tax/User Fee Receivable | \$ 246.67 | |
| 24-1-00-143.210 | Tax Collections-WW AR | \$ 1,711.52 | |
| 24-1-00-143.250 | Tax/User Fee Interest Receivable | \$ - | |
| 24-1-00-144.000 | Allowance For Doubtful Ac | \$ (1,000.00) | |
| 24-1-00-154.100 | Inventory / Materials | \$ 10,814.09 | |
| 24-1-00-165.100 | Prepaid Expenses | \$ - | |
| 24-1-00-165.200 | Prepaid Insurance | \$ 0.01 | |
| 24-1-00-233.000 | Net Pension Liability | \$ - | |
| 24-1-00-389.000 | Land | \$ - | |
| 24-1-00-390.000 | General Structures and Eq | \$ 6,698,729.46 | |
| 24-1-00-392.000 | Transportation Equipment | \$ 37,738.43 | |
| Total Assets | | \$ 2,866,828.41 | |
| 24-2-00-221.150 | VMBB 2012 Series 4 & 5 | \$ 53,515.39 | <i>LTD=12.6% of total assets</i> |
| 24-2-00-228.000 | Defered Inflows-Pension | \$ 59,999.00 | |
| 24-2-00-231.320 | USDA / Improvement Loan # | \$ 307,196.97 | |
| 24-2-00-231.420 | State of VT / Loan | \$ - | |
| 24-2-00-232.100 | Accounts Payable | \$ - | |
| 24-2-00-232.200 | Overbill Refunds Payable | \$ 1,421.30 | |
| 24-2-00-233.000 | Net Pension Liability | \$ (44,708.00) | |
| 24-2-00-242.000 | Accrued Payroll | \$ - | |
| 24-2-00-242.300 | Accrued Sick Time | \$ 2,131.21 | |
| 24-2-00-242.350 | Accrued Vacation Time | \$ 3,933.42 | |
| 24-3-00-000.000 | Fund Balance | \$ - | |
| 24-3-00-215.000 | Appropriated Earnings | \$ 28,689.29 | |
| 24-3-00-216.000 | Unappropriated Earnings | \$ 2,535,744.23 | |
| | | \$ 2,947,922.81 | |
| Current Year Net Income (Loss) | | \$ (81,094.40) | |
| Total Liabilities & Earnings | | \$ 2,866,828.41 | |
| Variance | | \$ - | |

| WASTE WATER | | | | | |
|------------------------------------|--------------------------------------|----------------------|----------------------|------------------------------|--|
| Profit & Loss Statement | | | | | |
| For Period Ending: | | June 30, 2023 | | | |
| Account | Description | 2023 Budget | 2023 YTD | Actual as % of Budget | Notes |
| 24-4-00-415.100 | Materials Sold | \$ - | \$ - | 0% | |
| 24-4-00-415.200 | | \$ - | \$ 1,830.00 | | |
| 24-4-00-417.100 | Taxes and User Fees | \$ 57,165.00 | \$ - | 0% | <i>Annual</i> |
| 24-4-00-417.120 | Tax and User Fee Interest | \$ 1,500.00 | \$ 836.34 | 56% | |
| 24-4-00-417.140 | Del Tax Collector Fees | \$ 1,500.00 | \$ 1,044.57 | 70% | |
| 24-4-00-417.200 | Grant Funds | \$ - | \$ 15,111.78 | 0% | |
| 24-4-00-419.100 | Misc. Interest Income | \$ 100.00 | \$ 7.19 | 7% | |
| 24-4-00-419.200 | Customer Account Penalties | \$ 1,600.00 | \$ 1,147.54 | 72% | |
| 24-4-00-421.000 | Misc Income | \$ - | \$ - | 0% | |
| 24-4-00-421.200 | Gain(Loss) on Disposition of Plt | \$ - | \$ - | 0% | |
| 24-4-00-440.100 | Waste Water Sales | \$ 355,000.00 | \$ 151,775.38 | 43% | |
| 24-4-00-440.200 | Town of Glover Sewer Rent | \$ - | \$ - | 0% | |
| 24-4-00-451.000 | Disconnect / Reconnect | \$ - | \$ - | 0% | |
| | | | | 0% | |
| Total Revenues | | \$ 416,865.00 | \$ 171,752.80 | 41% | |
| 24-6-00-403.000 | Depreciation Expense | \$ 138,000.00 | \$ 19,749.53 | 14% | |
| 24-6-00-408.300 | Water/Sewer Property Tax | \$ 2,700.00 | \$ - | 0% | |
| 24-6-00-431.100 | Interest | \$ 9,093.68 | \$ 7,382.27 | 81% | |
| 24-6-00-431.200 | Finance Charges and Fees | \$ 100.00 | \$ - | 0% | |
| 24-6-00-580.000 | Sewer Labor-Operations | \$ 96,170.77 | \$ 63,147.36 | 66% | |
| 24-6-00-580.100 | Sewer Line Expenses | \$ 5,000.00 | \$ 4,182.61 | 84% | |
| 24-6-00-580.115 | Sewer Labor-Training | \$ 1,500.00 | \$ 3,379.97 | 225% | |
| 24-6-00-580.120 | Sewer Exp-Customer Jobs | \$ - | \$ - | 0% | |
| 24-6-00-582.100 | Station Expenses | \$ 200.00 | \$ 4,470.05 | 2235% | |
| 24-6-00-582.110 | Sewer/Line Exp-Chemicals | \$ 32,400.00 | \$ 25,093.64 | 77% | |
| 24-6-00-582.115 | Sewer/Line Exp-Testing | \$ 9,000.00 | \$ 2,720.72 | 30% | |
| 24-6-00-582.116 | Sewer/Line Exp-Scada | \$ - | \$ - | 0% | |
| 24-6-00-582.200 | Sewer Tools | \$ 2,500.00 | \$ 224.72 | 9% | |
| 24-6-00-590.000 | Sewer Labor-Maintenance | \$ 3,000.00 | \$ 969.67 | 32% | |
| 24-6-00-592.100 | Maint of Struct & Equip-Plant | \$ 10,000.00 | \$ 4,577.38 | 46% | |
| 24-6-00-592.110 | Maint of Struct & Equip-Lift Station | \$ 3,000.00 | \$ 3,248.52 | 108% | <i>BP Wastewater pumping/cleaning</i> |
| 24-6-00-592.120 | Maint of Struct & Equip-Scada | \$ - | \$ 695.77 | 0% | |
| 24-6-00-594.000 | Sewer Maintenance of Lines | \$ 5,000.00 | \$ 7,250.00 | 145% | <i>BP Wastewater pumping/cleaning</i> |
| 24-6-00-600.100 | UP Operations Contract | \$ - | \$ - | 0% | |
| 24-6-00-600.200 | UP Maintenance | \$ - | \$ - | 0% | |
| 24-6-00-600.300 | Sludge Removal | \$ - | \$ 16,374.87 | 0% | |
| 24-6-00-610.000 | Sludge Disposal | \$ 10,000.00 | \$ 3,970.05 | 40% | |
| 24-6-00-620.000 | Grit Disposal | \$ 1,200.00 | \$ - | 0% | |
| 24-6-00-902.000 | Meter Reading | \$ 1,500.00 | \$ 1,173.49 | 78% | |
| 24-6-00-904.000 | Uncollectable Accounts | \$ - | \$ - | 0% | |
| 24-6-00-920.100 | Office Salaries | \$ 7,140.30 | \$ 2,405.89 | 34% | |
| 24-6-00-920.150 | Employee Training | \$ - | \$ - | 0% | |
| 24-6-00-920.200 | Elected Official Salaries | \$ 800.00 | \$ 756.00 | 95% | <i>Annual</i> |
| 24-6-00-920.250 | Tax Collector Fees | \$ 2,000.00 | \$ 1,008.56 | 50% | |
| 24-6-00-921.100 | Office Supplies | \$ 3,500.00 | \$ 1,025.87 | 29% | |
| 24-6-00-921.150 | Village Reports | \$ - | \$ - | 0% | |
| 24-6-00-921.200 | Computer Expense | \$ 1,110.00 | \$ 713.17 | 64% | |
| 24-6-00-921.300 | Communication Expense | \$ - | \$ - | 0% | |
| 24-6-00-921.400 | Utilities - Electric | \$ 40,000.00 | \$ 14,889.03 | 37% | |
| 24-6-00-921.420 | Utilities - Phone | \$ 3,200.00 | \$ 700.95 | 22% | |
| 24-6-00-921.440 | Utilities - Fuel | \$ 6,500.00 | \$ 3,981.65 | 61% | |
| 24-6-00-921.500 | Permits Licenses Dues | \$ 1,200.00 | \$ 1,466.67 | 122% | |
| 24-6-00-923.100 | Outside Services | \$ 2,500.00 | \$ 1,360.32 | 54% | <i>\$1,255 Missions Communications</i> |
| 24-6-00-923.110 | Lawn Care | \$ 2,363.52 | \$ 223.46 | 9% | |
| 24-6-00-923.400 | Audit Expense | \$ 2,500.00 | \$ 1,580.57 | 63% | |

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

Memorandum

To: Barton Village Board of Trustees
 From: Crystal Currier
 Date: 07/24/2023
 Subject: Letters/Requests to the Board
 Agenda: Agenda Item "I"

The Board has received several letters of various requests:

1. Account #30285-4 158 Park Street: See customer request to abate wastewater portion of June/July billing. Average usage is approximately 6,000-8,000 gallons, billed for 17,000 gallons in June and 9,000 gallons in July.

| | |
|---------------------|----------|
| 7,000 gallons (avg) | \$45.50 |
| 9,000 gallons | \$58.50 |
| 17,000 gallons | \$110.50 |

2. Account #30209-0 15 Glover Road: See customer request to abate wastewater charges based on previous bills. Usage for July not determined at this time. Usage due to flooding.

3. New Electric Service 2000 Cooks Road, Westmore: See customer letter and background below.

Application date: 06/13/2021
 VEC Estimates: 07/21/2021
 BVI Estimate: 11/2/2022 \$25,220
 Pmt Rcd: 11/18/2022
 Invoice Date: 12/26/2022 \$36,628
 Amount Due: \$11,084
 Primary URD Cost: \$11,334

The customer submitted an application in July of 2021 during the time VEC was conducting new service work for Barton. VEC prepared to estimates (one underground, one overhead) in CY 2021 but the work did not occur. In CY 2022, the customer contacted BVI regarding the new service - this occurred between the transition of VEC's contract end and VPPSA's contract start. The line foreman prepared an estimate in November of 2022 and the customer indicated to move forward. This was between November/December and time was getting short to get work completed

before the ground was covered with snow. The work was completed and when the final invoice was completed (trued-up to actual), there was a balance due of \$11,084. The estimates are generally very close to the actual with minimal true-ups so this was unusual. After reviewing the estimate and the actual invoice it was determined that the estimate did not include the cost of the primary URD wire. The cost of that one-line item was \$11,334. The customer wanted to discuss this with "someone higher up" and I explained that from the office level, I was that person. After talking to the line foreman, I explained what happened and did indicate it was an oversight on our part and took responsibility for that. The customer remained upset due to the remaining balance due and I provided him with information for the Board of Trustees and the Public Service Department so that he could file a formal complaint. I subsequently spoke to the Vermont Public Service Department and they indicated that while unfortunate, the line extension only services the one customer and that they would not support other customers subsidizing the bill for a service that only serviced the customer. Barton's line extension policy does indicate that the customer will receive an "estimate" and that the costs are trued-up once the work is completed and that the meter is not installed until the cost of the work has been paid.

4. Vt Trappers Association Request to allow the discharge of firearms on Saturday September 23 and Sunday September 24th.

Proposed Motion: Based on each individual item above.

To Whom It May Concern Rec'd 6/29/23

BOT Agenda "I"

When I received my water Bill I was charged for 17,000 gallons of water I rarely go over 6,000 so I went down to basement on the 15th when I received my bill and someone had turned on an open water pipe. I'm asking if it would be possible for me to be excused from sewer part over 7,000 gallons on the June bill Also on the July reading because it was read on the 6th of June for this months bill and I didn't catch the open pipe until the 15th so 9 days of water pouring out of open pipe. I don't know who did it but the back ~~door~~ door had been kicked in and lock broke I've been having alot of problems. I'm 69 yrs old this is my Mom's House who passed away in 2021 and my brother who is in control of will. Has not put it in probate All I'm here for is to pay Insurance & Taxes and any utilities that is used. So when something like this happens it takes a big chunk out of my SSI.

If you could Help me with the
sewer part over 7000~~0~~ gallon it would
be appreciated.

Violet Simoneau
[Former Guardian of
Jessie Thornton
158 Park St.
Barton

Phone # 802-323-2599

PS Don't Know Why Anyone would Do
This.

Barton United Church
POB 306
Barton, VT 05822
July 14, 2023

Barton Village Trustees,

I am writing on behalf of the Barton United Church. This week, as you can imagine, we have used gallons upon gallons of water to clean the floor at our church. The water covered the whole floor from the kitchen, dining room, vestry and into the office. A story you have seen or heard from others. The water we used was not put down the drains but rather emptied outside. We would ask that the Trustees consider an adjustment on our sewer bill by billing us based on our previous bills. This consideration would be greatly appreciated by the church congregation.

Sincerely,
Susan Penharlow, for the
Barton United Church Board of Trustees

Susan Penharlow

From: [Gina Lyon](#)
To: [Crystal Currier](#)
Cc: [Marilyn Prue](#)
Subject: FW: Barton Electric
Date: Wednesday, July 5, 2023 10:17:38 AM

From: [Mike Cloutier](#)
Sent: Wednesday, July 5, 2023 10:12 AM
To: ginalyonbvt@gmail.com; mprue@villageoforleansvt.org
Cc: [Michael Cloutier](#)
Subject: Barton Electric

Good morning,

I'm writing to you this morning seeking some help with an issue I'm having with Barton Electric. Let me first introduce myself, my name is Mike Cloutier and I live in Boulder Colorado with my wife and son. We own some land (117 acres) in Westmore and it is our dream to develop it with a home we can some day retire to (my father was born and raised in Barton). I am not a wealthy man and we have been doing a little bit here and there as we can. So far we have had a road built and we have had electricity run underground to our proposed building site. Neither of these have been inexpensive projects and unfortunately both have cost us way more than we were quoted and budgeted for...

When we chose a building site, the cost of running electricity was a determining factor. A representative from Barton Electric came out on two separate occasions to get accurate measurements and insure we had all the options to make a decision. To keep this brief out of respect for your time, we

made the decision and decided to move forward with running electricity underground. The quote from Barton Electric for their portion was \$25,219.78. In addition to this, I had to hire an excavation company to do the actual work. The representative from Barton Electric told me they usually bid high to account for any minor problems or issues and unless something like a rock ledge alters the route for the electricity, they usually come in under their estimate. We paid Barton Electric in full and the project began. The project was completed in December without any issues according to both the power company and the excavation company. I waited patiently for the next step, for them to connect power. Instead, I received a bill from Barton Electric for \$11,083.71 and notice that until I paid this, power would not be turned on. Needless to say, we were very upset by this news. It turns out they made several errors on their estimate and had left off materials necessary to complete the job (one of the errors I actually caught before the project in spite of me knowing nearly nothing about running new electricity on a property).

So here we are in July, I still can't turn on a light bulb after spending approximately \$40,000 all in to get electricity on our property. I could see and understand a small miscalculation causing an added expense but being off by nearly 50% and expecting me to just write a check for \$11,083.71 is not fair and unacceptable. When I tried to discuss this with them, I was told "well you really had no other options"... I pointed out I had a multitude of options including choosing a building site closer to the road and/or running power above ground - all would of saved us substantially if we had received an accurate quote. Instead we trusted they were the experts and stretched our budget to the maximum to go with the plan we chose.

I'm writing to you in the hopes you can intervene on our behalf and help resolve this situation. We've stopped all of our progress on the property as we wait for a positive outcome to this. We've tried very hard to support all the local merchants and businesses, to be treated like this is very disappointing to say the least. I have spoken with an attorney but want to exhaust all efforts with you before doing anything else...

Thank you for your time. Any help, greatly appreciated.

Mike Cloutier

Mike Cloutier
(713)540-2122
mikecloutier10@gmail.com

Dear Barton Village Trustees,

July 11, 2023

The Vermont Trappers Association will be holding our Annual Rendezvous at the Barton Fairgrounds on September 23 and 24 (see flyer provided). As part of our traditional activities we typically have a blackpowder muzzleloader shoot on Saturday (the 23rd of September this year) and .22 caliber rifle/pistol shoots on Sunday (the 24th of September this year).

We are requesting the Trustees to grant us a waiver to allow discharge of firearms (muzzleloaders and .22 caliber handguns/rifles) on Saturday September 23 and Sunday September 24. Shooting will not begin before 8:45 on Saturday or 09:00 on Sunday and will be done by 1:30 on both days. Please see attached information that includes a Letter from the Secretary/Treasurer of the Vermont State Rifle and Pistol Association (VSRPA) and a copy of the VSRPA's insurance policy for events such as ours. They will be sponsoring our shoots and will have a Range Safety Officer present to oversee our shooting event.

Additionally, some of our campers will typically have small campfires contained in fire pit type arrangements on Friday and Saturday night and we request authorization to continue with that traditional arrangement as well.

We look forward to having another wonderful event in Barton this year. Please feel free to join us for our Pig Roast and all of our events. Thank you for your consideration of this matter.

Sincerely,

Jim F. Calchera

Jim Calchera,
Treasurer, Vermont Trappers Association
PO Box 451
Vernon, VT 05354
(802)-722-9790 (802)-289-4592 (c)

*I see that there is a new chair; please call me if you would like to discuss this before bringing it up at Trustees meeting. Thanks!
calcherajim@gmail.com Jim*

**49th Annual Vermont
Trappers Association
TRAPPERS & SPORTSMEN
RENDEZVOUS**



September 23rd and 24th, 2023

Barton, Vermont

Orleans County Fairgrounds ~ Doors Open at 7 AM

\$5 Admission Good for Both Days

Camping with Hook-up Available

Trapping & Skinning Demos ~ Saturday Night Pig Roast

Blackpowder and .22 Pistol/Rifle Shoots

VTA Auction ~ **Annual Meeting Saturday 1:00** ~ Gun Raffle

Hunting, Fishing, Blackpowder & Trapping Supplies

Food Concession Stand ~ Pie Baking Contest

Arts & Crafts ~ Door Prizes ~ 50/50 Raffle ~ Frying Pan Toss

Special Events for Kids ~ NO Trappers Education Class!

PUBLIC and NEW VENDORS WELCOME!

For Information

Kevin Lawrence • (802) 280-5884 • nedappleman@gmail.com

Jim Calchera • (802) 722-9790 • calcherajim@gmail.com

For Trappers Ed and other Rendezvous Info see VTA Website: vermonttrappers.com



VSRPA
454 South Main Street, Northfield, VT 05663
(802) 485-6818 www.vsrpa.org

~~Town of Barton~~
c/o Village Board of Trustees
34 Main Street 17 Village Square
Barton, VT 05822

July 10, 2023

RE: Vermont Trappers Association (VTA) Rendezvous; Proof of Insurance and Range Safety Training

Dear Barton Village Trustee Board:

My name is Chris Bradley, and I am the duly elected Secretary/Treasurer of the Vermont State Rifle & Pistol Association (VSRPA).

As has been done in previous years, the VTA plans to conduct a Black Powder shoot on the Saturday 9/23, as well as a .22 shoot on Sunday 9/24, with the VSRPA sponsoring both days/events.

Annually, the VSRPA purchases Liability Insurance through Lockton Affinity LLC, which is an National Rifle Association (NRA) approved insurance carrier. Through this insurance, any shooting event that the VSRPA sponsors is covered up to \$1,000,000 for each event in addition to other coverage. This coverage is not specific to any one location, but in fact covers us no matter where we hold or sponsor an event in Vermont.

For your review, I am attaching a copy of our Insurance Coverage, which you will see is current and covers us through 2024.

Beyond supplying you with a copy of our insurance coverage, we understand that there is a need to make a statement concerning the qualifications of the VSRPA member who will be onsite to insure safety. The VSRPA will therefore provide a VSRPA member to be onsite, with this member have expertise in Range Safety procedures and that he is fully qualified to serve as a Range Safety Officer (RSO).

If there are any further questions concerning the VSRPA coverage of the VTA shooting events mentioned above, or if there are any other questions whatsoever - please do not hesitate to contact me.

Best Regards,

Chris Bradley
Secretary/Treasurer - VSRPA
Cell: (802) 371-8758 Email: Secretary@vsrpa.org

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

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: 07/24/2023
Subject: Approval of BVI Personnel Policy
Agenda: Agenda Item "J"

The updated personnel policy was presented to the Board at the Board of Trustees meeting on July 10th with the request for feedback on the updates made. The Board discussed several portions of the policy and one change was made following that discussion:

Holidays: Added language: "Any employee who is absent from work due to illness on the day preceding or following a holiday shall forfeit being paid for that holiday unless the employee's illness is certified by a doctor's certificate, if required by the immediate supervisor".

Proposed Motion: Motion to approve the updated personnel policy effective as July 24, 2024.

BARTON VILLAGE, INC.
PERSONNEL POLICY

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Section 1: TITLE AND AUTHORITY

This policy shall be known as the Village of Barton personnel policy. It has been adopted by the Village of Barton Board of Trustees pursuant to 24 V.S.A. §§ 1121 and 1122.

This personnel policy does not constitute a contract of employment. For employees not covered by any collective bargaining agreement, employment with the Village of Barton is *at-will* and not for any definite period or succession of periods of time. The Village or the employee may terminate employment at any time, with or without notice. The Board of Trustees reserves the right to amend any of the provisions of this personnel policy for any reason and at any time, with or without notice, except in the instance of collective bargaining units. They will receive adequate notice to determine if changes need to be bargained.

This personnel policy will be administered by the Village of Barton Board of Trustees or its authorized representative(s).

Section 2: PERSONS COVERED

This personnel policy applies to full and part-time, employees of the Village of Barton, except when indicated. Except by separate written agreement, seasonal and/or temporary employees, elected officers and their statutory assistants, members of Village boards and commissions, volunteers, and persons who provide the Village with services on a contract basis are not covered by this policy.

For purposes of this policy, employees are defined as follows:

- a. **Collective Bargaining Unit Employee:** An employee who is employed by BVI and enrolled in the Collective Bargaining Unit.
- b. **Non-Collective Bargaining Unit Employee:** An employee who is employed by BVI and is not enrolled or eligible to be enrolled in the Collective Bargaining Unit.
- c. **Full-time:** An employee who works at least 40 hours per week on a regular and continuing basis.
- d. **Part-time:** An employee who works fewer than 40 hours per week on a regular and continuing basis.
- e. **Temporary/Seasonal Employee:** An employee who has been hired by BVI to work on a specific project or to fill-in for a determinable period of time. Typically, seasonal/temporary employees will not exceed one hundred eighty workdays per calendar year; however, this limitation may be exceeded by mutual written agreement between BVI and the employee.

Where a conflict exists between this policy and any collective bargaining agreement or individual employment contract, the latter will control.

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

The policy of the Village of Barton is to provide equal opportunity to all employees and applicants without regard to race, color, religion, ancestry, sex, sexual orientation, gender identity, age, national origin, place of birth, marital status, disability, veteran's status, health status, pregnancy, genetic information, union status, or any other category of person protected under state or federal law.

Section 4: PROBATIONARY PERIOD

All new employees will be required to complete a three-month probationary period. The purpose of this probationary period is to determine whether the employee is suited for the job. During the probationary period, an employee may be terminated at any time at the sole discretion of the Barton Village Board of Trustees. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

Section 5: CONDUCT OF EMPLOYEES

All employees are considered representatives of the Village and as such are expected to conduct themselves in a courteous, helpful and respectful manner in all their interactions with the public, other employees, and elected and appointed officials.

All employees are expected to faithfully execute the duties and responsibilities of their office to the best of their ability and in compliance with the provisions of this personnel policy.

Section 6: CONFLICTS OF INTEREST

Every employee of the Village shall carry out his or her job in a way that ensures that neither the individual employee nor any other employee of the municipality will gain a personal or financial advantage from his or her work for the municipality and so that the public trust will be preserved. All decisions made by municipal employees shall be made based on the best interest of the community at large rather than the interests of any particular individual or employee.

An employee shall not participate in any official action if s/he has a conflict of interest in the matter under consideration. A "conflict of interest" shall mean a direct or indirect personal or financial interest of the employee, his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother- or sister-in-law, business associate, employer or employee, in the outcome of a cause, proceeding, application or any other matter pending before the employee or before the municipality.

An employee shall not personally, or through any member of his or her household, business associate, employer or employee, represent, appear for, or negotiate in a private capacity on behalf of any person or organization in a cause, proceeding, application or other matter pending before the municipality.

An employee shall not use resources not available to the general public, including but not limited to Village staff time, equipment, supplies, or facilities for private gain or personal purposes.

An employee may accept a nominal gift or gratuity in connection with an action associated with their official duties on behalf of the Village with an estimated monetary value not exceeding \$20 once per calendar year, with the understanding that employees may not directly or indirectly ask, demand, exact, solicit, accept or receive any gift, gratuity, act or promise beneficial to that individual, or another, which could influence any action or inaction associated with their official duties on behalf of the Village, or create the appearance of impropriety in connection with any actions or inactions associated with their official duties on behalf of the Village. Nor shall any employee authorized to procure or to recommend procurement of materials, supplies or services corruptly, directly or indirectly, ask, demand, exact, solicit, seek, accept, receive or agree to receive for the employee or another person, any benefit or benefits from the person providing or soliciting the provision of such materials, supplies or services with the exception of items of a de minimus nature valued \$20 or less (such as vendor booth "freebies").

Section 7: HOURS OF SERVICE

Regular work hours for persons employed by the Village of Batton shall be 7:30 a.m. to 4:00 p.m., Monday through Friday, with 30 minutes unpaid time allowed for lunch unless their supervisor or the Village of Barton Board of Trustees agree otherwise.

Regular work hours may be changed and employees may be expected to work additional hours that may exceed forty hours in a given week, as circumstances require. All road and electric crew employees are required to be available for work on an on-call basis, especially during the winter months. All Village employees are required to be available for work in case of an emergency, weather-related, or otherwise.

All employees are expected to be in attendance during regular work hours. Employees who will be absent from work are expected to notify their supervisor in advance whenever possible. Employees who are calling in sick are expected to notify their supervisor as soon as possible, but no later than 8:00 a.m.

Section 8: OUTSIDE EMPLOYMENT

The primary occupation of all full-time employees shall be with the Village. Employees may not engage in any outside business activities during their normal working hours. Employees are prohibited from undertaking outside employment that interferes with their job performance or constitutes a conflict of interest.

Prior to accepting any outside employment, employees will disclose their intent to do so in writing and obtain prior clearance from the Village of Barton Board of Trustees that such employment does not constitute a conflict of interest. A record of the Trustees' approval/disapproval will be recorded in the employee's personnel file.

A conflict of interest means a direct or indirect personal or financial interest of an employee, his or her close relative, household member, business associate, employer or employee. A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

Section 9: POLITICAL ACTIVITY

No employee may use his or her official authority for the purpose of interfering with or affecting the nomination or election of any candidate for public office, or demand or solicit from any individual direct or indirect participation in any political party, political organization or support of any political candidate. Employees are prohibited from using Village facilities, equipment or resources for political purposes and from pursuing political activities while working.

This personnel policy is not to be construed to prevent employees from becoming or continuing to be members of any political party or organization, from attending political party or organization meetings or events, or from expressing their views on political matters, so long as these views are clearly articulated as being those of the individual and not of the Village, and these activities do not interfere with the individual's ability to effectively perform his or her duties and take place or are expressed during non-working hours. Nor is this personnel policy to be construed as prohibiting, restraining or in any manner limiting an individual's right to vote with complete freedom in any election.

Section 10: NEPOTISM

The Village - in recognition of the potential for a conflict of interest to occur in the workplace where a close relative is responsible for supervising or evaluating the work performance of another close relative - prohibits the hiring or transferring of relatives, when doing so will result in a close relative supervising or evaluating another close relative, or a close relative supervising or evaluating the immediate supervision of another close relative.

A close relative includes a spouse, civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt or uncle, niece or nephew, parent-in-law and sibling-in-law.

In the instance where a Trustee is elected and directly supervises a close relative, that Trustee will recuse him/herself from performance reviews and any personnel actions related to that close relative.

Section 11: ALCOHOL AND DRUG USE

The following conduct is prohibited during working hours and on-call hours, while using municipal equipment, and/or while on municipal property:

- The use of alcohol
- The use of drugs except in the manner prescribed by a duly-licensed physician or dentist
- Being under the influence of drugs or alcohol
- The possession, sale, transfer, or purchase of illegal drugs

An employee who engages in any of the above behaviors will be subject to the drug testing policy and subsequent disciplinary action up to and including termination in accordance with VSA 21 Chapter 5 Subchapter 11

In addition to this policy, employees who operate commercial motor vehicles (CMVs) for the Village are also subject to the provisions of the Village's CMV Drug and Alcohol Policy.

Section 12: TOBACCO USE

In recognition of the hazards that tobacco poses to the health of employees, and in accordance with 18 V.S.A. §§ 1421 et seq. and §§ 1741 et seq., the Village hereby prohibits employees' use of tobacco in any form, including electronic cigarettes, in all publicly-owned buildings, offices and enclosed areas, and in all Village vehicles.

Section 13: PERFORMANCE EVALUATIONS

Employees will receive performance evaluations prior to their anniversary date of their employment with the Village. The results of such evaluations will be submitted to the employee, the employee's supervisor, the Village of Barton Board of Trustees and will become a part of the employee's personnel file. In the event that a performance evaluation is not completed, the employee will receive an automatic rating of "meets expectations".

Section 14: COMPENSATION

- A. Collective Bargaining Unit Employees:
 - Collective Bargaining Unit Employees shall be compensated based on the pay scale identified in the collective bargaining unit agreement.
- B. Non Collective Bargaining Unit Employees:
 1. **Pay Period** – Employees shall be paid on a weekly basis. The week starts on Monday and ends on Sunday.
 2. **Timesheets** - Employees are required to submit timesheets identifying the hours work and how those hours are segregated by department. Failure to submit a timesheet in a timely manner may delay payment to the employee to the extent allowed by law.
 3. **On-Call, Overtime and Compensatory Pay** -

Due to the nature of certain village positions, Non-Collective Bargaining Unit employees may be required to be on-call and/or required to work weekends and/or holidays. If an employee is required to work on a weekend day and/or a holiday, the village shall compensate the employee for a three-hour minimum per standard schedule or specific call-out.

In accordance with the Federal Fair Labor Standards Act, the Village is required to compensate nonexempt, non-collective bargaining unit employees at the rate of one and one-half hours for each hour actually worked in excess of forty hours in any workweek. However, BVI expands this to reflect compensation to nonexempt non-collective bargaining unit employees at a rate of one and one-half hours for each hour worked in excess of eight (8) hours in a work-day, including Saturdays and double-time on any hours worked on Sunday and/or a Holiday. Holidays, sick leave, compensatory time off, and vacation days shall count as hours worked for purposes of calculating either overtime or compensatory time eligibility.

In place of overtime pay, the Village, in its discretion, may provide nonexempt employees with compensatory time off ("comp time") subject to the following conditions:

- Comp time in lieu of overtime pay is issued solely at the Village's discretion.
- Comp time is earned at a rate of one and one half hours for each hour worked in excess of eight (8) hours worked in any workday and/or Saturday and at a rate of double pay for any hour worked on Sunday or Holidays.
- All overtime, with the exception of on-call and emergency overtime, should be pre-approved whenever possible by an employee's supervisor/ manager. The employee should indicate on their weekly timesheet, their preference for overtime paid in cash or if they would prefer comp time.
- An employee may accrue a maximum of 90 hours of comp time in a calendar year. An employee who has accrued 90 hours of comp time will be paid overtime compensation for any additional overtime hours.
- An employee receiving payment for accrued comp time will be paid at the regular rate of pay earned by the employee at the time the employee receives such payment.
- Upon termination from employment, an employee will be paid for unused comp time at his/her regular rate of pay at the time of termination.
- An employee who has accrued comp time and requests use of comp time will be permitted to use such time off within a reasonable period after making the request if such use does not unduly disrupt the Village's operations. Requests for use of comp time must be submitted to the employee's supervisor, who will have sole discretion to grant or deny the request. Requests for use of comp time will not unreasonably be withheld.

Section 15: PERSONNEL RECORDS

Personnel records will be maintained for each employee of the Village. In accordance with Vermont's Public Records Law, any employee or the employee's designated representative may inspect or copy his or her personnel file at a mutually agreeable time during regular office hours. The Village reserves the right to have its representative present at the time its files are examined or copied.

Section 16: USE OF VILLAGE EQUIPMENT

Except as provided in Section 17, the use of Village equipment or property for personal use is strictly prohibited. Employees should have no expectation of privacy regarding anything stored in or on Village-owned property or Village-owned equipment, including but not limited to desks, filing cabinets, lockers, and vehicles. Employees should expect that such areas may be searched at any time to retrieve work-related materials or to investigate violations of workplace rules.

Section 17: USE OF VILLAGE COMPUTER SYSTEM

The Village computer system is to be used by employees for the purpose of conducting Village business. Occasional, brief, and appropriate personal use of the Village computer system is permitted, provided it is consistent with this policy and does not interfere with an employee's job duties and responsibilities.

Employees should have no expectation of privacy regarding anything created, sent or received on the Village computer system. The Village may monitor any and all computer transactions, communications and transmissions to ensure compliance with this policy and to evaluate the use of its computer system. All files, documents, data and other electronic messages created, received or stored on the Village computer system are open to review and regulation by the Village and may be subject to the provisions of Vermont's Public Records Law.

Employees may not introduce software from any outside source on the Village's computer system without explicit prior authorization from their supervisor. Employees may be held responsible for any damages caused by using unauthorized software or viruses they introduce into the Village computer system.

Employees who have a confidential password to access the Village's operating system should be aware that this does not mean the computer system is for personal confidential communication, nor does it suggest that the computer system is the property of that person.

Transmission of electronic messages on the Village computer system shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. The following are examples of uses of the Village computer system which are prohibited:

- Communications that in any way may be construed by others as disruptive, offensive, abusive, discriminatory, harassing, or threatening;
- Communications of sexually explicit images or messages;
- Transmission of chain letters or solicitations for personal gain, commercial or investment ventures, religious or political causes, outside organizations, or other non job-related solicitations during or after work hours;
- Access to internet resources, including web sites and news groups, that are inappropriate in a business setting;
- Any other use that may compromise the integrity of the Village and its business in any way.

Email messages that are intended to be temporary, non-substantive communications may be routinely discarded. However, employees must recognize that emails sent, received, or stored on the Village computer system are subject to Vermont's Public Records Law and may be covered by the State of Vermont's retention rules and disposition schedules for municipal records.

For purposes of this section, "computer system" means all smart phones, computer-related components and equipment including, but not limited to, host computers, file servers, workstation terminals, laptops, software, internal or external communication networks, the world wide web (www), the Internet, commercial online services, bulletin board systems, back up systems and the internal and external e-mail systems accessed via the Village's computer equipment.

Section 18: ELIGIBILITY FOR BENEFITS

Currently the only Village employees eligible for benefits are full-time employees, unless otherwise stated.

Section 19: LEAVE

A. HOLIDAY LEAVE

Full-time employees will receive the following paid holiday leave:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday. Any employee who is absent from work due to illness on the day preceding or following a holiday shall forfeit being paid for that holiday unless the employee's illness is certified by a doctor's certificate, if required by the immediate supervisor.

Part-time employees will receive pro-rated holiday pay as outlined in Appendix B

B. VACATION LEAVE

1. Full-time employees within the collective bargain unit will accrue vacation as indicated in the collective bargaining agreement.
2. Non-Collective Bargaining Unit Employees shall receive vacation as follows:
 - a. Annual Accrual.

| Years of Service | Annual Accrual Rate |
|------------------|--|
| 0-4 years | Based on Letter of hire but not less than 80 hours |
| 5-9 years | Initial + 40 hours |
| 10-14 years | Initial + 80 hours |
| 15-24 years | Initial + 120 hours |
| 25+ years | Initial + 136 hours |

- b. Employees shall have an annual cap and not accrue more than 150% of his/her annual accrual rate.

- c. Vacation leave accrual begins on the date of hire. However, an employee may not take vacation during his/her probationary period. An increase in the annual rate of accrual of vacation time will occur at the beginning of the year based on the anniversary of their date of hire.
- d. Employees shall have an annual cap and not accrue more than 150% of his/her annual accrual rate.
- e. Vacation leave accrual begins on the date of hire. However, an employee may not take vacation during his/her probationary period. An increase in the annual rate of accrual of vacation time will occur at the beginning of the year based on the anniversary of their date of hire.
- f. Employees will receive vacation leave pay at the employee's regular rate of pay at the time used. To help maintain a relaxed and well rested workforce, the Village sets the expectation that staff will take an annual leave of five consecutive business days whenever possible. Any employee who handles cash and/or accounts payable must take five consecutive business days of annual leave each year. Leave must be taken in a minimum of 1-hour increments.
- g. Employees are strongly encouraged to take an annual vacation. Vacation schedules are requested, processed and posted by the first of the year and processed in accordance with the collective bargaining agreement, when applicable. Requests to change vacation schedules should be submitted to the employee's supervisor as soon as possible but not less than one week in advance of the requested time off. This notice may be waived at the discretion of the employees' manager or in the event of an emergency where no personal leave is permitted.
- h. If an employee not within the collective bargaining unit does not use all of the employee's accrued vacation leave in a year, the employee may carry unused, accrued vacation leave forward to the next year up to a maximum of 10 vacation days. Any unused, accrued vacation leave that exceeds the amount carried forward will be paid out.
- i. An employee who resigns from employment with the Village will be compensated for unused, accrued vacation leave, with the exception that any employee who terminates during their probationary period will not be entitled to compensation for any accrued vacation time.
- j. The Village Board of Trustees or its designated representative may grant vacation leave to new hires as deemed appropriate. Such discretion shall be based on the individual, position, and/or years of service performed in the related industry and shall be clearly stated in writing signed by the new employee at the time that the hiring occurs. Should an employee be granted vacation leave upon hire that is more generous than what employees are entitled to under this policy, the employee shall maintain that level of leave until such time the entitlements listed are greater than what was provide upon hire.

3. Part-time employees will accrue vacation leave on a pro-rated basis as outlined in Appendix B.

C. PERSONAL LEAVE

Collective bargaining unit employees will receive personal leave as stated in the Collective Bargaining Unit Agreement. Non-Collective Bargaining Unit employees, employed as of January 1st, will receive four (4) personal leave days for that year. Personal days are accrued and available as of January 1st of each year.

Part-time employees shall receive personal leave on a pro-rated basis as outlined in Appendix B.

D. SICK LEAVE

Collective bargaining unit employees will accrue and may use sick leave as outlined in the Collective Bargaining Unit Agreement.

Full-time Non-Collective Bargaining unit employees will receive one (1) sick leave day per month. Sick leave may be used for an illness or injury that prevents the employee from performing the employee's job duties. An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

- A medical appointment.
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- A funeral not eligible under Section 19 (E).
- A meeting with the employee's personal attorney.
- An appointment for the closing, purchase, sale, or refinancing of a primary residence.
- Any other appointments authorized in advance by the employee's supervisor.

Full-time employees will receive sick leave pay at the employee's regular rate of pay at the time the sick leave is used.

All unused sick leave will be rolled over and kept for use into the next year up to a maximum of ninety (90) days.

Upon separation from employment, employees will not be compensated for unused, accrued sick leave. Upon separation from employment, a Collective Bargaining Unit employee will be compensated for unused, accrued sick leave in accordance with the Collective Bargaining Unit Agreement.

Part-time employees shall receive personal leave on a pro-rated basis as outlined in Appendix B.

Temporary/seasonal employees will be eligible for sick leave only in accordance with 21 VSA 481-486.

E. BEREAVEMENT LEAVE

Full-Time employees may be provided with up to five (5) paid bereavement leave related to the death of an immediate family member, domestic partner or member of an employee's household. The exact amount of time off is dependent upon the circumstances and subject to supervisor approval. For purposes of this policy, a close family member is defined as the following: civil union partner, romantic co-habitant, parent, stepparent, grandparent, child, stepchild, grandchild, sibling, aunt, uncle, niece, nephew, parent-in-law, or sibling-in-law.

If additional time off is needed, or if time off is needed for the funeral of a friend or a relative who is not an immediate family member as defined above, nor a domestic partner, nor member of an employee's household, the employee's supervisor may grant, on a case-by-case basis, the use of a reasonable amount of accrued sick leave, if available, or, if not, unpaid leave. The amount of such time off, if approved, will depend upon the individual circumstances such as the distance to be traveled, closeness of the employee's relationship with the person who died or his/her family, and the employee's level of responsibility in making funeral or other arrangements.

Paid bereavement leave does not accrue and thus, when not used, is not carried forward into the next year nor compensated upon separation from employment.

Part-time employees will receive bereavement leave on a pro-rated basis as outlined in Appendix B.

F. PARENTAL AND FAMILY LEAVE

Eligible employees may receive leave as described in the federal Family Medical Leave Act (FMLA) and/or Vermont Parental and Family Leave Act (VPFLA). These federal and state laws will determine employee eligibility, the qualifying reasons for such leave and the length of leave.

The Village reserves the right to designate any qualifying leave of absence granted under this policy as leave under FMLA or the VPFLA. A request for leave must be made in writing to the employee's supervisor. If the leave request does not qualify under either the FMLA or VPFLA, the Supervisor will forward the request on to the Village Board of Trustees and/or their designated representative. Where an employee's leave request is covered by VPFLA and the FMLA, the Village will adhere to the law that provides the most benefits to the employee. If an employee is entitled to leave under both the VPFLA and FMLA, the leave periods will run concurrently.

For the purposes of determining the twelve-month period in which an employee may be entitled to VPFLA and/or FMLA leave, the Village will use a rolling twelve-month period measured backward from the date an employee uses such leave.

G. SHORT TERM FAMILY LEAVE

In accordance with the 21 V.S.A. § 472a, eligible employees may be entitled to take unpaid leave not to exceed four hours in any thirty-day period and not to exceed twenty-four hours in any twelve-month period for the following purposes:

- To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child, or ward who lives with the employee, such as a parent-teacher conference;
- To attend or accompany the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law to routine medical or dental appointments;
- To accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; or
- To respond to a medical emergency of the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse or parent-in-law.

The Village may require that leave (including vacation and personal leave) be taken in a minimum of one-hour segments. At the option of the employee, accrued paid leave may be used. Before taking leave under this section an employee shall make a reasonable attempt to schedule appointments outside of regular work hours. An employee shall provide the Village with the earliest possible notice of the intent to take short-term family leave, but in no case later than seven days before leave is to be taken, except in the case of an emergency where the required seven day notice could have a significant adverse impact on the family member of the employee.

H. LEAVE OF ABSENCE WITHOUT PAY

Other requests for leaves of absence without pay for any reason other than those covered by Federal or State law must be submitted in writing to the employee's supervisor and must set forth the purpose for which the leave is requested. All leave requests must be for a definite period of time and include a specified date of return.

If a leave of absence without pay is granted, the employee may, at the Village's sole discretion, continue the employee's group health plan coverage by paying the required full premium (i.e. both the employee's and the Village's share of the premium) in accordance with the payment schedule established by the Village. Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue during an unpaid leave period that

exceeds 10 days.

I. MILITARY LEAVE

The Village will comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4303 et seq., and 21 V.S.A. §§ 491 et seq. Employees who take military leave subject to the provisions of these laws will be granted leave without pay. At the option of the employee, any paid leave accrued prior to the commencement of the leave may be used.

J. JURY LEAVE

Collective Bargaining Unit employees will be compensated for Jury Duty per the Collective Bargaining Agreement. The Village will not compensate Non-Collective Bargaining Unit employees for their service as jurors or any Village employee for serving as a witness in a court proceeding unrelated to their status as a Village employee. In accordance with 21 V.S.A. § 499, employees will otherwise be considered in the service of the Village for purposes of determining seniority, benefits, credit towards vacations, sick leave, and other rights, privileges, and benefits of employment.

When Village employees are called to serve as a witness in a court proceeding due to their status as an employee of the Village, the Village will compensate the employee for the difference between their regular rate of pay and their compensation as a witness. The Village will pay the difference only when the employees' regular rate of pay exceeds their compensation as a witness.

Section 20: INSURANCE

The Village may offer group medical, dental and/or vision insurance coverage from time to time at its discretion. The Village's current offerings are attached as Appendix C.

The Village reserves the right to change insurance carriers, or to add, delete or amend insurance benefit programs in its sole discretion. The Village also reserves the right to change the amount or percentage of its contribution to the cost of any group health insurance program. Employees will be provided with advance notice of any change in the contribution rates required of employees.

Section 21: RETIREMENT PLANS

The Village offers retirement benefits through the Vermont Municipal Employees Retirement System. Part-time employees are eligible for enrollment in the VMERS program as noted in Appendix C.

Section 22: EMPLOYMENT HARASSMENT AND DISCRIMINATION

The Village is committed in all areas to providing a work environment that is free from unlawful harassment and discrimination. Vermont and federal law prohibit employment discrimination or retaliation based on race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, any other category of person protected under Federal or State law, or against a qualified individual with a disability with respect to all employment practices. Vermont law also prohibits discrimination based on sexual orientation, ancestry, health status, and place of birth. It is also unlawful to retaliate against employees or applicants who have alleged employment discrimination.

Examples of harassment include the following: insulting comments or references based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, disability, sexual orientation, ancestry, health status, place of birth; aggressive bullying behaviors; inappropriate physical contact or gestures, physical assaults or contact that substantially interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment; retaliation against an employee for complaining about the behaviors described above or for participating in an investigation of a complaint of harassment.

Petty slights, annoyances, and isolated incidents (unless serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

The Village will not tolerate unlawful harassment based on a person's race, color, religion, sex, gender identity, marital status, national origin, age, pregnancy, genetic information, veteran status, disability, sexual orientation, ancestry, health status, place of birth, or membership in a classification protected by law. Likewise, the Village will not tolerate retaliation against an employee for filing a complaint of harassment or for cooperating in an investigation of harassment.

All employees, including supervisors and other management personnel, are expected and required to abide by this policy. Employees who are found to have engaged in harassment may face disciplinary action up to and including termination. Any individual who believes that she or he has been the target of this type of harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Any employee who wishes to report harassment should file a complaint with:

Village Board of Trustees and/or their Designated Representative

A prompt, thorough and impartial investigation will be conducted and confidentiality will be protected to the extent possible. If it is determined that unlawful harassment has occurred, the Village will take immediate and appropriate corrective action. No person will be adversely affected in employment with the Village as a result of bringing a complaint of unlawful harassment.

Complaints of harassment or retaliation may also be filed with the following agencies:

Vermont Attorney General's Office Civil
Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3171 (voice)
(802) 828-3665(TTY)

Equal Employment Opportunity Commission
JFK Federal Building
475 Government Center.
Boston, MA 02203
Tel: (617) 669-4000 (voice)
1-800-669-6820 (TTY).

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable cause or reasonable grounds to believe unlawful harassment occurred, they may take a case to court.

Section 23: SEXUAL HARASSMENT

Sexual harassment in the workplace is illegal under Federal and Vermont State law and is strictly prohibited. The Village is committed to providing a workplace free from this unlawful conduct. All employees have the right to work without being subjected to insulting, degrading or exploitative treatment on the basis of their gender. It is against the policies of the Village for any individual, regardless of gender, to sexually harass another individual in the workplace. In accordance with 21 V.S.A. § 495h, the Village has adopted the following sexual harassment policy. All employees are required to read this policy before signing the employee acknowledgement form.

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
- the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to, the following when such instances or behavior come within one of the above definitions:

- either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- touching or grabbing a sexual part of an individual's body;
- touching or grabbing any part of an individual's body after that party has indicated, or it is known, that such physical contact was unwelcome;
- continuing to ask an individual to socialize on or off-duty when that person has indicated he/she is not interested;
- displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known or should be known that the behavior is unwelcome;
- continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;
- referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;
- retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- derogatory or provoking remarks about or relating to an employee's sex;
- harassing acts or behavior directed against a person on the basis of his or her sex;
- off-duty conduct which falls within the above definition and affects the work environment.

It is also unlawful to retaliate against employees for filing a complaint of sexual harassment or for cooperating in an investigation of sexual harassment.

Any individual who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop.

Employees who are found to have engaged in sexual harassment may face disciplinary action up to and including termination.

Any employee who wishes to report sexual harassment should file a complaint with:

Village Board of Trustees and/or their Designated Representative

Once the Village receives a complaint of sexual harassment, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. If sexual harassment is found to have occurred, the Village will take appropriate action, ranging from a verbal warning up to and including dismissal. Any investigation and resulting actions should be completed within a 30 day period.

Complaints of sexual harassment or retaliation may also be filed with the following agencies: Vermont

Attorney General's Office
Civil Rights Unit
109 State Street
Montpelier, VT 05609-1001
Tel: (802) 828-3171 (voice)
(802) 828-3665 (TTY)

Equal Employment Opportunity Commission JFK
Federal Building
475 Government Center
Boston, MA 02203
Tel: (617) 669-4000 (voice)
1-800-669-6820 (TTY)

These agencies may conduct impartial investigations, facilitate conciliation, and, if they find that there is probable cause or reasonable grounds to believe sexual harassment occurred, they may take a case to court.

Section 23: EMPLOYEE DISCIPLINE

The Barton Village, Inc retains the right to evaluate, discipline, suspend, or discharge employees for just cause. The Village has sole discretion to administer appropriate discipline tailored to particular employee situations.

Under the Village's discipline process, an employee may be subject to disciplinary action, up to and including termination, for violation of the provisions of this personnel policy and/or failure to maintain an acceptable level of performance. The Village may take prior disciplinary action into consideration when disciplining or terminating an employee.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance, or violation of the Village's policies, practices, or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. The Village also reserves the right to impose discipline for off-duty conduct that adversely impacts the legitimate interests of the Village.

Employees are prohibited from engaging in conduct listed below and may receive discipline, up to and including termination, for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.

- Engaging in any illegal activity.
- Refusing to do assigned work or failing to carry out the reasonable assignments of a Supervisor/ Manager / Board of Trustees.
- Being inattentive to duty, including sleeping on the job.
- Falsifying a time card or other record or giving false information to anyone whose duty is to make such record.
- Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorization.
- Conducting oneself in any manner that is offensive, abusive or contrary to reasonable community standards and expectations of public employees.
- Engaging in any form of harassment including sexual harassment.
- Misusing, misappropriating, or willfully neglecting Village property, funds, materials, equipment or supplies.
- Unlawfully distributing, selling, possessing, using or being under the influence of alcohol or drugs when on the job or subject to duty.
- Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence.
- Stealing or possessing without authority any equipment, tools, materials or other property of the Village or attempting to remove them from the premises without approval or permission from the appropriate authority.
- Marking or defacing walls, fixtures, equipment, tools, materials or other Village property, or willfully damaging or destroying property in any way.
- Willful violation of Village rules or policies.

Collective bargaining employees have access to a grievance process to grieve adverse actions.

Section 24: EMPLOYEE TERMINATION PROCESS

The Village of Barton has adopted an employment termination process. Most often, employee conduct that warrants termination results from unacceptable behavior, poor performance, or violation of the Village's policies, practices, or procedures. However, termination may result from conduct that falls outside of those identified areas. The Village need not utilize this termination process but may take whatever action it deems necessary to address the issue at hand.

The Village also retains the right to unilaterally eliminate a position and thus terminate employment or reduce the work hours for some or all employees due to economic conditions, shortage of work, organizational efficiency, changes in departmental functions, reorganization or reclassification of positions resulting in the elimination of a position or for other related reasons. In such case, this termination process does not apply.

Probationary employees are not subject to the Village's termination process. Notwithstanding any other provision of this policy, an employee terminated during the probationary period will have no right to appeal such termination.

An employee being considered for termination will be provided with written notice. The notice will contain a brief statement of the reasons termination is being considered and the date, time and place of a pre-termination meeting with the employee's supervisor.

At the pre-termination meeting, the employee will be afforded an opportunity to present the employee's response to the reasons for termination. If the employee declines to attend the pre-termination meeting, the employee may submit a written response to the pre-termination notice not later than the scheduled date of the meeting.

Within seven calendar days of the date of the meeting, the supervisor will provide the employee with a written notice informing the employee whether he/she has been terminated. If the employee has been terminated, the notice will provide the general reasons therefore and will also inform the employee of the opportunity to request a post-termination hearing before the board of trustees by giving written notice of such request to the supervisor within seven days. The employee will be informed that the employee's failure to make a timely request for a post-termination hearing will result in such hearing being waived.

If a request for a post-termination hearing is made, the board of trustees will provide the employee with a notice informing the employee of the date, time, and place of the post-termination hearing before the board of trustees. The notice will inform the employee of his or her right to be represented by counsel, to present and cross-examine witnesses and to offer supporting documents and evidence.

At the post-termination hearing, the employee will be afforded the opportunity to address the basis for termination by hearing and examining the evidence presented against the employee, cross-examining witnesses and presenting evidence on his/her behalf. The board of trustees will make such determinations as may be necessary in the event of evidentiary objections or disputes. When the hearing is adjourned, the board of trustees, under the authority granted by 1 V.S.A. § 312(e), will consider the evidence presented in the hearing in deliberative session.

The Board of Trustees will render a written decision within fourteen days after close of the hearing, unless otherwise agreed upon by the parties.

Section 25: SEVERABILITY

If any provision of this personnel policy or the application hereof to any person or a circumstance(s) is held invalid, this invalidity does not effect other provisions or applications of the personnel rules which can be given effect without the invalid provision or application. For this purpose, this personnel policy is severable.

SUPERSEDES ANY PREVIOUS POLICY

Applicable To: All Employees, Except Temporary/Seasonal Employees

Approved By: Barton Village Board of Trustees: Regina Lyon, Marilyn Prue, Ellis Merchant

Effective Date: July 24, 2023

Regina Lyon

Marilyn Prue

Ellis Merchant

APPENDIX A
Personnel Policy Acknowledgement

I,....., acknowledge that:

- A. I received a copy of the Village's personnel policy on _____ and it is my responsibility to familiarize myself with its contents;
- B. I understand that it is my responsibility to ask questions if there is anything in the policy that I do not understand;
- C. I understand that the language used in this personnel policy is not intended to create, nor should it be construed to create, a contract of employment between myself and the Village;
- D. I acknowledge that the Village reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;
- F. I acknowledge that it is my responsibility to comply with all the provisions of the Village's personnel policy.

Employee's Signature

Date

APPENDIX B Part-Time Employee Proration

Part-time employees shall receive benefits when specifically noted within this policy. The proration for part-time employees shall be based on the employee's prior six (6) month work history. Each six-month history shall run from January – June and from July-December. The employee's number of hours worked for each period shall be calculated to determine the employee's employment status for that period and that status will be the basis for pro-rated pay during the subsequent six-month period. New hires will receive pro-rated holiday pay based on the expected employment status until the employee has completed a full six-month period as described above.

Example:

| Calculation Period | Number of Hrs Worked | Employment Status | Benefit Proration Period |
|---------------------|----------------------|-------------------|--------------------------|
| January – June 2023 | 520 | .50 status | July-December 2023 |
| July-December 2023 | 750 | .72 status | January-June 2024 |

APPENDIX C
Employee Benefits Summary
Non-Collective Bargaining Unit Employees

| Benefit | Description Summary |
|-------------------|---|
| Health | <ul style="list-style-type: none"> • BCBS Vt Select Gold CDHP; BCBS Vt Select Silver CDHP; BCBS Standard Gold BCBS Standard Silver Reflective - Employer premium contribution paid @ 85% for employee and employee’s dependents - Employee premium contribution – 15% - H.S.A. Contribution if BCBS Silver CDHP Reflection option is chosen - \$700 Single; \$1,400 2-Person; \$1,800 Family |
| Dental | <ul style="list-style-type: none"> • Northeast Delta Dental Plan Option #2 - Employer premium contribution paid @ 100% for employee or 85% for employee plus spouse/dependents • Employee premium contribution – 15% (for plans including spouse/dependents) |
| Vision | <ul style="list-style-type: none"> • Eyemed Vision Care (Voluntary) • Employer premium contribution – 0% • Employee premium contribution – 100% |
| Retirement | <ul style="list-style-type: none"> • Vermont Municipal Employee Retirement • Eligibility: Employee must be classified as either full-time or part-time and work at least 24 hrs /wk ongoing an 1040 hrs per year • Employer Contribution to Group B (percentage changes) • Employee Contribution to Group B (percentage changes) |

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

Memorandum

To: Barton Village Board of Trustees
 From: Crystal Currier
 Date: 07/24/2023
 Subject: Approval of Electric PILOT and Interdepartmental Rental Agreements and PILOT
 Agenda: Agenda Item "K"

The annual PILOT (paid by Electric) and the interdepartmental rental agreements are reviewed and approved by the Board annually.

The PILOT represents a contribution to the village related to tax assessments on the Electric system. This has not changed.

The interdepartmental rental agreements are to facilitate a cost sharing of the various departments for shared Village properties.

The interdepartmental agreements have changed resulting in significant cost shift based on two factors - 1) an average cost per square footage and 2) an allocation based on the various department usage.

In reviewing past agreements, there was an overall cost for rents paid for the various properties but there was no identified basis for that cost. The 2023 agreements assume an average cost of \$12/per square foot for the identified spaces and then allocated to each department based on a specified allocation methodology.

Allocation Methodology:

| Department | Taxpayers/Customers | Percentage |
|------------|---------------------|------------|
| Village | 438/2=219 | 7% |
| Highway | 438/2= 219 | 7% |
| Electric | 2,200 | 71% |
| Water | 350 (3 yr avg) | 11% |
| Wastewater | 339 (3 yr avg) | 11% |

Cost Comparison [2023 vs 2022]

| | 2022 | | | | |
|-----------------------|--------------|----------------|-------------|-------------|---------------|
| | Highway | Electric | Water | Sewer | TOTAL |
| BMB Office/Garage | \$ 2,235.00 | \$ 21,540.00 | \$ 2,134.00 | \$ 2,134.00 | \$ 28,043.00 |
| Municipal Garage/Land | \$ 2,540.00 | \$ 30,226.00 | \$ - | \$ - | \$ 32,766.00 |
| High Street | \$ 305.00 | \$ 1,585.00 | \$ - | \$ - | \$ 1,890.00 |
| | \$ 5,080.00 | \$ 53,351.00 | \$ 2,134.00 | \$ 2,134.00 | \$ 62,699.00 |
| | 2023 | | | | |
| | Highway | Electric | Water | Sewer | TOTAL |
| BMB Office/Garage | \$ 948.00 | \$ 9,516.00 | \$ 1,512.00 | \$ 1,464.00 | \$ 13,440.00 |
| Municipal Garage/Land | \$ 20,664.00 | \$ 20,664.00 | \$ - | \$ - | \$ 41,328.00 |
| High Street | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ 21,612.00 | \$ 30,180.00 | \$ 1,512.00 | \$ 1,464.00 | \$ 54,768.00 |
| 2023 vs 2022 Change | \$ 16,532.00 | \$ (23,171.00) | \$ (622.00) | \$ (670.00) | \$ (7,931.00) |

Proposed Motion: Motion to approve the interdepartmental rental agreements and the PILOT for CY 2023.

PILOT AGREEMENT

This agreement by and between **BARTON VILLAGE, INC (BVI) and BARTON ELECTRIC DEPARTMENT (BED)** contract and agree as follows:

Period: 1/1/2023 – 12/31/2023

Summary:

1. **BED agrees to pay BVI general fund the sum of \$13,125.00 as a “Payment in Lieu of Taxes” (PILOT).** The PILOT is collected as a payment for the infrastructure of utility poles and equipment constructed within Barton Village. These facilities include approximately 1.2 miles of 46kV transmission main (jointly owned by Orleans Electric), voltage stepdown facilities and approximately 10-12 miles of distribution lines throughout the Village on BED poles or poles jointly owned by other utility companies. These poles serve Barton Village customers but they also provide the network for service to other customers beyond the Village limits.

Basis of Payment:

The basis for the pilot are as follows:

- a. PILOT: If the electrical transmission and distribution property was owned by a private entity, the entity would be taxed at non-residential rates. These facilities are a benefit to all BED customers, especially the 46kV transmission line and underbuilt 12kV line which was reconstructed in 2011-2014.

Term: BED shall make one payment to BVI on or before the date which taxes are due.

This agreement shall be reviewed annual and executed prior to the expiration of the contract if there is intent to renew. The review shall occur during up to 90 days prior to the renewal date.

Dated at Barton, Vermont this ____ day of _____, 2023.

Barton Village Trustees

Regina Lyon

Marilyn Prue

Ellis Merchant

RENTAL AGREEMENT

This agreement by and between **BARTON VILLAGE, INC (BVI) and BARTON VILLAGE HIGHWAY DEPARTMENT (BVHD)** contract and agree as follows:

Period: 1/1/2023 – 12/31/2023

Summary:

1. **BVHD agrees to pay BVI general fund the sum of \$948.00 (\$79/month) for rent of Office and Garage space in the Municipal Building located at 17 Village square.** Descriptions of the space are as follows:
 - a. The Office is approximately 1,100 square feet (14' x 80'). The office includes a conference/break room, a manager's office, two bathrooms, a filing/copier room and administrative office space for two clerks and a book-keeper along with customer counter space, entry and multiple storage closets. This space is also shared with Barton Electric, Barton Village Water Department and Barton Village Wastewater Department. BVHD uses 7% of this space.
 - b. The garage is approximately 1,200 square feet (46'x26'). BVHD does not currently use this space.
 - c. BVI shall supply electricity, emergency power, telephone, internet, fax, heat, water, sewer, plowing, cleaning services and property insurance.

2. **BVHD agrees to pay BVI general fund the sum of \$20,664 (\$1,722/month) for the rent of Garage space at 107 Municipal Lane.** Descriptions of the space are as follows:
 - a. The 107 Municipal Lane property is a 2.15 acre +/- area within a chain link fenced area.
 - b. The site includes an area for highway sand/salt, parking, pole storage, transformer and wire storage and fueling.
 - c. The building is a 2940 square foot (42'x 70') maintenance garage with office, inventory storage mezzanine (42'x12') and parking bays. BVHD utilizes approximately 50% of the building space.
 - d. BVI shall provide heat, electricity, emergency power, telephone, water, sewer, and property insurance.

Term: BVHD shall make **Annual Payments** to BVI. Payments shall be made on or by **July 15th of the Contract Year.**

This agreement shall be reviewed annual and executed prior to the expiration of the contract if there is intent to renew. The review shall occur during up to 90 days prior to the renewal date.

Dated at Barton, Vermont this ____ day of _____, 2023.

Barton Village Trustees

Regina Lyon

Marilyn Prue

Ellis Merchant

RENTAL AGREEMENT

This agreement by and between **BARTON VILLAGE, INC (BVI)** and **BARTON ELECTRIC DEPARTMENT (BED)** contract and agree as follows:

Period: 1/1/2023 – 12/31/2023

Summary:

1. **BED agrees to pay BVI general fund the sum of \$9,516 (\$793/month) for rent of the Office and Garage space in the Municipal Building located at 17 Village square.**

Descriptions of the space are as follows:

- a. The Office is approximately 1,120 square feet (14' x 80'). The office includes a conference/break room, a manager's office, two bathrooms, a filing/copier room and administrative office space for two clerks and a book keeper along with customer counter space, entry and multiple storage closets. This space is also shared with BVI General, 71% of the office space is used by BED.
 - b. The garage is approximately 1,200 square feet (46'x26'). This space is currently not being used by BED.
 - c. BVI shall supply electricity, emergency power, telephone, internet, heat, water, sewer, plowing, cleaning services and property insurance.
2. **BED agrees to pay BVI general fund the sum of \$20,664 (\$1,722/month) for the rent of Garage space at 107 Municipal Lane.** Descriptions of the space are as follows:
 - a. The 107 Municipal Lane property is a 2.15 acre +/- area within a chain link fenced area.
 - b. The site includes an area for highway sand/salt, parking, pole storage, transformer and wire storage and fueling.
 - c. The building is a 2940 square foot (42'x 70') maintenance garage with office, inventory storage mezzanine (42'x12') and parking bays. BED utilizes approximately 50% of the building space.
 - d. BVI shall provide heat, electricity, emergency power, telephone, water, sewer, plowing and property insurance.

Term: BED shall make **Annual Payments** to BVI. Payments shall be made on or by **July 15th of the Contract Year.**

This agreement shall be reviewed annual and executed prior to the expiration of the contract if there is intent to renew. The review shall occur during up to 90 days prior to the renewal date.

Dated at Barton, Vermont this ____ day of _____, 2023.

Barton Village Trustees

Regina Lyon

Marilyn Prue

Ellis Merchant

RENTAL AGREEMENT

This agreement by and between **BARTON VILLAGE, INC (BVI) and BARTON WATER DEPARTMENT (BWD)** contract and agree as follows:

Period: 1/1/2023 – 12/31/2023

Summary:

1. **BWD agrees to pay BVI general fund the sum of \$1,512 (\$126/month) for rent of Office space in the Municipal Building located at 17 Village square.** Descriptions of the space are as follows:
 - a. The Office is approximately 1,120 square feet (14' x 80'). The office includes a conference/break room, a manager's office, two bathrooms, a filing/copier room and administrative office space for two clerks and a book-keeper along with customer counter space, entry and multiple storage closets. The BWD uses a minority share of the office labor for billing, accounting and service work. The office space is also shared with BVI General, and Barton Electric Department. BWD uses 11% of this space.
 - b. BVI shall supply electricity, emergency power, telephone, internet, heat, water, sewer, plowing, cleaning services and property insurance.

Term: BWD shall make Annual Payments to BVI. Payments shall be made on or by July 15th of the Contract Year.

This agreement shall be reviewed annual and executed prior to the expiration of the contract if there is intent to renew. The review shall occur during up to 90 days prior to the renewal date.

Dated at Barton, Vermont this ____ day of _____, 2023.

Barton Village Trustees

Regina Lyon

Marilyn Prue

Ellis Merchant

RENTAL AGREEMENT

This agreement by and between **BARTON VILLAGE, INC (BVI) and BARTON WASTEWATER DEPARTMENT (BWWD)** contract and agree as follows:

Period: 1/1/2023 – 12/31/2023

Summary:

1. **BWWD agrees to pay BVI general fund the sum of \$1,464 (\$122**
2. **/month) for rent of Office space in the Municipal Building located at 17 Village square.** Descriptions of the space are as follows:
 - a. The Office is approximately 1,120 square feet (14' x 80'). The office includes a conference/break room, a manager's office, two bathrooms, a filing/copier room and administrative office space for two clerks and a book-keeper along with customer counter space, entry and multiple storage closets. The BWWD uses a minority share of the office labor for billing, accounting and service work. The office space is also shared with BVI General, and Barton Electric Department. BWWD uses approximately 11% of this space.
 - b. BVI shall supply electricity, emergency power, telephone, internet, heat, water, sewer, plowing, cleaning services and property insurance.

Term: BWWD shall make **Annual Payments** to BVI. Payments shall be made on or by **July 15th of the Contract Year.**

This agreement shall be reviewed annual and executed prior to the expiration of the contract if there is intent to renew. The review shall occur during up to 90 days prior to the renewal date.

Dated at Barton, Vermont this ____ day of _____, 2023.

Barton Village Trustees

Regina Lyon

Marilyn Prue

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: 07/24/2023
Subject: Pageant Park
Agenda: Agenda Item "L"

A concern regarding the number of tent sites allowed on the grassy area at Pageant Park has been brought up. To be discussed at the Board meeting.

Proposed Motion: None.

July 7, 2023

Barton Village Inc.
Board of Trustees
c/o Regina Lyon, Chair
17 Village Square
Barton VT 05822

Via email: [mailto: ginalyonbvt@gmail.com](mailto:ginalyonbvt@gmail.com)

RE: Barton Village Inc. Notice of Withdrawal from VPPSA

Dear Gina:

Given recent conversations regarding the future of Barton Village's electric department I write to provide an update regarding the village's membership status within Vermont Public Power Supply Authority (VPPSA).

As you may be aware, as part of the village Trustee's efforts to sell the electric department in 2021/2022 Barton Village's attorney, Kim Butler of Downs Rachlin Martin, sent a letter to my attention dated April 18, 2022 purporting to be a notice of withdrawal from VPPSA membership. Under VPPSA's Bylaws a Member may only withdraw by submitting written notice to VPPSA's Board Chair and Secretary signed by the Member's governing body. Once notice is properly provided membership continues for an additional 2-years unless the Member chooses to accelerate withdrawal by paying an exit fee.

After considering the notice provided by Ms. Butler, VPPSA found it to be deficient because it was not sent to our Board Chair or Board Secretary, nor was it signed by the village's governing body. VPPSA's attorney, William Ellis of McNeil Leddy Sheahan, notified Ms. Butler of the deficiency and requested that a proper notice, in compliance with VPPSA's Bylaws, be provided.

In response, VPPSA received a revised notice from Ms. Butler dated April 29, 2022 addressed to VPPSA's Chair and Secretary, but still executed by Ms. Butler instead of the village trustees. Like the first, this second notice did not comply with VPPSA's Bylaws.

Given the fraught relationship at the time VPPSA then attempted to provide a compromise to meet both parties' needs. Mr. Ellis sent Ms. Butler a written response on May 19, 2022 informing her that the second withdrawal notice was also deficient and that proper notice, executed by the Trustees and sent to VPPSA's Chair and Secretary, needed to be provided. In that correspondence Mr. Ellis also notified Ms. Butler that VPPSA was prepared to honor April 29, 2022 as Barton Village's withdrawal date so long as the proper withdrawal notice was subsequently provided by the Trustees. No such notice was ever received.

Recognizing that over a year has passed since the exchanges noted above, that there is an entirely new Board of Trustees at this time, and that VPPSA's support for Barton has expanded in the intervening months, I feel obligated to bring the issue to your attention as you consider the electric department's future.

Based upon the multiple exchanges between attorneys informing the previous Trustees of the requirements for a valid notice of withdrawal, and the lack of response, VPPSA's position is that Barton's withdrawal from membership was never properly executed. VPPSA continues to consider Barton Village to be a member in good standing and is fully committed to supporting your efforts to the best of our abilities.

No action is required on your part to continue Barton's existing relationship with VPPSA. However, should you desire to continue down the withdrawal path the previous board began I would be happy to discuss the process with you.

If you have any questions, or concerns, please let me know.

Sincerely,



Kenneth Nolan
General Manager

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

Memorandum

To: Barton Village Board of Trustees
 From: Crystal Currier
 Date: July 24, 2023
 Subject: Management/Staff Reports; Upcoming Items
 Agenda: **Item "N"**

Personnel:

- Business Manager – Vera Laporte accepted position - starting August 14th

Office Equipment/Computers:

Computer Hardware –NMERC moved their programs to the cloud on Friday 06/23 and after working out a few bugs, it seems to be running smoothly. VPPSA IT staff has been contacted and they will begin to research appropriate sized server to house the shared files and make that transition.

Mailing Machine/Postage – The lease on the mailing/postage machine expired in 2020. Since that time, the village has paid the lease on a month-to-month basis. The current machine will soon become noncompliant with US postal requirements. I will be bringing options for replacing this machine to the Board in the near future.

Village

Sidewalks

LEMP – Local Emergency Management Plan

Highway Department

Current Projects:

- Pageant Park Road Ditching/Culvert Issue
- Paving
 - Andy to obtain paving estimate for West Street North
- Salt/Sand Shed Project
 - Project Engineer, Tyler Billingsley East Engineering working with Andy and USDA
 - Construction/Funding Options
- Ballfields
 - Letter to area schools/organizations

WasteWater Department

Pending Projects:

- Follow-up on Sewer Ordinance Violations
- Wastewater Infrastructure Improvements
 - Aldrich & Elliot – Agreement Approved June 12th
 - Vt Dept of Environmental Conservation State Revolving Loan Programs funding application completed and approved June 12th
- Vt Department of Environmental Conservation Inspection Report Response – initial response provided by Tim
- Review Current Wastewater User Fees

Water Department

- May Pond Land Research
- Lucas working with Crystal on State of Vermont Revolving Loan Application for capital projects
- Review Current Water User Fees

Hydro Plant

Pending Projects:

- Removal of Fuel Tank
- Penstock – major upgrade will require financing (village vote and PUC approval)

Electric:

Rate Case

- Surcharge was implemented in May
- May require partial refund if full rate not granted by PUC
- Public Hearing Held May 11th
- VPPSA/staff responded to two rounds of discovery questions from Vermont Public Service Department

IRP [Integrated Resource Plan]

- VPPSA Filed on 03/05/2023
- Public input/comments (due 06/02/23)
- VPPSA/staff responded to PSD Discovery questions July 17th

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
- First testing occurred on May 25th and 26th, Additional testing approx. June 8th, reports expected late summer
- Contract balance - \$75k (not expended)
- Project Update expected 07/24/2023

AMI – VPPSA Project – determine participation

Misc Items:

- Generators – no contract
- Furnace Replacement – Freds and Nadeau to do on-site visits in July
- Website
- Audit – RFP went out on July 17th with responses due August 30th

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

Memorandum

To: Barton Village Board of Trustees
From: Crystal Currier
Date: 07/24/2023
Subject: VHB/High Street Update
Agenda: Agenda Item "P"

Gina Lyon and Crystal Currier met with Kurt Muller from VHB. Mr. Muller provided a report on the status of the activities on High Street. Gina and Crystal will provide an update to the Board in executive session.

Proposed Motion:

1. Motion to find that premature general public knowledge of the Village's discussions with a specific hired consultant would place the Village in a position to suffer a substantial disadvantage because it would expose sensitive information regarding the contract work that may result in future litigation that the Village may be a party to.
2. Motion to enter executive session to discuss contract work that may result in future litigation that the Village may be a party to, as allowed under the provisions of Title 1, Section 313 (a)(1)(E) of the Vermont Statutes.