

Barton Village, Inc.
Regular Trustees Meeting

Monday, December 11, 2023

Executive Session 6:00pm

Open Session 7:00pm

Barton Village Memorial Hall

Agenda

A. Call to Order

EXECUTIVE SESSION ITEMS:

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

C. Executive Session - Personnel: 1 V.S.A. § 313 (a)(3)

D. Changes to the Agenda/Additions or Deletions

E. Privilege of the Floor

ACTION ITEMS:

F. Minutes from Regular Board of Trustees Meeting November 27, 2023

G. Minutes from Joint Board Meeting w/Barton Village, Orleans, and Town of Barton 11/29/2023

H. Bills and Warrants

I. Northeast Kingdom Organizing (NEKO) Update and Grant Application

J. Barton Area Senior Services, Inc. (BASSI) Update and BMB Hall Lease Agreement

K. FEMA Hazard Mitigation Grant Program for Property Buyout

L. Property Lien/Lien Discharge

DISCUSSION ITEMS:

M. Wastewater Operations Update

N. Salt/Sand Shed Update | Truck Update | Flood Update

O. Management/Staff Report

OTHER ITEMS:

P. Other Business

Q. Adjourn

Upcoming Meetings:

Regular Board Meeting: December 18, 2023

Regular Board Meeting: January 8, 2024

Barton Village, Inc.
Regular Trustees Meeting

Monday, November 27, 2023

6:00pm

Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Marilyn Prue (Trustee), Business Manager (Vera LaPorte), Crystal Currier (via conference call)

Agenda

- A. **Call to Order** – Gina Lyon called the meeting to order at 6:09pm.
- B. **Changes to the Agenda/Additions or Deletions** – Approval of Bills and Warrants added as Action Item G1.
- C. **Privilege of the Floor** – None.

ACTION ITEMS:

- D. **Minutes from Regular Board of Trustees Meeting November 13, 2023** – After review, Gina Lyon made a motion to approve the minutes as presented. Marilyn Prue seconded. All approved.
- E. **Use of ARPA Funds/Reserves** – Crystal Currier provided a summary/update of the remaining ARPA funds (\$44,876.79). She suggested that the previously committed amount of \$14,815.00 to two water plant projects (electric service upgrade/mechanical seals upgrade) could be used toward the new BMB furnace as the projects will not be completed in CY 2023 and can be budgeted for CY 2024. After discussion, Gina Lyon made a motion to use the remaining ARPA funds of \$44,876.79, as well as \$15,271.27 from BMB R&R and \$20,000.00 from Capital Reserves to pay Nadeau’s Plumbing & Heating for the new BMB furnace (\$80,148.06 total). Marilyn Prue seconded. All approved.
- F. **Property Liens for Water/Sewer/Electric** – Vera LaPorte presented the Board with additional water/sewer/electric accounts subject to lien. Most of the accounts had been previously turned over to the Tax Collector Shelia Martin for collection, but no liens were filed. After review, Gina Lyon made a motion to approve the liens as presented. Marilyn Prue seconded. All approved.
- G. **Financial Reports for period ending 10/31/2023** – Crystal Currier presented the Board with the financial reports for period ending 10/31/2023. After review, Gina Lyon made a motion to approve the reports as presented. Marilyn Prue seconded. All approved.
 - 1. **Approval of Bills and Warrants** – After review, Marilyn Prue made a motion to approve the bills and warrants as presented. Gina Lyon seconded. All approved.

DISCUSSION ITEMS:

- H. **Wastewater Operations Update** – The Operation Management and Emergency Response Plan (OMERP) required by the State has been submitted. A copy will be kept on hand at the WWTF for easy access. Vera LaPorte reported that the new sewer ordinance is approximately 80%

complete and is expected to be finished by the end of the year. The facility continues to operate satisfactorily and all testing/reporting is conducted on schedule.

- I. **Salt/Sand Shed Update** – The temporary salt/sand shed is complete and the existing salt stored at the High Street location has been moved. Vera LaPorte/Crystal Carrier will submit the USDA application for the permanent shed this week.
- J. **Flood Updates** – FEMA has filed on the Village’s behalf for several completed projects and Vera LaPorte continues to work on the remaining projects. The deadline is 01/14/2024.
- K. **Management/Staff Report** – A running list of closed and updated items can be located on the Village website 11/27/2023 agenda. Garrett Heath has been hired for the DPW Utility Worker position. The electric rate increase of 10.82% and Integrated Resource Plan (IRP) were approved by the PUC on 11/16/2023.

OTHER ITEMS:

- L. **Other Business** – None.

EXECUTIVE SESSION ITEMS:

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

Gina Lyon made a motion to enter executive session at 7:16pm 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). Marilyn Prue seconded. All approved.

The Board came out of executive session at 8:15pm.

No action was taken.

- O. **Adjourn** – Meeting adjourned at 8:15pm.

Upcoming Meetings:

Special Joint Board of Trustees and Town Selectboard Meeting: November 29, 2023 in Orleans

Regular Board Meeting: December 11, 2023

Regular Board Meeting: December 18, 2023

Regina Lyon, Board of Trustees Chair

Barton Village, Inc.
Orleans Village, Inc.
Town of Barton
Special Joint Board of Trustees and Select Board Meeting

Wednesday, November 29, 2023
6:00 pm
Mack Building
20 Church Street, Orleans, Vermont

Attendance: John Morley, III, Eric Lanou, Don Coburn, Marilyn Prue, Gina Lyon, Dee McDowell,
Jeff Cota, Ryan Racine, Vera Laporte, Joanne Racine, and Ed Barber

Agenda

- A. Call to Order: John Morley, III called the meeting to order at 6:05 PM
- B. Changes to the Agenda/Additions or Deletions: None.

DISCUSSION ITEMS:

- C. Local Law Enforcement Protection: The intent of this meeting was to discuss if and how each municipality would like to proceed with police protection for the Town, Villages and their communities, and how it would be budgeted/expensed. There was discussion around how this was previously handled in the past, with Barton Town holding the contract with, as well as budgeting the expense of, the Orleans County Sherriff Department. Each Municipality agreed they wanted to proceed with having police protection with the Orleans County Sherriff Department and that the Town Board was going to take this information to the Town Clerk to see how it could be budgeted through them and expensed/taxed to the Villages, as it had in the past. Gina Lyon will contact Sherriff Harlow to see what their availability would be as far as hours, and their hourly rate, to be able to proceed with the one contract with the Town of Barton to include coverage for the Town and the two Villages. Once this information is received, Gina will let Jeff Cota, John Morley, III, and Kristin Atwood know so that Kristin can then schedule a meeting with the board members and Sherriff Harlow to further discuss.

OTHER ITEMS:

- D. Other Business: None.
- E. Adjourn: John Morley, III made the motion to adjourn the meeting, and Gina Lyon seconded. All were in favor and the meeting was adjourned at 6:37 pm.

Date of Next Regular Barton Trustee Board Meeting: December 11, 2023 at 6pm

Regina Lyon, Board of Trustees Chair

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

Memorandum

To: Barton Village Board of Trustees
From: Vera LaPorte
Date: December 11, 2023
Subject: Northeast Kingdom Organizing (NEKO) Update and Grant Application
Agenda: Agenda Item "I"

Meghan Weyland from Northeast Kingdom Organizing (NEKO) will provide the Board with an update on the organization's activities and collaborations within the Barton area and present the Board with information regarding a grant opportunity through the Leahy Institute for Rural Partnerships at UVM to support and expand these activities.

Main goals:

- To continue the cooperative use of the Barton Memorial Building as an essential community hub and meal site;
- To move people and food by creating a transportation route that connects them to meal sites, food pantries, activities, groceries, clinics, and pharmacies 4 days a week;
- To improve the mental/physical health and social isolation of Barton's aging population (30% are 60+) by connecting people to one another through food;
- To improve local nutrition and food access.

NEKO intends to apply for the maximum grant award of \$300,000 and would like a letter of support from the Board of Trustees to bolster their application. More information on the grant can be found at <https://www.uvm.edu/ruralpartnerships/grants>

Attached to this memorandum is NEKO's proposed budget for the use of the grant.

Proposed Motion: Motion to endorse NEKO's grant application through the Leahy Institute for Rural Partnerships with a letter of support.

EXPENSES	2023	2024	TWO-YEAR TOTALS	NOTES
TRANSPORTATION				
Reasonably used Van	\$40,000.00		\$40,000.00	
Driver(s) - 24 hrs a week / 6 hours a day / \$20 / hr	\$25,000.00	\$25,000.00		
RCT/Butler's Contract for Specialized Rides	\$15,000.00	(does this share with 2023?)		
Registration	\$140.00	\$140.00		
Insurance	\$2,000.00	\$2,000.00		
Maintenance	\$5,000.00	(does this share with 2023?)		
Driver Training & Certification	\$300.00			
Storage	\$1,000.00	\$1,000.00		
Gas	\$5,000.00	\$5,000.00	\$10,000.00	
TOTAL	\$93,440.00	\$33,140.00	\$126,580.00	
ACTIVITIES + COMMUNITY ENGAGEMENT				
Accessibility: childcare, gas cards	\$5,000.00	\$5,000.00	\$10,000.00	
Materials (supplies, food)	\$10,000.00	\$10,000.00	\$20,000.00	
Printing and publicity	\$1,000.00	\$1,000.00	\$2,000.00	
TOTAL	\$16,000.00	\$16,000.00	\$32,000.00	
FOOD PANTRY				
Infrastructure updates (build out Barton Memorial Building garage space)	\$60,000.00			
Electricity / rent	\$1,000.00	\$1,000.00		
Shelves	\$1,000.00			
Storage supplies	\$1,000.00			
Freezer + Refridgerator	\$2,000.00			
Fresh produce	\$0.00			in kind donations from BCGG and \$5k matching funds from CAE's Produce to Pantries program
Food startup	\$1,000.00			
TOTAL	\$66,000.00	\$0.00	\$66,000.00	
MEAL SITE				
Rent (\$50 / day)	\$7,800.00	\$7,800.00		
Food costs	\$10,000.00	\$10,000.00		Matching funds / supports
Electricity/Gas/etc	\$1,000.00	\$1,000.00		Matching funds / supports
Stipends for existing staff + volunteer / basic living wage	\$20,000.00	\$20,000.00		
TOTAL	\$31,000.00	\$31,000.00	\$0.00	
STAFF				
Barton hub staff (40 hrs / wk @ \$22 / hr)	\$45,760.00	\$0.00		
NEKO Staff (10 hrs/wk @ \$26/hr)	\$13,500.00	\$0.00	\$13,500.00	In kind support from CAE Food Sovereignty Organizer
CAE Staff (10 hrs/wk @ \$26/hr)	\$13,500.00	\$0.00		
Subtotal	\$59,260.00	\$0.00	\$59,260.00	
10% Fringe benefits	\$5,926.00	\$0.00	\$5,926.00	
TOTAL	\$65,186.00	\$0.00	\$65,186.00	
SUBCONTRACTORS				
Construction	\$15,000.00	\$0.00		
Accountant (990 filing)	\$1,000.00	\$1,000.00	\$2,000.00	
Bookkeeper (invoicing, payroll) (2 hrs/week @ \$30/hr)	\$3,120.00	\$3,120.00	\$6,240.00	
TOTAL	\$19,120.00	\$4,120.00	\$23,240.00	
		\$6,000.00	\$6,000.00	
Mileage/ground transport (\$0.655/mile)	\$2,000.00	\$2,000.00	\$4,000.00	

	Lodging/amenities	\$2,000.00	\$2,000.00	\$4,000.00	
	Immigration/registration fees	\$4,500.00	\$4,500.00	\$9,000.00	
	Interpretation	\$2,500.00	\$2,500.00	\$5,000.00	Majority of interpreting performed by collective members and allies
	TOTAL	\$11,000.00	\$17,000.00	\$28,000.00	
OVERHEAD					
	Rent	\$1,500.00	\$0.00		
	Web & tech support	\$1,000.00	\$1,000.00	\$2,000.00	
	Subscriptions (software, credit card fees, etc.)	\$500.00	\$500.00	\$1,000.00	
	TOTAL	\$3,000.00	\$1,500.00	\$4,500.00	
	Subtotal	\$273,746.00	\$71,760.00	\$345,506.00	
	Fiscal Sponsorship @ 4%	\$10,949.84	\$2,870.40	\$13,820.24	
	TOTAL	\$284,695.84	\$74,630.40	\$359,326.24	

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

Memorandum

To: Barton Village Board of Trustees
From: Vera LaPorte
Date: December 11, 2023
Subject: Barton Area Senior Services, Inc. (BASSI) Update and BMB Hall Lease Agreement
Agenda: Agenda Item "J"

Patsy Tompkins from Barton Area Senior Services, Inc. (BASSI) will provide the Board with an update on the organization's activities within the Barton area and request a lease agreement for usage of the Barton Memorial Building Hall and kitchen.

Included with this memorandum is the previous lease agreement between BASSI and BVI from 12/01/2017 to 12/31/2022 for reference.

Proposed Motion: Motion to approve the BMB Hall lease agreement between BASSI and Barton Village, Inc.

LEASE AGREEMENT BETWEEN BASSI & BVI

I. **The Parties** – This lease agreement is between Barton Village Inc. (BVI), a Vermont municipality (hereinafter known as “Landlord”), and Barton Area Senior Services Inc. (BASSI) (hereinafter referred to as “Tenant”), a charitable Vermont non-profit public benefit corporation based in Barton Vermont, organized and operated exclusively for exempt purposes with tax exempt status under IRC Section 501(c)(3).

II. **Premises** – The space/property being leased shall be described as approximately 2160 Square Feet (SF) in the ground floor “Hall” and Kitchen areas of the Barton Memorial Building, including furnishings, fixtures, appliances, kitchen and other equipment, locking storage, and private office space, hereinafter referred to as the “Premises”.

In consideration of Landlord’s leasing of the Premises to Tenant, Tenant’s leasing from Landlord of the Premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

III. **Term** – The initial term of the lease shall be five years and one month **beginning on the 1st day of December, 2017 and ending on the 31st day of December, 2022.**

IV. **Early Termination** - The tenant has the option to terminate the lease without penalty, with at least 60 days written notice to Landlord. Landlord has the option to terminate lease without penalty with at least 180 days notice.

V. **Rent** – Except as otherwise provided in Section IX below, rent shall remain fixed during the first 13 months of of the lease in the amount of one hundred sixty five Dollars **(\$165.00) per month, and shall be paid in arrears by the 5th of every following month. Following the initial 13 months, rent will increase to** ~~\$ _____ per month~~ **to adequately reflect the actual cost of utilities for operating a meal site kitchen. The landlord and tenant will agree to a revised rent no later than September 31st, 2018 for the period beginning January 1, 2019. Any adjustment will be considered an addendum to the contract.**

VI. **Common Areas and Use** – Tenant may use common areas and equipment, including without limitation, all parking spaces, kitchen, restrooms, storage areas, entrances, and trash area(s). Tenant will ensure that 1 refrigerator will be available for community use.

VII. **Improvements During Lease Term** - Tenant, with written approval of Landlord that may not be unreasonably withheld, shall be able to make improvements to the Premises.

VIII. **Use** –Tenant will have exclusive access to locked storage and private office spaces. Tenant will also occupy the Hall, Kitchen and common areas on Tuesdays and Thursdays for purposes of serving congregate meals and offering social and other activities for Barton Area Seniors. Access at other times for special programs or events will be arranged separately, subject to availability, under the BVI Facility Rental Policy (Exhibit A).

IX. **Utilities and Other Expenses** – Landlord pays electric, water/sewer, rubbish removal, and cleaning expenses; Tenant may have internet/Wi-Fi, telephone, and cable at its own expense. Landlord reserves the rights to adjust rent based on increases in utility costs. Landlord will provide tenant 120 days’ notice for cost increase.

X. **Landlord’s Representations** – At the time of lease signing, the Premises shall be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any

Tenant: MAR Landlord: AB JK November 3, 2017

LEASE AGREEMENT BETWEEN BASSI & BVI

governmental authority concerning removal of any toxic or hazardous substances from the property.

XI. Landlord's Responsibilities –

- a. **Americans with Disabilities Act (ADA):** All businesses that are open to the public or employ 15 or more people require that the Premises be accessible by persons with disabilities. In the event that the Premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of Landlord.
- b. Landlord shall maintain and make any and all necessary repairs to building, including the roof, structural components, exterior walls, interior common walls, plumbing, electrical, heating, ventilating, and air-conditioning systems.
- c. Landlord will regularly clean and maintain (including snow removal) parking areas, yards, common areas, bathrooms, and exterior of the building and remove all litter so that the Premises will be kept in an attractive condition. Tenant will be required to maintain walkways leading to the Hall on days of occupancy. It is expected that BVI staff will be plowing or snow blowing streets and sidewalks throughout the community and will only assist when available. BVI will provide shovels and a barrel of salt and sand for facility use.
- d. Landlord will schedule use of the Premises for times other than the two days referenced here for BASSI use. Landlord will enforce the BVI Facility Rental Policy (Exhibit A) and monitor other organizations and individuals who use the facilities, requiring cleaning, repairs and replacement of kitchen and other equipment by all users.
- e. The BVI Facility Rental Policy (Exhibit A) will also require that all users of the Hall and Kitchen areas provide all of their own paper and food supplies, including staples.

XII. Tenant's Responsibility –

- a. Tenant shall leave the Premises clean and well maintained at all times after its use. Tenant will be collaborative with other community organizations seeking access to the space.
- b. Tenant will abide by and conduct its affairs in accordance with BVI Facility Rental Policy (Exhibit A) and all laws, rules, regulations, and ordinances, including those relating to smoking, alcohol consumption and noise.
- c. Tenant shall not engage in or allow any illegal activity to occur on the Premises. Liquor may NOT be sold at ANY BVI facility.
- d. Tenant shall be expected to maintain walkways entering the hall the days that BASSI operates an event. If BVI shovels or salt/sand is not available, BASSI shall immediately notify BVI staff to replenish the facility materials.

XIII. Insurance - Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public liability insurance that includes the Landlord as an insured party for personal injury. Tenant shall provide a certificate of insurance, evidencing comprehensive general liability insurance coverage in effect with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

XIV. Subletting –Tenant does not have the right to sublet the Premises.

XV. Damage to the Premises – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days. No rent will be paid during the period when Tenant is not able to be open due to damage to the Premises.

XVI. Default – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the

Tenant: *[Signature]* Landlord: *[Signature]* November 3, 2017

LEASE AGREEMENT BETWEEN BASSI & BVI

right to take legal action.

- XVII. Holding Over** – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or “Tenancy at Will,” basis unless the Landlord gives notice for the Tenant to vacate.
- XVIII. Disagreements During the Lease Period** – If a disagreement arises during the lease period, the following actions may take place:
- a. **Mediation with Possible Arbitration or Litigation** – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator. It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1st) meeting to reach a compromise before going to the arbitrator or commencing litigation. If arbitration is selected, the arbitrator selected will be a third (3rd) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.

Landlord shall not have to attend mediation or arbitration proceedings unless Tenant is current with rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

- XIX. Additional Agreements** – BASSI access to the Premises at times other than the two days referenced here will be scheduled through the BVI office, subject to availability and in deference to the priority of use as an emergency Shelter.
- XX. Entire Lease Agreement** – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.
- XXI. Successors and Assignees** – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement. The tenant shall annually provide an updated contact sheet.
- XXII. Notices** – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:
- Landlord:** Trustees, Barton Village Inc.
PO Box 519
Barton Vermont 05822
- Tenant:** President, Barton Area Senior Services Inc.
PO Box 133
Barton Vermont 05822
- XXIII. Governing Law** – This lease agreement will be governed by and construed in accordance with the laws in the State of Vermont.
- XXIV. Counterparts and Modifications** - The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- XXV. Waiver** - If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

Tenant: YNSP Landlord: AB PK November 3, 2017

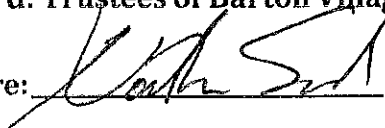
LEASE AGREEMENT BETWEEN BASSI & BVI

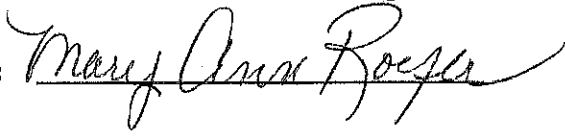
XXVI. Severability - If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Signatures

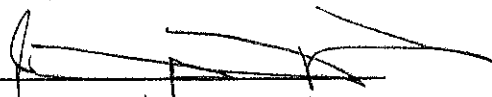
Landlord: Trustees of Barton Village Inc.

Tenant: Barton Area Senior Services Inc.

Signature: 

Signature: 

PRINT Name: NATHAN SICARD

Signature: 

PRINT Name: MARY ANN ROYER

PRINT Name: Justin Barton (Cip/ik)

Title: Vice President - BASSI

Date: 12/11/17

Date: 12-12-17

Tenant:  Landlord: 

November 3, 2017

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

Memorandum

To: Barton Village Board of Trustees
From: Vera LaPorte
Date: December 11, 2023
Subject: FEMA Hazard Mitigation Grant Program for Property Buyout
Agenda: Agenda Item "K"

As the Board is aware, the State of Vermont has approached Barton Village on behalf of a Village resident wishing to participate in FEMA's Hazard Mitigation Grant Program. The purpose of this program is to buy flood-prone properties and demolish the structures on them to create "green space" that can mitigate floodwaters in future flooding events. The properties will be purchased at full market value, ultimately paid for by FEMA's Hazard Mitigation Grant Program (75%) and VT State's Flood Resilient Communities Fund (25%).

At the Regular Trustees Meeting on 11/13/2023, the Board discussed the impact of participating in this program, chiefly the Village, as the grant sponsor, shouldering the burden of the work and expense required for the process, as well as loss of tax and utility revenues.

Since this discussion, however, the State has implemented a program through Vermont Emergency Management (VEM) that would remove much of the administrative and financial burden from participating municipalities by acting as a sub-applicant for acquisition and demolition projects under FEMA's Hazard Mitigation Grant Program. The Village's responsibilities would be mostly restricted to coordinating with the homeowner and VEM, attending project meetings/closings, and providing reports to VEM as requested (see included Memorandum of Agreement from VEM).

The Village would maintain and utilize the property as open green space in perpetuity and would be required to submit documentation to VEM every three years to that effect.

Proposed Motion: Motion to approve participation in FEMA's Hazard Mitigation Grant Program through Vermont Emergency Management to acquire and demolish flood-prone homes and create green space at homeowners' request.

MEMORANDUM OF AGREEMENT – Expedited Buyout Program

Vermont Emergency Management acting as sub-applicant for acquisition and demolition projects under DR-4720

Vermont Emergency Management (VEM) is implementing a voluntary program for acquisition and demolition applications under the DR-4720 (July Storm) round of the Hazard Mitigation Grant Program (HMGP) where VEM will act as sub-applicant on behalf of municipalities. This optional approach benefits municipalities by allowing VEM to take on the bulk of the administrative burden in managing a sub-grant while still transferring the property to the municipality at closing. VEM will manage and pay for contract work related to the awarded sub-grant and assist the municipality in completing all the work awarded under each sub-award.

The acquisition and demolition program is voluntary for both the property owner as well as the municipality. If the municipality is not interested in having VEM act as the sub-applicant, they are welcome to apply to VEM on their own behalf.

What does this mean for a municipality if you take advantage of VEM as the sub-applicant for acquisition and demolition projects?

When VEM is awarded an HMGP sub-grant for an acquisition and demolition project where VEM is acting as the sub-grantee, VEM will promptly begin the work required to meet the Scope of Work (SOW) of the sub-grant. VEM will obtain the contractors, oversee all project work, pay all invoices, and close out the project on the municipality's behalf. VEM will work with each municipality so they are informed and have predictability when work will be completed on properties within their community. Since VEM will be managing the contracts, municipalities will not need to budget money to pay contractors and wait for reimbursements. VEM will be responsible for all project management.

What is required of the municipality to take advantage of this program?

All that is required of the municipality is to agree to the terms outlined below. All relevant parcels will be transferred to the municipality upon closing of the property and will include a deed restriction requiring that the property be maintained as green open space in perpetuity.

This Memorandum of Agreement (“MOA” of “Agreement”) is made on this date _____, by and between _____ (“the Municipality”) and Vermont Emergency Management (“VEM”).

NOW, THEREFORE, VEM and the Municipality do mutually agree as follows:

(1) SCOPE OF WORK

VEM will serve as sub-applicant, applying to the Federal Emergency Management Agency (FEMA) for an acquisition and demolition sub-grant. The sub-application will be for properties within the Municipality that property owners are voluntarily seeking to sell through this process. The Municipality agrees to take possession of and maintain such properties as open green space in perpetuity.

If the project is awarded by FEMA, VEM and the Municipality shall implement the Hazard Mitigation Grant Program (HMGP) project as described in the project application.

(2) CONDITIONS

The Municipality shall:

- 1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the home to conduct work or attending meetings regarding contract work).
- 2) Coordinate with VEM, as well as with contractors and homeowners as needed and as prompted by VEM.
- 3) The Municipality shall take part in all pre-construction, pre-project and project update meetings with the contractor and VEM to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their Selectboard and homeowners participating in the project.
- 4) VEM may require additional reports as needed. The Municipality shall, as soon as possible, provide any additional reports or documentation requested by VEM. The VEM contact will be the Vermont Emergency Management Hazard Mitigation Grants Manager or State Hazard Mitigation Planner.
- 5) The Municipality shall be present at all closings in order to take title and possession of the properties acquired. The Municipality can convey any interest in the property only if the FEMA Region 1 Administrator, through VEM, gives prior written approval of the transferee. The transferee must be another public entity or a qualified conservation organization.
- 6) The Municipality shall maintain and utilize the properties as open space in perpetuity in accordance with the FEMA Model Statement of Assurances for Property Acquisition Projects and the Maintenance Agreement submitted with the application. The Municipality shall ensure compliance with the Deed Restrictions are recorded for all properties acquired.

7) The Municipality shall submit required documentation to VEM every three years to ensure that the property has been maintained as required by Hazard Mitigation Assistance (HMA) Guidance.

VEM shall:

- 1) Provide oversight of all contract work and be the initial point of contact for the Municipality to get answers to questions on behalf of homeowners.
- 2) VEM's Hazard Mitigation Team will be available to meet with the Municipality if any questions about the project arise.
- 3) VEM will coordinate contracts related to this project, review invoices incurred, and review and approve eligible expenses against project.
- 4) VEM will set up a **Project Kick-Off** meeting with the Municipality to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between VEM, the Municipality, and contractors.
- 5) VEM will ensure that all work completed is aligned with the approved scope of work and current Hazard Mitigation Assistance (HMA) Guidance.
- 6) VEM will conduct monitoring every three years to ensure that the property has been maintained as required by Hazard Mitigation Assistance (HMA) Guidance.

Print Municipality Authorized Agent Name and Title

Municipality Authorized Agent Signature Date Signed

Stephanie Smith, State Hazard Mitigation Officer
VEM Authorized Agent Name and Title

VEM Authorized Agent Signature Date Signed

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

Memorandum

To: Barton Village Board of Trustees
From: Vera LaPorte
Date: December 11, 2023
Subject: Property Lien/Lien Discharge
Agenda: Agenda Item "L"

Seasonal property 500 Lake Street in Barton has consumed an unusually high amount of electricity for Q3 (\$3,395.02) and is on track with similar usage for Q4. The meter has been tested and proven to be working properly, but the customer refuses to pay. The customer has been offered assistance in finding a qualified electrician as well a payment plan for the delinquent amount, but has yet to reply. It may be prudent to file a lien on the property to protect the utility's interest.

On 12/13/2022 a lien was placed on 1255 Schoolhouse Road in Brownington for unpaid electric services of \$4,974.47. The property has recently been sold and Barton Village has been paid in full. The new owner has requested a lien discharge.

Proposed Motion: Motion to approve filing a lien on 500 Lake Street in Barton, as well as filing a lien discharge for 1255 Schoolhouse Road in Brownington.

**BARTON VILLAGE, INC.
LIEN FOR MUNICIPAL ELECTRIC SERVICES**

KNOW ALL PERSONS that Barton Village, Inc., owner and operator of a duly organized Municipal Electric Department, acting by and through a majority of its Trustees, by the filing of this document, imposes a lien, in the amount of \$3,395.02, upon premises, in Barton, Vermont described as and owned by:

Jasbir Ghuman – 500 Lake Street, Barton, VT 05822

This lien imposed for the following services rendered to the above described property

Amount due for Electric services

PURSUANT TO Section of the Charter of the Village of Barton, as amended by Municipal Act No., Laws of Vermont 1939, and such lien:

“...shall be a lien in the nature of a tax upon any real estate so supplied with the same, wherever located,... and may be collected in the same manner as any tax assessed by said Village.”

FURTHER, PURSANT TO 32 V>S>A. #5061, such lien, as a lien in the nature of a municipal tax,

“...shall be a first lien thereon, underlying all mortgages, attachments, liens, or other encumbrances thereon...”

Dated on December 11th, 2023 at Barton, Vermont.

BARTON VILLAGE TRUSTEES:

Regina Lyon

Marilyn Prue

Ellis Merchant

**BARTON VILLAGE, INC.
DISCHARGE OF LIEN FOR MUNICIPAL ELECTRIC SERVICES**

Brownington Town Clerk
622 Schoolhouse Road
Brownington, VT 05860

To whom this may concern:

KNOW ALL PERSONS that Barton Village, Inc. of Barton, Vermont being holder of Liens against Diane Collier, property owner of 1255 Schoolhouse Road in Brownington, Vermont Recorded in Book 66 Page 530 of Lien Records hereby Discharge said lien pursuant to Act 295, Section 2 of By-Laws of Barton Village, Inc.

Dated on December 11th, 2023 at Barton, Vermont.

BARTON VILLAGE TRUSTEES:

Regina Lyon

Marilyn Prue

Ellis Merchant

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

Memorandum

To: Barton Village Board of Trustees
From: Vera LaPorte
Date: December 11, 2023
Subject: Wastewater Operations Update
Agenda: Agenda Item "M"

On 12/07/2023 the pump station at Pageant Park suffered a failure when both the main and backup pumps became clogged with "flushable" sanitary wipes. Both pumps are nearing the end of their natural five-year lifespan and will possibly need replacing in CY 2024. Phil Laramie with Laramie Water Resources will provide the Village with a quote for this replacement. In the meantime, a flyer will be included with future water/sewer invoices urging users to dispose of these sanitary wipes properly.

Other than that, the WWTF continues to operate adequately and all testing/reporting is being conducted on schedule.

The first draft of the updated Sewer Use Ordinance for Barton Village is complete and ready for review in two parts:

PART 1: Sewer Use Ordinance for Barton Village

- Addition of new Article regarding Ownership and many definitions;
- Articles IV and V are essentially unchanged since they specifically reference the Village's local application and connection requirements;
- Article VI has been completely replaced with updated language, requirements, and conditions including high-strength wastes, pollution prevention, and strengthened fats, oils, and greases (FOG) requirements;
- Article VII has been completely replaced with updated language;
- Article VIII has been updated though a significant amount of original Ordinance language remains (other language has been added to reflect currently used language and conditions);
- Article IX contains the same requirements as Article VI in the current Ordinance and simply moved to a new location;

- Article X has been restructured but still contains the language from the current Ordinance since it references the Village’s local requirements and procedures.

The use of *italics* in the draft Sewer Use Ordinance is to denote significant changes and/or new and updated language.

PART 2: Wastewater Surcharge Procedure for High Strength Waters and Wastes from Industrial and Commercial Discharges

- Will provide the Village with a defined mechanism to recoup costs from high strength dischargers that cause additional operational costs at the WWTF that are above the costs of treating normal domestic sewage, such as dairies, breweries, cideries, distilleries, wineries, and specialty foods producers;
- Some “example values” in the Procedure will need to be discussed by the Village before finalization, specifically the amount of Biochemical Oxygen Demand (BOD) that will trigger the Procedure and types of pollutants/cost breakdowns applied to the discharge for reimbursement (these items are highlighted in red).

Proposed Motion: None.

**SEWER USE ORDINANCE
FOR
THE VILLAGE OF BARTON, VERMONT**

Adopted XXXX 2024

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Residential or Commercial Building Sewer Application
Industrial Sewer Connection Application
Private Waste Disposal Application

**SEWER USE ORDINANCE
VILLAGE OF BARTON**

**AN ORDINANCE REGULATING:
THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS
THE INSTALLATION AND CONNECTION OF BUILDING SEWERS
THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SEWER SYSTEM(S) and
PENALTIES FOR VIOLATIONS THEREOF
IN BARTON VILLAGE, INC., COUNTY OF ORLEANS, STATE OF VERMONT.**

Be it ordained and enacted by the Trustees of Barton Village, Inc., a municipality duly incorporated under the laws of the State of Vermont, and situated in the County of Orleans, state of Vermont, as follows:

**ARTICLE I:
OWNERSHIP, PURPOSE, AND AUTHORITY**

1. Ownership

The Village of Barton owns and operates a wastewater treatment plant (Plant) and a wastewater collection system (collection system) as defined in 24 V.S.A., Section 3501(6) and 3601. The Plant has a permitted capacity and is operated in accord with Discharge Permit No. 3-1202 issued by the Agency of Natural Resources under authority granted in 10 V.S.A., Chapter 47 and the Clean Water Act. The sewage disposal commissioners (Commissioners) are obligated by law to comply with conditions of that permit, and to operate and manage the Plant and sewers as governmental functions under and pursuant to 24 V.S.A., Chapters 97 and 101.

2. Purpose and Authority

This Ordinance, which regulates the use of public and private sewers and drains, the installation and connection of building sewers and sewer collection systems, the discharge of waters and wastes into the public sewer system, and provides penalties for violations and non-compliance thereof, is adopted by the Village of Barton pursuant to the authority set forth in 24 V.S.A. § 617 and Chapter 59 of Title 24, V.S.A. It shall be a civil ordinance per 24 V.S.A. § 1971 (b).

This Ordinance is further intended to:

- A. Protect the health and safety of the public, Village employees, waters of the State, the environment, and to ensure compliance with Discharge Permit No. 3-1202 and 40 CFR Part 403;*
- B. Establish requirements to protect and ensure the proper operation of the collection system including but not limited to requirements for the construction, installation, connection, and maintenance of sewers discharging into the wastewater collection system;*
- C. Establish requirements to protect and ensure the proper operation of the Plant, including but not limited to prohibiting, restricting, or controlling the discharge of pollutants into the collection system and/or the Plant;*

- D. Establish requirements that ensure the use of the Plant is sustainable and is maximized;*
- E. Establish procedures to allocate the treatment capacities of the Plant;*
- F. Establish procedures to provide for fees that equitably distribute the cost of operations, maintenance, and improvements at the Plant; and*
- G. Establish procedures and penalties for violations of this Ordinance.*

ARTICLE II

Definitions

Unless the contest specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

- A. "Board of Sewage Disposal Commissioners" (Sometimes termed Commissioners) shall mean the Trustees of the Incorporated Village of Barton, Vermont.*
- B "BOD or BOD5 (Biochemical Oxygen Demand)" shall be the quantity of oxygen utilized in the biochemical oxidation of organic matter in a wastewater sample determined by the five-day BOD test expressed in milligrams per liter (mg/L) as specified in the current edition of "Standard Methods for the Examination of Water and Wastewater" SM 5210B (11)"*
- C. "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.*
- D. "Building Sewer" shall mean that part of the Sewerage System which receives the sewage from the house plumbing system and conveys it to the nearest end of the of the house connection, unless a house connection is not available, whereby the Building Sewer shall be extended to the nearest-available "Y" branch on the main sewer.*
- E. "Collection System" shall mean a sewer or a public piping system that collects and carries wastewater to the Plant. May also be referred to as a 'sanitary sewer'.*
- F. "Combined Sewer" shall mean sewer receiving domestic or residential wastewater and surface runoff, storm water, ground water or any other type of inflow that is piped to the public sanitary sewer.*
- G. "Commercial Wastes or Wastewater" shall mean wastewater generated from business processes, trades, or businesses and is distinct from domestic wastes or wastewater.*
- H. "Contractor" shall mean such person as shall be engaged by a person to connect a building to a public sewer and shall include a person acting in his own behalf.*

I. "Discharge Permit" shall mean the permit issued by the State of Vermont Agency of Natural Resources, Department of Environmental Conservation pursuant to authority granted in 10 V.S.A., Chapter 47 and the Clean Water Act.

J. "Domestic Wastes or Wastewater" shall mean typical wastewater as defined in terms of BOD, pH, total suspended solids, total phosphorus, and total nitrogen from domestic or residential usage and is distinct from commercial or industrial wastes or wastewater.

K. "Fats, Oils and Grease ("FOG")" shall mean both petroleum-based products generated from industrial activities (lubricants, oils and greases) and animal and vegetable-based fats, oils and greases generated from domestic, commercial, institutional or industrial food processing activities or from other processes. Fats, Oils and Grease shall be analyzed by EPA Method 1664A and the results shall be expressed in mg/l.

L. "Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage, and sale of produce.

M. "High Strength Waters & Waste" shall mean any waters or waste being discharged into the collection system that are above domestic wastes strength and require additional treatment and handling at the Plant. See Article VI. Section D.

N. "High Strength Waters or Waste Surcharge" shall mean a fee charged to certain discharges received at the Plant from industrial or commercial processes that are not domestic in nature and require additional treatment and handling at the Plant.

O. "Industrial Wastes" shall mean wastewater from industrial or commercial manufacturing processes, trades, or business and is distinct from domestic wastewater.

P. "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

Q. "Person" shall mean any individual, firm, company, association, society, corporation, or group.

R. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

S. "Properly Shredded Garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.

T. "Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

U. "Sanitary Sewer" shall mean a sewer which carries Domestic Sewage and to which storm, surface, and groundwaters are not intentionally admitted.

V. "Secretary" shall mean the State of Vermont, Secretary of the Agency of Natural Resources or their authorized representatives.

X. "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and stormwaters as may be present.

Y. "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.

Z. "Sewage Works" shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

AA. "Sewer" shall mean a pipe or conduit for carrying sewage.

BB. "Shall" is mandatory; "May" is permissive.

CC. "Slug" shall mean any discharge of water, sewage, or industrial waste which in concentration of any pollutant or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

DD. "Storm Drain" (sometimes termed "Storm Sewer") shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

EE. "Superintendent" shall mean the Superintendent of Sewage Works and/or of Water Pollution Control of the Village of Barton, or his authorized deputy, agent, or representative.

FF. "Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

GG. "Trustees" shall mean the duly elected Commissioners of Trustees which is the governing body of Barton Village, Inc.

HH. "Total Nitrogen" shall mean the total sum of all organic and inorganic forms of nitrogen in a wastewater or water sample. Total nitrogen shall be measured in mg/l as follows: $TN (mg/l) = TKN (mg/l) + NO_x (mg/l)$. TKN is the sum of nitrogen in the forms of ammonia (unionized (NH_3) and ionized (NH_4^+)), soluble organic nitrogen, and particulate organic nitrogen. NO_x are nitrite and nitrate and are oxygenated forms of nitrogen. Testing shall be in accordance with TKN (EPA 351.2, R.2 (1993)) and Nitrate/Nitrite (EPA 300.1).

II. "Total Phosphorus" shall mean the total sum of all forms of phosphorus in a wastewater or water sample including orthophosphate, polyphosphate and organic phosphate. Total phosphorus shall be measured in mg/l. Testing shall be in accordance with EPA 365.1, R.2(1993)

JJ. "Total Suspended Solids" (TSS) shall mean the suspended solids residue after filtering and drying at 103 – 105 degrees Celsius for one hour. TSS is measured in mg/L. Testing shall be in

accordance with Standard Methods Test SM 2540 D-11

KK. "Village" shall mean the incorporated Village of Barton, Vermont as defined by its charter.

LL. "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

ARTICLE III Abbreviations

For the purpose of this ORDINANCE, the following abbreviations shall have the meaning ascribed to them under this ARTICLE. References to standard of the following organizations shall refer to the latest edition of same.

A. ANSI shall mean American National Standards Institute.

B. ASME shall mean American Society of Mechanical Engineers.

C. ASTM shall mean American Society for Testing and Materials.

D. AWWA shall mean American Water Works Association.

E. NPC shall mean national Plumbing Code.

F. CS shall mean Commercial Standards.

G. WPCF shall mean Water Pollution Control Facility.

H. ppm shall mean parts per million.

I. mg/l shall mean milligrams per liter.

J. Degrees F shall mean degrees Fahrenheit.

K. Degrees C shall mean degrees Centigrade.

L. cm. Shall mean centimeter.

M. m. shall mean meter.

N. sq.m. shall mean square meters.

O. l. Shall mean liters.

P. Kg shall mean kilograms.

ARTICLE IV
Mandatory Use of Public Sewers

A. It shall be unlawful for any person to place, deposit, or permit to be placed or deposited, upon public or private property within the Village or in any area under the jurisdiction of said Village, any human excrement, garbage or other objectionable waste.

B. It shall be unlawful to discharge to any natural outlet within the Village, or in any area under the jurisdiction of the Village any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance and the Laws of the State of Vermont.

C. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

D. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the Village and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combine sewer of the Village is hereby required at his expense to install suitable toilet facilities therein and to collect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so, provided that said sewer is within one hundred (100) feet (30.5) meters of the structure to be served, unless undue hardship would result, in which case the property owner should request in writing a deferral of this requirement from the Commissioners of Sewage Disposal Commissioners of Barton Village, Inc.

ARTICLE V
Building Sewers and Connections

A. No unauthorized person shall uncover, make any connections with or opening into use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from a Commissioner.

B. Any person proposing a new discharge into the system or a substantial change in the volume or character of pollutants to an existing discharge into the system shall notify a Commissioner at least forty-five (45) days prior to the proposed change or connection and shall provide all laboratory analyses, technical data, engineering reports and all other information requested by the Commissioners at their expense. No such connection or change in the existing discharge shall be made without first obtaining a written permit from the Commissioners.

C. There shall be two (2) classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial waste. In either case, the owner or his agent shall make application on a special form furnished by the Village. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgement of the Superintendent. A permit and inspection fee of Fifty (\$50.00) dollars for a residential or commercial building sewer permit and Seventy-Five (\$75.00) dollars for an industrial building sewer permit shall be paid to the Village at the time the application is filed. This fee shall be reduced to Twenty-five (\$25.00) dollars in such cases where an adequate building sewer already

exists from the trunk or collector sewer main to the property line.

D. All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Village from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

E. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another or an interior lot and no private sewer is available or can be constructed to the rear of building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

F. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent to meet all requirements of this ordinance.

G. The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Village. In the absence of code provisions or in amplification thereof the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

H. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the sanitary sewer.

I. No person shall make connection of roof down spouts, exterior foundation drains, areaway drains, cellar drains, basement sumps, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer. All such connections which exist shall be disconnected by the owner, at their expense, within (45) days upon receipt of written notification by the Commissioners.

J. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Village or the procedures set forth in appropriate specifications of the ASTM and, the WPCF manual of Practice No. 9. All such connections shall be made gas tight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

K. Prior to any connection to the house connection, "Y" or to the main sewer, the Applicant for the building sewer permit shall give to the Commissioners forty-eight (48) hours notice in order that they may supervise such work. If the Commissioners have not been properly notified they may require the completed work to be uncovered for examination, at the owner's own expense.

L. Clean outs shall be installed where the distance from the building to the main sewer is greater than one hundred (100) feet or where bends greater than forty-five (45) degrees are used in the building sewer. Clean outs shall be made by installing a "Y" and one-eight (1/8) bends of the same diameter as the building sewer. The clean outs shall ordinarily be installed at the point of connection between the building sewer and the outside part of the house plumbing system, at curves on the building sewer

and on the straight part of the house sewer to the main sewer. The clean out shall be brought up from the building sewer to four (4) inches (10.2 cm) below ground level and be properly capped. The locations of all clean outs shall be recorded and turned over to the Commissioners.

M. Before any portion of the existing plumbing system outside of the building is connected to the building sewer, the owner shall prove to the satisfaction of the Commissioners, that it is clean and conforms in every respect to this Ordinance and that all joints are watertight.

N. Where pipe is installed for building sewers, such work shall be performed by a plumber approved by the Commissioners.

O. The Commissioners shall apply appropriate tests to the pipes and the plumber and contractor, at their own expense, shall furnish all necessary tools, labor, material, and assistance for such tests and shall remove or repair any defective materials when so ordered by the Commissioners.

P. All excavations for building sewer installation shall be adequately guarded with barricades and lights to as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Village.

Q. The contractor shall not block any driveway, street, road, or railroad at any time without permission of the Commissioners and other controlling agencies. Every effort shall be made to permit the movement of vehicular traffic at all times. Whenever it becomes necessary to cross or interfere with roads, walks, or drives, whether public or private, the Contractor shall maintain at his own expense, and subject to the approval of the Commissioners, safe bridges or other means of egress.

R. Maintenance of all private sewage facilities including, but not limited to, (1) house plumbing systems, (2) building sewers to the main sewer, (3) house connections, (4) sewers and (5) appurtenances shall be the responsibility of the Owner, at his or her expense. The Owner shall be solely responsible for continually maintaining such facilities in satisfactory operating condition. Maintenance shall include, but not be limited to, (1) maintaining flow, (2) clearing obstructions, (3) maintaining all joints gas and watertight, (4) repair or replace collapsed, deteriorated or defective materials, and (5) all other work which is necessary and essential to maintaining proper operation and preserving the structural integrity and watertightness of the system.

S. The Owner is committed by sewer and any other permits to construct the project/building/development to meet all specifications for which capacity was issued. The building inspector or some authorized person will inspect existing buildings and construction sites from time to time during each construction phase to assure permit specifications are being met. A final inspection shall be made prior to the connection from the building to the main sewer line by the chief plant operator. The Owner may apply for a new sewer permit, however, there is no guarantee capacity will exist or a new sewer permit issued. The sewer permit is an agreement between the Village of Barton (Municipality) and the Owner of the project/building.

T. The Owner who is issued the sewer permit does not own the capacity and forfeits all rights to capacity if preliminary and final permit requirements are not met. The capacity allocation belongs to the Village of Barton (Municipality) and is not transferable until the project/building/development is constructed and connected to the main sewer line.

ARTICLE VI
Use of the Public Sewers

A. Prohibited Discharges

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes into the collection system or the Plant:

- 1. Any waters or wastes which create an atmospheric hazard with oxygen, hydrogen sulfide, carbon monoxide, and lower explosive limit levels below or above OSHA confined space entry acceptable limits, explosion, or fire hazard in the collection system or at wastewater treatment Plant, including but not limited to, pollutants which have a closed cup flashpoint of less than 140°F (60°C).*
- 2. Any waters or wastes containing petroleum oil, gasoline, benzene, naphtha, fuel oil, non-biodegradable cutting oil, or products of mineral oil origin.*
- 3. Any waters or wastes containing toxic or poisonous solids, liquids (such as paint) or gases in sufficient quantity, either singly or by interaction with other wastes that have a reasonable potential to adversely impact the proper operation of the wastewater collection system or the wastewater treatment process, constitute a safety hazard, create a public nuisance, or pass through the Plant without proper treatment.*
- 4. Any waters or wastes containing heat in amounts which will inhibit biological activity which adversely impact the proper operation of the Plant or that causes the influent temperature at the Plant to exceed 104°F (40°C) unless approved by the Village.*
- 5. Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive properties capable of causing damage to structures and equipment in the wastewater collection system, adversely impacting the proper operation of the Plant, or posing a safety risk to Village Staff.*
- 6. Any waters or wastes capable of causing an obstruction to the flow in the collection system or adversely impacting the proper operation of the collection system or the Plant, including but not limited to, ashes, cinders, sand, mud, straw, wood, sawdust, plaster, paint, concrete, metal shavings, glass, rags, feathers, tar, plastics or plastic bags, shredded garbage, whole blood, paunch manure, hair and fleshing, entrails, paper cups, dishes, milk containers either whole or ground by garbage disposals, dental floss, disposable wipes (marketed as “flushable”), plastic applicators, condoms, grains, needles and diapers.*
- 7. Any waters or wastes, including oxygen demanding wastes, discharged at a flow rate and/or at a pollutant concentration which will cause interference or adversely impact the proper operation of the Plant.*
- 8. Any waters or wastes having a concentration of any substance that would interfere with the proper operation of the collection system or the proper operation of the Plant.*
- 9. Any waters or wastes hauled or trucked except as authorized and at discharge points designated by the Village staff.*

10. *Any surface water, storm water runoff or drainage, groundwater from building or foundation drains, roof runoff, and discharges from storm water collection systems.*

B. Discharges of Waters to the Storm Sewer System

1. *Stormwater, naturally occurring groundwater, and other unpolluted drainage may be discharged to storm sewers or to a natural outlet upon written approval from the Village and in conjunction with permits issued by the Vermont Agency of Natural Resources.*

2. *Cooling water, boiler blowdown, treated contaminated groundwater, and byproducts from remediation activities may be discharged to storm sewers or to a natural outlet upon written approval from the Village and in conjunction with permits issued by the Vermont Agency of Natural Resources.*

C. Discharges of Incompatible Substances Potentially Adverse to Treatment Process

No person shall discharge or cause to be discharged the following described waters or wastes if in the opinion of the Village, there is a reasonable potential that these waters or wastes will adversely impact the proper operation of the wastewater collection system, the Plant treatment process and/or equipment, pass through without proper treatment to the receiving water, endanger public property, or constitute a safety hazard or nuisance.

In forming its opinion as to the acceptability of these waters or wastes, the Village shall consider such factors as the concentration of the pollutants and the quantities of the waters and wastes in relation to flow at the Plant, the flow and velocities in the sewers, and the construction of the sewers. The Village shall also consider factors such as the design and operation of the wastewater treatment process, the capacity of the Plant, treatability of wastes, the costs of treating the wastes, sludge generation and costs of managing these wastes at the Plant and such other factors as the Village may deem relevant to its evaluation.

1. *Incompatible Substances include but are not limited to:*

a. *Any liquid or vapor having a temperature higher than 150°F (65°C) and /or any waste that would create an atmospheric hazard as outlined in the OSHA Confined Space Entry Program.*

b. *Any water or waste which may contain more than 100 parts per million, by weight, of fat, oils, wax, or grease, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between 32°F (0°C) and 150°F (65°C).*

c. *Any garbage that has not been properly shredded. The installation and operation of a garbage grinder equipped with a motor of 3/4 Hp (550 watts) or greater and installed by a licensed plumber, shall be subject to the review and approval of the Village staff prior to installation.*

d. *Any chemicals or chemical compounds with the following properties or having similarly objectionable properties: alcohols, arsenic and arsenicals, phenols or cresols, formaldehydes, iodine, manganese, cyanide, heavy metals, metal processing wastes, acidic wastes, mercury and mercurials, silver and silver compounds, sulfonamides, toxic dyes (organic or mineral), zinc, all*

strong oxidizing agents such as chromates, dichromates, permanganates, peroxide and compounds producing hydrogen sulfide, or any other toxic, inflammable or explosive gases, either upon acidification, alkalization, oxidation or reduction, strong reducing agents such as nitrites, sulfides, sulfites, and similar compounds, radioactive materials or isotopes, whether neutralized or not, carcinogenic substances and agents, and surfactants or chemicals that cause a sheen or foaming.

e. Any water or wastes containing excessive solids, iron, heavy metals such as cadmium, chromium, copper, nickel, zinc, etc., or toxic substances.

f. Any waters or wastes containing excessive concentrations of pollutants listed in the Plant's current solid waste certification or sludge management plan or wastes in volumes which can exert an excessive treatment requirement such that the waters or wastes removed into the wastewater sludge would cause an exceedance of the limits necessary for the Plant to comply with terms and conditions of its solid waste certification or sludge management plant.

g. Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established to meet the requirements of State, Federal or other public agencies having jurisdiction for such discharge to the receiving waters.

h. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Village in compliance with applicable State or Federal Regulations.

i. Any waters or wastes containing suspended solids of such character and quantity that requires additional cleaning of the sewer collection system (beyond normal cleaning) and/or unusual treatment, processing, or expense to handle such materials at the Plant.

j. Any noxious or malodorous gas, liquid, or waste capable of creating a public nuisance.

k. Any waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment process or are only treatable to such a degree that the Plant effluent cannot meet the terms and conditions of Discharge Permit No. 3-1202.

l. A toxic pollutant in amounts as defined in the Standards under Section 307(a) of the Clean Water Act.

m. Waters or wastes which contain or cause:

- 1. Unusual concentrations of inert suspended solids or dissolved solids.*
- 2. Excessive discoloration (such as, but not limited to dyes and tanning solutions).*
- 3. Unusual BOD, chemical oxygen demand, or chlorine demand that have a reasonable potential to adversely impact the proper operation of the Plant or cause the effluent limitations of Discharge Permit No. 3-1202 to be exceeded.*
- 4. Unusual volumes of flow or concentrations of wastes constituting "slugs" as defined herein.*

- n. *In reviewing the acceptability of these waters or wastes, the Village may:*
1. *Reject the waters or wastes, or*
 2. *Require pollution prevention and waste management procedures or systems be implemented or constructed to reduce the strength of the waters or wastes to an acceptable pollutant loading prior to discharge to the collection system, or*
 3. *Require pretreatment facilities be constructed to reduce the strength of the waters or wastes to an acceptable pollutant loading prior to discharge to the collection system, or*
 4. *Require flow equalization to control over the rate of discharge into the collection system,*
 5. *Accept the waters or wastes; or*
 6. *Require any combination of the above.*
- o. *Any non-residential entity discharging potentially Incompatible Substances into the collection system shall provide 45 days prior notification to the Village for any of the following:*
1. *Any proposed new discharge into the system, or a substantial change in volume, mass loading, or types of pollutants from an existing discharge into the collection system.*
 2. *Any proposed new discharge into the collection system of pollutants from any source which would be a new source as defined in Section 306 of the Clean Water Act.*
 3. *Any proposed new discharge into the collection system from any source would be subject to Section 301 of the Clean Water Act.*

D. Discharges of High Strength Waters or Wastes

1. *The discharge of high strength waters or wastes from industrial or commercial processes can adversely impact the proper operation of the Plant, consume excessive organic treatment capacity, require additional treatment and solids management costs, and reduce the ability of the Plant to accept additional connections. Therefore, the discharge of any waters or wastes from industrial or commercial processes which have the following characteristics into the wastewater collection system shall be subject to an additional review and approval by the Village.*

- a) *an average five (5) day BOD concentration greater than 300 mg/l;*
 - b) *an average total suspended solids concentration greater than 300 mg/l;*
 - c) *an average total phosphorus concentration greater than 10 mg/l;*
 - d) *an average total nitrogen concentration greater than 50 mg/l.*
2. *In reviewing the acceptability of these waters or wastes, the Village may:*

- a) *Reject the waters or wastes;*
- b) *Require pollution prevention and waste management procedures or systems be implemented or constructed to reduce the strength of the waters or wastes to an acceptable pollutant loading prior to discharge to the collection system, or*
- c) *Require pretreatment facilities be constructed to reduce the strength of the waters or wastes to an acceptable pollutant loading prior to discharge to the collection system, or*
- d) *Require flow equalization to control the rate and timing of discharge into the collection system,*
- e) *Accept the waters or wastes; or*
- f) *Require any combination of the above.*

The Village shall consider the concentrations of the pollutants in the discharge, the volume (flow) of the discharge, the frequency of the discharge, and the impacts of the discharge at the Plant and in the collection system as part of its review to determine the acceptability of these waters or wastes.

3. Any person discharging high strength waters or wastes to the Plant shall provide the Village 45-calendar day's prior notification of any of the following changes in writing:

- a. *any proposed substantial change in the volume, loading, or type of pollutants discharged to the Plant.*
- b. *any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants to the Plant.*

4. The Village reserves the right to adjust the wastewater base charge, and/or assess such surcharges as established by the Commissioners, for any person or entity expressing interest in connecting or discharging into the sewer collection system or into the Plant waters or wastes that results in of positive findings above.

5. No statement contained in this Article shall be construed to prevent an agreement between the Commissioners and any discharger of high strength waters or wastes that may be accepted by the Village for treatment. Any agreement is subject to payment by the discharger. No agreement shall contravene any requirements of existing Federal and State laws and regulations and sound engineering practices. Any agreement shall be compatible with any user fee or surcharge schedule in effect.

E. Pollution Prevention and Waste Management for the Discharge of Incompatible Substances or High Strength Waters or Wastes

1. Prior to discharging any incompatible substances or high strength waters or wastes into the collection system, all reasonable pollution prevention and waste management procedures or systems applicable to the industrial or commercial process shall be implemented to reduce the pollutants

discharged into the collection system and to ensure the long-term sustainable operation of the Plant. These measures include but are not limited to:

- a. The implementation or construction of pollution prevention and waste management procedures or systems in the industrial or commercial processes which would reduce the volume of and/or concentration of pollutants in the waters or wastes discharged into the collection system;*
 - b. The use of materials in the industrial or commercial processes which would reduce the volume of and/or concentration of pollutants in the waters or wastes discharged into the collection system;*
 - c. The recovery, reuse, or internal recycling of waters or wastes in the industrial or commercial processes;*
 - d. The separation, collection, and removal of high strength solid wastes from the discharge; and*
 - e. The separation, collection, and removal of high strength liquid wastes from the discharge.*
- 2. The design of pollution prevention or waste management procedures or systems shall be prepared by qualified individuals trained and experienced in the applicable industrial or commercial processes and the associated pollution prevention and waste management procedures or systems necessary to meet the requirements of this Ordinance.*
 - 3. The design, operation, and any other pertinent information of any pollution prevention or waste management procedures or systems shall be submitted to the Village staff for review and approval.*
 - 4. No discharge of incompatible substances or high strength waters or wastes into the sewer collection system shall occur until the pollution prevention or waste management procedures or system approvals are obtained from the Village in writing.*
 - 5. The Owner of the property or operator of the activity shall provide the Village staff with updated Safety Data Sheets information upon request.*
 - 6. The Owner of the property or operator of the activity shall ensure that their staff is properly trained in the pollution prevention and waste management procedures or systems necessary to meet the requirements of this Ordinance and shall provide the Village with appropriate documentation of training upon request.*

F. Discharges of Fat, Oil, Grease (FOG) and Grit and Interceptors

- 1. The discharge of FOG or grit shall not adversely impact the proper operation of the collection system, including but not limited to, obstruction of the proper flow in the system or the accumulation of excessive solids in the system.*
- 2. The discharge of FOG or grit shall not adversely impact the proper operation of the Plant.*
- 3. FOG or grit interceptors shall be provided when, in the opinion of the Village, are necessary for*

the proper handling of liquid wastes containing fats, oils, or grease in excessive amounts, flammable wastes, sand, and other harmful ingredients. Interceptors shall not be required for private living quarters but may be required for residential properties with in-home businesses depending on the nature of the business and the waste stream.

4. Interceptors shall be installed in the sewer service line serving only the plumbing fixtures within a building or structure with non-residential uses where the wastewater from the fixtures, such as sinks and dishwashers in restaurants, cafeterias, and kitchens, may include fats, oils, and grease.

5. All wastewater flows connected to an interceptor shall be screened to prevent solids from entering the interceptor.

6. All interceptors shall be of a type and capacity approved by the Village staff and shall be located to be readily and easily accessible for cleaning and inspection.

7. Prior to discharging a wastewater into a FOG interceptor, all reasonable pollution prevention and waste separation procedures shall be implemented to minimize the volume of FOG discharged into the interceptor to ensure the proper long-term operation of the interceptor and to reduce the discharge of these pollutants into the collection system and the Plant.

8. FOG interceptors shall be designed to reliably produce an effluent of 100 parts per million or less and shall be approved by the Village prior to installation.

9. Gravity FOG interceptors shall be baffled with the inlet and outlet baffles extending from 12” above the bottom of the tank to above the waterline.

10. For restaurants, interceptors shall be sized based on Section 1-0909 of the Vermont Environmental Protection Rules, Wastewater System and Potable Water Supply Rules, effective November 6, 2023, or as amended. Specifically:

Meals per peak hour (A) x Wastewater Flow Rate (B) x Retention Time (C) x Storage Factor (D) = Size Requirement in Liquid Capacity in Gallons.

(A) Meals per peak hour = Number of meals served at peak operating hour (Seating Capacity) X Peak Factor or maximum number of seats, where Peak Factor is:

- (i) Peak Factor for fast food restaurants1.33*
- (ii) Peak Factor for all other food service types ...1.0*

(B) Wastewater Flow Rates:

- (i) With dishwasher6-gallon flow*
- (ii) Without dishwasher 5-gallon flow*
- (iii) Single Service kitchen2-gallon flow*
- (iv) Garbage Grinder (Food waste disposal).....1-gallon flow*

(C) Retention Times:

(i) Commercial kitchen waste/dishwasher 2.5 hours

(ii) Single service kitchen 1.5 hours

(D) Storage Factors:

(i) Fully equipped commercial kitchen8 hour operation ...1

(ii) Fully equipped commercial kitchen16 hour operation ..2

(iii) Fully equipped commercial kitchen24 hour operation ...3

(iv) Single service kitchen1.5

Note: "Single service kitchen" means a kitchen: (A) where the food preparation consists of only heat and serve; (B) that uses service items not expected to be used again on the premises; and (C) where service items that are reused are not washed on the premises. Kitchens that include the operation of grills, frying machines, or cooking devices other than those used to heat food do not constitute a single service kitchen.

11. FOG interceptors used for the treatment of wastewater from industrial or commercial manufacturing processes shall be sized on a case-by-case basis to provide adequate retention times based on peak wastewater flows and temperature, and storage factors to ensure proper treatment the wastewater.

12. The Village may accept alternative FOG interceptor designs, such as hydromechanical interceptors, if the owner provides adequate information from a designer demonstrating that the alternative interceptor design and operation provides FOG removal equal or greater than an appropriately sized gravity interceptor.

13. Interceptors shall be constructed of approved robust impervious materials capable of withstanding abrupt and extreme changes in temperature and equipped with easily removable covers which allow access to the inlet and outlet and when bolted in place shall be gas-tight and water-tight.

14. All interceptors shall be routinely inspected, maintained, and operated as efficiently as possible at all times at the expense of the Owner. Collected materials shall not be discharged into the collection system.

a) A routine cleaning schedule for the FOG interceptors shall be developed. For restaurants this shall be based on the storage volume of FOG in the interceptor, the number of meals served per day, and the typical grease generation per meal based on meal type.

b) For inground gravity interceptors it is recommended that the interceptor be cleaned when the collected FOG reaches 25% operating depth of the interceptor.

c) Documentation of interceptor maintenance and pumping shall be provided by the Owner to the Village upon request.

d) At a minimum, these records shall include the date and time of the inspection and/or maintenance, the volume of waste removed, and the waste hauler.

15. *The use of excessively hot water, steam, physical means, or chemical additives to release the FOG into the collection system is prohibited.*

16. *If the Village determines that the discharge from an interceptor is adversely impacting the proper operation of the collection system or the Plant, then the Village may require:*

- a. the owner to improve or increase pollution prevention and waste separation procedures to minimize the volume of wastes discharged into the interceptor; or*
- b. the owner to increase the inspection, cleaning, or maintenance of the interceptor; or*
- c. the owner to modified to the design of the interceptor to ensure proper operation; or*
- d. the owner replace the deficient interceptor with a properly designed and approved interceptor.*
- f. the owner shall be liable for any costs necessary to ensure the proper operation, modification, or replacement of the interceptor.*

17. *The owner shall be liable for any costs incurred by the Village to maintain the sewer system or the wastewater treatment Plant due to adverse impacts attributed to the discharge of FOG or grit as provided by Article IV below.*

G. Pretreatment and Flow Equalization Facilities

If after initial review by the Village, pretreatment or flow equalization of waters or wastes are deemed to be required, then the design plans, specifications, and any other pertinent information relating to pretreatment or flow equalization at the facility shall be submitted for approval to the Village, and if a permit is required under 10 VSA 1259.a. and 10 VSA 1263, to the Agency of Natural Resources.

- 1. The design of any pretreatment or flow equalization facility shall be prepared by qualified individuals trained and experienced in the applicable industrial or commercial processes and the associated pretreatment facilities necessary to meet the requirements of this Ordinance and permits issued under 10 VSA 1263.*
- 2. No construction of a pretreatment or flow equalization facility shall occur until approvals and the necessary permits if applicable are obtained in writing.*
- 3. Pretreatment or flow equalization facilities shall be constructed and operated to meet the terms and conditions of this Ordinance and any Pretreatment Discharge Permit issued by the Agency of Natural Resources under 10 VSA 1263.*
- 4. Pretreatment or flow equalization facilities shall be operated as efficiently, as possible, at all times by qualified personnel and shall be maintained at the expense of the Owner.*

H. Sampling Structure

When required by the Village, the owner of any property serviced by a building sewer carrying commercial or industrial wastes shall install either a suitable manhole or vault with necessary meters, valves and or other appurtenances in the building or exterior on the property to facilitate observation, sampling, and measurement of the wastestream. Such a structure, when required, shall be accessible and safely located and constructed in accordance with industry standards for sampling systems. Prior to construction the owner shall submit plans of the sampling structure for approval by the Village. The structure shall be installed and maintained at the owner's expense.

I. Monitoring Industrial Discharges

All industries discharging into the public sewer shall perform monitoring, sampling, and measurement of their discharges as the Village may reasonably require at the owner's expense. Any maintenance and monitoring records as well as any reports that are submitted to the Secretary in accordance with a discharge permit shall also be submitted to the Village.

J. Sampling, Measurement, Testing and Analysis Requirements

All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Ordinance shall be determined in accordance with the most current edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association. All sampling shall be performed at the sampling manhole provided. In the event no special manhole has been required, the control or sampling manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be performed by certified and/or licensed wastewater treatment Plant operators or lab technicians either employed by the Village or by a State approved contracted laboratory.

Approved representative sampling techniques, as specified in the 'Standards Methods' and in accordance with the State of Vermont ANR, DEC Wastewater Laboratory Manual shall be used. The particular analyses involved shall determine the type of sampling that will be performed (i.e. 8 hour composite, 24 hour composite, grab) as well as the type of sample preservation required.

K. Special Agreements

No statement contained in this article shall be construed as preventing any special agreement or arrangement between the Commissioners and any industry where an industrial waste of unusual strength or character may be accepted by the Village for treatment, provided that such agreements are in compliance with existing State and Federal requirements and compatible with any user charge and any industrial cost recovery system in effect. A wastestream necessitating such an agreement shall be subject to surcharges, as established and adopted by the Commissioners.

Article VII: Powers and Authority of Inspectors

A. Village staff, upon reasonable notice and bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this Ordinance. Except in the case of emergency, in the event that access to property is refused, the Village staff shall not enter the property and shall seek legal or other recourse to facilitate access. The Village staff shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, or other industrial activity beyond that point of the process having a direct impact on the volume and pollutants of the discharge into the collection system.

B. While performing the necessary work on private properties referred to in Section A. above, the Village staff shall observe all safety rules applicable to the premises established by the landowner. The landowner shall be held harmless for injury or death to the Village employees. The Village shall also indemnify the landowner against loss or damage to its property by Village employees and against liability claims and demands for personal injury or property damage asserted against the landowner stemming from the work performed by the Village employee, except that which may be caused by negligence or failure of the landowner to maintain safe conditions.

C. Subject to Section A. above, the Village Staff, upon reasonable notice and bearing proper credentials and identification, shall be permitted to enter any properties through which the Village Sewer System or any connected service line or component lies, for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works. In the event of an emergency involving any line or component attached to the Village Sewer System located on private property, including, without limitation, any line or component that is leaking or has reasonable potential to threaten the public health, safety and welfare or cause damage to public or private property, the Village shall give the owner of the property on which the line or component is located a reasonable opportunity, under the circumstances presented, to address the emergency situation. If the property owner fails to act promptly, the Village may take reasonable steps to remedy the emergency situation and may charge the costs of such work to the property owner. Such charge shall constitute a lien upon the real estate on which such work is performed in the same manner and to the same extent that sewer disposal charges constitute a lien under 24 V.S.A. § 3612 and may be enforced in the same manner and to the same extent set forth therein.

Article VIII: Penalties

A. Any person found to be violating any provision of this Ordinance shall be served by the Village with written notice stating the nature of the violation and providing reasonable time limit for the satisfactory correction thereof. The offender shall within the period of time stated in such notice, permanently cease all violations. If the violation does not cease, or is not satisfactorily resolved, within the specified time, the Village, acting through the Commissioners or any other designated issuing officer, may issue a municipal complaint to be enforced in accordance with 24 V.S.A. § 1974.

B. Any person who shall continue any violation beyond the time limit provided for in Section A above, shall be guilty of a misdemeanor, and on conviction thereof shall be punished by a fine of not

more than Five Hundred Dollars (\$500.00) or by imprisonment for not more than one year, or both, for each violation. Each week in which any such violation shall continue shall be deemed a separate violation.

C. In addition to the civil penalties referenced in Section B, above, any person found in violation of any provisions of this Ordinance may be required to reimburse the Village to cover the costs of:

- 1. removing clogs, additional cleaning, or repairing damages to the collection system;*
- 2. additional treatment of a water or waste at Plant; or*
- 3. additional handling and disposal of water or wastes not covered by existing fees.*
- 4. The amount reimbursed to the Village shall include not only the aforementioned costs but may also include any engineering, monitoring, and/or legal fees incurred by the Village to identify and remedy the violation, identify the responsible party, and prosecute the violation.*

D. Nothing herein shall constitute a waiver by the Village of its right and duty to take any all actions, as authorized by federal, state, or local law, to operate, maintain and protect its collection system and Plant from damage. Notwithstanding any of the foregoing provisions, the Commissioners may institute, in the name of the Village, any appropriate action or proceeding, including action seeking injunctive relief, to prevent, restrain, or abate violations.

E. Any person discharging industrial wastes or waters who is found to be in violation of the provisions of this Ordinance may have his disposal authorization terminated.

F. No statement contained in this article shall be construed as preventing any special agreement or arrangement between the Village and any industry or commercial operation whereby an industrial or commercial waste of unusual strength or character may be accepted by the Village for treatment, subject to payment by the industrial concern; requirements of existing Federal or State laws or regulations and are compatible with any user charge and industrial cost recovery system in effect.

ARTICLE IX: Protection from Damage

A. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is part of the Public Sewerage Disposal System or Plant.

B. Any person violating this provision shall be subject to immediate arrest under the charge of unlawful mischief as set forth in title 13, Section 3701 of the Vermont Statutes Annotated.

C. Notwithstanding any of the foregoing provisions, Barton Village, Inc., may institute any appropriate civil action for damages as well as for injunctive relief or other proceeding to prevent, restrain or abate violations hereof and to reimburse the Village for any expenses, loss, or damage occasioned the Village by reason of such offense.

ARTICLE X: Rates and Billing

A. The Board of Sewage Disposal Commissioners shall establish the user charge and industrial cost recovery system in accordance with appropriate Federal and State rules and regulations, to be called sewage disposal charges, to be paid at such times and in such manner as the Commissioners may prescribe. The owner of any tenement house, building or lot shall be liable for the sewage disposal charge as hereinafter defined. Such sewage disposal charge shall constitute a lien upon such real estate in the same manner and to the same effect as taxes constitute a lien upon real estate.

B. The Board of Sewage Disposal Commissioners shall, in establishing the rates referred to in Article IX, Section A above, make specific reference to the sewer use rate structure in force at the time of any connection. The sewer use rate structure shall incorporate the requirements of 40 CPR S35.935-13 and Chapter 101 of Title 24, Vermont Statutes Annotated.

D. Rate Structure

The purpose of the charge system as herein defined is to allow the Village, acting through its Board of Trustees, to receive sufficient revenues to pay all expenses associated with construction, operation, and maintenance of the municipal wastewater system.

The system is established to provide a fair and equitable means of charging all users based on the pollutants and volume of wastewater discharged to the system.

The factors applied to the various classes of users are based on actual metered data, when available. In the absence of metered data, estimates are based on U.S. Public Health Service data, Chapter 1 of the Vermont Agency of Natural Resources Environmental Protection Rules, or other suitable engineering references which are generally accepted for this purpose.

The single-family residential unit (with an assigned value of 1.0) serves as a base for determining equivalent charge units for other user classes.

1. The various classes of users shall be broadly defined as follow:
 - a. **Unmetered Connections:** includes all users which have no reliable and continuous means of measuring either the water supply to the building plumbing or the wastewater flow from the building plumbing.
 1. **Residential:** includes each building (or portion thereof) which houses an individual family unit, such as houses, apartments, mobile homes.
 2. **Commercial:** includes each building (or portion thereof) which business activity occurs, such as stores, offices, food or lodging establishments, shops, private clubs.
 3. **Institutional:** includes each building (or portion thereof) in which public, government, or non-profit activities are conducted, such as schools, public libraries, armories, churches.
 - b. **Industrial Connections:** includes any building (or portion thereof) in which manufacturing,

processing, or other activities occur which result in a discharge to the public sewer, part or all of which is different from sewage characteristically found in "normal" domestic sewage.

Consideration must be given to the strength and rate (both average and peak) factors of the discharge. Further definition shall be provided in the Village Sewer Ordinance, Surcharge Procedure, and in the federal and state regulations pertaining to Industrial Cost Recovery. At this time, there are no industrial connections.

- c. Other Metered Connection: includes any building (or portion thereof) which has a suitable device for accurate and continuous metering of the water supply or wastewater discharge from said building. Such buildings can be of the type defined previously except for those classified as "Industrial Connections."

E. Method of Determining User Charges.

The Village Commissioners of Trustees will adopt a user charge system as described herein and shall review it annually to ensure that the revenue meets the costs of the system. Adjustments, additions, omissions, or other changes shall be made as necessary to ensure that charges remain equitable.

The following is a procedure to be followed establishing specific user charges:

1. Review the User Charge Schedule to ensure that the number and type of users are correct and that the estimated flow rate for each connection is reasonable.
2. Determine the total number of "equivalent units" for all unmetered and non-industrial metered connections. An "equivalent unit" is defined as the ratio of estimated flow from a "Residential-Regular" connection. Obtain "equivalent units" for unmetered connections from Section. D above. Determine equivalent units for metered connections by dividing 100% of the total daily metered flow by the estimated "Residential-Regular" flow of 160 gallons per day.
3. Determine the total revenue required to meet all expenses of the system. Include debt retirement of capital costs, operating and maintenance costs.
4. Subtract any revenues received from outside sources or surplus from the preceding year or from non-user charges, such as connection fees.
5. Divide the balance (of required revenue) by the number of equivalent users. The result shall be the annual charge to be assessed each user per equivalent factor.

E. User Charge Schedule

1. Metered Connections: All connections which have meters or subsequently install (water or sewage) meters and are not charged under the requirements of "Industrial Connections" specified below shall be charged as follows:
 - a. Determine the average daily flow rate for the preceding period. If wastewater flows

discharged to the public sewer are not metered, rates shall be based directly on water meter readings.

- b. Divide that rate by the value established as the average daily flow for the user class "Residential-Regular," which has an equivalent value of 1.0. The resulting value shall be the equivalent for each metered connection.
 - c. Multiply the equivalent value by the prevailing rate for the "Residential-Regular" class.
2. Industrial Connections: All industrial users shall be metered. If wastewater flows discharged to the public sewer are not metered, rates shall be based directly on water meter readings.
 3. Unmetered Connections:

F. Billing Frequency

The Village Trustee may, at their discretion, revise the billing frequency provided that the total amount of charges assessed shall conform to this schedule.

Unless otherwise approved by the Trustees, bills will be submitted to all users on a quarterly basis.

VILLAGE of BARTON
WASTEWATER SURCHARGE PROCEDURE
for
HIGH STRENGTH WATERS AND WASTES
from
INDUSTRIAL AND COMMERCIAL DISCHARGES

Part I

A. Purpose

The purpose of this Procedure is to establish a process to recover the costs associated with the use of capacity, treatment, and the disposal of byproducts from high strength waters and wastes discharged into the Village of Barton Wastewater Treatment Plant (Plant) from industrial and commercial processes and to protect the proper operation of the Plant.

The Barton Plant has a finite capacity to treat the organic pollutants in the wastewater it receives. The design organic treatment capacity of the Plant is based on the organic pollutant concentrations in typical domestic strength sewage. The Barton Plant is authorized to discharge into the Barton River under the terms and conditions of Discharge Permit No. 3-1202. At this time, the Barton Plant has a capacity to treat an annual average flow of 265,000 gallons per day (0.265 MGD) of wastewater and has an organic treatment capacity to properly treat a monthly average influent of 298 pounds per day of Biochemical Oxygen Demand.

The discharge of waters and wastes into a Plant from industrial and commercial process that have organic pollutant concentrations higher than typical domestic sewage consumes excessive organic treatment capacity, significantly increases the operational costs at the Plant and to the other users of the Plant inequitably and can cause the Plant's discharge to violate the terms and conditions of Discharge Permit No. 3-1202.

This Procedure establishes a surcharge on the discharge of significant non-domestic strength waters and wastes from industrial or commercial discharges into the Plant to offset the additional operation, maintenance, treatment, and biosolid disposal costs.

B. Authority

24 V.S.A. Sections 3615 and 3617 authorizes municipalities to establish "sewer disposal charges" including charges based upon "strength and flow where wastes stronger than household are involved".

C. Determination of High Strength Waters or Wastes

For the purposes of the Surcharge a discharge of high strength waters or waste is defined as a discharge to the Barton Plant which has the following characteristics:

- i. an average five (5) day Biochemical Oxygen Demand (BOD) concentration greater than 300 mg/l; or
- ii. an average Total Suspended Solids (TSS) concentration greater than 300 mg/l; or
- iii. an average Total Nitrogen (TN) concentration greater than 50 mg/l; or.
- iv. an average Total Phosphorus (TP) concentration greater than 10 mg/l.

D. Applicability

This Procedure applies only to the discharge of high strength waters or waste from industrial or commercial processes or similar strength wastes including hauled wastes received from outside of the service area. Industrial and commercial processes which can generate high strength waters or waste include but are not limited to breweries, distilleries, dairies, and specialty food operations, etc.

The concentration of the pollutants in the discharge, the volume (flow) of the discharge, the frequency of the discharge, the rate of the discharge, and the impacts of the discharge at the Barton Plant shall be considered in applying this Procedure.

Typically, this Procedure will only be applied to industrial or commercial discharges which have a reasonable potential to contain an average daily BOD loading (pounds per day) **greater than 3%** of the design organic treatment capacity of the Barton Plant.

This Procedure does not apply to discharges of residential wastewater or other discharges similar to typical domestic sewage strength.

E. Pollution Prevention to Control the Discharge of High Strength Wastes or Waters

1. Prior to discharging any high strength wastes or waters into the Village's wastewater collection system(s), a discharger shall implement all reasonable pollution prevention and waste management procedures or systems applicable to the industrial or commercial process to reduce the pollutants discharged into the collection system and to ensure the long-term sustainable operation of the wastewater treatment facility. These measures include but are not limited to:
 - a. The implementation of pollution prevention and waste management procedures or systems in the industrial or commercial processes would reduce the volume or concentration of pollutants in the waters or wastes discharged into the collection system.
 - b. The use of alternative materials in the industrial or commercial processes which would reduce the volume or pollutants in the water or wastes discharged into the collection system.
 - c. The recovery, reuse, or internal recycling of waters or wastes in the industrial or commercial processes.
 - d. The separation, collection, and removal of high strength solid wastes from the discharge.
 - e. The separation, collection, and removal of high strength liquid wastes from the discharge; and

- f. The identification and documentation of methods to prevent and mitigate the accidental discharge of high strength waters or waste to the collection system including a Spill Response Plan and notification procedures.
2. The design of pollution prevention or waste management procedures or systems shall be done by qualified individuals trained and experienced in the applicable industrial processes and the pollution prevention and waste management procedures or systems necessary to meet the requirements of this Procedure.
3. The design, operation, and other pertinent information of the pollution prevention or waste management procedures or systems shall be submitted to the Village and to the Plant for review and approval.
4. No discharge of high strength waters or wastes into the collection system shall occur until the pollution prevention or waste management procedures or system approvals are obtained in writing.
5. The Owner shall ensure that their staff is properly trained in the pollution prevention and waste management procedures or systems necessary to meet the requirements of this Procedure.

F. Implementation of Surcharges

1. Operational and Maintenance (O&M) Surcharge Cost Allocation Factors

The O&M surcharge shall be based on the cost incurred by the Village at the Plant to treat the high strength waters or waste and to dispose of the additional biosolids generated in treatment process.

The O&M Surcharge shall be based upon the following discharged during billing period:

- a. pounds of Biochemical Oxygen Demand (BOD);
- b. pounds of Total Suspended Solids (TSS);
- c. pounds of Total Nitrogen (TN); and
- d. pounds of Total Phosphorus (TP)

The cost breakdown of the O&M surcharge shall be:

- a. 50% Biochemical Oxygen Demand (BOD)
- b. 20% Total Suspend Solids (TSS)
- c. 20% Total Nitrogen (TN)
- d. 10% Total Phosphorus (TP)

The determination of the unit cost per pound of pollutant treated shall be based on computing the cost of the per pound of pollutant treated or removed as determined by the annual recorded operational and maintenance costs at the Plant and the annual pounds of pollutants treated or removed by the Plant.

This cost shall then be applied to the pounds of pollutants discharged to the Plant by the high strength discharger.

The Village shall annually re-evaluate these cost factors to reflect the current O&M costs incurred at the Plant. These costs will be the basis for the surcharge in the upcoming year.

2. Determination of Flow, Pollutant Concentration, and Loading

The O&M Surcharge shall be based on the measured or estimated pounds of pollutants discharged (loading) into the Plant.

The determination of flow (volume) shall be based on metered values as determined by the Village. Sewer meter readings shall be considered more reliable than water meter readings. Adjustments may be allowed for liquid that is added or taken from the industrial or commercial process which may or may not enter the discharge. Any flow adjustments granted must be measurable and approved by the Village.

The concentration of pollutants in a discharge shall be based on the representative sampling of the wastewater before it enters the collection system. Samples shall be collected at a location approved by the Village and shall be representative of the entire operational day.

The pounds of pollutants in a discharge shall then be derived based on the flow discharged and the concentration of pollutants measured in the wastewater.

The Village shall have the option of conducting periodic sampling and flow measurements to ensure that representative sampling and flow measurements are being conducted and to confirm that the pounds of pollutants being computed are accurate.

The customer shall have the primary responsibility for conducting the sampling and flow measurements on a regular basis to determine the pounds of pollutants discharged into the collection system. All costs associated with sampling, measurements, and reporting shall be the responsibility of the customer, unless waived by the Village.

For discharges regulated by Pretreatment Discharge Permits issued by the Agency of Natural Resources, the monthly WR-43 Discharge Monitoring Report shall be used to derive the O&M Surcharge.

3. Industries to Monitor Their Own Discharge

All industries and commercial facilities discharging into the public sewer shall perform any monitoring of their discharges as the Village may reasonably require, including installation, use, and maintenance of monitoring equipment, keeping records, and reporting the results of such monitoring to the Village.

Records shall be made available, upon request, to the Village and to other agencies having jurisdiction over the discharge. Where pretreatment discharge permits are issued by the State of Vermont, monitoring records shall also be submitted to the State in accordance with such permit. Records of any monitoring may be supplied by the Village to the State on request.

All measurements, tests, and analyses of the characteristics of waters and wastes which are required by Village shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater" published by the American Public Health Association.

Samples shall be collected at a sampling manhole or representative location. In the event that no sampling manhole has been required, or representative location available, the sampling manhole shall be considered to be the nearest downstream manhole in the public sewer from the point at which the building sewer is connected.

Sampling shall be carried out by qualified personnel by customarily accepted methods to reflect the existence of hazards to life, limb and property.

4. Sampling Plan

To determine the pounds of pollutants in a discharge, commercial and industrial customers subject to this Procedure shall prepare a Sampling Plan unless waived by the Village.

The Sampling Plan shall be submitted to the Village for review and approval prior to implementation.

The Sampling Plan shall include but is not limited to identifying the methodology to measure flow, minimum frequency of sampling, sampling location, sample collection methodology, the parameters for analysis, and the protocol to process samples and reporting results to the Village.

Samples shall be flow proportioned whenever feasible and shall be representative of the volume and quality of effluent discharged into the sewer collection system over the sampling and reporting period. All samples shall be taken during normal operating hours over the entire production day. The Village shall determine the appropriate composite sample duration or whether a grab sample or grab samples should be taken.

All measurements, tests, and analyses of the characteristics of waters and wastes which are required by the Village shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater" published by the American Public Health Association.

5. Right of Access

The Village, or their duly authorized representatives, bearing proper credentials and identification, shall be permitted to enter into, upon, or through the premises of any industry or commercial facility discharging into the collection system and sewage treatment plant, to have access to and copy any records, to inspect any monitoring equipment or method, and to sample any discharge into the collection system or to the Plant.

6. Accessibility to Private Sewage Structures

When required by the Village, the Owner of any property served by a building sewer carrying industrial wastes shall install a suitably designed manhole in the building sewer to facilitate observation, sampling, and measurement of the waters or wastes.

The sampling manhole shall be safely located, constructed in accordance with plans approved by the Village and accessible to Village personnel.

The sampling manhole shall be installed by the Owner, at their expense, and shall be maintained by the Owner to be safe and accessible at all times.

G. Changes in Discharge

Any person or persons subject to this Procedure shall provide the Village 45-calendar day's prior notification of any of the following changes in writing:

- a. any proposed substantial change in the volume, loading, or type of pollutants discharged to the Plant.
- b. any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants to the Plant.

H. O&M Surcharge Billing Procedure

The pounds of pollutants discharged during the billing period shall be based on the average of the pollutant concentrations in the discharge based on the sampling results and the total flow measured during the billing period.

The surcharge shall be computed on the estimated number of total pounds of pollutants discharged into the Plant during the billing period multiplied by the cost factor per pound of pollutant as determined above.

I. Frequency of Billing

The frequency of billing and terms of payment for the O&M Surcharge shall be incorporated in the Village billing structure.

**PART II
Enforcement and Penalties**

Violation of this Procedure shall be deemed a violation of Article IX of Village of Barton Sewer Use Ordinance and subject to the penalties as specified.

Date _____

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

Memorandum

To: Barton Village Board of Trustees
From: Vera LaPorte
Date: December 11, 2023
Subject: Salt/Sand Shed Update | Truck Update | Flood Update
Agenda: Agenda Item "N"

No update.

Proposed Motion:

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

Memorandum

To: Barton Village Board of Trustees
From: Vera LaPorte
Date: December 11, 2023
Subject: Management/Staff Reports; Upcoming Items
Agenda: **Item "O"**

Personnel:

- Advertisement for the Chief Wastewater Operator position began 09/15/2023
- Garrett Heath has been offered the DPW Utility Worker position and he has accepted as of 11/20/2023

Office Equipment/Computers:

- *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
- VPPSA provided a quote for a new computer for the WWTF

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 - Complete
- Plowing Contracts – VTrans contract and interlocal agreement with Town of Barton in place
- 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
- Vera LaPorte made authorized representative for USDA application at BOT meeting 11/13/2023
- Application submitted 11/27/2023

Wastewater Department

Pending Projects:

- Follow-up on Sewer Ordinance Violations has begun – most have cooperated and are in compliance
- Wastewater Infrastructure Improvements
 - Aldrich & Elliot – Agreement Approved June 12. First progress meeting with Michael Mainer/VT State on 10/30/2023. First progress meeting went well, next meeting is end of Dec/beginning of Jan 2024
 - VT Dept of Environmental Conservation State Revolving Loan Programs funding application completed and approved June 12, loan documents received 10/04/2023 and approved by BOT on 10/16/2023. First payment application submitted 11/02/2023 and accepted 11/03/2023
 - Randy Bean working on sewer ordinance and expects it will be finished by end of 2023, currently 80% complete – DRAFT sewer ordinance and surcharge procedure is complete and ready for review
- VT Department of Environmental Conservation Inspection Report Response
 - Initial response provided by Tim
 - NOAV letter received 10/02/2023. NOAV response is complete and VT State is happy for now
- Insurance/FEMA recovery for flood damage – DI submitted and FEMA PDMG working on payment for completed projects, deadline is 01/14/2024
- Glover Agreement – Mike Mainer from Aldrich & Elliott to research in tandem with the Village's rates, will perform a holistic rate study of Barton Village and Glover rates
- Review Current Wastewater User Fees – See above
- Notice of Alleged Violation letter from ANR received 10/02/2023 – Most directives already addressed and remaining to be encompassed in WTF upgrade project. NOAV response complete

Water Department

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

Hydro Plant

Pending Projects:

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

Electric:

Rate Case

- Surcharge was implemented in May
- May require partial refund if full rate not granted by PUC
- Public Hearing Held May 11th
- VPPSA/staff responded to two rounds of discovery questions from Vermont Public Service Department
- VPPSA to file Rebuttal Testimony August 11th
- Rate approved at 10.82%

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
- IRP approved by the PUC 11/16/2023

High Street Site Investigation & Remediation

- Meeting held on March 22nd
- Site Investigation provided by VHB 01/26/2022
- Supplemental Investigation Work Plan provided by VHB 07/12/2022
- First testing occurred on May 25th and 26th, Additional testing approx. June 8th, reports expected late summer
- Contract balance - \$75k (not expended)
- Project Update expected 07/24/2023
- Sampling completed 10/29/2023 and VHB currently compiling data as it comes in

AMI – VPPSA Project – determine participation

Outages on 11/27/2023 and 12/04/2023

- Proved challenging but response and organization is getting better as it is fine-tuned
- Orleans Electric and Barton Village employees did an excellent job

Misc Items:

- Furnace Replacement –Nadeau's completed 08/30/2023
- Website – Vera working on it when she can
- Audit – RFP went out on July 17th with responses due August 30th. Only one response, accepted by BOT 09/25/2023