

**Barton Village, Inc.**  
**Regular Trustees Meeting**

Monday, October 9, 2023

6:00pm

Barton Village Memorial Hall

**Agenda**

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

**ACTION ITEMS:**

- D. Minutes from Regular Board of Trustees Meeting September 25, 2023
- E. Village Streets Right-of-Way Permit Policy
- F. Letter to the Board
- G. Emergency Winter Maintenance Agreement with VTrans
- H. Loan Agreement for WWTF Engineering Project
- I. VPPSA Director/Alternate

**DISCUSSION ITEMS:**

- J. Website
- K. Property Lien Update
- L. Wastewater Operations Update
- M. Winter Maintenance Update
- N. Trucks Update
- O. Salt/Sand Shed Update
- P. Flood Updates
- Q. Management/Staff Report

**OTHER ITEMS:**

- R. Other Business

**EXECUTIVE SESSION ITEMS:**

- S. Executive Session - Legal Action: 1 V.S.A. § 313 (a) (1)(E)
- T. Executive Session - Personnel: 1 V.S.A. § 313 (a)(3)

- U. Adjourn

**Upcoming Meetings:**

**Regular Board Meeting: October 23, 2023**

**Barton Village, Inc.**  
**Regular Trustees Meeting**

Monday, September 25, 2023

6:00pm

Barton Village Memorial Hall

Attendance: Gina Lyon (Chair) Marilyn Prue, Ellis Merchant, (6:21pm) Vera LaPorte (Business Manager), Crystal Currier (VPPSA), Jacqueline Laurion (Clerk), Trisha Ingalls (Barton Chronicle) & David Billado

**Agenda**

- A. Call to Order: Gina Lyon called the meeting to order at 6:02PM
- B. Changes to the Agenda/Additions or Deletions -NONE
- C. Privilege of the Floor - NONE

**ACTION ITEMS:**

- D. **Minutes from Regular Board of Trustees Meeting September 11, 2023** - After review; Gina Lyon made a motion to approve as presented. Marilyn Prue seconded – All approved.
- E. **Acceptance/Approval of Financial Reports for period ending August 31, 2023** - See Agenda Backup online for full financial reporting. Motion to accept the financial reports for the period ending 8/31/2023 as presented was made by Gina Lyon. Marilyn Prue seconded – All approved.
- F. **Acceptance of Audit Proposal - KBS** - As requested by the Board, an RFP for audit services was issued on July 17, 2023 and mailed to seven (7) firms. Only one (1) response and corresponding proposal was received. That response and proposal was from Kittell, Branagan and Sargent (“KBS”) and is attached for your review. KBS is the audit firm who has previously prepared Barton’s audit report since 2017. As requested, the proposal is for a three-year term with fees estimated at: 2023- \$29,900, 2024- \$31,500, 2025- \$33,000. Of note is that the fees are “estimated” and not a quoted proposal. Motion made by Marilyn Prue to accept the 2023-2025 audit proposal from Kittell Branagan and Sargent as presented. Gina Lyon seconded the motion. All approved.
- G. **Job Descriptions-Hydro Plant Operator/Manager & Water Treatment Plant Operator/Manager:** Crystal Currier (VPPSA) as been updating job descriptions for Hydro Plant Operator/Manager and the Water Treatment Plant Operator/ Manager with the input from current Hydro and Water Treatment Managers. Motion was made by Gina Lyon to approve the two job descriptions for Hydro Plant and Water Treatment Plant as presented. Ellis Merchant seconded the motion. All approved.
- H. **Pageant Park Rates** -Following up on the discussion regarding the rates for seasonal renters at Pageant Park and the electric service provided to those sites, some research was done to determine what is currently billed, what should be billed, the net profitability of the Park and how the seasonal rates affect the financial results. A discussion took place about how to charge the electricity on each site. If electric service is included in the seasonal rate it will result in a loss for the park. Conversation also took place regarding rate increases to help with park upkeep and building repairs. A motion was made by Gina Lyon to increase the seasonal rate for 2024 to \$2,000. \$2,000. In addition, each site

will have access to electric service and if the camper desires to use such service, they will be required to establish a direct account with the electric department. This may require a \$100 meter deposit. Letters will go out to each seasonal camper advising of the increase and the changes. Ellis Merchant seconded the motion – all approved.

**I. Water/Wastewater Warrant for Tax Sale:**

Three Barton Village water/wastewater accounts have been identified as delinquent and can be turned over to the Tax Collector for Tax Sale.

Name	Water	Sewer	Total
Mark Coburn	\$87.26	\$113.87	\$201.13
Mica Collier	\$500.32	\$545.46	\$1,045.78
Chris Silvestro	\$338.45	\$387.40	\$725.85
		Total	\$1,972.76

A motion was made by Gina Lyon to send the delinquent water/wastewater accounts to the tax collector via Warrant. Marilyn Prue seconded the motion. All approved

**J. Property Lien:**

341 High Street in Barton Village is reportedly for sale. While the owner indicated her intention to pay her overdue water/sewer/electric accounts, it would be prudent to lien the property to ensure payment at closing. The amounts due are as follows:

Water	Sewer	Electric	Total
\$500.32	\$545.46	\$1,074.50	\$2,120.28

A motion was made by Gina Lyon to place a lien on 341 High Street. Marilyn Prue seconded the motion... All approved.

**DISCUSSION ITEMS:**

- K. **Wastewater Treatment Operations Update:** The position of Chief Wastewater operator has been posted and advertised. Smoke testing follow up. 3 Village residents have received \$500.00 sewer ordinance fines for non-compliance. Earlier in the year Village residents were notified of corrections that needed to be made to their property sewer lines from smoke testing that was performed on Village resident homes.
- L. **Village Streets Right-of-Way Permit Policy Update:** The VLCT Policy will be used by the Village, and the Village will retain the application portion currently being used for such a permit.
- M. **Winter Maintenance Update:** A contract from the Town of Barton for the 2023/2024 winter maintenance was sent to the Village regarding keeping town plows down on Village Streets is forthcoming. The total contract includes a 7% increase from 2022/2023 winter for a total of \$32,542.00.

**Trucks Update:** Vera LaPorte has advised Andy Sicard of a possible truck for purchase of a F350 with plow. Andy will look at the truck.

- N. **Salt/Sand Shed Update:** Zoning permit was approved and filed. Construction of this temporary Salt/Sand Shed is very close to completion.
- O. **Flood Updates:** FEMA closes their doors in the Barton Memorial Hall on Wednesday, at 6pm on the 27<sup>th</sup>. This was a very successful endeavor and the hall continues to provide a prime location for Orleans County for a variety of community needs.
- P. **Management/Staff Report:** \*Postage Machine still poses issues for the Village office. \*\*Wastewater user fees may have to increase based on financials. This is being reviewed for further action after reviewing the contract with Glover. \*\*\*Final invoice has come in from Nadeau's Plumbing & Heating for the furnace replacement. It came in much lower than the originally quoted. 5 different zones for heating now in the Memorial Building. A welcome update to the Memorial Building.

**OTHER ITEMS:**

- Q. **Other Business:** Letter from Aldrich and Elliott. Vera LaPorte needs to be the new authorized signer to sign documents.

**EXECUTIVE SESSION ITEMS:** Gina Lyon made a motion to move into executive session at 7:55pm

- R. Executive Session - Legal Action: 1 V.S.A. § 313 (1)(E)
- S. Executive Session - Personnel: 1 V.S.A. § 313 (a)(3)

Gina Lyon made a motion that due to the nature of agenda item S (pending litigation), the premature general public knowledge of the discussion would place the public body or a person involved at a substantial disadvantage. Marilyn Prue seconded the motion. The motion was approved.

Gina Lyon made a motion that for the purpose of discussing potential litigation as allowed under 1 V.S.A. § 313 (a)(1)(E) and to further discuss personnel as allowed under 1 V.S.A. § 313 (a)(3). The motion was seconded by Marilyn Prue. The motion was approved.

No action was taken related to the discussion under 1 V.S.A. § 313 (a)(1)(E).

Gina Lyon made a motion directing the Business Manager to advertise the position of DPW Utility Worker. The motion was seconded by Marilyn Prue. The motion was approved.

The Board came out of executive session at 8:45 p.m.

The meeting adjourned at 8:48 p.m.

- T. Adjourn

**Upcoming Meetings:**

**Regular Board Meeting: October 9, 2023**

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

## **Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Village Streets Right-of-Way Permit Policy  
Agenda: Agenda Item "E"

The Village Streets Right-of-Way Permit Policy has been updated and renamed the Village of Barton Highway Access Policy ("highway" defined as the highway system of the Village, which includes the public rights-of-way, bridges, drainage structures, signs, guardrails, areas to accommodate utilities authorized by law to locate within highway limits, areas used to mitigate the impacts of highway construction, vegetation, scenic enhancement, and structures).

Notable changes:

- Clarification on the application process
  - Application
  - Consideration
  - Notice of Permission to Proceed
  - Notification of completion
  - Final inspection
  - Issuance of Permit
  - Recording of Permit
- Added provisions for damage caused by improper construction, responsibility for culverts, revocation/suspension of Permit and enforcement/penalties for not abiding by the Policy
- Updated VT Agency of Transportation construction standards
- Notice of Permission to Proceed form and Permit to be recorded with the Permittee's/Owner's land record

**Proposed Motion:** Motion to approve the Village of Barton Highway Access Policy, to include the written Notice of Permission to Proceed, Access/Right-of-Way Permit, and updated application.

## **VILLAGE OF BARTON HIGHWAY ACCESS POLICY**

### **Section 1 – Authority.**

This Highway Access Policy (hereafter "Policy") is enacted pursuant to the authority granted to the Village under 19 V.S.A. §§ 303 and 1111.

### **Section 2 – Purpose.**

This Policy regulates access to the Village Highway system. It is the purpose of this Policy to protect and preserve the safety and convenience of the inhabitants of the Village and the traveling public and to protect the public investment in the Village Highway system through the regulation of highway access.

### **Section 3 – Definitions.**

For the purpose of this Policy the terms defined in this Policy shall have the following meanings:

"Access Permit" means the permit issued by the Board of Trustees to access the Village Highway system after following the procedural requirements of this Policy.

"Highway" means the highway system for the Village of Barton, which includes the public rights-of-way, bridges, drainage structures, signs, guardrails, areas to accommodate utilities authorized by law to locate within highway limits, areas used to mitigate the environmental impacts of highway construction, vegetation, scenic enhancements, and structures.

"Notice" means the written Notice of Permission to Proceed, described in Section 5c of this Policy, issued by the Board of Trustees after an application for an access permit is approved.

"Person" means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, or other legal entity.

"Board of Trustees" means the Board of Trustees of the Village of Barton.

"DPW Foreman" means the Department of Public Works Foreman of the Village of Barton.

"Village" means the Village of Barton.

"Vermont Agency of Transportation Standards B-71A, B-71B and A-76" shall mean the most recent versions of the Vermont Agency of Transportation standard sheets B-71A, Standards for Residential Drives, B-71B, Standards for Commercial Drives and A-76, Standards for Town and Development Roads.

#### **Section 4 – Permit required.**

No person shall install, develop, construct, regrade, or resurface any driveway, entrance, or approach, or build a fence or building, or deposit material of any kind within, or to in any way affect the grade of a highway right-of-way, or obstruct a ditch, culvert, or drainage course that drains a highway, or fill or grade the land adjacent to a highway so as to divert the flow of water onto the highway right-of-way, within the Village unless an Access Permit has been obtained from the Board of Trustees in accordance with this Policy.

A driveway or other access created or developed by the Village for official Village purposes is not required to obtain an Access Permit.

#### **Section 5 – Process.**

##### **a. Application.**

A person may apply for an Access Permit from the Village using the Access Permit Application form provided by the Barton Village Office. The application shall be in writing and shall be signed by the applicant or an individual authorized to act for the applicant. A fee of \$10.00 shall be paid at the time the application is submitted. A completed application must be submitted to the Board of Trustees at least 30 days before work is scheduled to begin. The Board of Trustees may modify the time requirements of this Policy for good cause shown provided the public health and safety will not be jeopardized by such action.

##### **b. Consideration.**

Prior to any action by the Board of Trustees, the application shall be reviewed by the DPW Foreman.

The Board of Trustees will consider a completed application at a regular or special Board of Trustees meeting and may recess the meeting on the application as necessary to receive additional information. The Board of Trustees may approve, approve with conditions/modifications, or deny an application upon consideration of the approval standards set forth in Section 7 of this Policy.

##### **c. Notice of Permission to Proceed.**

If an application is approved, the Board of Trustees will issue written permission in the form of a Notice of Permission to Proceed ("Notice"). The Notice will list the specifications, requirements, and restrictions for the work. The Notice may require supervision and/or inspection by the Village. The Notice will state the date on which construction/development of the Access may proceed.

##### **d. Notification of completion.**

The applicant shall notify the Board of Trustees within 30 days after construction is completed.



**e. Final inspection.**

The Board of Trustees shall conduct a final inspection to determine if the work has been completed according to the requirements listed in the Notice.

**f. Issuance of Permit.**

If, after inspection, it is determined that the Access has been constructed /developed in compliance with the Notice, a written Permit shall be issued by the Board of Trustees within 30 days after final inspection.

**g. Recording of Permit.**

A Permit shall not be valid until recorded in the Town Land Records at the expense of the Permittee.

**Section 6 – Contents of Application.**

An application for an Access Permit shall be on the form provided by the Village and shall be deemed to be complete if it includes the following:

1. The name, address, and telephone number of the applicant, the principal officers of the applicant, the individual making the application, and any other individual authorized to represent the person applying for the Permit;
2. If the applicant is not the owner of the premises where the access is to be constructed, the name and contact information of the owner or other person that has the authority to consent to the use and development of the premises, and a signed statement from that person stating that consent is given to the applicant;
3. The location of the access, including street address (if any), and parcel ID # of the property;
4. The date on which construction is proposed to begin;
5. A visual depiction of the premises indicating location, layout, adjacent state and local highways, entrances and exits, traffic flow patterns, parking and land uses of the surrounding area;
6. Any additional information the applicant wishes to furnish that assists the Board of Trustees or its designee in determining that the proposed access will comply with the applicable standards; and
7. The signature of the applicant or an individual authorized to act for the applicant.

**Section 7 – Approval conditions.**

When issuing a Notice under this Policy, the Board of Trustees shall require that the proposed access will be constructed or developed according to the standards in Vermont Agency of Transportation Standards B-71A, B-71B and A-76.

In addition, the Board of Trustees shall require conditions to avoid: (1) undue adverse traffic congestion and unsafe conditions regarding the use of public roads, sidewalks and other public rights-of-ways; (2) unhealthy conditions regarding water supply, sewage disposal, or solid waste disposal; and (3) adverse effects on drainage ditches, culverts or other drainage facilities.

In addition, the Board of Trustees may require the posting of a security bond or the establishment of an escrow account to ensure compliance with the conditions of the Notice or Permit and protection of the Village Highway system. In addition, the Board of Trustees may attach any such reasonable conditions as they deem appropriate to mitigate or eliminate any impacts reviewable under the approval standards set forth above.

**Section 8 – Expiration of Notice of Permit.**

The authorization conveyed by a Notice of Permit shall expire 1 year after the issuance of that Notice unless the work authorized by such Notice has been substantially commenced.

**Section 9 – Damage to Village highways.**

In the event that damage to a Village Highway is caused by improper construction, maintenance, or grading of a driveway or other highway access point, it shall be the responsibility of the property owner to compensate the Village for any expenses involved in restoring that highway to its original condition.

**Section 10 – Revocation of Permit; Frontage road.**

As per 19 V.S.A. § 1111(f), the Board of Trustees may, as development occurs on land abutting a Village Highway, require the elimination of an access previously permitted and require the construction of a common frontage road or other access improvements which may serve more than one property or lot.

**Section 11 – Responsibility for culverts and headwalls.**

Culverts and headwalls installed on private property, even when located within the municipal right-of-way, are the responsibility of the property owner. Property owner retains exclusive legal and financial responsibility to repair, replace, and maintain those culverts and headwalls. Nevertheless, property owner must obtain permission from the Village in the form of a written Notice of Permission to Proceed before any repair or replacement may take place.

## **Section 12 – Applicability of other laws and ordinances.**

The Permit required under this Policy shall not replace or eliminate any requirement to obtain approval under any other applicable State laws or municipal land use ordinances. Applicants and Permittees are solely responsible for ensuring that their access is in compliance with applicable State laws and municipal land use ordinances.

## **Section 13 – Enforcement and Penalties.**

In the event that a person fails to obtain a Notice/Permit as required by this Policy, fails to abide by the terms and/or conditions of a Notice/Permit, or misrepresents any information contained within or in support of a Notice/Permit application, the Board of Trustees may resort to any or all of the following enforcement options:

### **a. Optional Notice of Violation**

Prior to instituting any legal action or proceeding to enforce this Policy, the Board of Trustees or its designee may issue a notice of violation setting forth the nature of the violation, the corrective action necessary to abate the violation, and notice of intention to institute an action or proceeding against the person responsible for the violation. 19 V.S.A. § 1111(i).

### **b. Assurance of Discontinuance**

The Board of Trustees or its designee may accept an “assurance of discontinuance” of any violation of this Policy, including a schedule for abatement of a violation. 19 V.S.A. § 1111(i). When such assurances are allowed, they must be in writing and must be filed not only with the Village, but also with the attorney general, the Superior Court, and the town clerk’s land records.

### **c. Permit Suspension**

The Board of Trustees or its designee may suspend a Permit until compliance with State statute and the Policy is obtained. 19 V.S.A. § 1111(g). The Board of Trustees or its designee may physically close the driveway or access point, if there is continued use or activity after suspension of a Permit, and in the opinion of the Board of Trustees, or its designee, the safety of highway users is or may be affected. 19 V.S.A. § 1111(g).

### **d. Injunction**

If the Board of Trustees believes that any person is in violation of the provisions of Title 19 V.S.A. §§ 1111 *et seq.*, it may bring an action in the name of the Village against the person to collect civil penalties as provided in 19 V.S.A. § 1111(j) and to restrain by temporary or permanent injunction the continuation or repetition of the violation. 19 V.S.A. § 1111(h).

### **e. Civil Penalties**

Persons who violate the requirements of this Policy or fail to adhere to Permit conditions, or the terms of and order issued by a court of law may be subject to civil

penalties of not less than \$100.00 and not more than \$10,000.00 for each violation. When the violation of an order is of a continuing nature, each day during which the violation continues after the date fixed by the court for correction or termination of the violation constitutes an additional separate and distinct offense except during the time an appeal from the order may be taken is pending.

**Section 14 – Severability.**

If any section of this Policy is held by a court of competent jurisdiction to be invalid such finding shall not invalidate any other part of this Policy.

**Section 15 – Effective Date.**

This Policy shall become effective upon adoption by the Board of Trustees.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board of Trustees

# Village of Barton Highway Access/Right-of-Way Permit Application

**NOTICE TO APPLICANT:** This form is for use in conjunction with the Village’s Highway Access Policy. Before submitting an application, applicants are urged to review the Village Highway Access Policy in full.

If an application is approved, the Board of Trustees will issue written permission in the form of a Notice of Permission to Proceed (“Notice”). The Notice will list the specifications, requirements, and restrictions for the work. The Notice may require supervision and/or inspection by the Village. The Notice will state the date on which construction/development of the Access may proceed.

Once construction/development is completed, the Board of Trustees shall conduct a final inspection to determine if the work has been completed according to the requirements listed in the Notice. If, after inspection, it is determined that the Access has been constructed/developed in compliance with the Notice, a written Permit shall be issued by the Board of Trustees within 30 days after final inspection. An access is not considered legally permitted until the written Permit has been recorded in the Town Land Records at the expense of the Permittee.

**THIS FORM MUST BE COMPLETED FULLY AND ACCURATELY**

Name of applicant	Parcel ID #
Mailing address	Telephone number
Owner name and address if different from applicant	

Application is hereby made for issuance of a permit to allow use of the Village Highway pursuant to 19 V.S.A 1111 as follows:

911 Address # \_\_\_\_\_ Proposed Activity \_\_\_\_\_

(YOU MUST DESCRIBE THE WORK TO BE PERFORMED IN DETAIL AND A SURVEY, SKETCH OR PLAN DRAWN TO SCALE DELINEATING THE SITE OF THE PROPOSED ACTIVITY **MUST** ACCOMPANY THIS APPLICATION. THE SURVEY, SKETCH OR PLAN WILL CONTAIN THE CURB CUT LOCATION, THE BOUNDARY LINE AND NAMES OF ALL ABUTTERS TO THE AFFECTED PROPERTY)

Signature of applicant	Date	Signature of landowner (if different)
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I have reviewed the application and site plan, as well as actual site and approve the application with the following conditions/recommendations:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Barton Village DPW Foreman signature	Date
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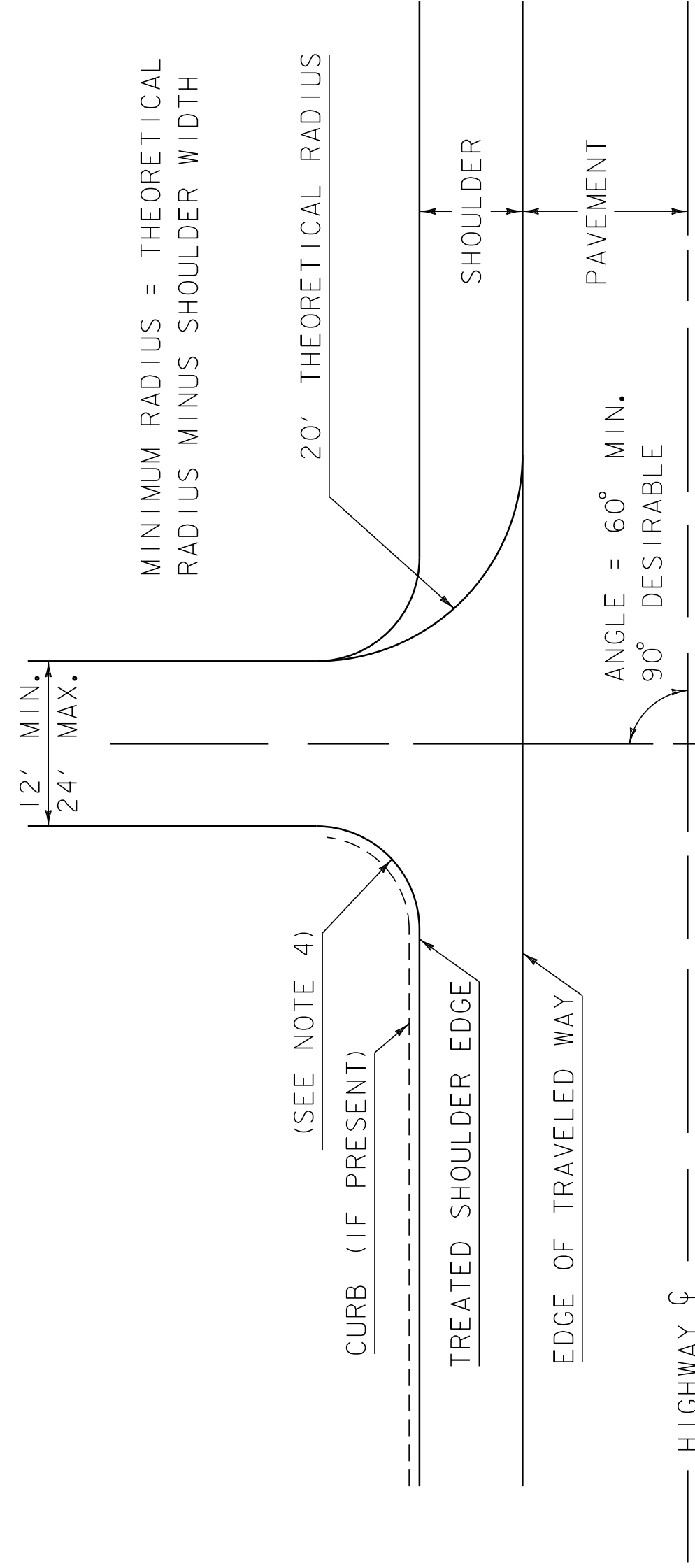
DO NOT WRITE BELOW THIS LINE

DATE PERMIT DENIED: \_\_\_\_\_ DATE PERMIT APPROVED: \_\_\_\_\_

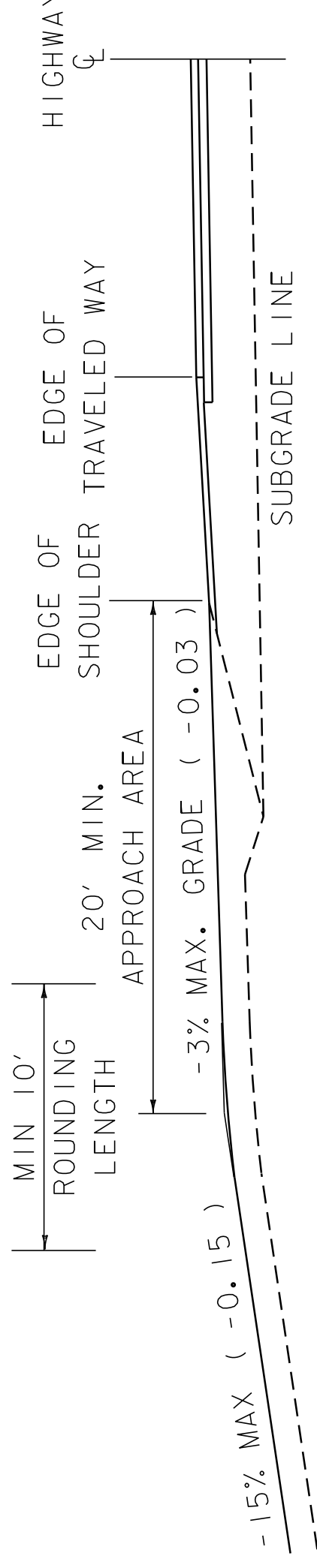
\_\_\_\_\_  
  
\_\_\_\_\_

Board of Trustees, Village of Barton

DETAIL A RESIDENTIAL DRIVE



DETAIL B PROFILE OF DRIVE INTERSECTION (FILL SECTION)



1. THIS SHEET IS INTENDED FOR USE BY DESIGNERS ON HIGHWAY PROJECTS AND IN CONJUNCTION WITH A PERMIT FOR WORK WITHIN HIGHWAY RIGHTS OF WAY. ALL CONSTRUCTION REQUIRED BY THE PERMIT AND INDICATED ON THIS SHEET SHALL BE THE RESPONSIBILITY OF THE APPLICANT AND IS SUBJECT TO THE APPROVAL OF THE VERMONT AGENCY OF TRANSPORTATION. WHEN USED WITH THE PLANS FOR A HIGHWAY CONSTRUCTION PROJECT, THIS SHEET IS INTENDED TO BE A GUIDE FOR THE DESIGNER CONCERNING DRIVE WIDTHS, HORIZONTAL, VERTICAL AND GEOMETRIC CHARACTERISTICS.

2. DEPTH OF SUBBASE AND PAVEMENT TO BE THE SAME AS HIGHWAY OR AS SHOWN IN DETAIL D WITHIN THE LIMITS OF THE HIGHWAY RIGHT-OF-WAY.

3. VEHICULAR ACCESS FROM PARKING AREAS TO THE RIGHT-OF-WAY AT OTHER THAN APPROVED ACCESS POINTS WILL BE PREVENTED BY THE CONSTRUCTION OF CURBING OR OTHER SUITABLE PHYSICAL BARRIER.

4. IF CURB IS PRESENT, SEE APPROPRIATE CURB DETAIL STANDARD.

5. CIRCULAR DRAINAGE CULVERTS UNDER DRIVES SHALL HAVE A MINIMUM INSIDE DIAMETER (I.D.) OF 15" OR AS OTHERWISE SHOWN ON THE PLANS. PIPE ARCHES USED UNDER DRIVES SHALL HAVE A MINIMUM INSIDE CROSS-SECTIONAL AREA EQUIVALENT TO THAT PROVIDED BY A 15" CIRCULAR PIPE. IF A CULVERT LARGER THAN 15" IS LOCATED UPSTREAM OF THE PROPOSED CULVERT THEN THE NEW CULVERT SHALL, AT A MINIMUM, MATCH THE SIZE OF THE UPSTREAM CULVERT.

6. THE OFFSET BETWEEN THE PROPERTY LINE AND THE EDGE OF THE DRIVEWAY MAY BE GOVERNED BY LOCAL ZONING LAWS. DRIVEWAY WIDTH RESTRICTIONS SHOWN PERTAIN ONLY TO THE AREA WITHIN THE HIGHWAY R.O.W. OR THE END OF THE TURNING RADIUS WHICHEVER IS GREATEST.

7. DRIVEWAY GRADES STEEPER THAN THOSE SHOWN MAY BE ALLOWED AS LONG AS A 20' APPROACH AREA IS ACHIEVED FOR THE VEHICLE TO PAUSE BEFORE ENTERING THE HIGHWAY.

8. THIS STANDARD APPLIES TO FIELD DRIVES, LOGGING DRIVES, AND RESIDENTIAL ACCESSES SERVING UP TO TWO SINGLE FAMILY HOMES OR A DUPLEX. FOR LARGER RESIDENTIAL DEVELOPMENTS, SUBDIVISIONS AND OTHER COMMERCIAL ACCESSES SEE VTRANS STANDARD B-71B.

9. INTERSECTION SIGHT DISTANCES, AND STOPPING SIGHT DISTANCE, EQUAL TO OR GREATER THAN THOSE SHOWN BELOW, SHOULD BE PROVIDED IN BOTH DIRECTIONS FOR ALL DRIVES ENTERING ON PUBLIC HIGHWAYS, UNLESS OTHERWISE APPROVED BY THE AGENCY OF TRANSPORTATION. INTERSECTION SIGHT DISTANCE IS MEASURED FROM A POINT ON THE DRIVE AT LEAST 15 FEET FROM THE EDGE OF TRAVELED WAY OF THE ADJACENT ROADWAY AND MEASURED FROM A HEIGHT OF EYE OF 3.5 FEET ON THE DRIVE TO A HEIGHT OF 3.5 FEET ON THE ROADWAY. STOPPING SIGHT DISTANCE IS MEASURED FROM AN EYE HEIGHT OF 3.5 FEET TO AN OBJECT HEIGHT OF 2.0 FEET ON THE ROADWAY.

10. FOR DRIVEWAY AND INTERSECTION SPACING DISTANCES REFER TO THE "VERMONT AGENCY OF TRANSPORTATION ACCESS MANAGEMENT PROGRAM GUIDELINES" LATEST REVISION.

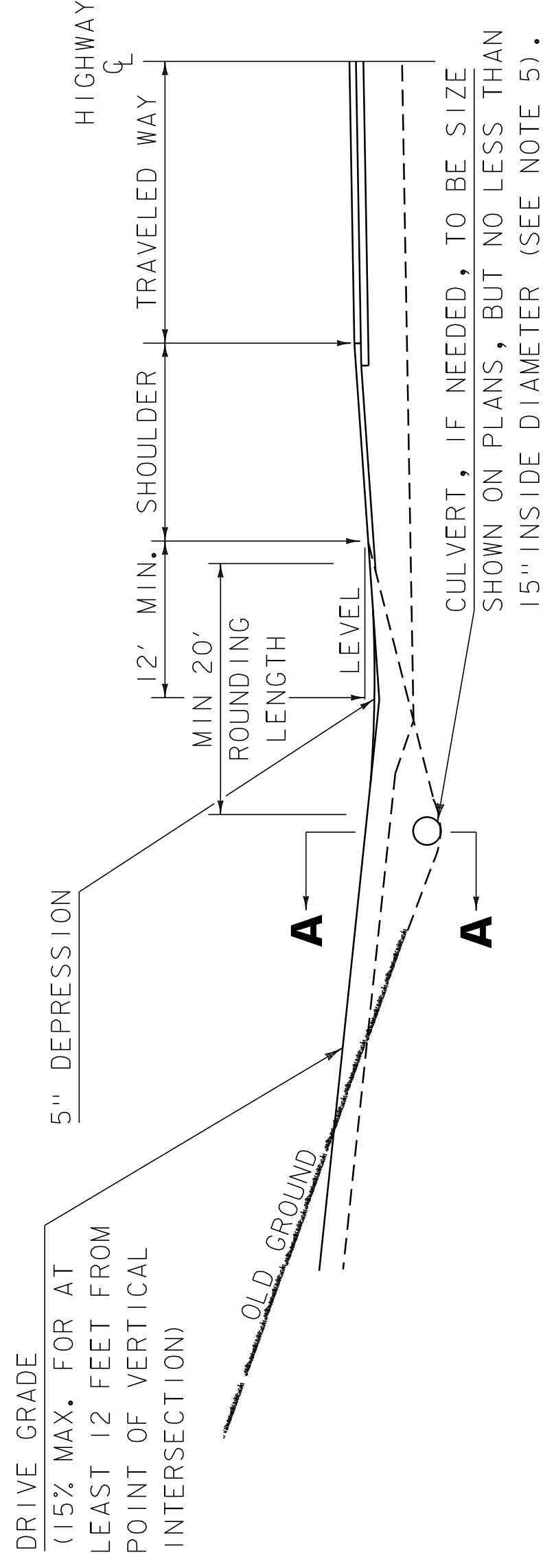
SIGHT DISTANCE TABLE

POSTED SPEED OR DESIGN SPEED (MPH)	MINIMUM STOPPING SIGHT DISTANCE (FT)	MINIMUM INTERSECTION SIGHT DISTANCE (FT)
25	155	280
30	200	335
35	250	390
40	305	445
45	360	500
50	425	555
55	495	610

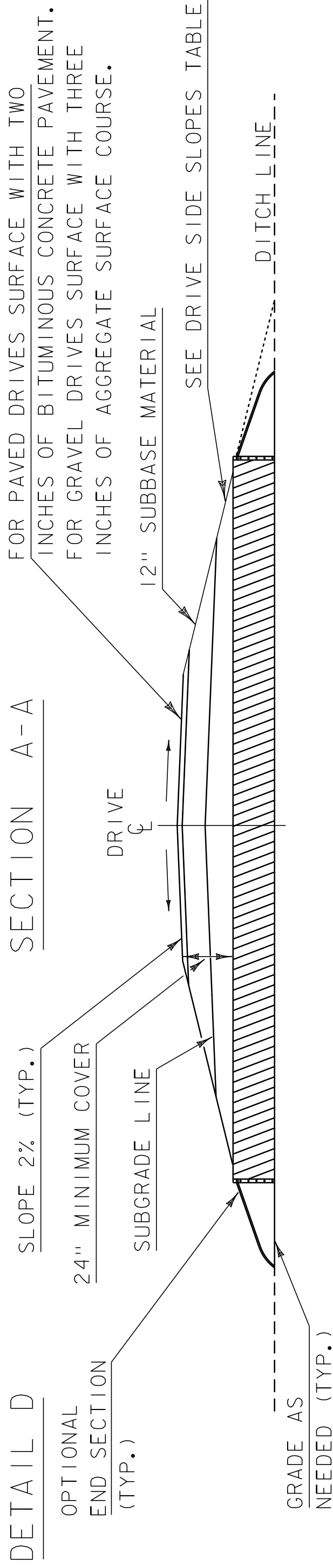
THE ABOVE VALUES ARE TAKEN FROM THE 2011 AASHTO

"A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS & STREETS."

DETAIL C PROFILE OF DRIVE INTERSECTION (CUT SECTION) SHOWING 5" DEPRESSION



DETAIL D DRIVE SIDE SLOPES TABLE



LOCATION OF SLOPE	SLOPE RATE
DESIGN SPEED > 40 MPH	1:6 OR FLATTER
URBAN AREAS, OR DESIGN SPEED < 40 MPH	1:4 DESIRABLE 1:2 ALLOWABLE
OUTSIDE CLEAR ZONE	1:2 OR FLATTER

FOR PAVED DRIVES SURFACE WITH TWO INCHES OF BITUMINOUS CONCRETE PAVEMENT. FOR GRAVEL DRIVES SURFACE WITH THREE INCHES OF AGGREGATE SURFACE COURSE.

RESIDENTIAL DRIVES

REV.	DATE	DESCRIPTION
0	JUL. 1, 2019	ORIGINAL APPROVAL

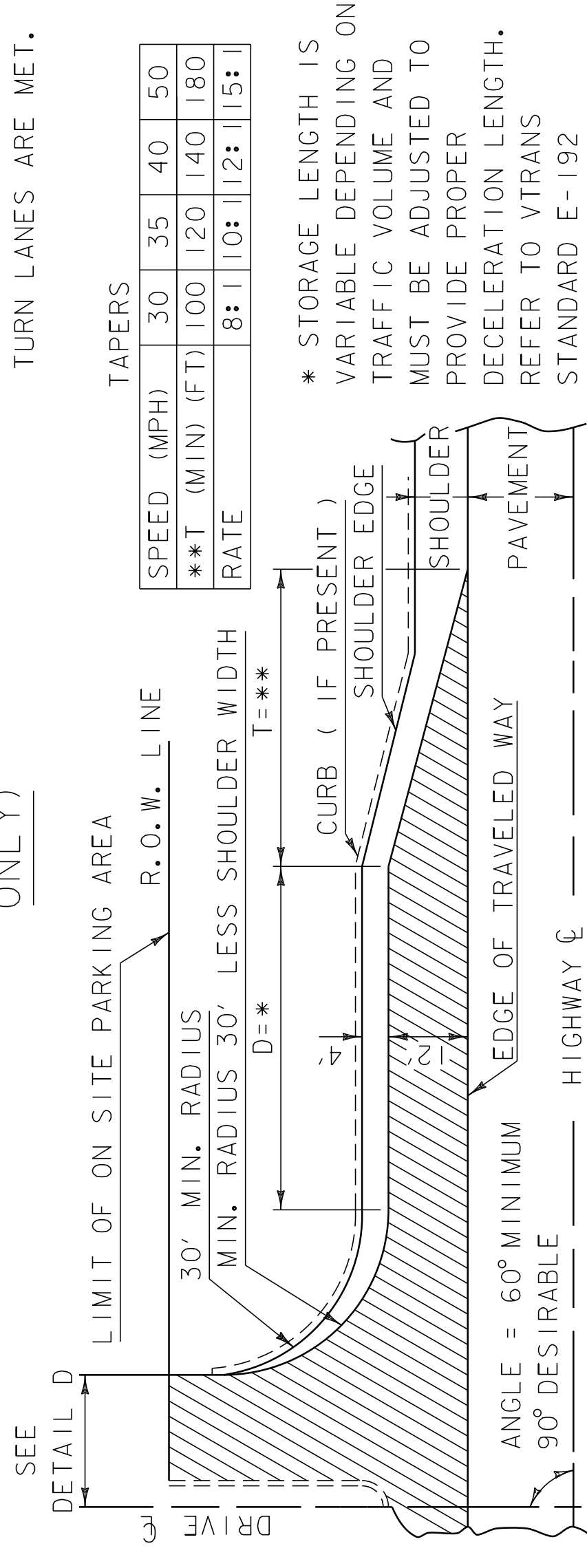
OTHER STANDARDS REQUIRED:



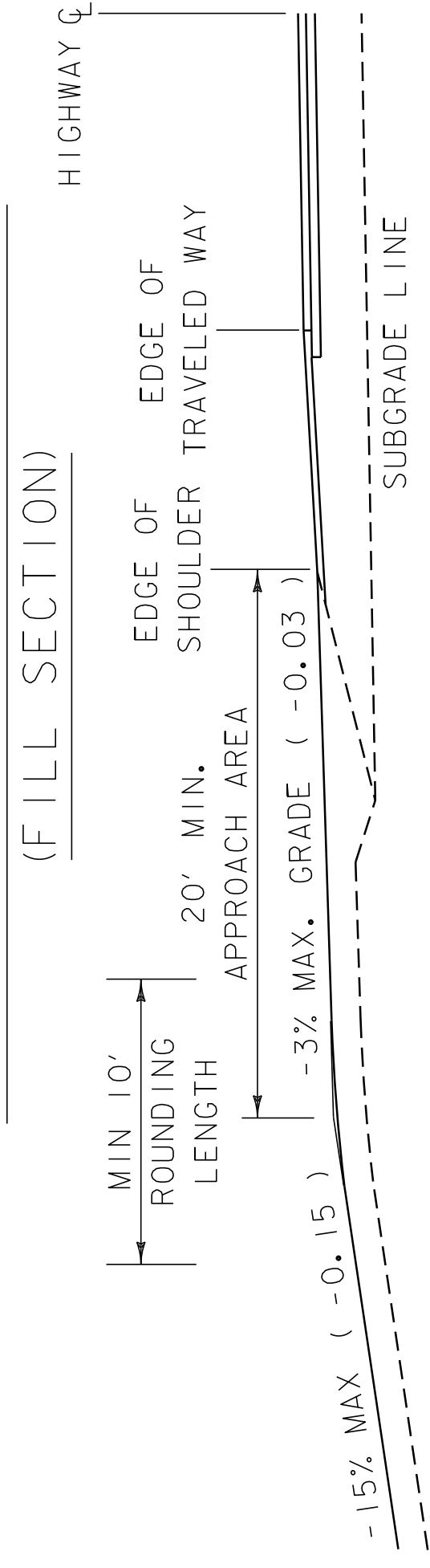
STANDARD B-71A

**DETAIL A RIGHT TURN LANE FOR COMMERCIAL DRIVE (UNSIGNALIZED INTERSECTIONS ONLY)**

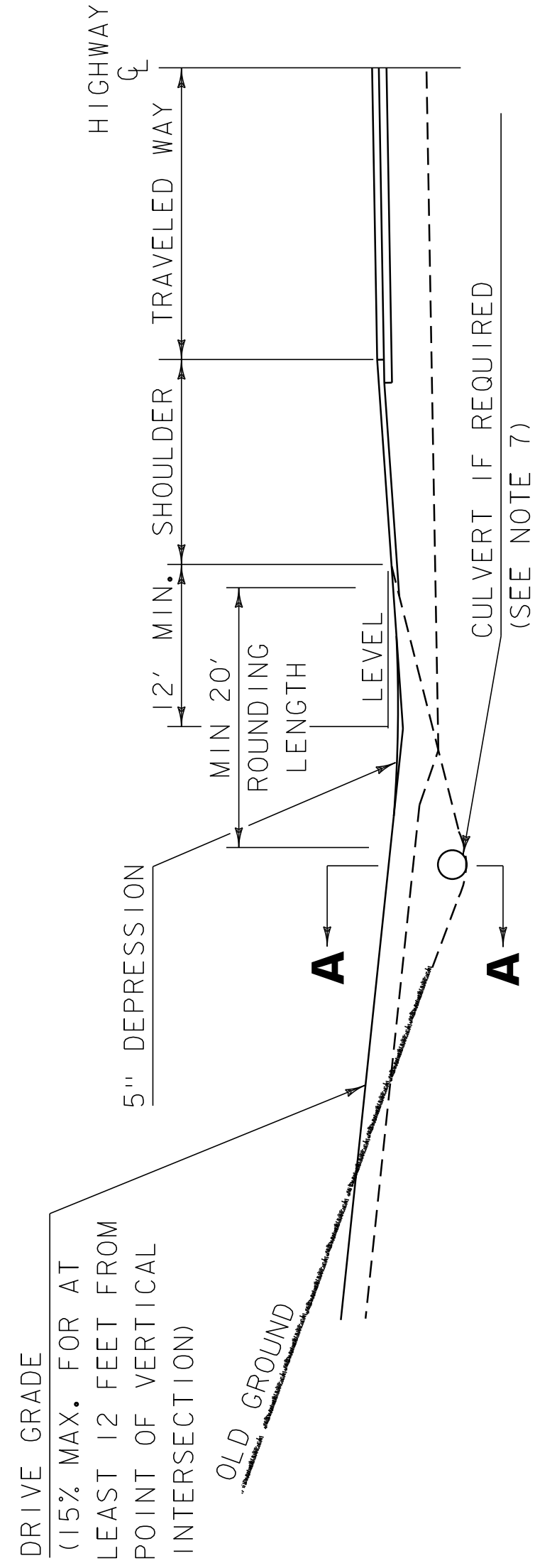
USE WITH DETAILS B AND D WHEN VOLUME WARRANTS FOR RIGHT TURN LANES ARE MET.



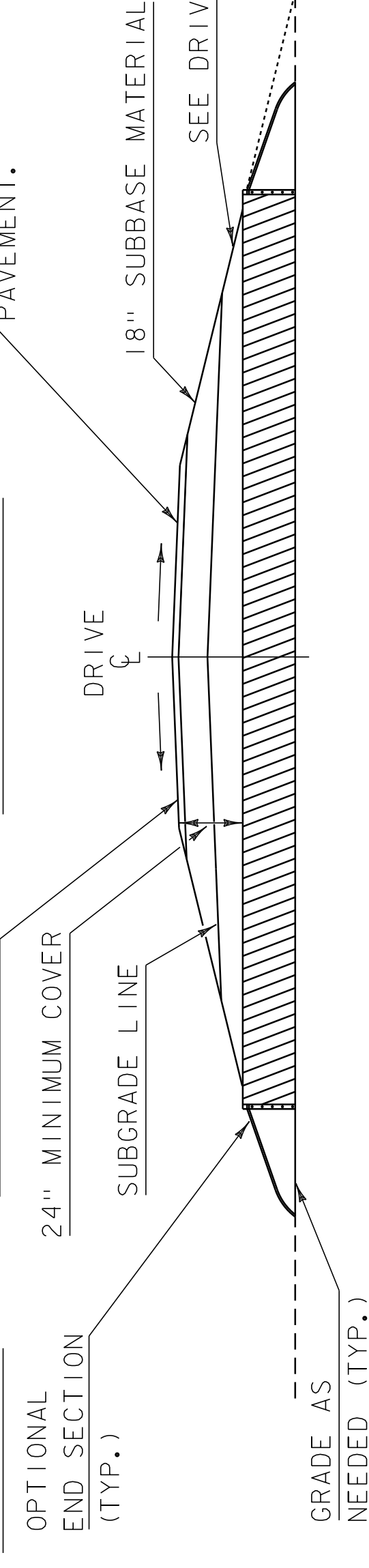
**DETAIL C PROFILE OF DRIVE INTERSECTION (FILL SECTION)**



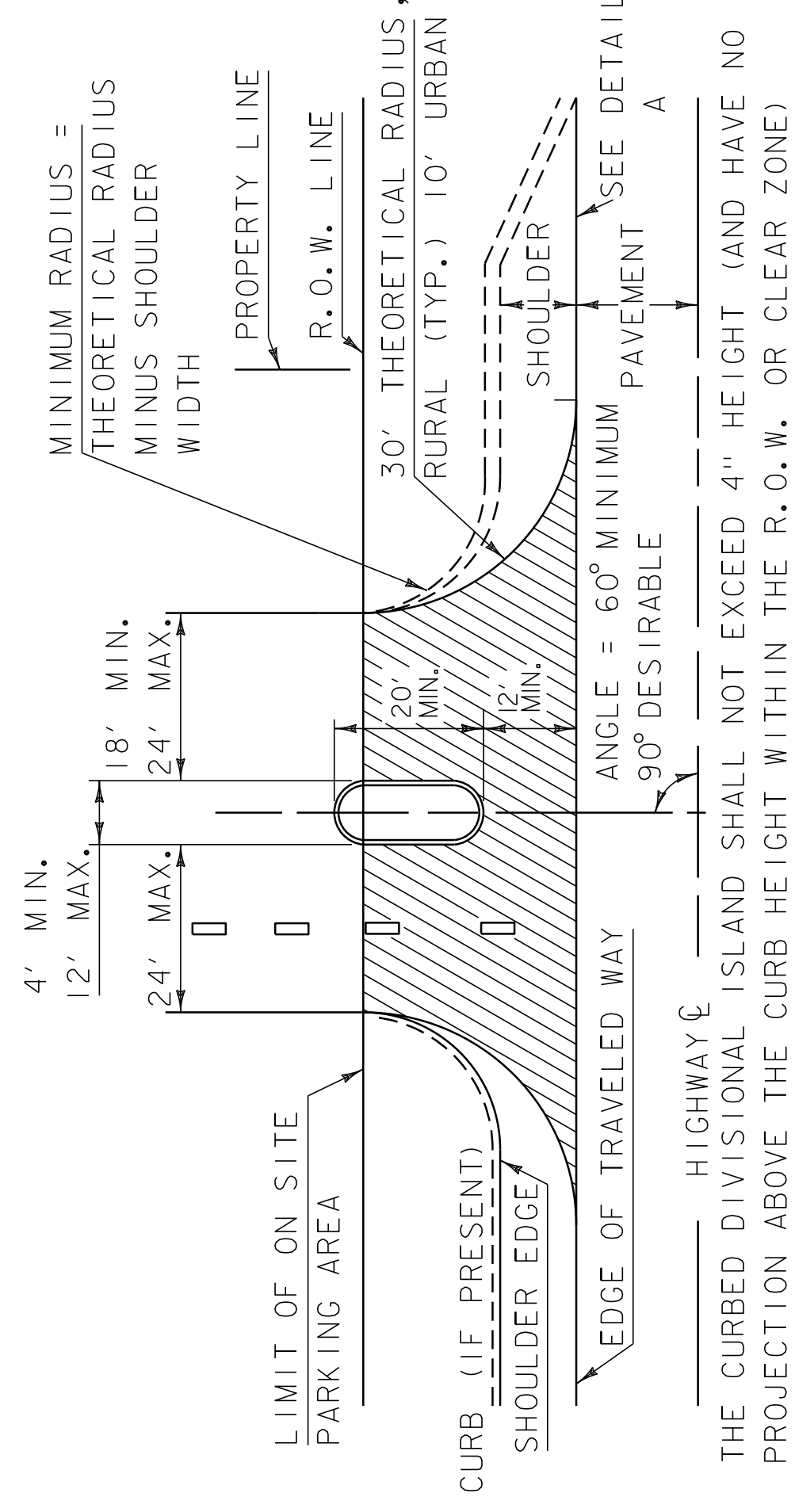
**DETAIL E PROFILE OF DRIVE INTERSECTION (CUT SECTION)**



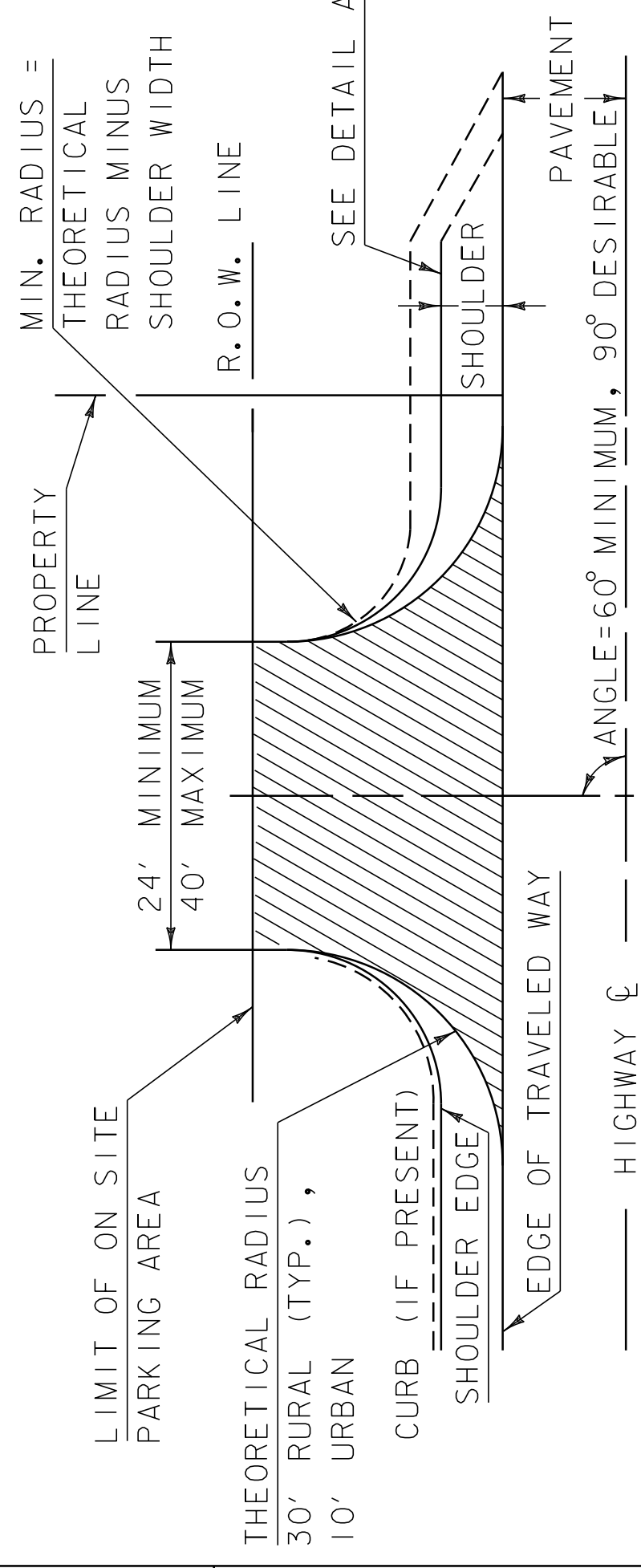
**DETAIL F SECTION A-A**



**DETAIL B TWO-WAY COMMERCIAL DRIVE WITH DIVISIONAL ISLAND**



**DETAIL D TWO-WAY UNDIVIDED COMMERCIAL DRIVE**



THIS DETAIL WILL ALSO APPLY TO COMMERCIAL SERVICE DRIVES, WHEN AUTHORIZED, HAVING A MAXIMUM WIDTH OF 20'. THE SERVICE DRIVE WILL HAVE A "SERVICE VEHICLES ONLY" SIGN PLACED AT THE HIGHWAY ROW LINE.

**DRIVE SIDE SLOPES TABLE**

LOCATION OF SLOPE	SLOPE RATE
DESIGN SPEED > 40 MPH	1:6 OR FLATTER
URBAN AREAS, OR DESIGN SPEED < 40 MPH	1:4 DESIRABLE 1:2 ALLOWABLE
OUTSIDE CLEAR ZONE	1:2 OR FLATTER

1. THIS SHEET IS INTENDED FOR USE BY DESIGNERS ON HIGHWAY PROJECTS AND IN CONJUNCTION WITH A PERMIT FOR WORK WITHIN HIGHWAY RIGHTS OF WAY. ALL CONSTRUCTION REQUIRED BY THE PERMIT AND INDICATED ON THIS SHEET SHALL BE THE RESPONSIBILITY OF THE APPLICANT AND IS SUBJECT TO THE APPROVAL OF THE VERMONT AGENCY OF TRANSPORTATION. WHEN USED WITH THE PLANS FOR A HIGHWAY CONSTRUCTION PROJECT, THIS SHEET IS INTENDED TO BE A GUIDE FOR THE DESIGNER CONCERNING DRIVE WIDTHS, HORIZONTAL, VERTICAL AND GEOMETRIC CHARACTERISTICS.

2. ALL COMMERCIAL DRIVES SHALL BE PAVED FROM THE EDGE OF THE TRAVELED WAY TO THE HIGHWAY RIGHT-OF-WAY, TO THE FARTHEST POINT OF CURVATURE ON THE DRIVEWAY EDGE OR AS DIRECTED BY THE DISTRICT TRANSPORTATION ADMINISTRATOR. THIS PAVING IS INDICATED IN DETAILS (A, B AND D) BY HATCHING.

3. DEPTH OF SUBBASE AND PAVEMENT TO BE THE SAME AS HIGHWAY OR AS SHOWN IN DETAIL F WITHIN THE LIMITS OF THE HIGHWAY RIGHT-OF-WAY.

4. VEHICULAR ACCESS FROM PARKING AREAS TO THE RIGHT-OF-WAY AT OTHER THAN APPROVED ACCESS POINTS WILL BE PREVENTED BY THE CONSTRUCTION OF CURBING OR OTHER SUITABLE PHYSICAL BARRIER.

5. IF CURB IS PRESENT, SEE APPROPRIATE CURB DETAIL STANDARD.

6. WHERE TRAFFIC VOLUME FOR A PROJECT IS SUBSTANTIAL THE AGENCY MAY REQUIRE SPECIAL LANES FOR TURNING, SIGNALS OR OTHER MODIFICATIONS. BASED ON TRAFFIC STUDIES THE AGENCY WILL DETERMINE SPECIFIC TREATMENT TO BE USED.

7. CIRCULAR DRAINAGE CULVERTS UNDER DRIVES SHALL HAVE A MINIMUM INSIDE DIAMETER (I.D.) OF 15" OR AS OTHERWISE SHOWN ON THE PLANS. PIPE ARCHES USED UNDER DRIVES SHALL HAVE A MINIMUM INSIDE CROSS-SECTIONAL AREA EQUIVALENT TO THAT PROVIDED BY A 15" CIRCULAR PIPE. IF A CULVERT LARGER THAN 15" IS LOCATED UPSTREAM OF THE PROPOSED CULVERT THEN THE NEW CULVERT SHALL, AS A MINIMUM, MATCH THE SIZE OF THE UPSTREAM CULVERT.

8. THE OFFSET BETWEEN THE PROPERTY LINE AND THE EDGE OF THE DRIVEWAY MAY BE GOVERNED BY LOCAL ZONING LAWS. DRIVEWAY WIDTH RESTRICTIONS SHOWN PERTAIN ONLY TO THE AREA WITHIN THE HIGHWAY R.O.W. OR THE END OF THE TURNING RADIUS WHICHEVER IS GREATEST.

9. DRIVEWAY GRADES STEEPER THAN THOSE SHOWN MAY BE ALLOWED AS LONG AS A 20' APPROACH AREA IS ACHIEVED FOR THE VEHICLE TO PAUSE BEFORE ENTERING THE HIGHWAY.

10. THIS STANDARD APPLIES TO LARGER RESIDENTIAL DEVELOPMENTS, SUBDIVISIONS AND OTHER COMMERCIAL ACCESSES. SEE VTRANS STANDARD B-71A FOR FIELD DRIVES, LOGGING DRIVES, AND RESIDENTIAL ACCESSES SERVING UP TO TWO SINGLE FAMILY HOMES OR A DUPLEX.

11. FOR DRIVEWAY AND INTERSECTION SPACING DISTANCES REFER TO THE "VERMONT AGENCY OF TRANSPORTATION ACCESS MANAGEMENT PROGRAM GUIDELINES", LATEST REVISION.

12. INTERSECTION SIGHT DISTANCES, EQUAL TO OR GREATER THAN THOSE SHOWN BELOW, SHOULD BE PROVIDED IN BOTH DIRECTIONS FOR ALL DRIVES ENTERING ON PUBLIC HIGHWAYS, UNLESS OTHERWISE APPROVED BY THE AGENCY OF TRANSPORTATION. INTERSECTION SIGHT DISTANCE IS MEASURED FROM A POINT ON THE DRIVE AT LEAST 15 FEET FROM THE EDGE OF TRAVELED WAY OF THE ADJACENT ROADWAY AND MEASURED FROM A HEIGHT OF EYE OF 3.5 FEET ON THE DRIVE TO A HEIGHT OF 3.5 FEET ON THE ROADWAY. STOPPING SIGHT DISTANCE IS MEASURED FROM AN EYE HEIGHT OF 3.5 FEET TO AN OBJECT HEIGHT OF 2.0 FEET ON THE ROADWAY.

SIGHT DISTANCE TABLE

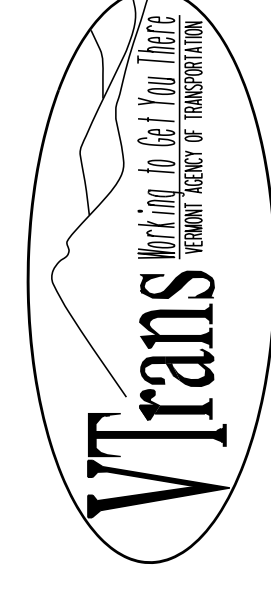
POSTED SPEED OR DESIGN SPEED (MPH)	MINIMUM STOPPING SIGHT DISTANCE (FT)	MINIMUM INTERSECTION SIGHT DISTANCE (FT)
25	155	280
30	200	335
35	250	390
40	305	445
45	360	500
50	425	555
55	495	610

THE ABOVE VALUES ARE TAKEN FROM THE 2011 AASHTO "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS & STREETS."

REV.	DATE	DESCRIPTION
0	JUL. 1, 2019	ORIGINAL APPROVAL

OTHER STANDARDS REQUIRED:

**COMMERCIAL DRIVES**



**STANDARD  
B-71B**



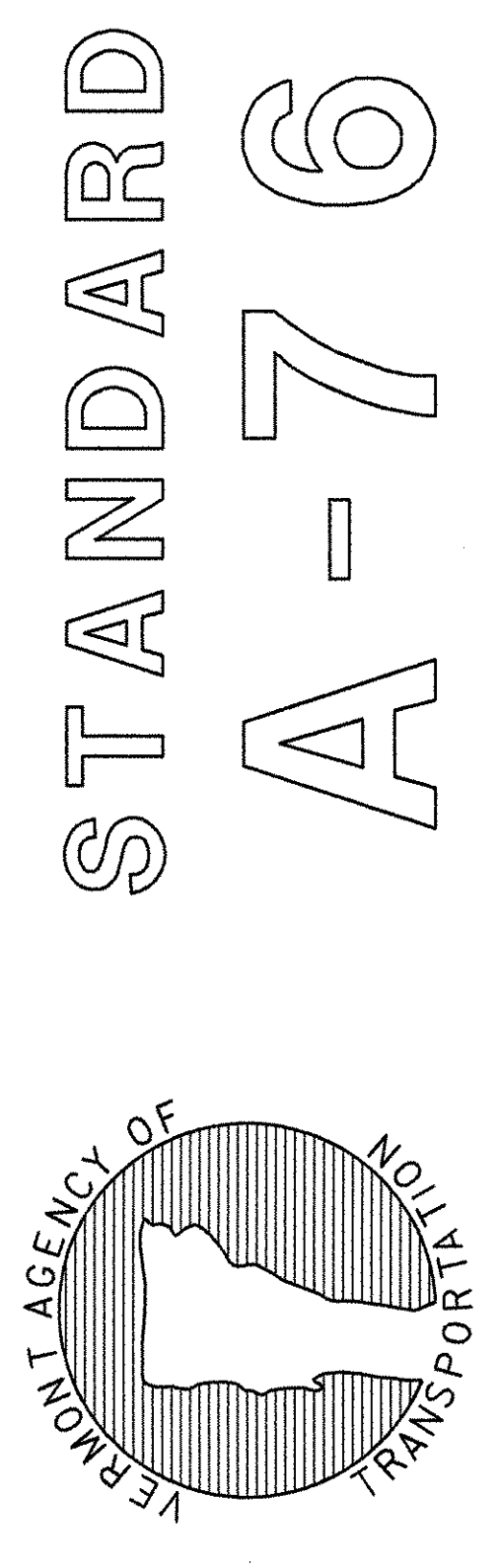
# GENERAL NOTES FOR LOCAL ROADS

1. SUBBASE, SAND CUSHION AND SUBGRADE SHOULD BE CONSTRUCTED AND COMPACTED TO THE DIMENSIONS SHOWN IN ACCORDANCE WITH VAOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. WHERE LOCAL ORDINANCES HAVE BEEN ADOPTED RELATIVE TO ROAD DIMENSIONS AND CONSTRUCTION, THEY SHOULD GOVERN. THE DIMENSIONS SUGGESTED ARE INTENDED TO BE APPLIED ONLY IN LOW TRAFFIC VOLUME CONDITIONS (AVERAGE DAILY TRAFFIC LESS THAN 250 VEHICLES PER DAY), AND WHERE HEAVY TRUCK TRAFFIC IS INFREQUENT.
2. EXPOSED EARTH SLOPES SHOULD BE SEEDED, FERTILIZED AND MULCHED IN ACCORDANCE WITH VAOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
3. DRAINAGE:
  - ROADWAY - 18" MINIMUM DIAMETER, OF METAL, REINFORCED CONCRETE OR POLYETHYLENE PIPE, WITH DROP INLETS OR CATCH BASINS, AS REQUIRED. HYDRAULIC ANALYSIS TO DETERMINE APPROPRIATE PIPE DIAMETER IS RECOMMENDED FOR ALL LIVE STREAM CROSSINGS AND ELSEWHERE WHERE LARGE STORM FLOWS MAY BE EXPECTED.
  - DRIVES - 15" MINIMUM DIAMETER, OF METAL, REINFORCED CONCRETE OR POLYETHYLENE PIPE.
  - UNDERDRAIN - 6" MINIMUM DIAMETER, OF METAL, PVC PLASTIC OR POLYETHYLENE PIPE.
4. HORIZONTAL CURVATURE - THE FOLLOWING WILL APPLY:
 

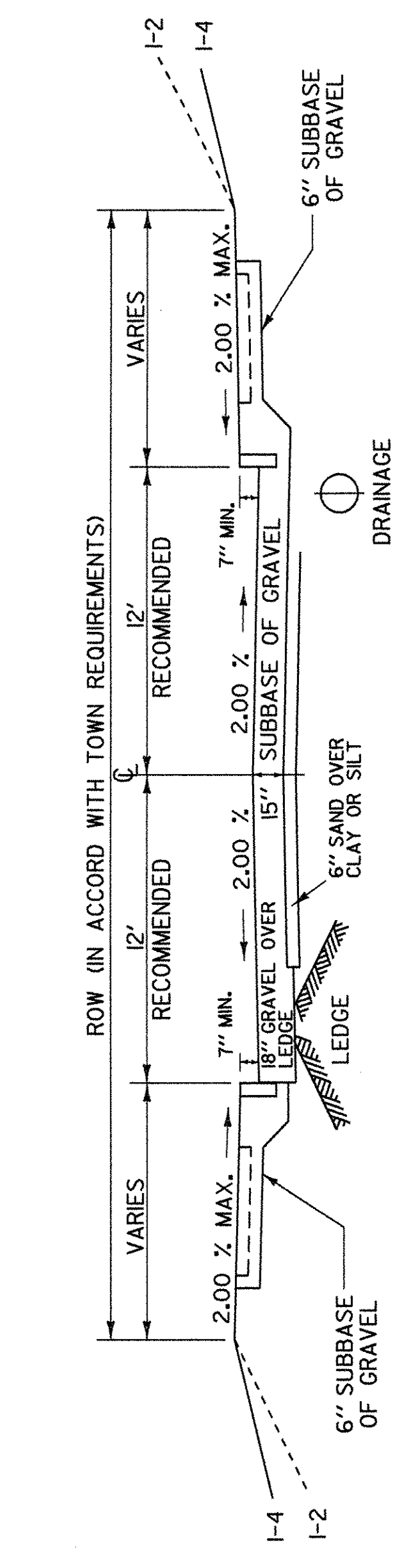
DESIGN SPEED	MINIMUM RURAL RADIUS (1)	MINIMUM URBAN RADIUS (2)
25 MPH	185 FT.	180 FT.
30 MPH	275 FT.	300 FT.
35 MPH	380 FT.	460 FT.
40 MPH	510 FT.	675 FT.
45 MPH	660 FT.	945 FT.
50 MPH	835 FT.	1280 FT.

  - (1) BASED ON CROSS SLOPE = 6.0 %
  - (2) BASED ON MAINTAINING NORMAL CROWN SECTION THROUGHOUT CURVE :
  - EFFECTIVE CROSS SLOPE = 2.0 %

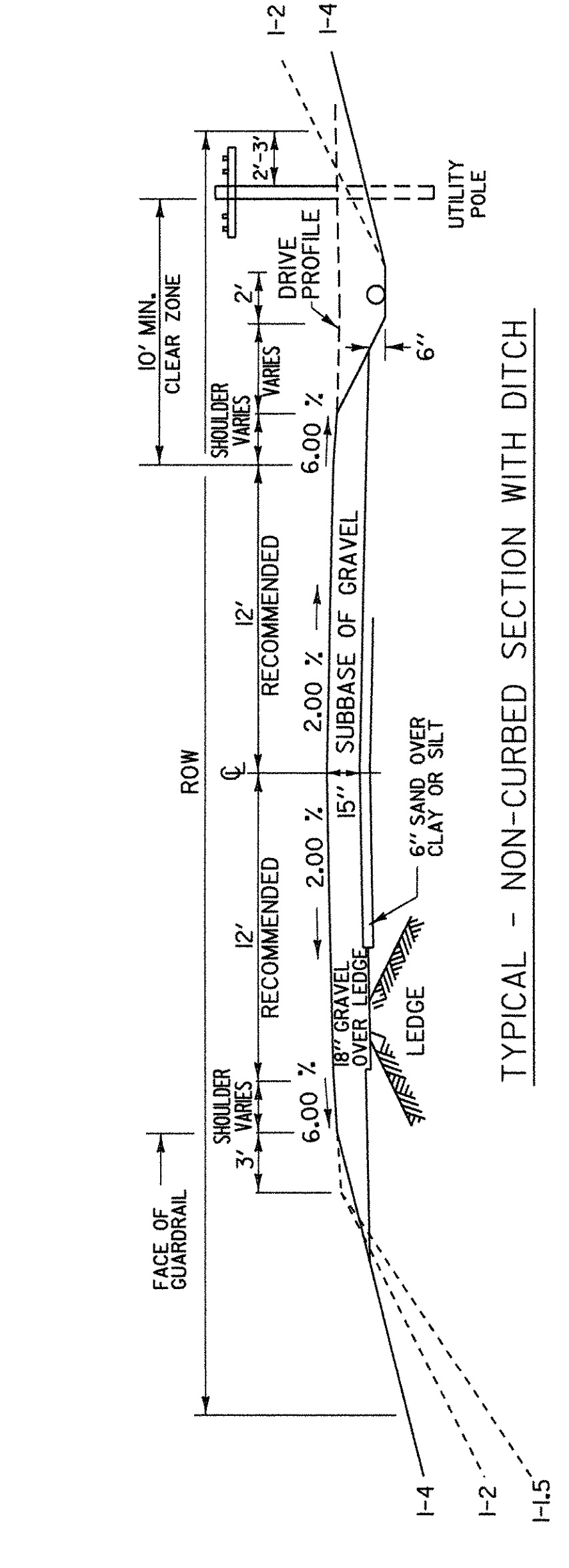
FOR OTHER SUPERELEVATION RATES, SEE CHAPTER III OF THE AASHTO "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" FOR APPROPRIATE CURVE RADII.
5. GRADIENT OF ROADS - 10% MAXIMUM GRADE SUGGESTED, ALTHOUGH GRADES UP TO 16 % MAY BE ALLOWED IN MOUNTAINOUS TERRAIN.
6. GUARD RAIL - PROVIDE GUARD RAIL WITH TREATED WOOD OR STEEL POSTS, OF A DESIGN IN ACCORDANCE WITH VAOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE AASHTO ROADSIDE DESIGN GUIDE, AND VAOT STANDARD DRAWINGS. GENERALLY, WHERE SLOPES ARE 1:3 OR STEEPER, AND THE HEIGHT OF DROPOFF AT EDGE OF SHOULDER EXCEEDS 5', GUARD RAIL SHOULD BE INSTALLED. ALSO, WHERE SLOPES ARE 1:3 OR FLATTER, GUARD RAIL MAY NOT BE NEEDED IF THE AREA AT THE BOTTOM OF THE SLOPE IS FREE OF HAZARDS. THE LOCAL VAOT DISTRICT TRANSPORTATION ADMINISTRATOR MAY BE CONTACTED FOR ASSISTANCE.
7. PAVING - ROADS WITH GRADES EXCEEDING 7% SHOULD BE PAVED UNLESS WAIVED BY THE LOCAL GOVERNING BODY. FOR TRAFFIC VOLUMES GREATER THAN, OR EQUAL TO, 250 VEHICLES PER DAY, OR WHERE HEAVY TRUCKS ARE COMMON, A PAVEMENT DESIGN SHOULD BE PERFORMED TO DETERMINE APPROPRIATE THICKNESSES OF SUBBASE AND PAVEMENT.
8. TRAVELED WAY AND SHOULDER WIDTHS - WIDTHS SHOWN ON THIS STANDARD ARE FOR LOW SPEED/LOW TRAFFIC VOLUME CONDITIONS. FOR ADDITIONAL GUIDANCE IN THE DESIGN OF LOCAL ROADS AND STREETS, SEE THE LATEST EDITION OF AASHTO'S PUBLICATION "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS", OR THE VAOT "VERMONT STATE STANDARDS".
9. UTILITY LINE LOCATION TO CONFORM TO LOCAL REQUIREMENTS.



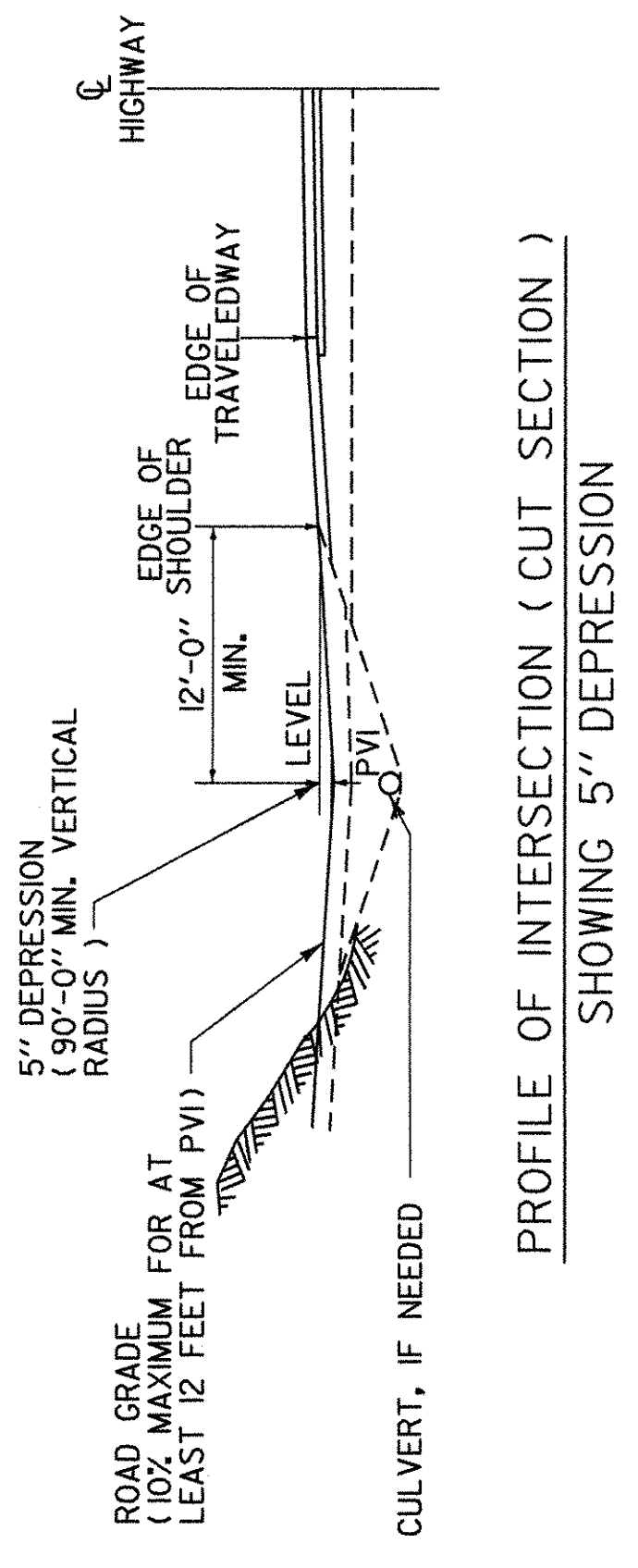
## ROADWAY TYPICALS



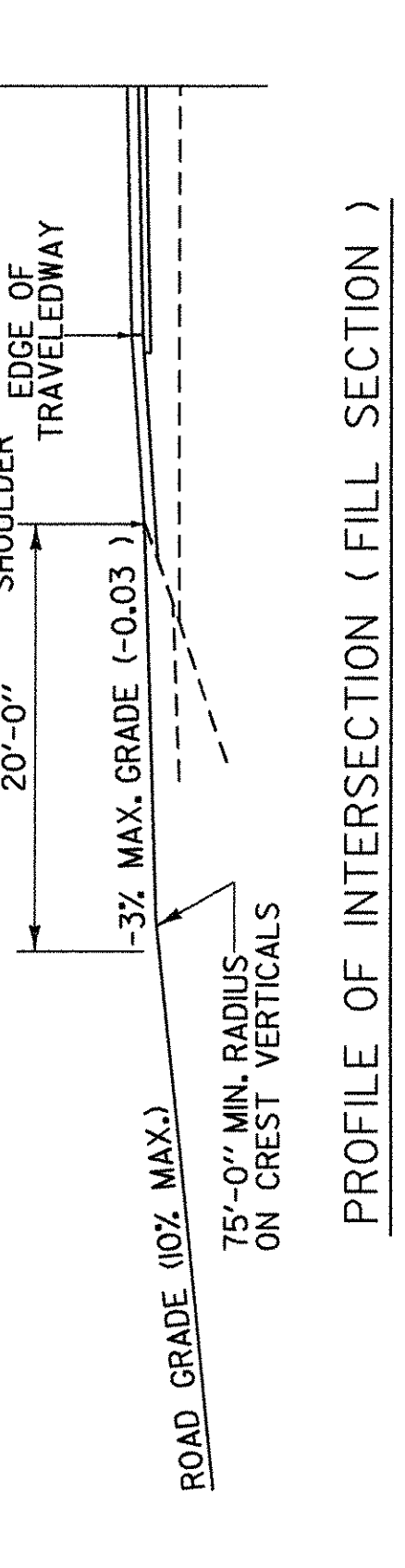
TYPICAL - CURBED SECTION WITH 5' SIDEWALKS



TYPICAL - NON-CURBED SECTION WITH DITCH

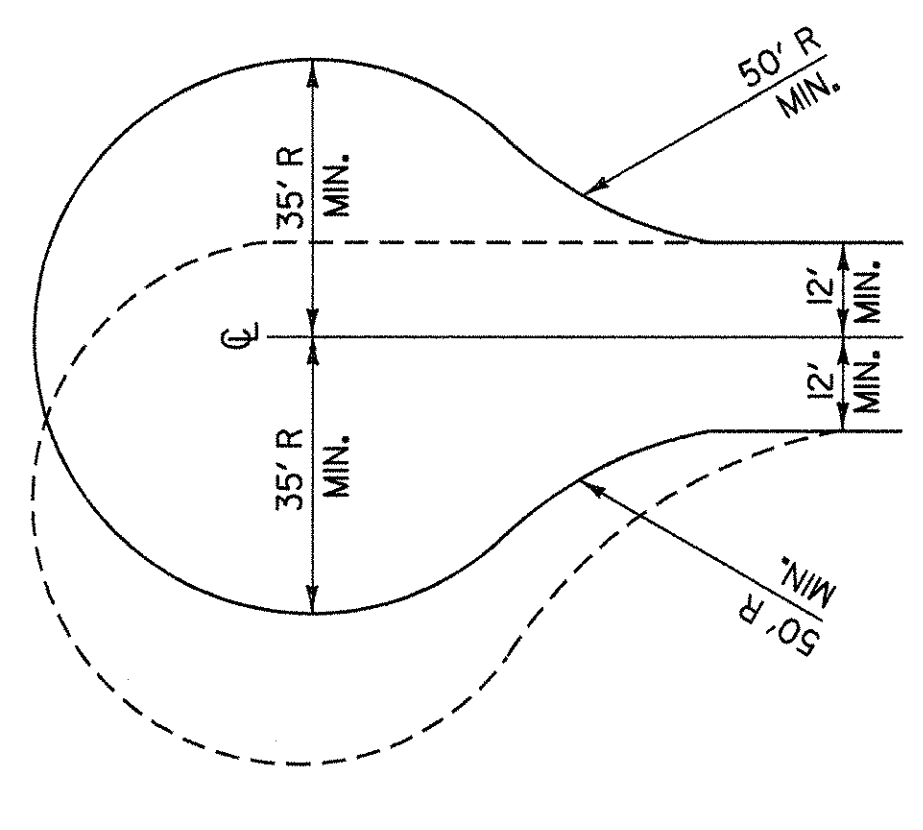


PROFILE OF INTERSECTION ( CUT SECTION ) SHOWING 5" DEPRESSION

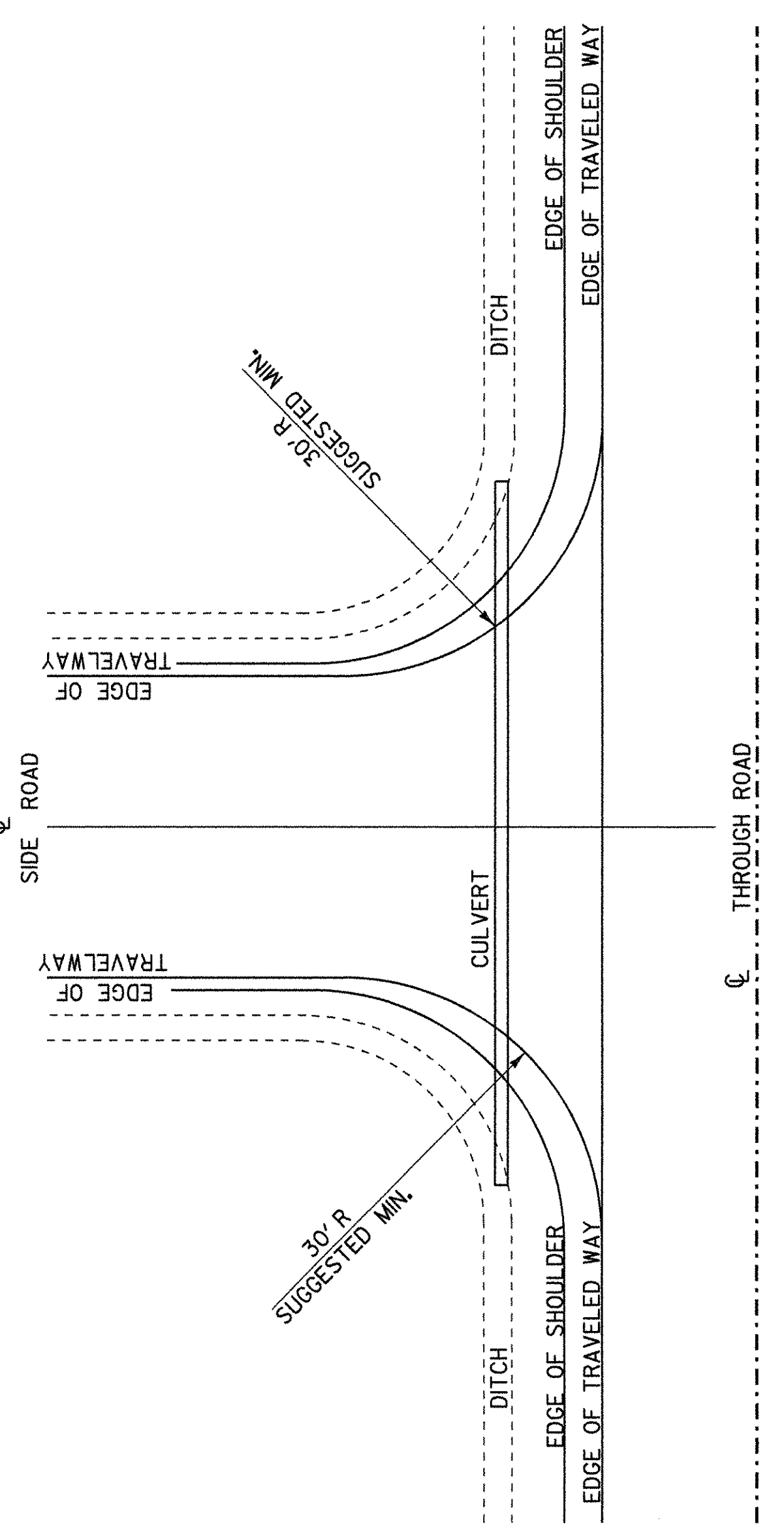


PROFILE OF INTERSECTION ( FILL SECTION )

## CUL-DE-SAC FOR DEAD END ROADS



## INTERSECTION OF THROUGH ROAD AND SIDE ROAD



FOR THROUGH ROADS WITH SIDEWALKS & CURBING, SEE STANDARDS C2 & C3. PROVIDE DROP INLETS ON EACH SIDE OF SIDE ROAD AT INTERSECTION AS NECESSARY.

APPROVED

*[Signature]*  
DIRECTOR OF PROGRAM DEVELOPMENT

*[Signature]*  
CHIEF OF UTILITIES

*[Signature]*  
FEDERAL HIGHWAY ADMINISTRATION

REVISIONS AND CORRECTIONS

JAN. 21, 1971 - ORIGINAL DATE OF ISSUE

MAR. 12, 1971 - DIMENSIONS CHANGED ON TURN-A-ROUND

JULY 13, 1973 - INTERSECTION PROFILES ADDED

DEC. 7, 1995 - REVISED TO REFLECT CURRENT DESIGN CRITERIA

JUNE 1, 1994 - REISSUED, WITHOUT CHANGE, UNDER NEW SIGNATURES.

MAR. 10, 1995 - REISSUED, WITHOUT CHANGE, UNDER NEW SIGNATURES.

MARCH 3, 2003 - REVISED TO REFLECT CURRENT DESIGN CRITERIA

# STANDARDS FOR TOWN & DEVELOPMENT ROADS



**VILLAGE OF BARTON**  
**NOTICE OF PERMISSION TO PROCEED**  
**CONSTRUCTION/DEVELOPMENT OF ACCESS/RIGHT-OF-WAY**

Notice is hereby given to (name of applicant/property owner) that the Board of Trustees of the Village of Barton hereby grants permission to proceed with the construction/development of the proposed access/driveway/curb cut at (parcel ID # and street address), which proves access to/connects with (name and/or Village highway #) as per the Access Permit Application, submitted to the Village on (date). Construction/development may begin on or after (date) and must proceed according to the following conditions and restrictions:

(insert conditions or restrictions)

Permission granted in this Notice will expire 1 year from the date of issuance and is not transferable.

This Notice does not constitute an Access Permit. A Permit authorizing the use of the access and recognizing completion of the project will be issued and become effective only after it is determined that compliance with all conditions, specifications, and restrictions described in this Notice to Proceed are met. The Board of Trustees for the Village of Barton, with the assistance of the DPW Foreman, will have the authority and responsibility to determine when the conditions, restrictions, and specifications above are met.

Upon receipt of this Notice, you are hereby authorized to proceed with the project in accord with the conditions, specifications, and restrictions described herein. Approval covers only the work described in your Access Permit Application, as modified by the conditions, restrictions, and specifications listed above. You will be held financially responsible for any damage caused to the Village Highway system resulting from the development or construction of a driveway/access, regardless of whether such development or construction has been authorized by the Village.

This Notice does not relieve you from any requirements imposed by other local, regional, or State agencies.

Issued on: (date)

By: \_\_\_\_\_  
Chair of the Board of Trustees

**VILLAGE OF BARTON  
ACCESS/RIGHT-OF-WAY PERMIT**

It is the determination of the Board of Trustees of the Village of Barton that all of the conditions, restrictions, and specifications described in Access Permit Application # (number), as modified by the relevant Notice to Proceed, which was issued by the Village of Barton on (date), have been met.

**Therefore, Permit # (number) is hereby issued to (name of applicant/property owner),** as Permittee for the access/driveway/curb cut located at (parcel ID # and street address), which proves access to/connects with (name and/or Village highway #). All of the conditions, restrictions, and specifications described in Access Permit Application # (number), as modified by the relevant Notice to Proceed, which was issued by the Village on (date), remain in force as conditions of this Permit as long as the present land use continues. Any change in the present land use will require a new Permit.

**This Permit shall not be valid until recorded in the Town Land Records at the expense of the Permittee.**

The issuance of this Permit does not relieve Permittee from any requirements imposed by other local, regional, or State agencies.

In the event that there is a failure to adhere to the conditions, restrictions, and specifications described above, this Permit may be suspended by the Board of Trustees until compliance is obtained. If there is continued use or activity after suspension, the Board of Trustees may physically close the driveway or access point if, in the opinion of the Board of Trustees, the safety of highway users is or may be affected.

As per 19 V.S.A. § 1111(f), the Board of Trustees may, as development occurs on land abutting a Village Highway, require the elimination of an access previously permitted and require the construction of a common frontage road or other access improvements which may serve more than one property or lot.

Permit issued on: (date)

By: \_\_\_\_\_  
Chair of the Board of Trustees

Received for recording on: \_\_\_\_\_

By: \_\_\_\_\_ (Town Clerk)

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Letter to the Board  
Agenda: Agenda Item "F"

The Barton Library Fundraising Committee would like use of the Barton Memorial Hall to host their annual Barton Thanksgiving Day Turkey Trot & Pie Sale on November 23, 2023. They have requested that the Board waive the rental fee. The Board has historically done so.

**Proposed Motion:** Motion to approve the Barton Library Fundraising Committee's request to use the Barton Memorial Hall and waive the rental fee.

September 21, 2023

To the Barton Trustees

The annual Barton Thanksgiving Day Turkey Trot & Pie Sale will be held this year on Thanksgiving day, November 23 2023. We are anticipating 150-300 people.

The race committee is requesting the use of the Memorial Building, downstairs only and in hopes you are able to waive the rental fee. The proceeds from the race will go to the Barton Public Library, a dream of Missy's from the beginning.

The race course will remain the same, beginning in front of O'Reilys Auto Parts, heading south on Church Street, turning right onto Elm Street; turning left onto Breezy Hill Road and bearing left onto Roaring Brook Road. Then turning left onto Park Street; turning right onto Elm Street and across Church Street (Rt. 16), climbing up Water Street. At the top of Water Street we will take a sharp left heading back to the center of the village, bearing left just past the post office and ending in front of the Memorial Building. That little part of road in front of the Memorial Building will be closed for a short time only for the runners/walkers to cross the finish line and be timed.

We will have officials at every intersection along the course and the Barton Ambulance Squad will be available on site at the finish. All will have walkie-talkies. Also 1-2 port-o-pottys will be near the village garage doors.

Thank you very much for supporting our village library and allowing an event to happen before your day's celebrations begin.

In loving memory of Melissa White,  
The Barton Library Fundraising Committee &  
Robin & Gail Robitaille, race directors

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Winter Maintenance Agreement with VTrans  
Agenda: Agenda Item "G"

The Emergency Winter Maintenance Agreement between Barton Village and VTrans is finalized and ready for signature. Note: the State will no longer assist with winter maintenance after the 2023-2024 season (first page, last paragraph) and the Village will need to plan accordingly for 2024-2025 and beyond.

**Proposed Motion:** Motion to approve the Emergency Winter Maintenance Agreement between Barton Village and VTrans as presented.

**EMERGENCY WINTER MAINTENANCE AGREEMENT  
BETWEEN  
STATE OF VERMONT, AGENCY OF TRANSPORTATION  
AND  
VILLAGE OF BARTON  
Contract No. FM0464**

**THIS AGREEMENT**, made by and between the State of Vermont, acting through its Agency of Transportation, with its principal office at 219 North Main Street, Barre, VT 05641 (“VTrans”), and the Village of Barton, with its principal office at 17 Village Square, Barton, VT 05822 (“Village”).

**W I T N E S S E T H :**

**WHEREAS**, VTrans is responsible for maintenance of the state highway system, including U.S. Route 5 (“US 5”) and Vermont Route 16 (“VT 16”); and

**WHEREAS**, under 19 V.S.A. § 302(a)(1) class 1 town highways are those town highways which form the extension of a state highway route and which carry a state highway route number; and

**WHEREAS**, under 19 V.S.A. § 306a(b) municipalities are responsible for general maintenance of class 1 town highways, including but not limited to, spot patching, traffic control devices, curbs, sidewalks, drainage, and snow removal; and

**WHEREAS**, the Village maintains the municipal highways within its corporate limits, including the class 1 segments of US 5/Main Street/Lake Street/TH-1 and VT 16/Church Street/Glover Street/TH-2; and

**WHEREAS**, VTrans currently passes through 1.78 miles of class 1 town highway with large trucks and wings while maintaining the roadways on each side of the class 1 town segments; and

**WHEREAS**, the Village has represented to VTrans that because of exigent financial circumstances it has been unable to provide winter maintenance of its class 1 town highways in a manner compatible with the public safety and transportation needs of the region and the State; and

**WHEREAS**, the Village has represented to VTrans that it is on the path to resolving the exigent financial circumstances; and

**WHEREAS**, VTrans, out of concern for public safety and the transportation needs of the region and the State, has provided emergency winter maintenance of the Village’s class 1 town highways during the 2018-2020 and 2021-2022 winter seasons and is willing to continue providing emergency winter maintenance for the final time during the 2023-2024 winter season;

**NOW, THEREFORE**, the parties agree as follows:

**1. Winter Maintenance of Class 1 Town Highways.** During the 2023-2024 winter season, VTrans, subject to the provisions of this Agreement, will provide winter maintenance of the roadway surface along the class 1 segments of US 5/Main Street/Lake Street/TH-1 and VT 16/Church Street/Glover Street/TH-2 within the corporate limits of the Village. The Village acknowledges that the level of winter maintenance provided by VTrans, both as to schedules and material application rates, will be generally consistent with that provided along the state highways to which the class 1 segments connect, all at the discretion of VTrans.

**2. Overnight Winter Parking Ban.** As a condition precedent to VTrans' providing winter maintenance of its class 1 town highways, the Village agrees to enforce the existing Village Ordinance on Parking including the November 1 to April 1 winter parking enforcement period. The Village also agrees to amend the existing ordinance to include a more restrictive winter parking ban on the class 1 town highways (Main Street, Lake Street, Church Street and Glover Street). The more restrictive parking ban will include a 24-hour winter parking ban on the class 1 highways, except for a 12-hour (7 PM to 7 AM) ban for the following historic downtown parking locations necessary for essential Village commerce:

- Church Street (VT 16): 200 feet from the intersection of Village Common to Main Street;
- Main Street (US 5): 800 feet from School Street to Village Common (for elderly housing complex, Post Office and TD Bank; and
- Main Street: 150' from West Street to Water Street (for historic general store and hardware store properties.)

The above segments include approximately 12% of the 1.78-mile class 1 highway network of which actual parking is only on one side of the highway which would represent approximately 6% of the highway system.

The Village agrees that VTrans will not be responsible for snow removal within the on-street parking areas or the effect of snow plowing which will be pushed into the parking areas. The Village will operate such that snow removal in these areas will be priority work as to not interfere with VTrans plowing. All complaints related to snow plowing will be directed to and addressed by the Village in a timely manner.

The Village will erect MUTCD-compliant winter parking ban signs at entry points to US 5 and VT 16. The Village will erect MUTCD-compliant 12-hour winter parking ban signs at the above referenced sites, as appropriate.

**3. Other Maintenance.** The Village agrees to continue to be responsible for all other maintenance of its class 1 town highways, including but not limited to street lights, pothole repairs, spot patching, traffic control devices, curbs, retaining walls, drainage, and snow removal along sidewalks and at the base of retaining walls.

**4. Agreement Term.** The Agreement start date is November 1, 2023, and shall expire on May 31, 2024. Both parties agree and recognize that there is no renewal option beyond the May 27, 2024 expiration date.

**5. Amendment.** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Village.

**6. Cancellation.** This Agreement may be canceled by either party by giving written notice at least thirty (30) days in advance.

**7. Attachment.** This Agreement consists of 9 pages including the following attachment which is incorporated herein:

- Attachment C – Standard State Provisions for Contracts and Grants (12/15/2017 revised).

For purposes of Attachment C, the term “Party” means the Village.

**8. Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence:

- (1) Agreement
- (2) Attachment C (Standard State Provisions for Contracts and Grants)

\* \* \* [Signature page follows] \* \* \*



**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT**

By the State of Vermont:

By the Village:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Secretary of Transportation  
Duly Authorized Signer

APPROVED AS TO FORM:

Date: 9/29/2023

DocuSigned by:  
**Leslie Welts**  
ASSISTANT ATTORNEY GENERAL

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Loan Agreement for WWTF Engineering Project  
Agenda: Agenda Item "H"

The loan agreement from the VT State Revolving Fund is ready for signature. This loan was applied for in June 2023 and intended to pay for the preliminary engineering portion of the wastewater treatment facility infrastructure improvements (Aldrich & Elliott).

**Proposed Motion:** Motion to approve the VT State Revolving Fund loan agreement as presented.

## LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-341-1.0

Loan Amount: \$28,100.00

1. Village of Barton, the Municipality, hereby certifies to the Vermont Municipal Bond Bank (“Bond Bank”) that:
  - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
  - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
    - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
    - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
  - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any



changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.


21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), may apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208, as applicable.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:

  
\_\_\_\_\_  
Secretary

VERMONT MUNICIPAL BOND BANK

By:   
\_\_\_\_\_  
Executive Director

Attest:

\_\_\_\_\_  
Clerk

Village of Barton

By: \_\_\_\_\_  
Chair of the Governing Body

And by:

\_\_\_\_\_  
Treasurer

Date \_\_\_\_\_

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

## EXHIBIT A

### PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

#### Description:

This planning loan is for the the preliminary engineering for the Village's wastewater treatment facility improvements

#### Conditions:

- 1) Repayment of this loan shall commence no later than five (5) years after the execution of the loan, unless the terms of the loan indicate the loan principal will be completely forgiven.
- 2) If the project funded with this loan proceeds to construction within five (5) years of loan execution and the construction project is funded with a SRF loan, the planning loan will be consolidated with the construction loan.
- 3) The engineer will meet with the Water Investment Division (WID) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the WID engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by WID.
- 4) After completion of planning, if project construction is to be fully funded by grants and/or loans administered by other federal, state, or local funding agencies (referred to as "alternative funding"), the Applicant will, within sixty (60) days of receiving alternative funds, repay the entire portion of the CWSRF planning loan. Under certain circumstances partial or full planning loan forgiveness may be allowable, such as when planning costs are not being paid for from alternative funds.
- 5) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

## EXHIBIT B

### LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

#### ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

#### ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

#### SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

EXHIBIT C

\$28,100.00

UNITED STATES OF AMERICA  
 STATE OF VERMONT  
 Village of Barton  
 GENERAL OBLIGATION NOTE

The Village of Barton (hereinafter called the “Municipality”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$28,100.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 9/1/2028 as follows:

Vermont EPA Clean Water State Revolving Fund							
Barton Village, Vermont							
Loan RF1-341-1.0							
Prepared on 7/11/2023							
Loan Terms							
Loan Amount:	\$28,100.00						
Loan Term Years:	5						
Interest rate:	0.0000%						
Administrative Fee:	0.0000%						
Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
9/1/2028	1	28,100.00	2,810.00	14,050.00	0.00	0.00	2,810.00
9/1/2029	2	11,240.00	2,810.00	0.00	0.00	0.00	2,810.00
9/1/2030	3	8,430.00	2,810.00	0.00	0.00	0.00	2,810.00
9/1/2031	4	5,620.00	2,810.00	0.00	0.00	0.00	2,810.00
9/1/2032	5	2,810.00	2,810.00	0.00	0.00	0.00	2,810.00
			14,050.00	14,050.00	0.00	0.00	
For planning purposes only. Figures subject to change based on actual disbursements							



EXHIBIT C

This Note is payable in lawful money of the United States at M&T Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 6/13/2023.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

Village of Barton

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Majority of its Governing Body

Date \_\_\_\_\_

\_\_\_\_\_  
Treasurer

Village of Barton

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

\_\_\_\_\_  
Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE  
(General Obligation)  
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the Village of Barton (herein called the “Municipality”) at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public wastewater system improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same shall be submitted to the legal voters at meetings thereof, and it will be ordered, all of which action will be hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$28,100.00 to be discounted by the amount of up to \$14,050, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

## EXHIBIT D

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$28,100.00 to the Vermont Municipal Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

EXHIBIT D

ATTEST:

\_\_\_\_\_  
Clerk

Village of Barton

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Majority of its Governing Body

And By:

\_\_\_\_\_  
Its Treasurer

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: VPPSA Director/Alternate  
Agenda: Agenda Item "I"

Vera LaPorte has been the Business Manager for Barton Village since 8/14/2023, and now that she has become acclimated to the position it may be more appropriate for her to step into the role as the Village's representative on the VPPSA Board of Directors, with Hydro Manager Denis Fortin remaining as alternate.

**Proposed Motion:** Motion to appoint Vera LaPorte as the Director for the VPPSA Board of Directors, representing Barton Village, with Denis Fortin as alternate.

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Website  
Agenda: Agenda Item "J"

The Barton Village website has many gaps and could use an update.

Possible items for Board discussion:

- General purpose of the website
- Community events calendar
- Outage tracker
- News and announcements
- Social media

**Proposed Motion:** None.

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Property Lien Update  
Agenda: Agenda Item "K"

At a previous Board of Trustees meetings on 08/28/2023 and 09/25/2023 the Board approved motions to place liens on several properties with outstanding balances on their electric, water, and sewer accounts. The liens have begun to pay off:

- 184 Glover Road recently sold and \$4,318.85 was paid to the electric department, as well as \$198.52 for water and \$198.52 for sewer.
- 341 High Street is closing soon and \$1,411.25 will be collected for electric, as well as \$500.32 for water and \$545.46 for sewer.

However, a lien was not recorded in time to capture the balance of \$8,372.69 on 546 LeBlanc Road. The property was sold at tax sale in April of 2022 and deeded in April of 2023. In order for the lien to be enforceable, it would have to have been placed prior to the tax sale. This revenue is unfortunately lost.

Liens and collections will continue to be brought to the BOT for consideration on a monthly basis.

**Proposed Motion:** None.



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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Wastewater Operations Update  
Agenda: Agenda Item "L"

Advertising for the Chief Wastewater Operator position began on 09/15/2023.

The Village is in receipt of a Notice of Alleged Violation (NOAV) from the Vermont State Agency of Natural Resources listing several directives that must be satisfied before the discharge permit will be renewed by the State. Most of these directives fall in line with ongoing projects (some have already been completed), but there are a few that will require guidance. Wayne Graham from VT Rural Water, Mike Mainer from Aldrich & Elliott, and John Merrifield from the State will assist.

Failure to comply with the NOAV may result in a penalty.

**Proposed Motion:** None.



Agency of Natural Resources  
Department of Environmental Conservation  
Watershed Management Division  
1 National Life Drive, Davis 3  
Montpelier, VT 05620-3522

**NOTICE OF ALLEGED VIOLATION (“NOAV”)**  
**10 V.S.A. § 8006(b)**

Alleged Violator (Respondent):

Barton Village  
Attn: Regina Lyon  
Chair of Board of Trustees  
PO Box 418  
Barton, VT 05822

**You are hereby put on notice that the Agency of Natural Resources believes that you are in violation of the Vermont Statutes, Regulations, and Permits noted below:**

NPDES Permit No. 3-1202:

- Condition II.A.3.a – maintain in good working order and operate as efficiently as possible all treatment and control facilities and systems (and related appurtenances)
- Condition II.A.3.b – adequate operating staff
- Condition II.A.3.c – operation and maintenance by qualified individuals

Environmental Protection Rule Chapter 4 Pollution Abatement Facility Operator Rule:

- § 4-301(a), (c) and (d) – Facility Operation by Licensed Operator
- § 4-302(a) – Adequate Staffing of Facility

**Compliance Directives:**

1. Immediately retain a Chief Operator with a minimum of a Grade II Domestic Pollution Abatement Facility Operator License.
2. Track influent Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) loading and compare to the design values. Both concentrations and loads should be compared. This work shall start immediately.
3. Calculate required staffing needs following the procedure detailed in the Northeast Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants prepared by the New England Interstate Water Pollution Control Commission. This evaluation shall be submitted for review and approval within 30 days of receipt of this letter, or October 31, 2023, whichever is sooner. This document and accompanying spreadsheet can be found here: <https://neiwppcc.org/news-publications/technical-guides/>
4. Provide an updated schedule addressing all outstanding items from the March 4, 2023 inspection within 30 days of receipt of this letter, or October 31, 2023, whichever is sooner. That schedule shall include:
  - An update of the schedule for the refurbishment of the facility, including the removal of sludge necessary to repair/replace the aeration system. This schedule shall include the current Preliminary Engineering Report (PER) work as well as estimates for designing and constructing the recommended refurbishments.
  - A timeline for reducing the BOD, TSS and hydraulic loading to the WWTF to the design values.
  - A timeline for revising ordinances, intra-municipal agreements and rate structures as necessary to address the influent loading (BOD, TSS and hydraulic) and to provide funding for maintaining the WWTF.

5. Proactively work with the consultant hired to prepare the Preliminary Engineering Report (PER) for the refurbishment project. The Village must provide all requested data and feedback to the consultant in a timely manner. Any actions required by the Village (scheduling of meetings, bond votes, awarding/modifying contracts, etc.) must be performed with minimal delay.
6. Enforce the sewer ordinance to remove any remaining pumps, drains or illicit connections and openings known to the Village within 60 days of receipt of this letter, or November 30, 2023, whichever is sooner. A written summary of this work shall be submitted including the address or approximate location of the connection and a description of the actions taken to close the connection.
7. Submit an updated Emergency Power Failure Plan (EPFP) by November 30, 2023.
8. Review the existing Operations, Maintenance and Emergency Response Plan (OMERP) and perform required inspections. These inspections must be completed by December 31, 2023 and then as required by the OMERP.
9. Immediately contact John Merrifield ([john.merrifield@vermont.gov](mailto:john.merrifield@vermont.gov) or 802-490-6188) for guidance on addressing permit violations.
10. Within 7 days of contacting John Merrifield submit a timeline for addressing said violations and coming into compliance with discharge permit for approval by the Secretary. Follow agreed upon timetable for bringing wastewater facility into compliance with violated permit conditions.

In response to the alleged violation(s), the Agency may issue a Civil Complaint pursuant to 10 V.S.A. Section 8019 which would assess a penalty. The Agency may also issue an Administrative Order pursuant to 10 V.S.A. Section 8008 which would require full compliance with all applicable statutes, rules, and/or permits; assess penalties; and if necessary, require corrective/restorative action and any other measures deemed appropriate. Prompt correction of the alleged violation(s) may lessen the possibility or severity of any enforcement action taken by the Agency.

If you have any questions, please call John Merrifield at 802-490-6188. Our mailing address is at the top of this Notice. This NOAV was served on the above-designated Respondent by certified mail, return receipt requested, or by hand.

Dated: 9/26/2023



Digitally signed by Peter  
LaFlamme  
Date: 2023.09.26 18:58:22  
-04'00'

Peter LaFlamme, Director  
Watershed Management Division  
cc: DEC; John Merrifield, Mari Cato

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Winter Maintenance Update  
Agenda: Agenda Item "M"

The interlocal agreement between the Town of Barton and Barton Village for winter maintenance 2023-2024 is ready and awaiting Selectboard approval.

**Proposed Motion:** None.

**INTERLOCAL AGREEMENT BETWEEN  
THE TOWN OF BARTON AND BARTON VILLAGE, INCORPORATED**

KNOW ALL PERSONS BY THESE PRESENTS that it, the TOWN OF BARTON, a municipality having its situs in the County of Orleans and State of Vermont, hereinafter referenced as TOWN; and it, BARTON VILLAGE, INC., a municipality having its situs in the Town of Barton, County of Orleans and State of Vermont, hereinafter referenced as VILLAGE,

W I T N E S S E T H:

For and in consideration of the mutual covenants and agreements hereinafter set forth, TOWN and VILLAGE, pursuant to the provisions of Title 24, Section 4901(a) of the Vermont Statutes Annotated,, do hereby enter into the within and foregoing INTERLOCAL CONTRACT, hereinafter referenced as CONTRACT, whereby TOWN agrees to perform certain governmental services in behalf of VILLAGE as more fully and particularly set forth and contained herein.

1. TOWN hereby agrees that TOWN will plow the following VILLAGE streets, hereinafter referenced as STREETS, at such times as TOWN plow trucks pass over the hereinafter recited STREETS as the TOWN plow trucks are traveling over said STREETS on route to plow TOWN roads:

- a. Elm Street (0.64 mile)
- b. Roaring Brook Road (0.56 mile)
- c. Pageant Park Road (0.59 mile)
- d. Breezy Hill Road (0.09 mile)
- e. Kinsey Road (0.24 mile)
- f. Eastern Avenue (0.74 mile)

2. TOWN will apply salt and/or sand to said STREETS in

such amounts as TOWN shall deem appropriate at such times as TOWN'S plow trucks pass over said STREETS; however, TOWN shall apply no salt or sand to Pageant Park Road.

3. Except as herein provided, VILLAGE shall continue to be responsible for the general maintenance, including plowing and sanding, of said STREETS, recognizing that the TOWN plow trucks may not be passing over said STREETS at all times when maintenance may be required. VILLAGE shall specifically be responsible for the plowing and sanding of intersections.

4. VILLAGE shall pay to TOWN that total sum of Thirty Two Thousand Five Hundred Forty Two and Sixty One One-Hundredths Dollars (\$32,542.61), representing Nine Thousand Three Hundred Seventy Eight and Twenty Seven One-Hundredths Dollars (\$9,378.27) per mile of the STREETS the subject of this Agreement, which said payment shall be paid as follows:

Thirteen Thousand Seventeen and Four One-Hundredths Dollars (\$13,017.04) shall be paid by VILLAGE to TOWN on or before December 15, 2023, and the balance thereof, namely Nineteen Thousand Five Hundred Twenty Five and Fifty Seven One-Hundredths Dollars (\$19,525.57) shall be paid by VILLAGE to TOWN on or before March 31, 2024.

5. VILLAGE shall also reimburse TOWN for any damage, other than normal wear and tear, sustained by TOWN equipment while TOWN is performing the services to VILLAGE herein specified.

6. VILLAGE will hold TOWN harmless and free from any and all liability arising from damage occurring to VILLAGE

utilities, including, but not limited to, sewer manholes, water valve boxes and catch basin frames while TOWN is performing the services to VILLAGE herein specified.

7. The term of this CONTRACT shall commence on the date of execution hereof by TOWN and VILLAGE, and shall expire on May 1, 2024 unless the TOWN and VILLAGE shall renew or otherwise extend the term hereof.

8. VILLAGE shall reimburse TOWN for such reasonable costs, including reasonable attorney fees and additional insurance costs, which TOWN may incur in connection with the implementation of this CONTRACT.

9. This CONTRACT may be terminated by either party hereto upon the terminating party providing no less than thirty (30) days written notice of its intent to cancel this CONTRACT.

Dated at the Town of Barton in the County of Orleans and State of Vermont this \_\_\_ day of October, 2023.

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TOWN OF BARTON, by its  
Selectboard, duly authorized

Dated at the Town of Barton in the County of Orleans

and State of Vermont this \_\_ day of October, 2023.

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BARTON VILLAGE, INC., by its  
Trustees, duly authorized



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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Trucks Update  
Agenda: Agenda Item "N"

The truck identified at the previous Board of Trustees meeting on 09/25/2023 was inspected by DPW Foreman Andy Sicard and deemed inadequate for the Village's needs. The search continues.

**Proposed Motion:** None.

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Salt/Sand Shed Update  
Agenda: Agenda Item "O"

The temporary salt/sand shed at the Village garage is awaiting delivery of materials to complete the roof.

No update on the permanent salt/sand shed project.

**Proposed Motion:** None.

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Flood Updates  
Agenda: Agenda Item "P"

Gina, Vera, and Crystal will provide the Board with an update on the July flooding and subsequent events, including but not limited to:

Barton Memorial Building  
FEMA  
Wastewater plant update  
Highways

**Proposed Motion:** None.

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: October 9, 2023  
Subject: Management/Staff Reports; Upcoming Items  
Agenda: **Item “Q”**

**Personnel:**

- Advertisement for the Chief Wastewater Operator position began 09/15/2023
- Advertisement for DPW Utility Worker position began 09/27/2023

**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 installed the new server and despite a little downtime during installation, everything is operating as it should.

*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 has been completed, approved by the Board and filed with NVDA.

**Highway Department**

Current Projects:

- Pageant Park Road Ditching/Culvert Issue – Complete, using Municipal Grant in Aid Funding (deadline extended to 09/30/2024 due to flood)
- Eastern Ave/Route 16
- Flooding – Duck Pond Road, Vigario Lane, Pleasant Lane
- Plowing Contracts – VTrans contract ready for signature, interlocal agreement is ready and awaiting Selectboard approval
- 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 was sent
  - Barton Academy has moved their soccer goals from the ballfield to the fairgrounds and will proceed to hold games and practices there

### **Wastewater Department**

#### Pending Projects:

- Follow-up on Sewer Ordinance Violations has begun – most have cooperated
- Wastewater Infrastructure Improvements
  - Aldrich & Elliot – Agreement Approved June 12. Michael Mainer to schedule first check-in mid-October, 2023
  - Vt Dept of Environmental Conservation State Revolving Loan Programs funding application completed and approved June 12, loan documents received 10/04/2023
- Vt Department of Environmental Conservation Inspection Report Response
  - Initial response provided by Tim
- Insurance/FEMA recovery for flood damage
- Glover Agreement – asked Aldrich & Elliott to research in tandem with the Village’s rates, Mike Mainer on vacation until 10/09/2023 and will look at it then
- Review Current Wastewater User Fees – see above
- Notice of Alleged Violation letter from ANR received 10/02/2023

### **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 11<sup>th</sup>

- VPPSA/staff responded to two rounds of discovery questions from Vermont Public Service Department
- VPSPA to file Rebuttal Testimony August 11th

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 22<sup>nd</sup>
- Site Investigation provided by VHB 01/26/2022
- Supplemental Investigation Work Plan provided by VHB 07/12/2022
- First testing occurred on May 25<sup>th</sup> and 26th, Additional testing approx. June 8<sup>th</sup>, reports expected late summer
- Contract balance - \$75k (not expended)
- Project Update expected 07/24/2023

AMI – VPPSA Project – determine participation

**Misc Items:**

- Furnace Replacement –Nadeau’s completed 08/30/2023
- Website – many blank pages. What do we envision for use?
- Audit – RFP went out on July 17th with responses due August 30<sup>th</sup>. Only one response, accepted by BOT 09/25/2023