

**Barton Village, Inc.**  
**Regular Trustees Meeting**  
Monday, September 23, 2024  
5:00 PM  
Barton Village Memorial Hall

**Agenda**

**Please note: Due to scheduling constraints, the Board of Trustees is expected to immediately enter Executive Session for the purpose of discussing Legal Action - 1 V.S.A. § 313 (a)(1)(E). The rest of the agenda items will begin at 6:00pm.**

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

**ACTION ITEMS:**

- D. Minutes from the Regular Board of Trustees Meeting September 9, 2024
- E. Minutes from the Special Informational Hearing September 9, 2024
- F. Bills and Warrants
- G. Financial Reports for the period ending August 31, 2024
- H. Dubois & King Engineering Proposal
- I. Large Commercial Non-Profit Intermittent Service Rider
- J. Lien Discharge

**DISCUSSION ITEMS:**

- K. New Wastewater Ordinance
- L. Pageant Park
- M. Flood Update
- N. Department Operations Updates

**OTHER ITEMS:**

- O. Other Business

**EXECUTIVE SESSION ITEMS:**

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

**Upcoming Meetings:**

**Regular Board Meeting: 10/14/2024**

**Regular Board Meeting: 10/28/2024**

**Barton Village, Inc.**  
**Special Informational Meeting**  
**Barton Village Hydro Facility Upgrades**

Monday, September 9, 2024

6:00pm

Barton Village Memorial Hall

Attendance:

Gina Lyon (Chair), Marilyn Prue (Trustee), Ellis Merchant (Trustee), Vera LaPorte (Business Manager), Crystal Currier (VPPSA), Denis Fortin (Hydro Plant Manager), Jacqueline Laurion (Clerk), Matthew Wilson (The Chronicle), Mackenzie Shanahan, Susan Penharlow, Donna Walsh, John Warren, Ed Helm, Adrien Helm, Bret Thayer, Lori Thayer, Paul Sicard, Jay Walbert, Pete Ferrantino, Jennifer Mayor, Christian Carey, David Billado, Bob Ferlazo

**Agenda**

**Audio recording of the meeting can be found at <https://bartonvt.com/agenda-minutes/>**

- A. **Call to Order** – Gina Lyon called the meeting to order at 6:02pm.
- B. **Changes to the Agenda/Additions/Deletions** – None.
- C. **Privilege of the Floor** – Gina Lyon made a motion to move Privilege of the Floor to Discussion Items. Marilyn Prue Seconded. Motion carried.

**DISCUSSION ITEMS:**

- D. **Hydro Facility Upgrade Presentation with Denis Fortin and Crystal Currier (20 minutes)** – Crystal Currier (VPPSA) addressed the audience to review all financial aspects of the hydro facility upgrades. Copies of the presentation were handed out to everyone in attendance and can also be found on the Barton Village website [here](#). Plant Manager Denis Fortin then spoke to the audience regarding the structural components of the project, mainly that the penstock that needs replacement was designed to last for 80 years and is currently aged year 82.
- E. **Q&A** – To follow is a selection of questions asked by members of the audience. Questions are in **black** and answers are in **red**:
  - Adrien Helm – Did not ask a question but wanted to clarify that voting can be only done by the registered voters of the Village and not the Town. **Yes. [According to 24 V.S.A. 1822 \(b\)\(1\)](#) only the registered voters of Barton Village are permitted to vote.**
  - Donna Walsh – Where is the hydro facility? **West Charleston, VT. The Village has owned the facility on the Clyde River since the late 1800s.**

- Christian Carey – What is the rate on financing? The figures in the presentation are based on a fixed 3% interest rate.
- Ed Helm – Is it possible to have a copy of this presentation emailed? Yes. It is available on the [Barton Village website](#) and can be emailed. Have you applied for any grants? Yes. Unfortunately, the Village was not awarded any. Some grants can only be applied for once per year and the Village had already applied for them on behalf of the new salt/sand shed. Would the historic nature of the plant help with funding the upgrades? No.
- John Warren – Did not ask a question but expressed concern about losing the hydro facility if the bond vote did not pass.
- Bret Thayer – If 30% of electricity comes from the hydro facility, where does the other 70% come from? Barton Village, through Vermont Public Power Supply Authority (VPPSA), buys its electricity from 10-12 different producers. Barton Village's Integrated Resource Plan (IRP), which details its electric portfolio, can be found [here](#).
- Paul Sicard – Can Vermont Emergency Management (VEM) provide a new generator since it is a safety requirement? Yes, but outreach has yielded no results. Has any thought been given to lining the penstock? Yes, but it is more expensive than steel and generation would be reduced because the carbon fiber sleeve is several inches thick, causing less water to flow through the existing penstock. Has the Village researched the availability of the items needed in the upgrade? Yes. The transformer is the only item that will not be made immediately available, as the lead time on receiving the type of transformer required is approximately 18 months. This is why construction would not begin until 2025. When will you receive the results from the facility inspection on 09/10/2024 with the Federal Energy Regulatory Commission (FERC), the Agency of Natural Resources (ANR), Dubois & King and VT Fish & Wildlife? Would it make sense to delay the vote until the results are received? The inspection on 09/10/2024 was not planned at the time the bond vote was scheduled. While it is possible that the results of the inspection may be available before the bond vote, it is very likely that the outcome will remain the same and that FERC may require more upgrades than proposed. What about renewable energy credits (RECs)? While the exact dollar amount was not immediately at hand, it is estimated that Barton Village received approximately \$125,000 in RECs in 2023 because of the hydro facility. Does the Village have any intent to sell the electric utility? No. The electric utility is doing well in partnership with Orleans Village. Barton Village has a 5-year maintenance services contract with VPPSA to broker those services, and VPPSA has a contract with Orleans Village to provide those services. Are the contracts available for public viewing? Yes. They are in the Trustee meeting minutes and can be emailed.

- Adrien Helm – Will there be a campaign to ensure the Village voters vote yes? **Yes.** The project has been advertised in the Chronicle and on the Village website, sent to all ratepayers via direct mailings, and spoken about at an open house held at the hydro facility and at several regular Board of Trustees meetings. There will be a second open house on 09/14/2024 and a second informational meeting on 09/19/2024, as well as a letter to the editor published in the Chronicle.
- Bob Ferlazo – Three years ago when the Village tried to sell the electric utility, the company interested in buying it did not want the hydro plant. **Yes.** Vermont Electric Co-op (VEC), the company interested in purchasing the electric utility, is not in the business of producing electricity. Additionally, it was later decided by the previous Board of Trustees that the hydro facility was an asset and no longer part of the sale.
- Crystal Currier – Did not ask a question but stated that even though she was not a Village resident nor ratepayer, she nonetheless advocated for the bond vote to pass. Upgrading the hydro facility would be beneficial to the community.

F. **Adjourn** – Gina Lyon made a motion to adjourn at 7:29pm. Marilyn Prue seconded. Motion carried.

**Upcoming Meetings:**

**Regular Board Meeting: 09/09/2024 (directly following informational meeting)**

**Hydro Facility Open House: 09/14/2024**

**Special Informational Meeting: 09/19/2024**

**Special Village Meeting: 09/20/2024**

**Regular Board Meeting: 09/23/2024**

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Regina Lyon, Board of Trustees Chair

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

Monday, September 9, 2024  
Approximately 6:45pm, following the Special Informational Hearing  
on the Barton Village Hydro Facility Upgrades  
Barton Village Memorial Hall

**Attendance:**

Gina Lyon (Chair), Marilyn Prue (Trustee), Ellis Merchant (Trustee), Vera LaPorte (Business Manager),  
Jacqueline Laurion (Clerk), Matthew Wilson (The Chronicle)

**Agenda**

Full agenda with additional details can be found at <https://bartonvt.com/agenda-minutes/>

Audio recording of the meeting can be found for 30 days following the official approval of these minutes at the next Regular Board of Trustees Meeting on September 23rd, 2024 at <https://bartonvt.com/agenda-minutes/>

- A. **Call to Order:** Gina Lyon called the regular Trustee meeting to order at 7:38PM.
- B. **Changes to the Agenda/Additions or Deletions:** NONE.
- C. **Privilege of the Floor:** Jacqueline Laurion advised that there seems to be a misunderstanding with the Pageant Park Caretakers regarding that Pageant Park is still open for folks to use after Labor Day and they can't stop folks from entering the park. Vera LaPorte advised she had already addressed this with the Caretakers, and they understood the process after discussing it with them.

**ACTION ITEMS:**

- D. **Minutes from the Regular Board of Trustees Meeting August 26, 2024:** Gina Lyon made a motion to approve. Ellis Merchant seconded. Motion carried.
- E. **Bills and Warrants:** Will be reviewed as the meeting goes on to be approved and signed by the end of the meeting. Gina Lyon made a motion to approve the Bills and Warrants by the end of the meeting. Ellis Merchant seconded the motion. Motion carried.
- F. **Board Resolution – Ratification of USDA Grant Documents** - On November 27, 2023, Barton Village filed a second application with the USDA Community Facilities REAP Grant Program to fund the cost over-run for the Salt/Sand Shed Project.

This application was reviewed by USDA in August and to receive approval, the Board Chair was required to sign several documents within a very short turnaround. The full packet of USDA

documents as well as a Resolution that ratifies the actions of the Board Chair (Gina Lyon) is attached for the Board's review and approval.

Members of the public can view this in its entirety [here](#).

Gina Lyon made a motion to approve the resolution – Ratification of USDA Grant Documents, as presented. Ellis Merchant seconded; motion carried.

- G. **Ordinance Enforcement:** As the Board is aware, there has been a question regarding ordinance enforcement and escalation. According to 24 V.S.A. § 1974a and Section 1977 et seq., two officials must be appointed in the Vermont Judicial Bureau:

1. Custodial Official – Serves as the point of contact for all matters having to do with the Judicial Bureau. They will be responsible for keeping records, notifying issuing officials of court activities and receiving all communications having to do with municipal tickets.

2. Enforcement Official – Has ticket writing authority and collects/documents evidence of ordinance violations, such as proof of warning, photographs, detailed notes/reports, and witnesses. The Enforcement Official is the prosecutor when it comes to Judicial Bureau hearings and must attend when requested.

The Custodial Official and the Enforcement Official can be the same person, and there can be more than one Enforcement Official.

After appointing the Custodial Official and Enforcement Official(s), a letter must be sent to the Judicial Bureau containing the name(s) of the appointed official(s) and their date(s) of birth. The Judicial Bureau will then send a ticket book and envelopes to be used in the process of ordinance enforcement.

Gina Lyon made a motion to appoint Vera LaPorte as the Custodial Official and Enforcement Official to the Vermont Judicial Bureau for the purpose of enforcing Barton Village ordinances. Ellis Merchant seconded the motion. Motion Carried.

**DISCUSSION ITEMS:**

- H. **General Ordinance Discussion:**

**ATV Ordinance**

At the Regular Meeting on 07/08/2024, the Trustees expressed a desire to amend the Ordinance Establishing Transit Zones for All-Terrain Vehicles on Certain Village Roads to make all public highways within the village available to ATV travel. The draft amendment is included in this memo for BOT review. It is also currently undergoing review by the Vermont League of Cities and Towns (VLCT).

**Water Ordinance**

As the Board is aware, a question arose regarding whether Lawrence and Donna Cincotta

should be paying for two water services at 37 Lincoln Avenue. At some point in the past two separate properties were assembled to create what is currently known as 37 Lincoln Avenue, hence, the second water service. The water ordinance has this to say about services: “The water facilities were constructed from bond money approved by the voters. The payment for these bonds is based on all properties to which the service is provided regardless of whether the services are utilized by the property. Accordingly, if a customer chooses to have the service shut off, the minimum monthly fee, as approved by the Board, will be charged by and is due to BVI.” Since 37 Lincoln Avenue is now one property according to the land records and grand list, it may be reasonable to presume that it only requires one water service.

Marilyn Prue stated concerns that by removing one water service this may open a can of worms with other properties that have more than one connection. A conversation took place that perhaps there could still be two-line items on the billing, and one is noted as the primary and the other is secondary with a minimum fee for primary and minimum fee for secondary nonuse line.

This will be moved to an action item for a future date.

#### **Noise Ordinance**

Barton Village does not currently have an ordinance regulating noise and the Board of Trustees has been approached by a resident with the request to adopt one. According to 13 V.S.A. § 1022, “A person who, between sunset and sunrise, disturbs and breaks the public peace by firing guns, blowing horns, or other unnecessary and offensive noise shall be fined not more than \$50.00. However, this section shall not prevent a person employing workers, for the purpose of giving notice to his or her employees, from ringing bells or using whistles or gongs of such size and weight, in such manner, and at such hours as the selectboard members of the town, the aldermen of the city, or the trustees of the village may prescribe in writing.” After some initial research, it appears that most noise Ordinances in VT are largely subjective and should be carefully written. If the Board wishes to pursue this request it may be wise to involve an attorney with experience in the subject.

This will also be moved to an action item at a future date.

- I. **Flood Update:** Bruce Melendy with Northeastern Vermont Development Association (NVDA) and two members of STANTEC Engineering staff inspected various sites in the Village on 08/27/2024 with Business Manager Vera LaPorte and DPW Utility Worker Garrett Heath.

Special attention was given to the concrete aqueduct along Lincoln Avenue. The STANTEC staff will issue a report on their findings and possible solutions in the coming weeks.

- **Lincoln Avenue** - Currently looking into provenance of the aqueduct. It may have been installed as a response to a storm in 1883, but so far no records have been found.
- **Ball Field** - The ball field needs significant repair. DPW Utility Worker Garrett Heath has begun backfilling the washed-out area and general cleanup.

- **High Street/St. Paul's Cemetery Access Road** - Eric Pope from VTrans inspected the High Street culvert and determined that it was undersized compared to the width of the stream. This will be addressed by FEMA Hazard Mitigation now that the disaster has been declared.
- **Pageant Park Road Culvert** - The culvert can undergo replacement now that the seasonal campers have vacated.

J. **Hydro Project Update:**

Updated schedule of events:

- 08/30/2024 – Absentee ballot available at Town Clerk's Office
- 09/09/2024 – Hydro facility informational meeting (before the Regular Board of Trustees Meeting)
- 09/10/2024 – Federal Energy Regulatory Commission (FERC) inspection of hydro facility with project engineers Dubois & King
- 09/14/2024 – Second hydro facility open house at 250 Great Falls Road, West Charleston from 9:00am to 11:00am
- 09/19/2024 – Additional informational meeting at 6:00pm if some questions can't be answered at the 09/09/2024 meeting
- 09/20/2024 – Bond vote via Australian ballot from 10:00am to 7:00pm in the Barton Memorial Hall downstairs.

- K. **Department Operations Updates:** Full agenda with additional details on department operations can be found [here](#).

**OTHER ITEMS:**

- L. **Other Business:** Water Street being used for child pick up from Barton Graded. A few tweaks need to be made and hopefully this will only go on until Mid-October. This has taken place due to Glover grades K through 1<sup>st</sup> & second going to Barton Graded while repairs are being made to the Glover school.

Gina Lyon will draft a letter to the editor for the Hydro Plant improvements that are needed.

**EXECUTIVE SESSION ITEMS:**

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

Gina Lyon made a motion to go into executive session at 8:38pm pertaining to Legal Action. The board came out of Executive session at 9:05pm. Gina Lyon made a motion to approve the Client Authorization Form from VHB regarding the previous highway department garage site on High Street. Ellis Merchant Seconded. Motion carried.

- N. **Executive Session - Personnel: 1 V.S.A. § 313 (a)(3) – None.**



O. **Adjourn**- Gina Lyon made a motion to adjourn at 9:05pm Ellis Merchant seconded. Motion carried.

**Upcoming Meetings:**

**Hydro Facility Open House: 09/14/2024**

**Special Informational Hearing: 09/19/2024**

**Special Village Meeting: 09/20/2024**

**Regular Board Meeting: 09/23/2024**

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**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: Crystal Carrier  
Date: September 23, 2024  
Subject: Financial Reports-period ending  
Agenda: 08/31/2024 Agenda Item "G"

The unaudited financial reports for the period ending 08/31/2024 [with notes] are attached for your review.

**Highlights:**

Village:

Cash - \$440,349.35; Net Village - \$241,090

Due (to)from other Funds: (\$199,260)

Net Profit (Loss) to date: \$39,467

- Revenues – Minimal to date
  - \$1,614 interest income from WW loan
  - Pageant Park exceeding budget – need to review for '25 deposits
  - Grant Funds pertain to VT Community Foundation [Flood Recovery Resiliency Celebration] and ERAF [\$20K received]
  - Annual Rents received from departments.
- Expenses – \$11,351 or 11.2% overbudget overall (excluding depreciation)
  - VPPSA Mgmt fees overbudget [delay in new hire]
  - Insurances – paid through Q3
  - Boiler/Machinery Ins- includes missed pmt from CY 2023
  - Outside Services – repairs to BMB hall bathrooms/septic
  - Village FICA/Medicare/Retirement Expense – needs reallocation to other depts.

Highway:

Cash on Hand: (\$108,796)

Liabilities: Added Ally Municipal Lease \$14,549 – **Paid in full in June**

Net Profit (loss) to date: (\$236,936)

- Revenues: Minimal to date, State Street Aid received
- Expenses: 3.0% overbudget overall (excluding depreciation)
  - Tools/Equipment

- Garage Fuel/WS budgeted under “village”
- Insurances paid through Q3
  - Additional of endorsement for new truck
- 2<sup>nd</sup> Installment for Winter Maintenance to Barton Paid
- Winter Labor – overbudget
- Backhoe
- Roadside Trimming
- Bridges/Culverts/Storm Drains

Electric:

Cash on Hand: \$204,139

Customer advances on hand due to NEK/Comcast Make-Ready work [\$226k]

LTD to total Assets Ratio: 43.1%

Net Profit: \$558,384 (unadjusted)

Estimate Net Profit (Loss) as Adjusted: \$272,782

- Revenues:
  - Sales: Slightly underbudget
  - Customer Jobs: overbudget, includes Comcast/NEK
  - Misc Revenues: includes sale of scrap metal; VERT reimbursement
- Expenses: 10.4% underbudget overall (unadjusted and excluding depreciation); 10.7% overbudget overall (adjusted and excluding depreciation)
  - Gross Revenue Tax – annual exp paid
  - VPPSA Expenses for July/Aug pending – Power settlement for Jul/Aug, Operations & Mgmt Fees for August
  - Labor for outages – overbudget
  - Insurances – paid through Q3

Water:

Cash on Hand: \$32,493

LTD to total Assets Ratio: 22.3%

Net Profit (loss) to date: **(\$22,926)**

- Revenues: Water sales slightly underbudget [rate increase not implemented until May/Jun]
- Expenses overall – \$12,873 or 7.8% overbudget (excluding depreciation)
  - Labor – overbudget by approx. 69% or \$26K
  - Storm Related
  - Meter Reading
  - Office Supplies
  - Computer Expenses
  - Outside Services – Repairs at facility
  - Insurances paid through Q3

Wastewater:

Cash on Hand \$71,423

LTD to total Assets Ratio: 17.9%

Net Profit (loss) to date: \$7,197

- Revenues: Wastewater sales underbudget [rate increase not implemented until Apr]
  - Segregated Glover revenue from general user fees for clarity
- Expenses overall 12.4% or \$41K underbudget (excluding depreciation)
  - Overbudget items:
    - Training costs
    - Interest Expense (includes \$1,600 for interest to Village)
    - Lift Station Equipment
    - Computer expense – new PC
    - Insurances paid through Q3
    - Meter Reading
    - Office Supplies

Proposed Motion:

Motion to accept the unaudited financial reports for the period ending 08/31/2024 as presented.

<b>VILLAGE</b>			
<b>Balance Sheet</b>			
<b>For Period Ending:</b>		<b>August 31, 2024</b>	
Account	Description	Balance	Notes
12-1-00-012.000	General Checking	\$ 440,349.35	<i>Net Village: \$241,090</i>
12-1-00-012.050	Due to / From (CASH)	\$ (199,259.69)	
12-1-00-107.000	CWIP	\$ -	
12-1-00-107.050	CWIP- Del. Tax Property	\$ -	
12-1-00-108.000	Accumulated Depreciation	\$ (354,953.07)	
12-1-00-128.000	Deferred Outflows-Pension	\$ 15,824.00	
12-1-00-130.120	Community / Backhoe	\$ -	
12-1-00-130.130	Community / Capital Reser	\$ 26,086.81	<i>\$200K loaned to WW</i>
12-1-00-141.140	Notes Rec-WW/Village	\$ 200,000.00	<i>Loan Receivable from WW</i>
12-1-00-142.400	Other A/R	\$ -	
12-1-00-143.100	Other Accounts Receivable	\$ -	
12-1-00-143.200	Taxes/User Fee Receivable	\$ 1,001.00	
12-1-00-143.250	Taxes/User Fee Interest Receivable	\$ -	
12-1-00-165.100	Prepaid Expenses	\$ -	
12-1-00-165.200	Prepaid Insurance	\$ -	
12-1-00-373.000	Dist. Street Lights	\$ -	
12-1-00-389.000	Land	\$ 149,989.93	
12-1-00-390.000	General Structures and Equip	\$ 885,611.41	
12-1-00-391.000	Office Furniture and Equip	\$ -	
12-1-00-392.000	Transportation Equipment	\$ 19,572.87	
12-1-15-130.310	Passumpsic/ FD/Engine House Blg	\$ 41,397.77	
12-1-23-390.000	General Structures and Equip-CG	\$ 16,640.40	
<b>Total Assets</b>		<b>\$ 1,242,260.78</b>	
12-2-00-221.130	VT Municipal LN/2015 Ford	\$ -	
12-2-00-228.000	Deferred Inflows-Pension	\$ 14,276.00	
12-2-00-231.220	CNB / Revenue Anticipatio	\$ -	
12-2-00-231.600	People's / 09 Garage Loan	\$ -	
12-2-00-231.700	VEDA / Bridge 20 and 58	\$ -	
12-2-00-232.100	Accounts Payables	\$ 17,812.76	
12-2-00-232.300	Accounts Payables-Tax Collector	\$ -	
12-2-00-233.000	Net Pension Liability	\$ 39,648.00	
12-2-00-242.000	Accrued Payroll	\$ -	
12-2-00-242.300	Accrued Sick Time	\$ 402.10	
12-2-00-242.350	Accrued Vacation	\$ 256.40	
12-2-00-242.400	Federal Withholding Tax	\$ (53.83)	
12-2-00-242.410	VT State Withholding Tax	\$ 1,448.35	<i>Pmt pending in September</i>
12-2-00-242.420	FICA/MEDI Withholding Tax	\$ (49.46)	
12-2-00-242.430	Municipal Retirement With	\$ 5,139.85	<i>Pmt pending in September</i>
12-2-00-242.440	Health Insurance Withhold	\$ (1.11)	
12-2-00-242.450	Union Dues Withholding	\$ 322.60	<i>Pmt pending in September</i>
12-2-00-242.460	Child Support Withholding	\$ (150.00)	<i>Pmt pending in September</i>
12-2-00-242.465	Childcare Withholding	\$ 479.84	<i>Pmt pending in September</i>
12-2-00-242.470	Employee Savings Withhold	\$ -	
12-2-00-242.500	Accrued Tax Attorney Fees	\$ (473.00)	
12-2-00-253.100	Deferred Grant Funds	\$ -	
12-2-21-235.100	Key Deposits	\$ 100.00	
12-2-23-252.000	Community Garden	\$ 4,509.38	
12-2-31-235.100	Pageant Park Deposits	\$ -	
12-3-00-000.000	Fund Balance	\$ -	
12-3-00-215.000	Appropriated Earning	\$ 266,474.87	
12-3-00-216.000	Unappropriated Earnings	\$ 852,651.44	

<b>VILLAGE</b>			
<b>Balance Sheet</b>			
<b>For Period Ending:</b>		<b>August 31, 2024</b>	
Account	Description	Balance	Notes
		\$ 1,202,794.19	
Current Year Net Income (Loss)		\$ 39,466.59	
Total Liabilities & Earnings		\$ 1,242,260.78	
Variance		\$ -	

<b>VILLAGE</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending:</b>		<b>August 31, 2024</b>			
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
12-4-00-415.200	Service Bill Labor/Equipm	\$ -	\$ -	0%	
12-4-00-417.100	Taxes and Assessment Fees	\$ 72,578.42	\$ -	0%	
12-4-00-417.110	PILOT	\$ -	\$ -	0%	
12-4-00-417.112	PILOT - Electric	\$ 13,125.00	\$ 13,125.00	100%	
12-4-00-417.114	PILOT - StatePark/Dam/Riv	\$ 4,795.00	\$ -	0%	
12-4-00-417.120	Tax and User Fee Interest	\$ 750.00	\$ 274.64	37%	
12-4-00-417.140	Del Tax Collector Fees	\$ 550.00	\$ 265.38	48%	
12-4-00-417.200	Grant Funds	\$ -	\$ 35,000.00	0%	Vermont Community Foundation/ERAF
12-4-00-417.250	State Street Aid	\$ -	\$ -	0%	
12-4-00-419.100	Misc. Interest Income	\$ 250.00	\$ 83.05	33%	
12-4-00-419.400	Bond/Note Interest Income	\$ -	\$ 1,613.89	0%	Interest from WW loan [2QTR]
12-4-00-421.000	Misc. Income	\$ -	\$ 940.00	0%	
12-4-00-421.200	Gain/Loss on Disposition of Plant	\$ -	\$ -	0%	
12-4-00-454.000	Rent Income	\$ -	\$ -	0%	
12-4-00-454.100	Rent-Vehicles-Electric	\$ -	\$ -	0%	
12-4-00-454.101	Rent-Vehicles-Water	\$ -	\$ -	0%	
12-4-00-454.102	Rent-Vehicles-Wastewater	\$ 11,000.00	\$ -	0%	
12-4-00-454.103	Rent-Vehicles-Highway	\$ -	\$ -	0%	
12-4-13-454.113	Garage Rent-Highway	\$ 21,612.00	\$ 21,576.00	100%	Annual
12-4-13-454.121	Garage Rent-Electric	\$ 20,664.00	\$ 20,664.00	100%	Annual
12-4-15-421.000	FD/Engine House Misc Income	\$ 1,980.00	\$ 1,485.00	75%	
12-4-21-421.000	Misc Income	\$ -	\$ -	0%	
12-4-21-454.121	BMB Rent-Electric	\$ 9,516.00	\$ 9,540.00	100%	Annual
12-4-21-454.123	BMB Rent- Water	\$ 1,512.00	\$ 1,524.00	101%	Annual
12-4-21-454.124	BMB Rent-Sewer	\$ 1,464.00	\$ 1,476.00	101%	Annual
12-4-21-454.200	BMB Rent	\$ 3,000.00	\$ 2,875.00	96%	
12-4-21-454.300	BMB Rent- Misc.	\$ 200.00	\$ 200.00	100%	
12-4-23-417.200	Grant Funds-Comm Garden	\$ 2,500.00	\$ -	0%	
12-4-31-421.000	P.Park Revenue	\$ 32,000.00	\$ 41,439.90	129%	Review for '25 deposits
12-4-41-421.000	Ballfield Revenue	\$ -	\$ -	0%	
12-4-51-421.000	Barton River Green Revenues	\$ -	\$ -	0%	
<b>Total Revenues</b>		<b>\$ 197,496.42</b>	<b>\$ 152,081.86</b>	<b>77%</b>	
12-6-00-403.000	Depreciation Expense	\$ 24,500.00	\$ -	0%	
12-6-00-408.200	Property Taxes	\$ -	\$ -	0%	
12-6-00-408.300	Water/Sewer Assessment Fee	\$ -	\$ -	0%	
12-6-00-408.400	Delinquent Property Purch	\$ -	\$ -	0%	
12-6-00-426.000	Donations/Appropriations	\$ -	\$ -	0%	
12-6-00-431.100	Interest Expense	\$ -	\$ -	0%	
12-6-00-431.200	Finance Charges and Fees	\$ 250.00	\$ 53.54	21%	
12-6-00-596.000	Dist Maint-Str Light Usag	\$ 8,500.00	\$ 5,031.81	59%	
12-6-00-700.100	Village DPW Labor	\$ -	\$ -	0%	
12-6-00-906.100	Newspaper Ads	\$ 500.00	\$ 415.40	83%	
12-6-00-920.100	Office Salaries	\$ 11,249.59	\$ 7,666.18	68%	
12-6-00-920.150	Employee Training	\$ 100.00	\$ -	0%	
12-6-00-920.200	Elected Official	\$ 900.00	\$ 913.82	102%	Annual
12-6-00-920.250	Tax Collector Fees	\$ 1,150.00	\$ 265.77	23%	
12-6-00-921.100	Supplies	\$ 2,303.65	\$ 2,955.68	128%	overbudget
12-6-00-921.150	Village Reports	\$ 50.00	\$ -	0%	
12-6-00-921.200	Computer Expense	\$ 580.00	\$ 189.27	33%	
12-6-00-921.500	Permits Licenses and Dues	\$ 75.00	\$ 73.87	98%	
12-6-00-923.100	Outside Services	\$ 1,250.00	\$ 477.61	38%	
12-6-00-923.200	Legal Services	\$ 1,500.00	\$ (68.35)	-5%	
12-6-00-923.360	VPPSA Management	\$ 5,500.00	\$ 3,877.63	71%	1 months pending
12-6-00-923.400	Audit Services	\$ 1,000.00	\$ 1,961.23	196%	

<b>VILLAGE</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending:</b>		<b>August 31, 2024</b>			
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
12-6-00-924.100	Property Insurance	\$ -	\$ -	0%	
12-6-00-924.150	Boiler/Machinery Insuranc	\$ 6,891.86	\$ 3,362.19	49%	<i>includes missed pmt for CY2023</i>
12-6-00-924.200	Public Official Insurance	\$ 142.20	\$ 106.65	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-00-924.300	Liability Insurance	\$ 87.32	\$ 65.49	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-00-924.400	Bond Insurance	\$ -	\$ -	0%	
12-6-00-924.500	Vehicle Insurance	\$ 703.77	\$ 527.82	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-00-924.600	Unemployment Insurance	\$ 204.16	\$ 153.15	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-00-924.700	Workers Comp Insurance	\$ 1,219.00	\$ 1,032.11	85%	<i>1st/2nd/3rd qtrs paid</i>
12-6-00-926.100	FICA/MEDI	\$ 1,425.78	\$ 9,000.37	631%	<i>needs reallocation</i>
12-6-00-926.200	Health Insurance	\$ 4,512.76	\$ 857.91	19%	
12-6-00-926.300	Municipal Retirement	\$ 1,258.04	\$ 6,279.43	499%	<i>needs reallocation</i>
12-6-00-926.400	Compensated Absences	\$ 3,433.77	\$ 769.68	22%	
12-6-00-926.410	Employee Benefits-Clothing	\$ -	\$ -	0%	
12-6-00-926.415	Childcare Tax Expense	\$ -	\$ 440.88	0%	
12-6-00-930.000	Misc. Expense	\$ -	\$ 0.32	0%	
12-6-00-930.100	Misc. Expense-Storm Related	\$ -	\$ 2,165.00	0%	
12-6-00-930.210	Misc. Expense-VCF Grant	\$ -	\$ 7,490.00	0%	<i>offset by VCF grant revenue</i>
12-6-00-930.500	Transfer to Other Funds	\$ -	\$ -	0%	
12-6-00-933.200	Transportation Mileage	\$ -	\$ -	0%	
12-6-00-933.400	Truck Maintenance	\$ 1,500.00	\$ 187.25	12%	
12-6-00-933.500	Truck Fuel	\$ 1,800.00	\$ -	0%	
12-6-13-710.400	Garage Supplies	\$ 2,824.00	\$ 175.97	6%	
12-6-13-921.400	Garage - Electric	\$ -	\$ -	0%	
12-6-13-921.420	Garage Utilities/Misc	\$ -	\$ -	0%	
12-6-13-921.440	Garage - Heating Fuel	\$ 3,500.00	\$ -	0%	
12-6-13-921.460	Utilities - Water/Sewer	\$ 604.00	\$ 462.00	76%	
12-6-13-923.100	Outside Services	\$ 150.00	\$ -	0%	
12-6-13-924.100	Property Insurance	\$ 299.73	\$ 224.79	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-15-408.300	FD/Engine Hs Wr/Swr User Fee	\$ -	\$ -	0%	
12-6-15-710.400	FD/Engine House Supplies	\$ 250.00	\$ -	0%	
12-6-15-921.100	F/Engine House-Office Supplies	\$ 100.00	\$ -	0%	
12-6-15-921.400	FD/Engine House-Electric	\$ -	\$ -	0%	
12-6-15-921.440	FD/Engine House-Fuel	\$ -	\$ -	0%	
12-6-15-921.460	FD/Engine House- Water/Sewer	\$ -	\$ -	0%	
12-6-15-923.100	FD/Engine House - Outside Services	\$ 2,500.00	\$ -	0%	
12-6-15-924.100	FD/Engine House-Property Insurance	\$ 479.20	\$ 359.40	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-15-924.150	FD/Engine House-Boiler Insurance	\$ -	\$ -	0%	
12-6-15-924.500	FD - Vehicle Insurance	\$ -	\$ -	0%	
12-6-21-408.300	BMB Water/Sewer Assessment	\$ 1,900.00	\$ -	0%	
12-6-21-700.100	DPW Labor - BMB	\$ 637.00	\$ 1,535.57	241%	<i>BMB bathroom repairs</i>
12-6-21-920.300	Other Labor - BMB	\$ -	\$ -	0%	
12-6-21-921.100	Supplies	\$ 8,500.00	\$ 5,926.48	70%	
12-6-21-921.400	Utilities - Electric	\$ 3,900.00	\$ 2,179.71	56%	
12-6-21-921.420	Utilities - Phone	\$ 5,500.00	\$ 3,578.95	65%	
12-6-21-921.440	Utilities - Fuel	\$ 13,000.00	\$ 7,999.12	62%	
12-6-21-921.460	Utilities - Water/Sewer	\$ 1,800.00	\$ 858.06	48%	
12-6-21-923.100	Outside Services	\$ 3,000.00	\$ 5,656.24	189%	<i>BMB bathroom repairs</i>
12-6-21-923.110	Lawn Care	\$ 396.30	\$ 241.85	61%	
12-6-21-923.200	BMB Legal	\$ 250.00	\$ -	0%	
12-6-21-924.100	Property Insurance	\$ 7,557.04	\$ 5,667.78	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-21-924.700	Workers Comp Insurance	\$ -	\$ -	0%	
12-6-21-930.000	Misc. Expense	\$ -	\$ -	0%	
12-6-22-700.100	Village Common Labor	\$ 228.67	\$ 217.35	95%	
12-6-22-921.400	Village Common- Electric	\$ 250.00	\$ 202.30	81%	
12-6-22-921.460	Utilities- Water/Sewer	\$ 100.00	\$ -	0%	
12-6-22-923.110	Lawn Care	\$ 509.53	\$ 310.97	61%	



<b>VILLAGE</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending:</b>		<b>August 31, 2024</b>			
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
12-6-23-930.000	Misc Expense-CG	\$ 2,500.00	\$ -	0%	
12-6-31-408.300	P.Park Water/Sewer Prop Tax	\$ 1,100.00	\$ -	0%	
12-6-31-700.100	DPW Labor	\$ 2,888.63	\$ 1,620.29	56%	
12-6-31-710.400	Misc. Supplies	\$ 3,500.00	\$ 2,472.72	71%	
12-6-31-920.300	Caretaker Labor	\$ 7,400.00	\$ 7,265.16	98%	
12-6-31-921.400	Utilities - Electric	\$ 2,500.00	\$ 507.54	20%	
12-6-31-921.420	Utilities - Phone	\$ 2,500.00	\$ 2,660.27	106%	
12-6-31-921.460	Utilities - Water/Sewer	\$ 1,500.00	\$ 1,438.57	96%	
12-6-31-923.100	Outside Services-Pageant Park	\$ 1,500.00	\$ 76.85	5%	
12-6-31-923.110	Lawn Care	\$ 1,698.43	\$ 1,036.56	61%	
12-6-31-924.100	Property Insurance	\$ 221.38	\$ 166.05	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-31-924.600	Unemployment Insurance	\$ 204.16	\$ -	0%	
12-6-31-924.700	Workers Comp Insurance	\$ -	\$ -	0%	
12-6-31-926.100	P.Park FICA/MEDI	\$ -	\$ 87.47	0%	
12-6-31-930.000	Misc. Expense	\$ 5,000.00	\$ 14.99	0%	
12-6-41-408.300	Ballfield Water/Sewer Use	\$ 65.00	\$ -	0%	
12-6-41-700.100	DPW Labor	\$ 200.00	\$ 171.21	86%	
12-6-41-921.400	Utilities - Electric	\$ 325.00	\$ 136.63	42%	
12-6-41-921.460	Utilities - Water/Sewer	\$ 500.00	\$ 378.29	76%	
12-6-41-923.110	Lawn Care	\$ 1,415.36	\$ 863.79	61%	
12-6-41-924.100	Property Insurance	\$ 16.40	\$ 12.30	75%	<i>1st/2nd/3rd qtrs paid</i>
12-6-41-930.000	Misc. Expense	\$ -	\$ 1,517.37	0%	<i>\$1,517 repairs to ballfield</i>
12-6-51-921.460	Utilities - Water/Sewer	\$ 200.00	\$ 133.64	67%	
12-6-51-923.110	Lawn Care	\$ 339.69	\$ 207.32	61%	
12-6-51-924.100	Property Insurance	\$ -	\$ -	0%	
12-6-51-930.000	Misc. Expense	\$ -	\$ -	0%	
<b>Total Expenses</b>		<b>\$ 176,396.42</b>	<b>\$ 112,615.27</b>	<b>64%</b>	
<b>Net Income (Loss)</b>		<b>\$ 21,100.00</b>	<b>\$ 39,466.59</b>	<b>187%</b>	

<b>HIGHWAY</b>			
<b>Balance Sheet</b>			
<b>For Period Ending:</b>		<b>August 31, 2024</b>	
<b>Account</b>	<b>Description</b>	<b>Balance</b>	<b>Notes</b>
13-1-00-012.050	Due to / From (CASH)	\$ (108,795.53)	
13-1-00-107.000	CWIP	\$ 1,069.25	CWIP-Salt Shed [permanent]
13-1-00-108.000	Accumulated Depreciation	\$ (1,077,537.00)	
13-1-00-130.120	Backhoe Savings	\$ 10,003.91	
13-1-00-130.130	CNB/Capital Reserve	\$ 210,352.44	
13-1-00-143.100	Other A/R	\$ 93,082.56	
13-1-00-143.200	Taxes Receivable	\$ 5,395.42	
13-1-00-165.100	Prepaid Expenses	\$ -	
13-1-00-390.000	General Structures/Equip.	\$ 1,758,412.01	
13-1-00-392.000	Transportation Equipment	\$ 378,431.63	
<b>Total Assets</b>		<b>\$ 1,270,414.69</b>	
13-2-00-221.130	VT Municipal LN/2015 Ford	\$ -	
13-2-00-231.220	CNB/ Revenue Anticipation	\$ -	
13-2-00-231.230	Passumpsic-Wtr Street Paving	\$ 201,011.53	
13-2-00-231.235	Ally Municipal Lease	\$ -	
13-2-00-231.700	VEDA/Bridge 20 and 58	\$ 67,481.98	
13-2-00-232.100	Accounts Payable	\$ -	
13-2-00-235.100	Customer Deposits	\$ -	
13-2-00-242.000	Accrued Payroll	\$ -	
13-2-00-242.300	Accrued Sick Time	\$ 14,745.72	
13-2-00-242.350	Accrued Vacation Time	\$ 3,953.38	
13-2-00-242.420	FICA/MEDI Withholding Tax	\$ -	
13-2-00-253.100	Deferred Revenue-Grants	\$ -	
13-2-00-253.400	Deferred Revenue-Misc	\$ 19,647.80	
13-3-00-000.000	Fund Balance	\$ -	
13-3-00-215.000	Appropriated Earnings	\$ 326,532.14	
13-3-00-216.000	Unappropriated Earnings	\$ 873,978.06	
		\$ 1,507,350.61	
Current Year Net Income (Loss)		\$ (236,935.92)	
Total Liabilities & Earnings		<b>\$ 1,270,414.69</b>	
<b>Variance</b>		<b>\$ -</b>	

<b>HIGHWAY</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending: August 31, 2024</b>					
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
13-4-00-415.200	Revenue-Labor & Equipment	\$ -	\$ 763.00	0%	
13-4-00-417.100	Taxes	\$ 358,179.90	\$ -	0%	
13-4-00-417.120	Interest - Delinquent Tax Collections	\$ -	\$ 1,269.10	0%	
13-4-00-417.140	Delinquent Tax Collector Fees	\$ -	\$ 1,343.06	0%	
13-4-00-417.200	Grant Funds	\$ 204,049.00	\$ -	0%	
13-4-00-417.250	State Street Aid	\$ 44,484.00	\$ 19,647.84	44%	
13-4-00-419.100	Interest Income	\$ 110.00	\$ 86.41	79%	
13-4-00-421.000	Misc. Income	\$ -	\$ 8.00	0%	
13-4-00-421.200	Loss on Disposition of Plant	\$ -	\$ -	0%	
13-4-00-421.500	Transfer From Other Funds	\$ -	\$ -	0%	
13-4-15-421.000	Transfer from Other Funds	\$ -	\$ -	0%	
<b>Total Revenues</b>		<b>\$ 606,822.90</b>	<b>\$ 23,117.41</b>	<b>4%</b>	
13-6-00-403.000	Depreciation Expense	\$ 83,000.00	\$ -	0%	
13-6-00-431.100	Interest Expense	\$ 17,343.18	\$ 11,708.97	68%	
13-6-00-431.200	Finance Charges and Fees	\$ 100.00	\$ 771.17	771%	late fees
13-6-00-580.200	Employee Training	\$ 300.00	\$ 75.00	25%	
13-6-00-710.150	Road Signs	\$ 500.00	\$ 182.61	37%	
13-6-00-710.170	Sidewalk Expense	\$ -	\$ -	0%	
13-6-00-710.200	Bridges/Culverts/Roads/StormDam	\$ 1,000.00	\$ 1,343.66	134%	
13-6-00-710.250	Guardrails/Fence	\$ -	\$ -	0%	
13-6-00-710.400	Garage Supplies	\$ 5,500.00	\$ 5,067.34	92%	
13-6-00-710.450	Highway Tools/Safety	\$ 2,000.00	\$ 2,954.55	148%	
13-6-00-906.100	Newspaper Ads	\$ 200.00	\$ 24.52	12%	
13-6-00-920.100	Office Labor	\$ 11,249.59	\$ 7,611.28	68%	
13-6-00-920.115	Employee Training	\$ -	\$ -	0%	
13-6-00-920.150	Employee Training	\$ -	\$ 54.00	0%	
13-6-00-920.200	Elected Official	\$ 900.00	\$ 913.82	102%	Annual
13-6-00-920.250	Tax Collector Fees	\$ 3,600.00	\$ 1,282.97	36%	
13-6-00-921.100	Supplies	\$ 2,303.65	\$ 1,928.23	84%	Slightly over budget
13-6-00-921.150	Village Reports	\$ 50.00	\$ -	0%	
13-6-00-921.200	Computer Expense	\$ 870.00	\$ 189.27	22%	
13-6-00-921.300	Communication Expense	\$ 1,500.00	\$ 759.14	51%	
13-6-00-921.400	Utilities - Electric	\$ 2,220.00	\$ 1,196.15	54%	
13-6-00-921.420	Utilities - Phone/Internet	\$ 2,100.00	\$ 971.61	46%	
13-6-00-921.440	Utilities - Fuel	\$ -	\$ 3,723.25	0%	budgeted under "village"
13-6-00-9221.60	Utilities - Water/Sewer	\$ -	\$ 1,612.40	0%	budgeted under "village"
13-6-00-921.500	Permits	\$ 750.00	\$ 73.87	10%	
13-6-00-923.100	Outside Services	\$ 1,500.00	\$ 410.61	27%	Brookfield, StFire
13-6-00-923.200	Highway Legal	\$ 1,500.00	\$ 897.50	60%	
13-6-00-923.360	VPPSA Management	\$ 5,500.00	\$ 3,877.63	71%	1 month pending
13-6-00-923.400	Audit	\$ 2,400.00	\$ 1,961.23	82%	
13-6-00-924.100	Property Insurance	\$ 1,130.60	\$ 847.95	75%	1st/2nd/3rd qtrs paid
13-6-00-924.200	Public Official Insurance	\$ 142.20	\$ 106.65	75%	1st/2nd/3rd qtrs paid
13-6-00-924.300	Liability Insurance	\$ 2,076.31	\$ 1,557.24	75%	1st/2nd/3rd qtrs paid
13-6-00-924.400	Bond Insurance	\$ -	\$ -	0%	
13-6-00-924.500	Vehicle/Equip Insurance	\$ 2,943.69	\$ 2,845.76	97%	1st/2nd/3rd qtrs paid, new truck endorsement
13-6-00-924.600	Unemployment Insurance	\$ 2,199.69	\$ 1,099.52	50%	
13-6-00-924.700	Workers Comp Insurance	\$ 13,134.00	\$ 10,511.48	80%	1st/2nd/3rd qtrs paid
13-6-00-926.100	FICA/MEDI	\$ 9,817.20	\$ 4,602.20	47%	
13-6-00-926.200	Health Insurance	\$ 24,161.23	\$ 17,158.14	71%	
13-6-00-926.250	Health Insurance-Opt Out	\$ 5,491.59	\$ 4,345.58	79%	
13-6-00-926.300	VMERS	\$ 8,662.24	\$ 7,266.97	84%	
13-6-00-926.400	Compensated Absenses	\$ 21,897.35	\$ 9,422.85	43%	
13-6-00-926.410	Employee Benefits-Clothing	\$ -	\$ 265.00	0%	
13-6-00-926.415	Childcare Tax Expense	\$ -	\$ 111.83	0%	
13-6-00-931.100	Garage Rent	\$ 21,612.00	\$ 21,576.00	100%	
13-6-00-931.400	Vehicle Rents	\$ -	\$ -	0%	
13-6-00-933.200	Mileage	\$ -	\$ 51.09	0%	
13-6-00-933.300	Backhoe	\$ 1,500.00	\$ 7,098.62	473%	

<b>HIGHWAY</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending:</b>		<b>August 31, 2024</b>			
13-6-00-933.310	Skid Steer	\$ 2,500.00	\$ 594.97	24%	
13-6-00-933.400	Truck Maintenance	\$ 150.00	\$ -	0%	
13-6-00-933.403	Truck 2 [2024 GMC Sierra 3500]		\$ 1,430.88	0%	
13-6-00-933.405	Truck 5 [F550 Dump]	\$ 4,000.00	\$ 1,165.22	29%	
13-6-00-933.406	Truck 6 [4200 Int'l Dump]	\$ 4,000.00	\$ 162.09	4%	
13-6-00-933.500	Fuel	\$ 6,500.00	\$ 5,060.69	78%	
13-6-11-700.100	DPW Labor-Winter	\$ 16,703.33	\$ 21,199.92	127%	<i>overbudget</i>
13-6-11-700.120	Pager On-Call	\$ 7,011.68	\$ 3,809.23	54%	
13-6-11-700.140	Stipend	\$ 3,360.00	\$ 3,150.00	94%	
13-6-11-700.200	Plowing Labor	\$ 35,850.00	\$ 8,050.58	22%	
13-6-11-710.100	Road Salt	\$ 15,000.00	\$ 8,401.92	56%	
13-6-11-710.110	Road Sand	\$ 1,500.00	\$ -	0%	
13-6-11-710.120	Road Paving	\$ 2,000.00	\$ 1,114.77	56%	
13-6-11-923.100	Winter Maintenance	\$ 19,525.57	\$ 19,525.57	100%	
13-6-11-930.000	Winter Misc.	\$ -	\$ -	0%	
13-6-12-700.100	DPW Labor-Summer	\$ 42,629.17	\$ 27,009.36	63%	
13-6-12-700.120	Pager On-Call	\$ 7,011.68	\$ 5,127.60	73%	
13-6-12-710.120	Road Paving	\$ 15,000.00	\$ 5,923.68	39%	
13-6-12-710.130	Road Cleaning	\$ 3,500.00	\$ 8.52	0%	
13-6-12-710.140	Road Marking	\$ 9,500.00	\$ -	0%	
13-6-12-710.160	Roadside/Trimming	\$ 3,500.00	\$ 4,460.67	127%	
13-6-12-710.200	Bridges/Culverts/Storm Drains	\$ 1,250.00	\$ 5,400.00	432%	<i>overbudget</i>
13-6-12-930.000	Summer Misc.	\$ -	\$ -	0%	
<b>Total Expenses</b>		<b>\$ 461,645.95</b>	<b>\$ 260,053.33</b>	<b>56%</b>	
<b>Net Income (Loss)</b>		<b>\$ 145,176.95</b>	<b>\$ (236,935.92)</b>	<b>-163%</b>	

<b>ELECTRIC</b>			
<b>Balance Sheet</b>			
<b>For Period Ending: August 31, 2024</b>			
<b>Account</b>	<b>Description</b>	<b>Balance</b>	<b>Notes</b>
21-1-00-012.000	Electric Checking	\$ -	
21-1-00-012.050	Due to / From (CASH)	\$ 204,138.76	
21-1-00-012.100	Cash UB Clearing	\$ -	
21-1-00-012.101	Electric Cash Clearing	\$ -	
21-1-00-012.102	Water/Sewer Cash Clearing	\$ 402.67	
21-1-00-012.200	Cash in Office	\$ 575.00	
21-1-00-012.300	Petty Cash	\$ 100.00	
21-1-00-107.000	CWIP	\$ 37,851.07	Hydro projects
21-1-00-108.000	Accumulated Depreciation	\$ (6,788,432.35)	
21-1-00-128.000	Defered Outflows-Pension	\$ 16,755.00	
21-1-00-129.100	Investment Velco Stock	\$ 75,300.00	
21-1-00-129.110	Investment Transco LLC	\$ 3,350.00	
21-1-00-129.120	Investment VPPSA/Transco	\$ 1,264,518.40	
21-1-00-129.200	US Bank/Bond 4 Cont Resev	\$ 371,420.94	
21-1-00-129.210	US Bank/Interest A/C	\$ 18,151.57	
21-1-00-129.220	US Bank/1998 Bond Princip	\$ 123,026.63	
21-1-00-130.100	CNB/Vehicle Savings	\$ 1,017.86	
21-1-00-130.120	CNB / Backhoe	\$ 2,752.46	
21-1-00-130.200	TD Bank/Debt Retirement	\$ 6,062.33	
21-1-00-130.300	Community/Hydro Proj Hold	\$ 19,830.48	
21-1-00-130.500	CNB/Capital Reserve	\$ 6,418.51	
21-1-00-142.100	Accts Rec / Utility	\$ 417,748.15	
21-1-00-142.200	Accts Rec / Service Bills	\$ 135,117.29	
21-1-00-142.300	Unbilled Revenue	\$ -	
21-1-00-143.100	Other A/R	\$ 4,916.21	
21-1-00-143.210	Tax Collections-AR	\$ 8,518.57	
21-1-00-144.000	Allowance for Doubtful Ac	\$ (20,000.00)	
21-1-00-154.100	Inventory / Materials	\$ 210,185.59	
21-1-00-154.200	Transformer Inventory	\$ -	
21-1-00-165.100	Prepaid Expenses	\$ -	
21-1-00-165.200	Prepaid Insurance	\$ -	
21-1-00-331.000	Hydro Structures	\$ 68,157.99	
21-1-00-332.000	Reservoirs and Dams	\$ 1,209,553.28	
21-1-00-333.000	Hydro Equipment	\$ 1,139,287.20	
21-1-00-341.000	Diesel Structures	\$ -	
21-1-00-247.000	Asset Retirement Cost-Other Gen	\$ 11,800.00	
21-1-00-350.000	Transmission ROW	\$ 123,964.12	
21-1-00-353.000	Trans Substation Equip	\$ 116,523.02	
21-1-00-355.000	Trans Pole Line & Fixt	\$ 671,036.92	
21-1-00-356.000	Trans Overhead Conductors	\$ 534,686.68	
21-1-00-360.000	Distribution ROW	\$ 2,716.02	
21-1-00-361.000	Differed Storm Damage	\$ 12,176.76	
21-1-00-362.000	Distr Substation Equip	\$ 168,665.99	
21-1-00-365.000	Pole Lines & Fixtures	\$ 4,161,200.14	
21-1-00-365.100	Overhead Conductors & Devices	\$ 201,994.49	
21-1-00-367.000	Underground	\$ 80,697.45	
21-1-00-368.000	Line Transform/Regulators	\$ 1,020,559.37	
21-1-00-369.000	Dist. Services	\$ 676,568.77	
21-1-00-370.000	Meters	\$ 120,969.68	

<b>ELECTRIC</b>			
<b>Balance Sheet</b>			
<b>For Period Ending: August 31, 2024</b>			
<b>Account</b>	<b>Description</b>	<b>Balance</b>	<b>Notes</b>
21-1-00-371.000	Install-Customer Premises	\$ -	
21-1-00-373.000	Street Lights	\$ 43,519.10	
21-1-00-390.000	General Structures and Eq	\$ 25,393.38	
21-1-00-391.000	Furniture & Fixtures	\$ 108,968.10	
21-1-00-392.000	Transportation Equipment	\$ 43,093.14	
21-1-00-394.000	Tools & Equipment	\$ 12,220.00	
21-1-00-397.000	Communication Equipment	\$ -	
<b>Total Assets</b>		<b>\$ 6,673,476.74</b>	
21-2-00-221.100	Vt Municipal Bond #3	\$ -	<i>total debt = 43.1% total assets</i>
21-2-00-221.110	Vt Municipal Bond #4	\$ 785,000.00	
21-2-00-221.120	Vt Municipal Bond #5	\$ 1,355,000.00	
21-2-00-228.000	Defered Inflows-Pension	\$ 15,116.00	
21-2-00-231.000	Notes Payable	\$ -	
21-2-00-231.200	CNB/ 900k Operating	\$ 622,145.96	
21-2-00-231.210	Pass./ Hydro Electric Loan	\$ 115,457.84	
21-2-00-232.100	Accounts Payable	\$ -	
21-2-00-232.200	Overbill Refunds Payable	\$ 38,776.11	
21-2-00-233.000	Net Pension Liability	\$ 154,951.00	
21-2-00-235.100	Customer Deposits	\$ 32,461.65	
21-2-00-235.150	Customer Deposit Interest	\$ -	
21-2-00-242.000	Accrued Payroll	\$ -	
21-2-00-242.100	VT Sales Tax	\$ 3,233.49	
21-2-00-242.200	EEC Accrual	\$ 15,754.52	
21-2-00-242.300	Accrued Sick Time	\$ 4,039.45	
21-2-00-242.350	Accrued Vacation	\$ 2,575.73	
21-2-00-242.500	Payroll Clearing	\$ -	
21-2-00-242.550	Accrued Liabilities	\$ -	
21-2-00-242.600	Accrued Purchase Power	\$ -	
21-2-00-252.000	Customer Advance Payments	\$ 226,688.11	
21-2-00-254.000	Other Regulatory Liabilities	\$ 7.71	
21-3-00-000.000	Fund Balance	\$ -	
21-3-00-215.000	Appropriated Earnings	\$ 36,062.84	
21-3-00-216.000	Unappropriated Earnings	\$ 2,707,822.72	
		\$ 6,115,093.13	
Current Year Net Income (Loss)		<b>\$ 558,383.61</b>	
Total Liabilities & Earnings		<b>\$ 6,673,476.74</b>	
<b>Variance</b>		<b>\$ -</b>	

<b>ELECTRIC</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending: August 31, 2024</b>					
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
21-4-00-415.100	Materials Sold	\$ 15,000.00	\$ 8,436.93	56%	
21-4-00-415.200	Service Bill Labor/ Equip	\$ 20,000.00	\$ 114,526.10	573%	Comcast/NEK MR work/New Services
21-4-00-415.300	Service Revenue-Contractor L/M	\$ 12,500.00	\$ 426,829.56	3415%	Comcast/NEK MR work
21-4-00-417.140	Del Tax Collector Fees	\$ 750.00	\$ 154.68	21%	
21-4-00-417.200	FEMA Aid	\$ -	\$ -	0%	
21-4-00-419.100	Interest Income	\$ 15,000.00	\$ 13,962.62	93%	
21-4-0-419.120	Interest Income-Elect Tx	\$ 250.00	\$ 300.32	120%	
21-4-00-419.200	Customer Account Penalties	\$ 15,000.00	\$ 9,142.43	61%	
21-4-00-419.400	Bond Interest	\$ -	\$ -	0%	
21-4-00-419.500	Transco Settlement (on bill)	\$ 67,500.64	\$ 35,972.33	53%	
21-4-00-419.510	Interest Inc-Transco Dire	\$ 420.00	\$ 1,285.51	306%	
21-4-00-419.520	Interest Inc-Transco NUOp	\$ 1,000.00	\$ 1,488.68	149%	
21-4-00-419.600	VELCO Dividend (check)	\$ 8,672.00	\$ 4,329.75	50%	
21-4-00-421.000	Misc. Income	\$ 250.00	\$ 6,444.60	2578%	\$3,193 Scrap Copper; \$2,160 VERT
21-4-00-421.100	Transco Net Credit (principal)	\$ 137,002.85	\$ 68,716.44	50%	
21-4-00-421.200	Misc Rev-Gain on Sale-Pro	\$ -	\$ 1,000.00	0%	
21-4-00-440.100	Residential Sales	\$ 2,366,397.00	\$ 1,490,202.71	63%	
21-4-00-440.150	Residential Sales Surcharge	\$ -	\$ -	0%	
21-4-00-442.100	Commercial Sales	\$ 591,191.00	\$ 373,553.86	63%	
21-4-00-442.150	Commercial Sales Surcharge	\$ -	\$ -	0%	
21-4-00-444.100	Public Street Lighting	\$ 30,661.00	\$ 18,309.53	60%	
21-4-00-444.150	Street Lighting Surcharge	\$ -	\$ -	0%	
21-4-00-445.100	Municipal	\$ 52,143.00	\$ 37,864.24	73%	
21-4-00-445.150	Municipal Surcharge	\$ -	\$ -	0%	
21-4-00-445.200	Public Authority	\$ 124,718.00	\$ 79,251.59	64%	
21-4-00-445.250	Public Authority Surcharge	\$ -	\$ -	0%	
21-4-00-449.000	Revenue Unbilled	\$ -	\$ -	0%	
21-4-00-451.000	Disconnect / Reconnect	\$ 3,500.00	\$ 8,520.00	243%	
21-4-00-453.000	Hydro LIHI Credits	\$ -	\$ -	0%	
21-4-00-454.000	Rent Income	\$ -	\$ -	0%	
21-4-00-454.300	Pole Attachment Rental	\$ 3,500.00	\$ -	0%	
21-4-00-454.350	Pole Attachment-Survey Fee	\$ 5,000.00	\$ 5,957.00	119%	
21-4-00-456.000	DOE Hydro Incentive	\$ -	\$ -	0%	
		<b>\$ 3,470,455.49</b>	<b>\$ 2,706,248.88</b>	<b>78%</b>	
<b>Total Revenues</b>					
21-6-00-403.000	Depreciation Expense	\$ 300,000.00	\$ -	0%	
21-6-00-408.110	Fuel Gross Tax	\$ 16,000.00	\$ 10,047.36	63%	
21-6-00-408.120	Gross Revenue Tax	\$ 16,000.00	\$ 16,646.34	104%	Annual
21-6-00-408.200	Property Tax	\$ 135,000.00	\$ -	0%	
21-6-00-408.210	PILOT	\$ 13,125.00	\$ 13,125.00	100%	Annual
21-6-00-408.300	Other Taxes	\$ -	\$ -	0%	
21-6-00-431.100	Interest Expense	\$ 118,336.88	\$ 64,082.90	54%	
21-6-00-431.150	Interest Exp-Customer Dep	\$ 750.00	\$ 469.12	63%	
21-6-00-431.200	Finance Charges/Fees	\$ 750.00	\$ 73.13	10%	
21-6-00-535.000	Hydro Labor	\$ 35,291.99	\$ 25,232.07	71%	
21-6-00-545.000	Hydro Operating Expenses	\$ 30,000.00	\$ 15,747.75	52%	
21-6-00-546.000	Diesel Labor	\$ -	\$ -	0%	
21-6-00-549.000	Diesel Operating Expenses	\$ -	\$ -	0%	
21-6-00-555.000	Purchased Power	\$ 1,362,032.73	\$ 545,606.26	40%	2 month CDA pending
21-6-00-555.100	Sunset Solor Credits	\$ (1,000.00)	\$ (2,952.62)	295%	
21-6-00-555.200	Hydro LIHI Credits	\$ (129,132.46)	\$ (102,396.00)	79%	2 month CDA pending
21-6-00-561.000	Transmission Labor	\$ -	\$ -	0%	
21-6-00-574.000	Transmission Plant Mainte	\$ 1,500.00	\$ 3,733.41	249%	
21-6-00-580.000	Distribution Labor	\$ -	\$ -	0%	
21-6-00-580.100	Distribution Labor	\$ 9,303.71	\$ 16,165.11	174%	
21-6-00-580.115	Distribution-Contract Labor	\$ 594,880.00	\$ 343,987.50	58%	1 months pending
21-6-00-580.116	Distribution-Contract OnCall	\$ 45,760.00	\$ 26,400.00	58%	1 months pending
21-6-00-580.117	Distribution Labor - Outages (Internal & NonC	\$ 2,500.00	\$ 19,525.60	781%	

<b>ELECTRIC</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending: August 31, 2024</b>					
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
21-6-00-580.118	Disribution Labor - Capital	\$ (75,000.00)	\$ (11,016.40)	15%	
21-6-00-580.120	Customer Jobs	\$ 65,000.00	\$ 574,369.22	884%	<i>NEK/Comcast Work</i>
21-6-00-580.140	Distrib Lb/Equip Outages [DLC]	\$ 95,000.00	\$ 49,978.41	53%	<i>1 months pending</i>
21-6-00-580.142	Distrib Lb/Equip Outages [NDLC]	\$ -	\$ 29,921.37	0%	<i>1 months pending</i>
21-6-00-580.145	Capital Outage Repair	\$ -	\$ -	0%	
21-6-00-580.150	Distribution Labor-GIS	\$ -	\$ -	0%	
21-6-00-580.160	Pager	\$ -	\$ -	0%	
21-6-00-580.200	Training / Line Apprentic	\$ 500.00	\$ 78.00	16%	
21-6-00-582.100	Dist Line/ Station Expense	\$ 2,500.00	\$ 1,052.82	42%	
21-6-00-582.200	Tools	\$ 1,500.00	\$ (16.70)	-1%	
21-6-00-586.000	Meter Expense	\$ 10,000.00	\$ 9,383.00	94%	
21-6-00-590.000	Dist. Maint. Labor	\$ 4,500.00	\$ -	0%	
21-6-00-592.000	Dist. Maint. Structure/Eq	\$ 10,000.00	\$ -	0%	
21-6-00-593.100	Line Clearing-Internal Labor	\$ 4,500.00	\$ 2,749.48	61%	
21-6-00-593.105	Line Clearing/Contractor	\$ 100,000.00	\$ 40,214.84	40%	
21-6-00-593.110	Line Clearing Contra	\$ (25,000.00)	\$ (4,916.21)	20%	
21-6-00-593.115	Distrib Maint- OH Lines	\$ 65,000.00	\$ 28,182.35	43%	
21-6-00-595.000	Dist. Main. Line Transformers	\$ 2,500.00	\$ 6,273.22	251%	
21-6-00-596.000	Dist. Maint. Street Light	\$ 2,500.00	\$ -	0%	
21-6-00-598.000	Dist. Maint. Other	\$ 250.00	\$ -	0%	
21-6-00-902.000	Meter Reading Labor	\$ 83,200.00	\$ 48,000.00	58%	<i>1 months pending</i>
21-6-00-903.000	Customer Records & Collections	\$ 30,000.00	\$ 8,175.00	27%	
21-6-00-904.000	Uncollectable Accounts	\$ 10,000.00	\$ (3,097.29)	-31%	
21-6-00-906.100	Newspaper Ads	\$ 500.00	\$ 247.34	49%	
21-6-00-916.100	Misc Sales Expenses	\$ -	\$ -	0%	
21-6-00-916.200	Misc Sales Exp-RES Incent	\$ -	\$ -	0%	
21-6-00-920.100	Office Salaries	\$ 112,666.37	\$ 76,637.76	68%	
21-6-00-920.150	Employee Training	\$ 500.00	\$ -	0%	
21-6-00-920.200	Elected Official Salaries	\$ 900.00	\$ 1,038.85	115%	<i>Annual</i>
21-6-00-920.250	Electric Tax Collector Fees	\$ 750.00	\$ 300.58	40%	
21-6-00-921.100	Supplies	\$ 24,500.00	\$ 19,888.70	81%	<i>overbudget</i>
21-6-00-921.150	Village Reports	\$ 75.00	\$ -	0%	
21-6-00-921.200	Computer Expense	\$ 8,120.00	\$ 8,373.78	103%	
21-6-00-921.300	Communication Expense	\$ 7,500.00	\$ 941.86	13%	
21-6-00-921.420	Utilities - Phone	\$ 1,250.00	\$ -	0%	
21-6-00-921.500	Permits, Licenses and Due	\$ 2,500.00	\$ 2,899.31	116%	<i>annual</i>
21-6-00-923.100	Outside Services	\$ 35,000.00	\$ 513.00	1%	
21-6-00-923.200	Legal Services	\$ 25,000.00	\$ 1,078.00	4%	
21-6-00-923.300	VPPSA - Admin Fees	\$ 107,436.00	\$ 42,431.61	39%	<i>2 month pending</i>
21-6-00-923.330	VPPSA-GIS Project Fees	\$ 12,497.00	\$ 7,924.72	63%	
21-6-00-923.335	VPPSA-AMI Project Fees	\$ -	\$ -	0%	
21-6-00-923.350	RES Project Cost	\$ 70,649.00	\$ 44,175.63	63%	
21-6-00-923.360	VPPSA Mgmt Services	\$ 54,995.20	\$ 39,074.34	71%	<i>1 month pending</i>
21-6-00-923.400	Audit Services	\$ 22,400.00	\$ 19,786.81	88%	
21-6-00-924.100	Property Insurance	\$ 13,607.35	\$ 10,847.42	80%	<i>3 qtrs paid</i>
21-6-00-924.150	Boiler/Machinery Insuranc	\$ 7,857.88	\$ 3,830.56	49%	<i>1 qtr pd, 1 qtr missed from CY2023</i>
21-6-00-924.200	Public Official Insurance	\$ 142.20	\$ 106.65	75%	<i>3 qtrs paid</i>
21-6-00-924.300	Liability Insurance	\$ 4,066.27	\$ 3,049.71	75%	<i>3 qtrs paid</i>
21-6-00-924.400	Bond Insurance	\$ -	\$ -	0%	
21-6-00-924.500	Vehicle Insurance	\$ 1,407.54	\$ 1,055.67	75%	<i>3 qtrs paid</i>
21-6-00-924.600	Unemployment Insurance	\$ 813.12	\$ 1,159.69	143%	<i>3 qtrs paid</i>
21-6-00-924.700	Workers Comp Insurance	\$ 4,855.00	\$ 4,668.13	96%	<i>3 qtrs paid</i>
21-6-00-926.100	FICA/MEDI	\$ 14,526.86	\$ 6,677.56	46%	
21-6-00-926.200	Health Insurance	\$ 34,891.23	\$ 25,451.22	73%	
21-6-00-926.250	Health Insurance Opt Out	\$ -	\$ -	0%	
21-6-00-926.300	Municipal Retirement	\$ 9,436.90	\$ 2,548.41	27%	
21-6-00-926.400	Compensated Absences	\$ 28,131.58	\$ 7,842.64	28%	
21-6-00-926.415	Childcare Tax Expense	\$ -	\$ 53.40	0%	
21-6-00-928.000	Regulatory Commission (SQ	\$ 350.00	\$ 940.00	269%	
21-6-00-930.000	Misc. Expense	\$ 150.00	\$ -	0%	



<b>ELECTRIC</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending: August 31, 2024</b>					
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
21-6-00-931.100	Garage Rent	\$ 21,000.00	\$ 20,664.00	98%	
21-6-00-931.150	Garage Rent (Int./Princ.)	\$ -	\$ -	0%	
21-6-00-931.200	Office Rent	\$ 9,600.00	\$ 9,540.00	99%	
21-6-00-931.300	Railroad Crossing Lease	\$ 1,100.00	\$ 1,029.00	94%	
21-6-00-933.100	Transportation Equipment	\$ 750.00	\$ -	0%	
21-6-00-933.200	Transportation Mileage	\$ 2,500.00	\$ 449.35	18%	
21-6-00-933.300	Backhoe	\$ -	\$ -	0%	
21-6-00-933.400	Truck Maintenance	\$ -	\$ -	0%	
21-6-00-933.410	Bucket Truck	\$ -	\$ 293.95	0%	
21-6-00-933.420	Digger Truck	\$ 4,500.00	\$ 7,612.02	169%	
21-6-00-933.430	Line Truck	\$ -	\$ (90.44)	0%	
21-6-00-933.440	Meter Truck	\$ -	\$ -	0%	
21-6-00-933.500	Truck Fuel	\$ 1,000.00	\$ -	0%	
21-6-00-935.100	Maint of General Plant-Remediation	\$ 10,000.00	\$ -	0%	
<b>Total Expenses</b>		<b>\$ 3,595,972.35</b>	<b>\$ 2,147,865.27</b>	<b>60%</b>	
<b>Net Income (Loss)</b>		<b>\$ (125,516.86)</b>	<b>\$ 558,383.61</b>	<b>-445%</b>	

<b>WATER</b>			
<b>Balance Sheet</b>			
<b>For Period Ending:</b>		<b>August 31, 2024</b>	
<b>Account</b>	<b>Description</b>	<b>Balance</b>	<b>Notes</b>
23-1-00-012.050	Due to / From (CASH)	\$ 32,493.21	
23-1-00-012.100	Cash UD Clearing	\$ -	
23-1-00-107.000	CWIP	\$ -	
23-1-00-108.000	Accumulated Depreciation	\$ (3,011,277.29)	
23-1-00-120.000	Water Checking	\$ -	
23-1-00-128.000	Defered Outflows-Pension	\$ 2,641.00	
23-1-00-130.120	Community / Backhoe	\$ 3,001.18	
23-1-00-130.130	Community / Capital Reser	\$ 82,031.46	
23-1-00-130.140	Community / Major Repair	\$ 15,170.47	
23-1-00-142.100	Accts Rec / Utility	\$ 24,329.71	
23-1-00-142.200	Accts Rec / Service Bills	\$ 1,101.75	
23-1-00-142.300	Unbilled Revenue	\$ -	
23-1-00-143.100	Other Accounts Receivable	\$ -	
23-1-00-143.200	Taxes/Assessment Fee Receivable	\$ 744.39	
23-1-00-143.210	Tax Collections-Water AR	\$ 7,339.99	
23-1-00-143.250	Taxes/Assessment Fee Interest Rec	\$ -	
23-1-00-144.000	Allowance for Doubtful Ac	\$ (1,000.00)	
23-1-00-154.100	Inventory / Materials	\$ 38,450.45	
23-1-00-165.000	Prepaid Expenses	\$ -	
23-1-00-165.200	Prepaid Insurance	\$ -	
23-1-00-361.000	Dist. Structures and Equipment	\$ 3,950,750.00	
23-1-00-362.000	Station Equipment	\$ 56,362.99	
23-1-00-390.000	General Structures and Equipmnet	\$ 2,212,727.82	
23-1-00-391.000	Office Furniture and Equipment	\$ 22,809.00	
23-1-00-392.000	Transpotation Equipment	\$ 35,218.50	
<b>Total Assets</b>		<b>\$ 3,472,894.63</b>	
23-2-00-221.150	VMBB 2012 Series 4 & 5 Water	\$ 122,860.43	<i>LTD = 22.3% total assets</i>
23-2-00-221.200	School Street Bond 2016	\$ 71,198.71	
23-2-00-228.000	Defered Inflows-Pension	\$ 2,383.00	
23-2-00-231.200	CNB/10YR Capital Improv.	\$ 25,329.56	
23-2-00-231.220	CNB / Revenue Anticipatio	\$ -	
23-2-00-231.300	USDA / Improvement Loan	\$ 546,651.46	
23-2-00-231.400	State of VT / Loan # AR3	\$ 9,417.56	
23-2-00-232.100	Accounts Payables	\$ -	
23-2-00-232.200	Overbill Refunds Payable	\$ 1,543.42	
23-2-00-233.000	Net Pension Liability	\$ 12,385.00	
23-2-00-242.000	Accrued Payroll	\$ -	
23-2-00-242.100	VT Sales Tax	\$ -	
23-2-00-242.300	Accrued Sick Time	\$ 795.25	
23-2-00-242.350	Accrued Vacation Time	\$ 480.43	

23-2-00-531.500	Passumpsic /Tax Anticipation Note	\$ -	
23-3-00-000.000	Fund Balance	\$ -	
23-3-00-215.000	Appropriated Earning	\$ 100,169.43	
23-3-00-216.000	Unappropriated Earnings	\$ 2,602,606.07	
		\$ 3,495,820.32	
Current Year Net Income (Loss)		\$ (22,925.69)	
Total Liabilities & Earnings		\$ 3,472,894.63	
Variance		\$ -	

<b>WATER</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending:</b>		<b>August 31, 2024</b>			
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
23-4-00-415.100	Materials Sold	\$ -	\$ 32.27	0%	
23-4-00-415.200	Service Bill Labor/Equip	\$ 250.00	\$ 538.00	215%	
23-4-00-417.100	Taxes & Assessment Fees	\$ 68,804.00	\$ -	0%	
23-4-00-417.120	Tax & Assessment Fee Interest	\$ 1,000.00	\$ 773.62	77%	
23-4-00-417.140	Del Tax Collector's Fees	\$ 1,500.00	\$ 1,154.54	77%	
23-4-00-417.200	Grant Funds	\$ -	\$ -	0%	
23-4-00-419.100	Misc. Interest Income	\$ 50.00	\$ 29.70	59%	
23-4-00-419.200	Customer Accounts Penalti	\$ 1,700.00	\$ 915.96	54%	
23-4-00-419.400	Bond Interest	\$ -	\$ -	0%	
23-4-00-421.000	Misc. Income	\$ -	\$ -	0%	
23-4-00-421.200	Gain(Loss) on Disposition of Plt	\$ -	\$ -	0%	
23-4-00-440.100	Water Sales	\$ 245,167.79	\$ 151,520.77	62%	<i>slightly underbudget</i>
23-4-00-451.000	Disconnect / Reconnect	\$ -	\$ -	0%	
<b>Total Revenues</b>		<b>\$ 318,471.79</b>	<b>\$ 154,964.86</b>	<b>49%</b>	
23-6-00-403.000	Depreciation Expense	\$ 180,000.00	\$ -	0%	
23-6-00-408.300	Water/Sewer Assessment Fees	\$ 1,700.00	\$ -	0%	
23-6-00-431.100	Interest Expense	\$ 11,997.13	\$ 7,754.02	65%	
23-6-00-431.200	Finance Charges and Fees	\$ 1,500.00	\$ 3.73	0%	
23-6-00-574.000	Transmission Plant Mainte	\$ -	\$ -	0%	
23-6-00-580.000	Water Labor-Operations	\$ 56,576.40	\$ 63,632.85	112%	<i>overbudget!</i>
23-6-00-580.100	Water Labor-Training	\$ 250.00	\$ -	0%	
23-6-00-580.120	Water Labor-Customer Jobs	\$ 200.00	\$ -	0%	
23-6-00-582.100	Line / Station Expense	\$ 10,000.00	\$ 1,359.86	14%	
23-6-00-582.110	Line/Station Expense-Chemicals	\$ 20,000.00	\$ 9,591.93	48%	
23-6-00-582.115	Line/Station Expense-Testing	\$ 3,500.00	\$ 3,121.37	89%	
23-6-00-582.116	Line/Station Expense-Scada	\$ 1,500.00	\$ 415.50	28%	
23-6-00-582.200	Water Tools	\$ 3,100.00	\$ 61.36	2%	
23-6-00-582.300	Hydrants	\$ 2,000.00	\$ 1,120.00	56%	
23-6-00-582.320	Reservoir	\$ -	\$ -	0%	
23-6-00-586.000	Water Meters	\$ 2,500.00	\$ -	0%	
23-6-00-588.100	Misc Distribution Exp-Storm Related	\$ -	\$ 2,644.32	0%	
23-6-00-590.000	Water Labor-Maintenance	\$ 4,587.28	\$ 3,265.33	71%	
23-6-00-592.000	Maint of Structures & Equipment	\$ 7,000.00	\$ 2,508.07	36%	
23-6-00-594.000	Maint of Water Lines-Materials	\$ 6,000.00	\$ 248.17	4%	
23-6-00-600.100	UP Operations Contact	\$ -	\$ -	0%	
23-6-00-600.200	UP Maintenance	\$ -	\$ -	0%	
23-6-00-902.000	Meter Reading Expense	\$ 2,000.00	\$ 1,527.84	76%	<i>overbudget</i>
23-6-00-904.000	Uncollectable Account	\$ 500.00	\$ -	0%	
23-6-00-920.100	Office Salaries	\$ 17,897.08	\$ 12,008.16	67%	
23-6-00-920.150	Employee Training	\$ 250.00	\$ -	0%	
23-6-00-920.200	Elected Official Salaries	\$ 900.00	\$ 922.11	102%	<i>Annual</i>
23-6-00-920.250	Tax Collector Fees	\$ 1,500.00	\$ 1,133.77	76%	
23-6-00-921.100	Office Supplies	\$ 3,685.13	\$ 3,653.97	99%	<i>overbudget</i>
23-6-00-921.150	Village Reports	\$ 50.00	\$ -	0%	
23-6-00-921.200	Computer Expense	\$ 870.00	\$ 1,403.59	161%	
23-6-00-921.300	Dispatch Expense	\$ -	\$ -	0%	
23-6-00-921.400	Utilities - Electric	\$ 7,750.00	\$ 5,654.04	73%	
23-6-00-921.420	Utilities-Phone	\$ 2,000.00	\$ 1,434.60	72%	
23-6-00-921.440	Utilities - Fuel	\$ 7,000.00	\$ 6,042.37	86%	
23-6-00-921.500	Permits Licenses and Dues	\$ 1,750.00	\$ 1,322.80	76%	
23-6-00-923.100	Outside Services	\$ 1,000.00	\$ 7,042.08	704%	<i>Fred's Energy [Repairs]</i>
23-6-00-923.110	Lawn Care	\$ 1,415.36	\$ 276.41	20%	
23-6-00-923.360	VPPSA Management	\$ 8,760.00	\$ 6,289.36	72%	<i>1 months pending</i>
23-6-00-923.400	Audit Expense	\$ 2,400.00	\$ 3,197.92	133%	<i>Annual</i>
23-6-00-923.500	IT Services	\$ -	\$ -	0%	
23-6-00-924.100	Property Insurance	\$ 1,796.56	\$ 1,347.42	75%	<i>1st/2nd/3rd qtrs paid</i>

<b>WATER</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending:</b>		<b>August 31, 2024</b>			
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
23-6-00-924.150	Boiler/Machinery Insuranc	\$ 6,006.93	\$ 3,351.36	56%	
23-6-00-924.200	Pubic Official Insurance	\$ 142.20	\$ 106.65	75%	<i>1st/2nd/3rd qtrs paid</i>
23-6-00-924.300	Liability Insurance	\$ 1,617.53	\$ 1,213.14	75%	<i>1st/2nd/3rd qtrs paid</i>
23-6-00-924.400	Bond Insurance	\$ -	\$ -	0%	
23-6-00-924.500	Vehicle Insurance	\$ -	\$ -	0%	
23-6-00-924.600	Unemployment Insurance	\$ 951.68	\$ 713.88	75%	<i>1st/2nd/3rd qtrs paid</i>
23-6-00-924.700	Workers Comp Insurance	\$ 5,682.33	\$ 4,930.07	87%	<i>1st/2nd/3rd qtrs paid</i>
23-6-00-926.100	FICA/MEDI	\$ 7,175.99	\$ 5,570.21	78%	
23-6-00-926.200	Health Insurance	\$ 8,044.57	\$ 4,480.18	56%	
23-6-00-926.300	Municipal Retirement	\$ 7,175.99	\$ -	0%	
23-6-00-926.400	Compensated Absences	\$ 12,743.01	\$ 4,731.38	37%	
23-6-00-926.410	Employee Benefits-Clothing	\$ -	\$ -	0%	
23-6-00-926.415	Childcare Tax Expense	\$ -	\$ 70.56	0%	
23-6-00-930.000	Misc. Expense	\$ -	\$ -	0%	
23-6-00-931.200	Office Rent	\$ 1,550.00	\$ 1,524.00	98%	<i>Annual</i>
23-6-00-931.300	Railroad Crossing Lease	\$ 2,200.00	\$ 2,200.00	100%	<i>Annual</i>
23-6-00-931.400	Vehicle Rent	\$ -	\$ -	0%	
23-6-00-933.200	Transportation Mileage	\$ -	\$ 16.17	0%	
23-6-00-933.300	Backhoe	\$ 300.00	\$ -	0%	
23-6-00-933.500	Truck Fuel	\$ -	\$ -	0%	
				0%	
<b>Total Expenses</b>		\$ 427,525.17	\$ 177,890.55	42%	
<b>Net Income (Loss)</b>		<b>\$ (109,053.38)</b>	<b>\$ (22,925.69)</b>	<b>21%</b>	

<b>WASTE WATER</b>			
<b>Balance Sheet</b>			
<b>For Period Ending:</b>		<b>August 31, 2024</b>	
<b>Account</b>	<b>Description</b>	<b>Balance</b>	<b>Notes</b>
24-1-00-012.050	Due to / From (CASH)	\$ 71,423.25	
24-1-00-012.100	Cash UB Clearing	\$ -	
24-1-00-107.000	CWIP	\$ 53,466.74	
24-1-00-108.000	Accumulated Depreciation	\$ (3,970,256.23)	
24-1-00-120.000	Sewer Checking	\$ -	
24-1-00-128.000	Deferred Outflows-Pension	\$ 25,223.00	
24-1-00-130.120	Community / Backhoe	\$ 2,701.04	
24-1-00-130.130	Community / Capital Reser	\$ 24,922.99	
24-1-00-130.140	Community / Major Repair	\$ 23,797.98	
24-1-00-142.100	Accts Rec / Utility	\$ 30,560.71	
24-1-00-142.200	Accts Rec / Service Bills	\$ -	
24-1-00-142.300	Unbilled Revenue	\$ -	
24-1-00-143.100	Other Accounts Receivable	\$ -	
24-1-00-143.200	Tax/Assessment Fee Receivable	\$ 641.61	
24-1-00-143.210	Tax Collections-WW AR	\$ 9,238.35	
24-1-00-143.250	Tax/Assessment Fee Interest Rec	\$ -	
24-1-00-144.000	Allowance For Doubtful Ac	\$ (1,000.00)	
24-1-00-154.100	Inventory / Materials	\$ 10,386.52	
24-1-00-165.100	Prepaid Expenses	\$ -	
24-1-00-165.200	Prepaid Insurance	\$ 0.01	
24-1-00-233.000	Net Pension Liability	\$ -	
24-1-00-389.000	Land	\$ -	
24-1-00-390.000	General Structures and Eq	\$ 6,753,323.33	
24-1-00-392.000	Transportation Equipment	\$ 37,738.43	
<b>Total Assets</b>		<b>\$ 3,072,167.73</b>	
24-2-00-221.150	VMBB 2012 Series 4 & 5	\$ 45,396.22	<i>LTD=17.9% of total assets</i>
24-2-00-221.200	VMBB-RF1-341.1.0	\$ 11,450.00	
24-2-00-228.000	Deferred Inflows-Pension	\$ 22,755.00	
24-2-00-231.140	Notes Payable-WW/Village	\$ 200,000.00	
24-2-00-231.320	USDA / Improvement Loan #	\$ 293,782.26	
24-2-00-232.100	Accounts Payable	\$ -	
24-2-00-232.200	Overbill Refunds Payable	\$ 1,890.07	
24-2-00-233.000	Net Pension Liability	\$ (1,925.00)	
24-2-00-242.000	Accrued Payroll	\$ -	
24-2-00-242.300	Accrued Sick Time	\$ 2,923.20	
24-2-00-242.350	Accrued Vacation Time	\$ 1,928.71	
24-3-00-000.000	Fund Balance	\$ -	
24-3-00-215.000	Appropriated Earnings	\$ 51,404.74	
24-3-00-216.000	Unappropriated Earnings	\$ 2,435,366.03	
		\$ 3,064,971.23	
Current Year Net Income (Loss)		\$ 7,196.50	
Total Liabilities & Earnings		\$ 3,072,167.73	
Variance		\$ -	

<b>WASTE WATER</b>					
<b>Profit &amp; Loss Statement</b>					
<b>For Period Ending:</b>		<b>August 31, 2024</b>			
<b>Account</b>	<b>Description</b>	<b>2024 Budget</b>	<b>2024 YTD</b>	<b>Actual as % of Budget</b>	<b>Notes</b>
24-4-00-415.100	Materials Sold	\$ -	\$ -	0%	
24-4-00-415.200	Service Bill Labor	\$ -	\$ -	0%	
24-4-00-417.100	Taxes and Assessment Fees	\$ 65,540.05	\$ -	0%	
24-4-00-417.120	Tax and Assessment Fee Interest	\$ 1,500.00	\$ 813.32	54%	
24-4-00-417.140	Del Tax Collector Fees	\$ 1,500.00	\$ 1,570.77	105%	
24-4-00-417.200	Grant Funds	\$ -	\$ -	0%	
24-4-00-419.100	Misc. Interest Income	\$ 100.00	\$ 21.25	21%	
24-4-00-419.200	Customer Account Penalties	\$ 2,000.00	\$ 1,155.31	58%	
24-4-00-421.000	Misc Income	\$ -	\$ -	0%	
24-4-00-421.200	Gain(Loss) on Disposition of Plt	\$ -	\$ -	0%	
24-4-00-440.100	Waste Water Sales	\$ 373,462.14	\$ 210,632.98	56%	<i>Slightly underbudget</i>
24-4-00-447.100	Sales for ReSale-Glover	\$ 124,414.78	\$ 82,943.20	67%	
24-4-00-447.110	Sales for ReSale-Glover DS	\$ 465.24	\$ 310.16	67%	
24-4-00-447.115	Sales for ResaleGlover Capital	\$ 5,350.40	\$ -	0%	
24-4-00-451.000	Disconnect / Reconnect	\$ -	\$ -	0%	
				0%	
<b>Total Revenues</b>		<b>\$ 574,332.61</b>	<b>\$ 297,446.99</b>	<b>52%</b>	
24-6-00-403.000	Depreciation Expense	\$ 155,000.00	\$ -	0%	
24-6-00-408.300	Water/Sewer Assessment Fees	\$ 2,850.00	\$ -	0%	
24-6-00-431.100	Interest	\$ 7,543.24	\$ 8,805.58	117%	<i>\$1,600 to village not bdt'd</i>
24-6-00-431.200	Finance Charges and Fees	\$ 100.00	\$ 3.61	4%	
24-6-00-580.000	Sewer Labor-Operations	\$ 118,686.65	\$ 83,295.79	70%	
24-6-00-580.100	Sewer Line Expenses	\$ 5,000.00	\$ 795.85	16%	
24-6-00-580.115	Sewer Labor-Training	\$ 5,000.00	\$ 5,035.69	101%	<i>overbudget</i>
24-6-00-580.120	Sewer Exp-Customer Jobs	\$ -	\$ -	0%	
24-6-00-582.100	Station Expenses	\$ 10,000.00	\$ 7,301.52	73%	
24-6-00-582.110	Sewer/Line Exp-Chemicals	\$ 30,000.00	\$ 18,916.64	63%	
24-6-00-582.115	Sewer/Line Exp-Testing	\$ 9,500.00	\$ 2,298.68	24%	
24-6-00-582.116	Sewer/Line Exp-Scada	\$ 3,500.00	\$ -	0%	
24-6-00-582.200	Sewer Tools	\$ 1,500.00	\$ 286.34	19%	
24-6-00-588.100	Sewer Distrib Maint-Storm Damages	\$ -	\$ -	0%	
24-6-00-590.000	Sewer Labor-Maintenance	\$ 8,364.72	\$ 1,261.44	15%	
24-6-00-592.100	Maint of Struct & Equip-Plant	\$ 10,000.00	\$ 7,231.24	72%	<i>overbudget</i>
24-6-00-592.110	Maint of Struct & Equip-Lift Station	\$ 3,500.00	\$ 2,198.28	63%	
24-6-00-592.120	Maint of Struct & Equip-Scada	\$ -	\$ 4,064.24	0%	
24-6-00-594.000	Sewer Maintenance of Lines	\$ 7,500.00	\$ 1,285.20	17%	
24-6-00-600.100	UP Operations Contract	\$ -	\$ -	0%	
24-6-00-600.200	UP Maintenance	\$ -	\$ -	0%	
24-6-00-600.300	Sludge Removal	\$ 25,000.00	\$ 7,920.00	32%	
24-6-00-610.000	Sludge Disposal	\$ 15,000.00	\$ 5,017.69	33%	
24-6-00-620.000	Grit Disposal	\$ 1,200.00	\$ 648.23	54%	
24-6-00-902.000	Meter Reading	\$ 2,000.00	\$ 1,527.84	76%	<i>overbudget</i>
24-6-00-904.000	Uncollectable Accounts	\$ -	\$ -	0%	
24-6-00-920.100	Office Salaries	\$ 17,385.73	\$ 11,628.59	67%	
24-6-00-920.150	Employee Training	\$ 1,500.00	\$ 158.00	11%	
24-6-00-920.200	Elected Official Salaries	\$ 900.00	\$ 921.40	102%	<i>Annual</i>
24-6-00-920.250	Tax Collector Fees	\$ 1,500.00	\$ 1,550.30	103%	
24-6-00-921.100	Office Supplies	\$ 3,565.92	\$ 3,280.54	92%	<i>overbudget</i>
24-6-00-921.150	Village Reports	\$ 50.00	\$ -	0%	
24-6-00-921.200	Computer Expense	\$ 1,160.00	\$ 2,651.09	229%	<i>new pc</i>
24-6-00-921.300	Communication Expense	\$ -	\$ -	0%	
24-6-00-921.400	Utilities - Electric	\$ 40,000.00	\$ 26,071.12	65%	
24-6-00-921.420	Utilities - Phone	\$ 2,500.00	\$ 1,264.40	51%	
24-6-00-921.440	Utilities - Fuel	\$ 6,500.00	\$ 5,396.96	83%	
24-6-00-921.500	Permits Licenses Dues	\$ 2,500.00	\$ 1,661.00	66%	
24-6-00-923.100	Outside Services	\$ 3,000.00	\$ 917.55	31%	
24-6-00-923.110	Lawn Care	\$ 3,849.78	\$ 2,073.10	54%	

WASTE WATER					
Profit & Loss Statement					
For Period Ending:		August 31, 2024			
Account	Description	2024 Budget	2024 YTD	Actual as % of Budget	Notes
24-6-00-923.360	VPPSA Management	\$ 8,476.00	\$ 6,083.54	72%	<i>1 months pending</i>
24-6-00-923.400	Audit Expense	\$ 3,200.00	\$ 3,092.81	97%	<i>Annual</i>
24-6-00-923.500	IT Services	\$ -	\$ -	0%	
24-6-00-924.100	Property Insurance	\$ 2,429.73	\$ 1,822.29	75%	<i>1st/2nd/3rd qtrs paid</i>
24-6-00-924.150	Boiler/Machinery Insuranc	\$ 7,856.35	\$ 3,409.14	43%	
24-6-00-924.200	Public Official Insurance	\$ 142.20	\$ 106.65	75%	<i>1st/2nd/3rd qtrs paid</i>
24-6-00-924.300	Liability Insurance	\$ 2,439.57	\$ 1,829.67	75%	<i>1st/2nd/3rd qtrs paid</i>
24-6-00-924.400	Bond Insurance	\$ -	\$ -	0%	
24-6-00-924.500	Vehicle Insurance	\$ -	\$ -	0%	
24-6-00-924.600	Unemployment Insurance	\$ 1,903.36	\$ 1,427.76	75%	<i>1st/2nd/3rd qtrs paid</i>
24-6-00-924.700	Workers Compensation	\$ 11,364.67	\$ 9,384.46	83%	<i>1st/2nd/3rd qtrs paid</i>
24-6-00-926.100	FICA/MEDI	\$ 12,719.53	\$ 7,247.31	57%	
24-6-00-926.200	Health Insurance	\$ 50,743.54	\$ 20,485.02	40%	
24-6-00-926.300	Municipal Retirement	\$ 11,223.12	\$ 6,775.46	60%	
24-6-00-926.400	Compensated Absences	\$ 19,831.29	\$ 10,695.65	54%	
24-6-00-926.410	Employee Benefits-Clothing	\$ -	\$ 260.99	0%	
24-6-00-926.412	Employee Benefits-Phone Allowance	\$ -	\$ 280.00	0%	<i>not budgeted</i>
24-6-00-926.415	Childcare Tax Expense	\$ -	\$ 108.83	0%	
24-6-00-930.000	Misc Expense	\$ 500.00	\$ -	0%	
24-6-00-931.200	Office Rent	\$ 1,500.00	\$ 1,476.00	98%	<i>Annual</i>
24-6-00-931.400	Vehicle Rent	\$ 11,500.00	\$ -	0%	
24-6-00-933.200	Transportation Mileage	\$ 300.00	\$ 237.00	79%	
24-6-00-933.300	Backhoe	\$ -	\$ -	0%	
24-6-00-933.400	Truck Maintenance	\$ -	\$ 60.00	0%	
24-6-00-933.500	Truck Fuel	\$ -	\$ -	0%	
Total Expenses		\$ 651,785.40	\$ 290,250.49	45%	
Net Income (Loss)		<b>\$ (77,452.79)</b>	<b>\$ 7,196.50</b>	<b>-9%</b>	



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

## **Memorandum**

To: Barton Village Board of Trustees  
From: Crystal Carrier  
Date: September 23, 2024  
Subject: Dubois & King Engineering Proposal  
Agenda: Agenda Item "H"

The engineering proposal from Dubois & King, Inc. for engineering services related to the upgrades at the Hydro facility is attached.

Engaging with Dubois & King is the next step to moving the hydro projects forward. The proposal includes: a field investigation, assistance with permitting, preparation of design drawings, preparation of an opinion of probable construction cost, bid/negotiation phase assistance and assistance during the construction phase.

At the time of this submission, the outcome of the Village vote to fund the hydro upgrades was not complete. If the village vote is approved, engaging with the engineer is the next immediate step. If the vote is unsuccessful, the Board will need to determine if moving forward with the engineering services including the RFP/bid process is feasible given the absence of funding approval to pay for the projects. This would result in an expenditure without the guarantee of funding to move the projects forward. Unfortunately, the only definitive way to define the actual scope of the projects and to obtain more concrete cost numbers is to move forward with the engineering services.

Lets hope for a successful vote which will make the choice to move forward an easy decision.

Please let me know if you have any questions, prior to the meeting.

**Proposed Motion:** Motion to approve the Engineering Proposal from Dubois & King as presented.



Draft (September 6, 2024)  
810800

Mr. Denis Fortin  
Hydro Manager  
Barton Village, Inc.  
17 Village Square  
Barton, VT 05822

Re: **Project Upgrades – Engineering Proposal  
Barton Village Hydroelectric Project (FERC No. 7725)  
West Charleston, Vermont**

Dear Denis

DuBois & King, Inc. (hereinafter called "Engineer") proposes to render professional engineering services to Barton Village, Inc. (hereinafter called "Client"), in connection with the following project.

### **PROJECT DESCRIPTION**

- A. The project consists of the multiple upgrades at the Barton Village Hydroelectric Project Located on the Clyde River in West Charleston, Vermont. Following are the upgrade projects:
1. **Project #1:** Motorizing the Existing Unit No.2 Penstock Gate Valve: Project includes installing an electric motor and actuator to replace the existing manual operator at the Unit No.2 gate valve inside the powerhouse.
  2. **Project #2:** Replacing the Existing Transformer: Project includes removing the existing transformer and foundation and replacing it with a new transformer and reinforced concrete containment/foundation. A fee for a deduct alternate to use the existing transformer foundation and a berm style containment is provided.
  3. **Project #3:** Replacing the Existing Head Gates: Project includes replacing the existing manually operated timber head gates and steel support structure with new electric operated steel head gates and steel support structure.
  4. **Project #4:** Replacing the Existing Unit No.2 Penstock: Project includes demolition and replacement of the existing Unit No.2 penstock and saddles.
- B. The Client is expected to furnish Engineer with full information as to Client's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.
- C. The Engineer's Services will consist of performing a Field Investigation, providing assistance with Permitting, Hydrologic and Hydraulic Services, preparation of Design Drawings, preparation of an

Opinion of Probable Construction Cost, Bid/Negotiation phase assistance, and assistance during the Construction Phase, all as further described in the following Basic Scope of Services.

## **BASIC SCOPE OF SERVICES**

Engineers' services will consist of the following items:

### A. Field Investigation:

1. Coordinate with the Client to schedule a site visit. Based on the scope outlined below, we anticipate the field investigation may require two days of effort.
2. Perform a topographic survey of the intake structure and area around Unit No.2 penstock and the transformer bus structure. This information will be used in developing design drawings for the proposed transformer containment and foundation and penstock replacement geometry.
3. Soil Exploration and Geotechnical Engineering:
  - a. Develop a subsurface exploration plan. We anticipate a total of 3 test pits with a depth of 7 to 10 feet. Intent of test pits is to classify existing soils, determine depth of existing bedrock profile and expose buried portions of the Unit No.2 penstock.
  - b. Coordinate with owner to perform the test pits during the scheduled field investigation. We understand Barton will be responsible for marking the site, notifying digsafe, and providing an excavator and operator to perform the test pits.
4. Collect dimensions on the existing Unit No.2 gate valve support frame. Dimensions will be used to perform an analysis on the existing support frame and design an adapter mount for the proposed electric motor.
5. Perform a detailed inspection of the intake structure consisting of the following:
  - a. Coordinate with diver to perform an underwater inspection of the headgate and intake structure during the Engineer's site visit. Purpose of the underwater inspection is to confirm condition and geometry of the headgate and intake structure. We have retained the services of M&K Commercial Diving to perform the underwater inspection. For the purposes of this proposal, we have budgeted \$5,000.00 for the diver inspection. Diver cost will be handled as a reimbursable expense with the actual cost, plus markup, invoiced.
  - b. Conduct visual inspection and collect measurements of the exposed portions of the intake structure.
  - c. Perform soundings at select locations of the concrete intake structure.
6. Perform a detailed inspection of the Unit No.2 penstock reducer and the buried portion. The information will be used to determine a connection detail between the proposed Unit No.2 penstock and the existing penstock. Detailed inspection to consist of the following:
  - a. Visual assessment of the penstock exterior.
  - b. Obtain and record thickness measurements of the existing reducer and penstock steel shell using an Olympus 38DL Plus ultrasonic thickness gage at each station. The thickness gage will be calibrated using a carbon steel thickness calibration block prior to the inspection. UT gage will be calibrated in standard or echo-to-echo mode depending on the presence of an exterior coating. Three measurements will be taken at 3, 9 and 12 o'clock orientation.
7. Prepare existing conditions drawings of the project using original drawings supplemented with field dimensions.
8. Prepare report summarizing the field investigation performed including the condition of existing construction and existing condition drawings.

## B. Permitting:

1. Perform a site visit to perform wetland delineation.
2. Work with Barton Village, Inc. to identify and verify federal, state, and local permits needed for the proposed projects.
3. Complete the necessary permit application materials and supporting documents and exhibits. D&K anticipates the following permits will be required for this project.
  - a. VT DEC Special Flood Hazard Area - for work within the SFHA.
  - b. VT DEC Shoreland Protection – for work within 200 feet of the shoreline.
  - c. VT DEC Wetlands Permit – for impacts to Class I and II wetlands.
  - d. VT DEC Section 401 Water Quality Certificate.
  - e. Section 106 SHPO Clearance.
  - f. VT DEC Rare, Threatened and Endangered Species Review.
  - g. US Army Corps of Engineers Section 404 Clearance – for impacts to existing wetlands.
  - h. FERC Approval - for modification or replacement of the penstock.
  - i. NEPA Categorical Exclusion.
  - j. Stream Alteration Permit - for work within the stream channel.

## C. Hydrologic and Hydraulic Services

1. Evaluation of existing topography, bathymetry and survey data for the reservoir and dam and hydroelectric facility.
2. Estimate the 1% and 1% plus storm peak discharge values. These values will be for developing pressures within the penstock.
3. Creation of an existing conditions HEC-RAS 2D model and execution of the 1% and 1% plus storms.
4. Development of an H&H report detailing the existing conditions and proposed alternative model background data, methods, analyses and results.

## D. Design Drawings

1. **Project #1:** Motorizing the Existing Unit No.2 Penstock Gate Valve:
  - a. Evaluate the existing valve to replace manual gear operator with an electric motor driven actuator.
  - b. Evaluate available actuators, with a preference for Rotork, to operate the existing valve. Obtain detailed mounting dimensions and loads from the actuator manufacturer to complete design of mounting plate to connect to existing valve support structure.
  - c. Coordinate location of valve controls with owner.
  - d. Prepare drawings depicting proposed electric actuator. Drawings will include:
    - i. Electrical wiring schematic for power and controls.
    - ii. Plan and section of the proposed actuator including the new mounting plate.
  - e. Provide technical specifications in the form of notes on the drawings, no bound specifications will be provided. Specification will include actuator make and model.
  - f. Design drawings will be submitted at 30%, 60% and 90% completion levels for Client review.
  - g. Following receipt of Client review comments, finalized and provide issued for construction drawings. The final issued for construction drawing set will be stamped by the Professional Engineer licensed in the State of Vermont responsible for the design.

2. **Project #2:** Replacing the Existing Transformer:
  - a. Design reinforced concrete foundation and containment for the new transformer. New containment will be within the extent of the existing bus structure. The Containment will be sized to meet EPA regulations. A fee for a deduct alternate to use the existing transformer foundation and a berm style containment is provided.
  - b. Prepared drawings depicting proposed upgrades. Drawings will include:
    - i Existing site and demolition plan.
    - ii Proposed site plan.
    - iii Structural plan of the proposed containment.
    - iv Structural sections and details of the proposed containment.
  - c. Provide technical specifications in the form of notes on the drawings, no bound specifications will be provided. Specification will include actuator make and model.
  - d. Design drawings will be submitted at 75% completion levels for Client review.
  - e. Following receipt of Client review comments, finalized and provide issued for construction drawings. The final issued for construction drawing set will be stamped by the Professional Engineer licensed in the State of Vermont responsible for the design.
  
3. **Project #3:** Replacing the Existing head gates and supporting structure:
  - a. Prepare design criteria based on building codes, FERC Engineering Guidelines, ETL 1110-2-584 “Design of Hydraulic Steel Structures”, and equipment loads/reactions.
  - b. Develop load requirements for new head gates and coordinate directly with gate vendor, such as Whipps, Inc., to develop performance specification and details for actuator type gates.
  - c. Design new headgate frame to support the new gates. The new frame will be supported by the exiting intake foundations and will span over the intake deck.
  - d. Prepared drawings depicting proposed upgrades. Drawings will include:
    - i Existing conditions and demolition plan.
    - ii Electrical wiring schematic for power and controls.
    - iii General arrangement plan.
    - iv Structural plans and sections of the proposed head gates and supporting structure.
    - v Elevation of the intake structure depicting the gates in the up and down position.
    - vi Details of gate guides/slots and seals.
  - e. Evaluate trashrack to be utilized as a cofferdam using information from the diving inspection. If trashrack is not feasible drawings will indicate the cofferdam to be designed by the contractor.
  - f. Provide technical specifications in the form of notes on the drawings, no bound specifications will be provided. Specification performance requirements for head gates and actuators.
  - g. Design drawings will be submitted at 30%, 60% and 90% completion levels for Client review.
  - h. Following receipt of Client review comments, finalized and provide issued for construction drawings. The final issued for construction drawing set will be stamped by the Professional Engineer licensed in the State of Vermont responsible for the design.
  
4. **Project #4:** Replacing the Existing Unit No.2 Penstock:
  - a. Prepare design criteria based on building codes, FERC Engineering Guidelines, equipment loads/reactions, recommendations outlined in AWWA Manual M11 and ASCE Steel Penstocks Manual No. 79.

- b. Send steel coupon sample to laboratory to determine the metallurgic and physical testing. This will provide accurate tensile and yield strengths to use for the analysis and allow the determination of appropriate weld procedures new to existing penstock connection.
- c. Design steel penstock, penstock saddles and connections to exiting penstock. Penstock geometry and layout will match existing penstock.
- d. Prepared drawings depicting proposed upgrades. Drawings will include:
  - i Existing conditions and demolition plan.
  - ii General arrangement plan.
  - iii Structural plans and sections of the proposed penstock and foundations/saddles.
  - iv Connection details between the new and existing penstocks.
  - v Expansion joint details.
- e. Provide technical specifications in the form of notes on the drawings, no bound specifications will be provided.
- f. Design drawings will be submitted at 30%, 60% and 90% completion levels for Client review.
- g. Following receipt of Client review comments, finalized and provide issued for construction drawings. The final issued for construction drawing set will be stamped by the Professional Engineer licensed in the State of Vermont responsible for the design.

E. Opinion of Probable Construction Cost:

- 1. Prepare an Opinion of Probable Construction Cost (OPCC) of the proposed work depicted on the Engineer's drawings at the 90% design drawing submission. We have retained the services of PC Construction Company to assist with the preparation of this estimate.
- 2. Provide documentation summarizing the OPCC including unit cost and quantity of materials.

F. Bid/Negotiation Phase:

- 1. Prepare request for proposal documents.
- 2. Schedule and lead a pre-bid meeting, conduct a pre-bid walk through with potential bidders.
- 3. Provide addenda and clarification of details.
- 4. Prepare and summarize a bid analysis.

G. Construction Phase Services

- 1. Review and process shop drawings and submittals related to the items we design and specify.
- 2. Make periodic site visits to observe the progress and quality of the structural work. Punch list will be developed during last site visit. Proposal assumes a total of 6 site visits for all four projects.
- 3. Participate in project meetings via phone or in person depending on level of construction activity being performed.
- 4. Review construction quality control test reports.
- 5. Provide clarifications and resolve minor field problems as required.

Services beyond those specifically outlined above, or resulting from unforeseen circumstances beyond our control, shall be considered as Additional Services. The Engineer will also furnish such Additional Services as Client may request for an additional fee.

## UNDERSTANDING OF THE BASIC SCOPE OF SERVICES

A. The following is our understanding:

1. The existing construction is essentially as indicated on the following drawings:

Drawings titled “Barton Village Hydroelectric Project” prepared H.L. Turner Group and last dated 05/10/1991.

2. Client will make all existing drawings and documentation of the existing construction available for use by the Engineer as part of this project.
3. The structure will not require unusual, elaborate or lengthy design methods or calculations; have an unusual number of complexities, special conditions or different materials; or have irregular shapes or lack of repetitive framing systems or members.
4. The project would be designed only one time and any major redesign work would be charged as Additional Services.
5. The H&H scope is limited to determining the reservoir water surface elevation at the dam.
6. Client will select transformer and provide equipment cut sheet, including stored oil volume, for use in designing the transformer foundation and containment system.
7. Structural analysis will be based on information contained on the original drawings and conditions visible at the time of the field investigation. Selective demolition, destructive and non-destructive testing to determine the construction of existing structures is not included in this proposal. This can be provided as an Additional Service if determined to be required.
8. Proposal assumes subsurface conditions consist of cohesionless soils suitable to support shallow foundations. Geotechnical engineering will be limited to interpreting information collected from the test pits during the site visit to determine presumptive soil properties. If subsurface conditions consist of loose soils, cohesive soils or high ground water; additional subsurface exploration and geotechnical analysis will be required.
9. Proposal assumes trashrack will work as a cofferdam or the contractor will provide design for separate cofferdam. Reinforcing of the trashrack can be provided as an Additional Service.
10. Proposal assumes the existing penstock is weldable. This is consistent with our understanding that steel patches have been welded to the penstock previously.
11. Proposal assumes that the site visit for all four projects will occur simultaneously over a two day period.
12. Proposal assumes permitting will be completed for all four projects at the same time.

B. The following items are specifically not included in the Engineer’s scope of work:

1. Design, analysis or evaluation of the water conveyance system including the penstock from the intake to the bifurcation, Unit 1 penstock, turbines and draft tubes.

2. FERC Temporary Construction Emergency Action Plan (TCEAP) and Construction Quality Control Inspection Program (QCIP). These can be provided as Additional Services at the Clients request.
3. Rigging/lifting plans.
4. Design of head gates and actuator, this proposal is prepared assuming this to be designed by the specialty contractor.
5. Licensing applications.
6. Preparation of Record Drawings.
7. Construction administration, we understand the Client will provide these services.
8. Printing of Bid Documents.
9. Equipment vibration analysis.
10. Identification of and recommendations for proper disposal of hazardous materials.
11. Design of pile foundations (and the related grade beams). We have assumed that normal soil conditions exist at the site that will allow for the use of traditional spread footings.
12. Architectural, Plumbing, Construction Material Testing, and Special Inspection Services.
13. Assisting Client in evaluating any requested deviations from the design or specifications. Cost for Engineer to evaluate proposed deviations/alternates is beyond the scope of basic services and accordingly will be billed as additional services.

**COMPENSATION FOR BASIC SERVICES**

The Client shall reimburse Engineer for Basic Services on a lump sum and time and expense basis, as outlined below.

**Base Fee:**

Scope Item A: Field Investigation:	\$26,500.00, lump sum*
Scope Item B: Permitting:	\$31,000.00, time and expense
Scope Item C: Hydrologic and Hydraulic Services	\$8,000.00, lump sum
Scope Item D: Design Drawings	, lump sum
Project #1	\$11,500.00, lump sum
Project #2	\$6,500.00, lump sum
Project #3	\$19,500.00, lump sum
Project #4	\$19,500.00, lump sum
Scope Item E: Opinion of Probable Construction Cost:	\$4,000.00, lump sum
Scope Item F: Bid/Negotiation Phase:	\$8,000.00 time and expense
Scope Item G: Construction Phase Services:	<u>\$20,000.00</u> , time and expense
 Total Estimated Fee:	 \$154,500.00



Add Alternate 1:

Scope Item D: Project #2 Berm Containment Deduct Alternate \$2,500.00

\*Includes \$5,000.00 allowance for diver inspection to be invoiced as a reimbursable expense.

Authorized Additional Services will be charged on the basis of the attached hourly rate schedule, plus direct project expenses.

Direct project expenses incurred in connection with all Basic and Additional Services are excluded in the stipulated fee. Reimbursable direct project expenses include, but are not limited to: overnight delivery service, document reproduction, travel/mileage, special consultants, and similar items.

Engineer will bill Client monthly for services and direct project expenses. The above financial arrangements are on the basis of payment of invoices within 30 days so that the orderly and continuous progress of the Project through construction can be maintained.

Engineer would expect to start services after receipt of Client's acceptance of this proposal to complete services in support of 2025 construction.

The Services to be rendered by the Engineer on this Project, together with specific understandings applicable for the project, are set forth in the above Basic Scope of Services, and supersede all prior written or verbal understandings.

This proposal, along with the attached Contract Terms and Conditions and Schedule of Hourly Rates and Fees, represent the entire understanding between Client and Engineer with respect to this Project, and may only be modified in writing signed by both parties. This proposal, including any attachments, enclosures and recommendations, is to be treated as confidential and proprietary information of DuBois & King, Inc.

If this offer of services is acceptable, please execute a copy of this letter in the space provided, and return it to DuBois & King, Inc. This offer will be open for acceptance until October 4, 2024, unless changed by Engineer in writing.

We appreciate the opportunity to submit this proposal/agreement and hope it meets with your approval. If there are any questions, please do not hesitate to contact Morgan Marlow at [mmarlow@dubois-king.com](mailto:mmarlow@dubois-king.com).

Very truly yours,  
**DUBOIS & KING, INC.**

**BARTON VILLAGE, INC.**

Charles K. Goodling, P.E.  
President

By: \_\_\_\_\_  
Duly Authorized Agent

Accepted this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

Morgan Marlow, P.E.  
Project Manager

Enclosures: Schedule of Fees  
Contract Terms and Conditions

SCHEDULE OF FEES

Hourly Rate

Senior Principal.....	\$240.00
Principals/Director II.....	\$220.00
Principals/Director I.....	\$220.00
Senior Project Manager IV.....	\$230.00
Senior Project Manager III.....	\$210.00
Senior Project Manager II.....	\$200.00
Senior Project Manager I.....	\$180.00
MEP Sr. Design Engineer.....	\$175.00
Project Manager II.....	\$160.00
Project Manager I.....	\$150.00
Senior Project Engineer II.....	\$140.00
Senior Project Engineer I.....	\$135.00
Project Engineer II.....	\$130.00
Project Engineer I.....	\$125.00
Environmental Scientists/Field Naturalist.....	\$120.00
Construction Inspector.....	\$135.00
Landscape Architect.....	\$135.00
Landscape Designer/Planner.....	\$105.00
Staff Engineer II.....	\$115.00
Staff Engineer I.....	\$100.00
Senior Designer II.....	\$130.00
Senior Designer I.....	\$110.00
Designers/Technicians.....	\$90.00
Registered Land Surveyors.....	\$165.00
Survey Party Chief.....	\$125.00
Survey Technicians.....	\$95.00
One-Person Survey Crew.....	\$140.00
Two-Person Survey Crew.....	\$190.00
Three-Person Survey Crew.....	\$270.00
Administrative Support.....	\$90.00

**Notes:**

1. Expert Witness Assistance will be quoted separately.
2. DuBois & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of DuBois & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.
3. Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1.5) times the appropriate hourly rate as detailed above.

**REIMBURSABLE EXPENSES and OTHER DIRECT COSTS including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 12%:**

1. Transportation and subsistence expenses incurred.
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. Transportation to and from jobs.
  - a. Internal Revenue Service standard mileage reimbursement rate for business travel.
  - b. The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost.
4. Reproduction of drawings, reports, and documents and photographs for project records.
5. Direct materials.

HR6(05.24)

## CONTRACT TERMS AND CONDITIONS

**SERVICES OF OTHERS:** On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project, we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

**REIMBURSABLE EXPENSES:** Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If the Consultant's Scope of Services under this Agreement does not include project observation or review of the contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

**ON-SITE SERVICES DURING PROJECT CONSTRUCTION:** Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of the contractor's responsibilities for performing the work in accordance with the plans and specifications.

**RIGHT-OF-ENTRY:** Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

**SCHEDULE OF FEES:** DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

**ADDITIONAL SERVICES:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

**TAXES:** State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract in accordance with any such fees or taxes.

**INVOICES:** Invoices may be submitted periodically, and not less than monthly, and are payable within thirty (30) days. Interest of one and one-half percent (1.5%) per month will be payable on any amount not paid within thirty (30) days. Any attorneys' fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc., reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

**OWNERSHIP OF DOCUMENTS:** All reports, field data and notes, laboratory test data, calculations, estimates, and other documents that we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our

services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

**INSURANCE:** DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

**RISK ALLOCATION:** In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc., and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc., and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc., agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

**INDEMNIFICATION:** DuBois & King, Inc., agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc., is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor DuBois & King, Inc., shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**CONSEQUENTIAL DAMAGES:** In no event shall DuBois & King, Inc., be liable to the Client or the Client to DuBois & King, Inc., for consequential or indirect damages, including, but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.

**STANDARD OF CARE:** In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

**OPINION OF PROBABLE COST:** In providing Opinions of Probable Construction Costs, the Client understands that DuBois & King, Inc., has no control over the cost or availability of labor, equipment or materials, or over competitive bidding or market conditions, or the contractor's methods of pricing, and, therefore, that our Opinions of Probable Construction Costs are made on the basis of our professional judgement and experience. DuBois & King, Inc., makes no warranty, expressed or implied, that the bids of the negotiated costs of the Work will not vary from the Opinion of Probable Construction Cost provided and does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client. DuBois & King, Inc., is not providing professional estimating services, and actual pay items and material quantities also may vary from the pay items and quantities included in this Opinion of Probable Construction Costs.

**NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS:** Neither the Client nor the Client's Contractor shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If any party discovers errors(s) or omission(s), it shall immediately notify all the other parties.

**DELAYS:** DuBois & King, Inc., is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc., is not responsible for damages, nor shall DuBois & King, Inc., be deemed to be in default of this Agreement.

**THIRD PARTY BENEFICIARY:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or DuBois & King, Inc. DuBois & King, Inc.'s services

under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc., agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc., agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc., further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**TERMINATION:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc., for all services rendered and all reimbursable costs incurred by DuBois & King, Inc., up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving DuBois & King, Inc., not less than seven (7) calendar days' written notice.

DuBois & King, Inc., may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or DuBois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc., in connection with the orderly termination of this Agreement, including, but not limited, to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

**SEVERABILITY:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**EXTENT OF AGREEMENT:** This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

**LEGAL JURISDICTION:** The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Vermont in connection with all matters arising out of this contract. The parties agree that the courts of the State of Vermont shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

**HR6(05-24)**

P:\Contract Terms and Conditions\CONTRACT TERMS AND CONDITIONS-.doc  
Revised May 2024

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

## **Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: September 23, 2024  
Subject: Large Commercial Non-Profit Intermittent Service Rider  
Agenda: Agenda Item "I"

As the Board is aware, Steve Farman at Vermont Public Power Supply Authority has been working on a tariff rider for Large Commercial Nonprofit Intermittent Service, at the Board's request. Steve Farman has completed the supporting documentation and testimony and the rider is ready for submission to the Public Utility Commission (PUC).

A reminder of the highlights:

- Considered an 18-month pilot program and will be reviewed at the end of the term for efficacy;
- Customer's monthly peak load does not exceed 15% of their total annual peak load for at least (6) months of the year;
- Removes demand ratchet in exchange for higher demand charge per kWh (\$13.81 to \$18.00);
- Eligible customers must commit to participating in efficiency measures/programs and meet annually with Barton Village to review business prospects;
- Will go into effect November 1, 2024.

At the end of the pilot term there will be a separate process to file as a permanent rate schedule with the Public Utility Commission (PUC).

**Proposed Motion:** Motion to authorize the submission of the Large Commercial Non-Profit Intermittent Service Rider to the Public Utility Commission as presented.

# BARTON VILLAGE INC ELECTRIC DEPARTMENT

## Large Commercial Non-Profit Intermittent Service Rider

### Availability:

This rate will be initially implemented as a pilot program with a duration of 24 months following initial PUC approval. During this pilot, participation will be on an opt-in basis and limited to no more than three participating customers that meet the rider conditions. At the end of the pilot term the rate may be terminated or filed for approval as a permanent rate schedule and may reflect any necessary modifications based on pilot experience.

Eligibility for service under this rate is evaluated prior to April 1 each calendar year, based on the most recently completed calendar year, and, after initial implementation, will take effect annually on a service rendered basis for the 12 month period beginning April 1.

This rate is available for customers eligible to take service under the Terms of the Barton Large Commercial Service tariff; who meet the following additional conditions:

1. The customer's monthly peak load does not exceed 15% of the annual peak load for at least six months in the previous calendar year;
2. The customer is a non-profit organization;
3. The customer can demonstrate its facilities provide economic support and development opportunity to the community and other local or non-profit entities;
4. The customer commits to fully participating in cost effective energy efficiency and beneficial electrification programs offered by Barton and its partners and will provide a report annually detailing efficiency efforts undertaken;
5. The customer commits to meeting to review business prospects with Barton at the end of each calendar year;
6. The customer agrees to monthly demand charges based on metered, non-coincident peak load;

Customers who meet all the eligibility criteria (1-6) defined above shall be billed under the terms of the Base Large Commercial Service Rate with the following exceptions:

1. The demand charge will be calculated for the current month, with no ratchet, as described in condition 6 above.

2. The rate for demand charges shall be \$18.49 per kW-month.
3. The minimum Charge shall be the customer charge;
4. The monthly energy charge shall be the Large Commercial Rate Charge per kWh, applied to total metered energy usage.

**Terms and Conditions:**

All terms and conditions of the Barton Large Commercial Rate apply except as explicitly modified in this rider. Customers failing to maintain compliance with conditions 1-6 above shall be removed from service under this rider and will be billed in accordance with the Large Commercial Service Rate. Barton reserves the right to limit the number of eligible participants at its discretion.

**Effective:**

On service rendered on and after November 4, 2024.



**STATE OF VERMONT  
PUBLIC UTILITY COMMISSION**

Barton Village Inc. Electric Department     )  
requesting approval of a Large Commercial    )  
Rider Pilot   )  
   )

Case No. \_\_\_\_\_

**PREFILED TESTIMONY OF  
STEVEN FARMAN  
ON BEHALF OF  
BARTON VILLAGE INC ELECTRIC DEPARTMENT**

Mr. Farman's testimony explains the purpose and structure of the proposed rider pilot to Barton's current Large Commercial Service rate schedule.

**STATE OF VERMONT  
PUBLIC UTILITY COMMISSION**

Barton Village Inc. Electric Department     )  
requesting approval of a Large Commercial    )  
Rider Pilot    )  
  )

Case No. \_\_\_\_\_

**PREFILED TESTIMONY OF  
  
STEVEN FARMAN  
  
ON BEHALF OF  
BARTON VILLAGE INC ELECTRIC DEPARTMENT**

1    Q1.    Please state your name, position, and business address.

2    A1.    My name is Steven Farman. I am the Manager of Rates and Planning at the Vermont Public  
3            Power Supply Authority (“VPPSA”), 5195 Waterbury-Stowe Road, Waterbury Center,  
4            Vermont 05677.

5

6    Q2.    Please provide a summary of your background and experience.

7    A2.    My resume is attached as Exhibit Barton-Farman-1.

8

9    Q3.    Have you previously testified before the Public Utilities Commission (“PUC” or  
10            “Commission”)?

11   A3.    I recently testified in Docket No. 7915 on behalf of the Village of Lyndonville Electric  
12            Department, Docket No. 8024 on behalf of Swanton Village, Inc. Electric Department and I  
13            submitted pre-filed testimony in Docket No. 5623 and other Green Mountain Power cases that  
14            settled before hearings commenced. I have also prepared and submitted a number of tariff  
15            filings on behalf of VPPSA members in recent years.

16

1 Q4. What is the purpose of your testimony?

2 A4. My testimony explains the purpose and structure of a proposed rider (the “Rider”) to the  
3 current Large Commercial Service rate schedule of The Barton Village Inc., Electric  
4 Department (“Barton”) and describes the reasoning for requesting that Barton implement the  
5 Rider as a limited term pilot program. The primary exhibits and supporting schedules included  
6 with my testimony are:

- |    |   |                          |
|----|---|--------------------------|
| 7  | • Farman Resume                         | Exhibit Barton-Farman-1  |
| 8  | • Marginal Cost Transmission & Capacity | Exhibit Barton-Farman-2  |
| 9  | • Embedded-Marginal Cost Comparison     | Exhibit Barton-Farman-3  |
| 10 | • ISO NE FCA-16 Auction Results         | Exhibit Barton-Farman-4  |
| 11 | • NEPOOL PTO AC RNS Rate, 2025          | Exhibit Barton-Farman-5  |
| 12 | • Projected Revenue at current rates    | Exhibit Barton-Farman-6A |
| 13 | • Projected Revenue for Proposed Rider  | Exhibit Barton-Farman-6B |

14 I provide a complete list of my exhibits at the end of my pre-filed testimony. The proposed  
15 **Rider is attached as Exhibit Barton-Farman-7.**

16  
17 Q5. Please explain the purpose of the proposed Large Commercial Non-Profit Intermittent  
18 Service Rider pilot.

19 A5. Barton requests approval of the proposed Large Commercial Non-Profit Intermittent  
20 Service Rider primarily as a tool to support non-profit customers eligible to take service under  
21 the existing Large Commercial Service rate who provide economic leverage to the local  
22 community through shared facilities and programs that stimulate traffic for local businesses  
23 and have a seasonal/intermittent pattern with extended periods of little or no load. Barton  
24 intends for the rider to sustain non-profit services and benefits in its service territory for  
25 customers who opt in, while providing the opportunity to assess the effect of eliminating the  
26 demand ratchet for seasonally intermittent load. In addition to mitigating the effects of the  
27 demand ratchet normally applied under the base Large Commercial Service rate, the rider  
28 adjusts the demand rate to reflect current ISO New England regional network service (RNS)  
29 and forward capacity market (FCM) prices. Barton anticipates that removal of the ratchet

1 along with the updated demand rate that more closely reflects marginal demand costs will  
2 more closely align customer bills with costs imposed on the Barton system, resulting in a  
3 modest reduction in revenue . In addition to the modest bill impacts, customers opting to  
4 take service under this rider must commit to fully participating in cost effective energy  
5 efficiency and beneficial electrification programs offered by Barton and its partners and  
6 will provide a report to Barton annually, detailing efficiency efforts undertaken. Over time  
7 it is hoped that efficiency efforts undertaken will improve the customers load factor,  
8 limiting peak load impacts resulting from any increases in usage.

9  
10 Q6. Please discuss the structure of the proposed Large Commercial Non-Profit Intermittent  
11 Service Rider.

12 A6. For practical reasons Barton is asking that this Rider be initially implemented as a pilot  
13 tariff with limited participation. Barton believes it has the ability to administer the Rider as  
14 proposed, yet may wish to modify the eligibility conditions in some unanticipated way or  
15 to include the measurement and calculation of coincident demand charges which would  
16 require manual intervention in the early stages. Given the possibility that experience may  
17 surface the need to adjust the Rider eligibility conditions, implementing it as a pilot seems  
18 wise. Depending on experience, at the end of the pilot period Barton will either seek  
19 approval to implement the Rider on a permanent basis, incorporating lessons learned, or  
20 will seek to terminate the pilot.

21  
22 The basic structure of the Rider is to eliminate the 70%, eleven month demand ratchet for  
23 customers meeting the eligibility criteria in the Rider, while modifying the base demand  
24 rate to reflect current marginal demand ( RNS, local transmission, and FCM) costs. The  
25 intent is to match eligible customer demand charges to the costs incurred by Barton, for the  
26 periods the customer actually imposes a burden on the Barton system. Barton proposes  
27 that after initial approval and implementation, the rider conditions be applied annually  
28 beginning on April 1; this allows time for Barton to assess ongoing compliance with rider  
29 conditions for the prior, complete calendar year.

1 .  
2  
3 **Exhibit Barton-Farman-2** shows the components of the calculation of the proposed  
4 \$18.49/kW-Yr demand rate, with supporting documentation for the current FCM and RNS  
5 costs being included in **Exhibit Barton-Farman-4** and **Exhibit Barton-Farman-5**,  
6 respectively.

7 **Exhibit Barton-Farman-3** provides a comparison of current embedded costs and revenue  
8 rates (from Barton's most recent rate case #23-0542-TF) with current marginal costs. This  
9 comparison indicates that under the terms of the proposed rider, Barton can anticipate a  
10 contribution to fixed costs similar to or slightly larger than that provided by current  
11 embedded rates.

12  
13 This Rider also includes specific conditions that go beyond power cost considerations,  
14 ensuring that Rider participants have an overall positive impact on the community's economic  
15 health. Requiring stability in the relative usage pattern of participating customers, along with  
16 the condition requiring participants to fully participate in cost effective energy efficiency and  
17 beneficial electrification programs helps limit the potential for customers to unfairly benefit  
18 from un-managed load growth that causes them to violate the conditions of the rider. Barton  
19 believes that more resilient non-profits lead to more sustainable benefits for the community.

20  
21 Q9. Please provide a projection of the revenue to be collected by Barton under the terms of the  
22 proposed Rider.

23 A9. **Exhibit Barton-Farman-6A** provides a 2024-2027 projection of revenue, at current rates, for  
24 a representative customer with a usage pattern that would make them eligible for service under  
25 the proposed Large Commercial Non-Profit Intermittent Service Rider pilot. The load data  
26 used as the starting point for this projection was generally selected from actual large  
27 commercial service customer data intended to be representative of an anticipated eligible  
28 customer; until Barton is able to offer the pilot rate publicly, and actual customers opt for  
29 service under the rider, it won't be possible to base a projection on actual customer load data.

1 Exhibit Barton-Farman-6B offers a corollary calculation based on the same assumed usage  
2 data, but modified to eliminate the 70% ratchet, apply the proposed marginal demand rate,  
3 and reflect a slight growth in overall energy usage with no change in peak load. For the  
4 “representative” customer with an assumed 200 kW annual peak, and little or no load in 6  
5 months of the year, the projected annual revenue to be received by Barton would be about  
6 \$15,000. At this time Barton is unable to anticipate the level of interest from customers who  
7 are non-profit organizations and seeks to limit the initial number of participating customers to  
8 three or less.

9  
10 Q10. Please summarize Barton’s request for approval to implement the proposed Industrial rate 04  
11 Rider pilot.

12 A10. Barton’s Large Commercial Service rate imposes a demand charge coupled with a 70%,  
13 eleven month ratchet. For relatively small non-profit organizations with significant load in  
14 only about half the months of the year, the ratcheted demand charge imposes a noticeable  
15 burden. Barton feels it is important to sustain the ongoing community benefits provided by  
16 non-profits that meet the eligibility criteria in this rider.

17  
18 Q11. Does this conclude your testimony?

19 A11. Yes, it does.

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: September 23, 2024  
Subject: Lien Discharge  
Agenda: Agenda Item "J"

On May 13, 2024 a lien was placed on 31 Congress Court in Barton for unpaid electric/water/sewer services totaling \$1,720.24. The balance has been paid down and the accounts are now in good standing. The owner has requested a lien discharge.

**Proposed Motion:** Motion to approve filing a lien discharge for 31 Congress Court in Barton as presented.

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

Barton Town Clerk  
34 Main Street  
Barton, VT 05822

To whom this may concern:

**KNOW ALL PERSONS** that Barton Village, Inc. of Barton, Vermont being holder of Liens against Matthew Kologi, property owner of 31 Congress Court in Barton, Vermont Recorded in Book 196 Page 290 of Barton Land Records hereby Discharge said lien pursuant to Act 295, Section 2 of By-Laws of Barton Village, Inc.

Dated on September 23<sup>rd</sup>, 2024 at Barton, Vermont.

**BARTON VILLAGE TRUSTEES:**

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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: September 23, 2024  
Subject: New Wastewater Ordinance  
Agenda: Agenda Item "K"

As the Board is aware, one of the State's compliance directives from the March 4, 2023 inspection report is the revision of the Village's wastewater ordinance. The ordinance was revised and presented to the Board in December 2023 but tabled for further discussion.

Key differences between the existing ordinance and draft revision:

**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).

Wastewater Operator Nate Therrien will also provide his input and expertise.

**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 restaurants .....1.33*
- (ii) Peak Factor for all other food service types ...1.0*

*(B) Wastewater Flow Rates:*

- (i) With dishwasher .....6-gallon flow*
- (ii) Without dishwasher ..... 5-gallon flow*
- (iii) Single Service kitchen .....2-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 kitchen .....8 hour operation ...1*

*(ii) Fully equipped commercial kitchen ....16 hour operation ..2*

*(iii) Fully equipped commercial kitchen ....24 hour operation ...3*

*(iv) Single service kitchen .....1.5*

*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 \_\_\_\_\_

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

SEWER USE ORDINANCE  
FOR  
THE VILLAGE OF BARTON, VERMONT

Adopted 1981

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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, AND THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC  
SEWER SYSTEM (S) : AND PROVIDING 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  
Definitions**

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

Section 1. "Board of Sewage Disposal Commissioners" (Sometimes termed Commissioners) shall mean the Trustees of the Incorporated Village of Barton, Vermont.

Section 2. "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity Of oxygen utilized in the biochemical oxidation of organic matter under standard Laboratory procedure in five (5) days at 20C, expressed in milligrams per liter.

Section 3. "Building Drain" shall mean that part of the lowest horizontal piping of a Drainage system which received 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 outside the inner face of the building wall.

Section 4. "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.

Section 5. "Combined Sewer" shall mean a sewer receiving both surface runoff and Sewage.

Section 6. " 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.

Section 7. "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.

Section 8. "Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade of business as distinct from sanitary sewage.

Section 9. "Natural Outlet" shall mean any outlet into a water-course, pond, ditch, lake, or other body of surface or groundwater.

Section 10. "Person: shall mean any individual, firm, company, association, society, Corporation, or group.

Section 11. "Ph" shall mean the logarithm of the reciprocal of weight of hydrogen ions In grams per liter of solution.

Section 12. "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 ( $\frac{1}{2}$ ) inch (1.27) centimeters) in any dimension.

Section 13. "Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

Section 14. "Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

Section 15. "Secretary" shall mean the Secretary of the Agency of Environmental Conservation, State of Vermont, or his representatives.

Section 16. "Sewage" shall mean a combination of the water carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

Section 17. "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.

Section 18. "Sewage Works" shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

Section 19. "Sewer" shall mean a pipe or conduit for carrying sewage.

Section 20. "Shall" is mandatory; "May" is permissive.

Section 21. "Slug" shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent 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.

Section 22. "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.

Section 23. "Superintendent" shall mean the Superintendent of Sewage Works and/or of Water Pollution Control of the Village of Barton or his authorized deputy, agency or representative.

Section 24. "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.

Section 25. "Trustees" shall mean the duly elected Board of Trustees which is the governing body of Barton Village, Inc.

Section 26. "Village" shall mean the incorporated Village of Barton, Vermont; as defined by its charter.

Section 27. "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

## ARTICLE II 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.

Section 1. ANSI shall mean American National Standards Institute.

Section 2. ASME shall mean American Society of Mechanical Engineers.

Section 3. ASTM shall mean American Society for Testing and Materials.

Section 4. AWWA shall mean American Water Works Association.

Section 5: NPC shall mean national Plumbing Code.

Section 6. CS shall mean Commercial Standards.

Section 7. WPCF shall mean Water Pollution Control Facility.

Section 8. ppm shall mean parts per million.

Section 9. mg/l shall mean milligrams per liter.

Section 10. Degrees F shall mean degrees Fahrenheit.

Section 11. Degrees C shall mean degrees Centigrade.

Section 12. cm. Shall mean centimeter.

Section 13. m. shall mean meter.

Section 14. sq.m. shall mean square meters.

Section 15. l. Shall mean liters.

Section 16. Kg shall mean kilograms

### ARTICLE III

#### Mandatory Use of Public Sewers

Section 1. 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.

Section 2. It shall be unlawful to discharge to any natural outlet within the Village, or in any area under the jurisdiction or said 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.

Section 3. 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.

Section 4. 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 connect 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 Board of Sewage Disposal Commissioners of Barton Village, Inc.

#### ARTICLE IV Building Sewers and Connections

Section 1. 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. Any person proposing a new discharge into the system or a substantial change in the volume or character of pollutants that are being discharged into the system shall notify a Commissioner at least forty-five (45) days prior to the proposed change or connection. No such change or connection shall be made without the written permit from the Commissioners.

Section 2. 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.

Section 3. 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.

Section 4. 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 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.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. 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.

Section 9. 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 water tight. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

Section 10. 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.

Section 11. 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 for-five (45) degrees are used in the building sewer. Clean outs shall be made by installing a "Y" and one-eighth (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. Locations of all clean outs shall be recorded and turned over to the Commissioners.

Section 12. 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 water tight.

Section 13. Where pipe is installed for building sewers, such work shall be performed by a plumber approved by the Commissioners.

Section 14. 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.

Section 15. 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.

Section 16. 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.

Section 17. -MAINTENANCE- 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 water-tightness of the system.

Section 18. 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 \_\_\_\_\_ (Municipality) and the Owner of the project/building. 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 \_\_\_\_\_ (Municipality) and is not transferable until the project/building/development is constructed and connected to the main sewer line.

ARTICLE V  
Use of the Public Sewers

Section 1. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

Section 2. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the Superintendent. Industrial cooling water or unpolluted process waters may be discharged, on approval of the Superintendent, to a storm sewer combined sewer, or natural outlet.

Section 3. No person shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:

a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.

c) Any waters or wastes having a pH lower than 6.0 or higher than 8.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, ungrounded garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

Section 4. No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the Superintendent that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction in the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant and other pertinent factors. The substances prohibited are:

a) Any liquid or vapor having temperature higher than one hundred fifty (150) degrees F (65) degrees C.

b) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F (0 and 65) degrees C.

c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower or greater shall be subject to the review and approval of the Superintendent.

d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.

e) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Superintendent for such materials.

f) Any waters or wastes containing phenols or other wastes or odor producing substances in such concentrations exceeding limits which may be established by the Superintendent as necessary, after treatment of the composite sewage to meet the requirements of the State, Federal or other public agencies having jurisdiction for such discharge to the receiving waters.

g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.

h) Any waters or wastes having a ph in excess of 9.5. This may be reviewed on a case by case basis and a more restrictive limit may be established.

i) Materials which exert or cause:

(1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

(2) Excessive discoloration (such as, but not limited to dye wastes and vegetable tanning solutions).

(3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works, may cause the effluent limitations of the discharge permit to be exceeded.

(4) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

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j) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

Section 5. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 4 of this Article, and which in the judgement of the Superintendent, may have a deleterious effect

upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may:

- a) Reject the wastes,
- b) Require pretreatment to an acceptable condition for discharge to the public sewers,
- c) Require control over the quantities and rates of discharge.

If the Commissioners permit the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Commissioners and Health Officer, and subject to the requirements of all applicable codes, ordinances and laws and to the municipal discharge permit. Further, such pretreatment installations must be consistent with the requirements of any state pretreatment permit issued to the industry.

Section 6: Grease, oil, hair, and sand interceptors shall be provided when, in the opinion of the Commissioners, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Commissioners and shall be located as to be readily and easily accessible for cleaning and inspection.

Section 7. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gas tight and watertight.

Section 8. Where installed, all grease, oil, hair and sand interceptors shall be maintained by the owner, at his expense in continuously efficient operation at all times. Materials collected shall not be reintroduced into the public sewerage system.

Section 9. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

Section 10. When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters, and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

All industries discharging into a public sewer shall perform such monitoring of their discharges as the Superintendent may reasonably require, including installation, use and

maintenance of monitoring equipment, keeping records and reporting the results of such monitoring to the Superintendent. Such records shall be made available upon request by the Superintendent to other agencies having jurisdiction over discharging to the receiving waters. Where industrial pretreatment permits are issued by the State of Vermont, monitoring records must also be submitted to the Secretary in accord with such permit. Records of any monitoring will be supplied by the Superintendent to the Secretary on request.

Section 11. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in the ORDINANCE shall be determined in accord with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control 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 carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property.

(The particular analyses involved will determine whether a twenty-four (24) hour composite of all out falls of a premises is appropriate or whether a grab sample or samples should be taken.) Normally, but not always, BOD and suspended solids analyses are obtained from 24 hour composites of all out falls whereas ph's are determined from periodic grab samples.

Section 12. Any person discharging industrial wastes who is found to be in violation of the provisions of this ORDINANCE may have his disposal authorization terminated.

Section 13. No statement contained in this article shall be construed as preventing any special agreement or arrangement between the Village and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Village for treatment, subject to payment, therefore, 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.

Section 14. Any person proposing a new discharge into the public sewage system or a substantial change in volume or character of pollutants that are being discharged into the public sewage system shall obtain a written sewer permit and notify the Commissioners at least forty-five (45) days prior to the proposed change or connection, and provide all laboratory analyses, technical data, engineering reports and all other information requested by the Commissioners at their expense. No such change or connection shall be made without a written permit from the Commissioners.

## ARTICLE VI Protection from Damage.

Section 1. 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. 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.

## ARTICLE VII Powers and Authority of Inspectors

Section 1. The Superintendent and other duly authorized employees of the Village 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. The Superintendent or his representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for wastes treatment.

Section 2. While performing the necessary work on private properties referred to in Section 1 hereof, the Superintendent or duly authorized employees of the Village shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the Village employees and the Village shall indemnify the company 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 company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

Section 3. The Superintendent and other duly authorized employees of the Village bearing proper credentials and identification shall be permitted to enter all private properties through which the Village holds a duly negotiated easement for the purposes of, but not limited to, inspections, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

## ARTICLE VIII Penalties

Section 1. Any person found to be violating any provision of this ORDINANCE except Article VI, shall be given by the Village written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Section 2. Any person who shall continue any violation beyond the time limit provided for in Article VII, Section 1, 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.

Section 3. Any person violating any of the provisions of this ordinance shall become liable to

the Village for any expenses, loss, or damage occasioned the Village by reason of such offense.

Section 4. 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.

## ARTICLE IX Rates

Section 1. 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.

Section 2. The Board of Sewage Disposal Commissioners shall, in establishing the rates referred to in Article IX, Section 1 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 CFR S35.935-13 and Chapter 101 of Title 24, Vermont Statues Annotated.

### Section 3. Rate Structure

#### Subsection 3 (A) Basic

The purpose of the charge system as herein defined is to allow the Village, acting through its Board of Trustees, to received 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 nature 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 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.

#### Subsection 3 (B) Definition of User Classes

The various classes of users shall be broadly defined as follow:

- i. 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.



a. Residential: includes each building (or portion thereof) which houses an individual family unit, such as houses, apartments, mobile homes.

b. Commercial: includes each building (or portion thereof) which business activity occurs, such as stores, offices, food or lodging establishments, shops, private clubs.

c. Institutional: includes each building (or portion thereof) in which public, government, or non-profit activities are conducted, such as schools, public libraries, armories, churches.

ii. 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 and in the federal and state regulations pertaining to Industrial Cost Recovery. At this time, there are no industrial connections.

iii. 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."

#### Subsection 3 (C) Method of Determining User Charges.

i. The Village Board of Trustees will adopt a user charge system as herein described 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 to any portion of the schedule (Sec. IV) as necessary to ensure that charges remain equitable.

ii. Following is a procedure to be followed establishing specific user charges:

a. 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.

b. 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 IV. 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.

c. Determine the total revenue required to meet all expenses of the system. Include debt retirement of capital costs, operating and maintenance costs.

d. Subtract any revenues received from outside sources or surplus from the preceding year or from non-user charges, such as connection fees.

e. 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.

#### Subsection 3 (D) User Charge Schedule

i. 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.

ii. 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.

iii. Unmetered Connections:

#### Subsection 3 (E) 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.

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: September 23, 2024  
Subject: Pageant Park  
Agenda: Agenda Item "L"

The 2024 Pageant Park season successfully wrapped up Labor Day weekend. Despite early growing pains, the Village has received several compliments about this year's caretakers, Don and Leona Farnsworth.

Business Manager Vera LaPorte is currently working on the contract for the 2025 seasonal campers and will review the finances with Crystal Carrier to determine if there needs to be a rate change.

There was, however, a seasonal camper that caused a few problems at the park. Their participation in 2025 should be discussed.

**Proposed Motion:** None.

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: September 23, 2024  
Subject: Flood Update  
Agenda: Item "M"

Timeline of Events

- 07/10/2024 – Hurricane Beryl flood event.
- 08/02/2024 – Governor Scott requested assistance.
- 08/15/2024 – Shortfall in FEMA Public Assistance announced and Immediate Needs Funding (INF) implemented.
- 08/20/2024 – FEMA DR-4810 declared.
- 08/23/2024 – Assistance applicant briefing with Vermont Emergency Management (VEM).
- 08/27/2024 – NVDA and STANTEC inspection.
- 09/04/2024 – FEMA/VEM Environmental Planning and Historic Compliance During Disaster Recovery “green sheet” received.
- 09/20/2024 – News Release with important information on how to apply for FEMA assistance for DR-4810:
  - Go online to [DisasterAssistance.gov](https://DisasterAssistance.gov)
  - Call the FEMA Helpline at **800-621-3362**
  - Download [FEMA’s Mobile App](#)
  - Visit a Disaster Recovery Center. For location and hours, visit [fema.gov/drc](https://fema.gov/drc)
  - The application deadline is October 21, 2024
- 09/20/2024 – News Release with important information on how to apply for Physical Disaster Loans through the Small Business Administration (SBA) for DR-4810:
  - Schedule an in-person appointment at the [SBA Disaster Recovery Center](#) in advance
  - Go online to [sba.gov/disaster](https://sba.gov/disaster)
  - Call the SBA’s Customer Service Center at 800-659-2955 or email [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov)
  - The application deadline is October 21, 2024

## Buyouts

- Grant awards for DR-4720 buyouts cannot be made until after FEMA's INF is lifted.
- Two property owners have completed the buyout paperwork.
- One property owner interested in the elevation program has since withdrawn interest.
- The deadline for submitting buyouts/elevations for DR-4720 has passed. Anyone interested in a buyout/elevation will need to apply under DR-4810.
- Email from VEM on 09/19/2024 requested that municipalities update the property owners on FEMA's funding issues. Both property owners updated on 09/19/2024.

## DPW

- Lincoln Avenue
  - Looking into provenance of the aqueduct. It may have been installed as a response to a storm in 1883, but so far no records have been found.
- Ball Field
  - Ball field repair scheduled week of 09/23/2024.
- High Street/St. Paul's Cemetery Access Road
  - Currently stable and will be addressed with FEMA Hazard Mitigation.
- Pageant Park Road Culvert
  - The culvert can undergo replacement now that the campers have vacated. A sewer line has been discovered adjacent to the culvert, which may complicate the project.

No other updates at this time.

Proposed Motion: None.



# VERMONT DISASTER 4810 FEDERAL EMERGENCY MANAGEMENT AGENCY ENVIRONMENTAL & HISTORIC REQUIREMENTS



## Environmental Planning and Historic Preservation (EHP) Compliance During Disaster Recovery

Dear Applicant,

**FEMA awards are federally funded; Applicants for FEMA assistance must comply with all applicable federal, state and local laws, executive orders, regulations, and permitting requirements.**

Be sure to:

- ✓ Identify any potential environmental concerns, problems, or questions and discuss these with EHP staff as soon as possible.
- ✓ Contact permitting agencies to determine if you will need approvals or permits.
- ✓ Comply with all permit conditions.
- ✓ Submit all relevant permits, and correspondence with state or federal agencies, with your FEMA grant application.

Early coordination with regulatory agencies will address compliance concerns and expedite funding. See the last page of this brochure for agency contact information.

Eric Kuns leads our Environmental unit at the field office. Contact him at [Eric.Kuns@fema.dhs.gov](mailto:Eric.Kuns@fema.dhs.gov) for any environmental or historic preservation questions, concerns, or assistance.

As the Regional Environmental Officer, I pledge to assist you in understanding and complying with all environmental requirements.

Sincerely,  
Mary Shanks, Regional Environmental Officer  
[Mary.Shanks@fema.dhs.gov](mailto:Mary.Shanks@fema.dhs.gov)



*Above: Damaged Culvert; Credit: Jason Spencer  
Below: Damaged Fencing; Credit: Kathryn Emmitt*



## Environmental Laws and Project Compliance

Obtaining required permits is the sole responsibility of the Applicant. Required permits and notifications must be issued **prior** to initiating any site activity. If the project is an emergency action to address immediate threats to life or property, regulatory agencies should be notified as soon as possible, and documentation should be submitted to FEMA EHP for review.



*Damaged Cemetery; Credit: Kathryn Emmitt*

### **Help Us Help You!**

#### ***Provide the following:***

- ◇ Clear and complete project description (Scope of Work)
- ◇ Maps & **accurate** GPS Coordinates (latitude + longitude)
- ◇ Existing environmental documentation
  - ◇ Include any permits and approvals
  - ◇ Debris management plan (if applicable)
- ◇ Photographs
  - ◇ Historic structures and areas of environmental concern will require extra photographs
- ◇ Sketches or design plans
- ◇ Date of construction for built structures
- ◇ Community information
  - ◇ Will there be public opposition or support?

*\*These documents are needed for initial project review, additional documentation may be required.*



# VERMONT DISASTER 4810 FEDERAL EMERGENCY MANAGEMENT AGENCY ENVIRONMENTAL & HISTORIC REQUIREMENTS



## Actions that May Trigger Elevated EHP Review

### Impacts to Historic Resources

① **REPAIRS TO, OR DEMOLITION OF, BUILDINGS 45 YEARS OLD OR OLDER**  
*can negatively impact their historic integrity.*

② **NEW GROUND DISTURBANCE**  
*can negatively impact archaeological sites and other cultural resources.*

FEMA must be aware of **any** structure (e.g., buildings, walls, bridges, culverts) that is 45 years old or older **and** whenever a project is in an area that may contain an archaeological site. FEMA may consult with the State Historic Preservation Officer (SHPO) while working with the Applicant to develop measures to avoid adversely affecting the historic structure or site.

### Work with Debris

FEMA is required by law to track all debris "cradle to grave". Provide the type, quantity, address, and coordinates of where the debris was collected, staged, and its final disposition, including vegetative debris disposal sites. If debris removal required ground disturbance, such as excavation, provide locations and a description of the work performed. Work in and around water may require additional special permitting.

For general guidance on debris and specific state permitting requirements related to all types of debris, the applicant should visit the Vermont Emergency Management webpage: <https://vem.vermont.gov/debris>

## Tree or Vegetation Removal

Removal of trees and vegetation can have multiple environmental concerns. Trees, even leaners and hangers, can be home to federally-recognized Endangered Species (see "Protected Species and Habitats" on page 3).

Removal of root balls (see image to the right) or root systems can cause new ground disturbance, which may impact archaeological sites (see "Impacts to Historic Resources" above).

Whenever possible, the preferred treatment for upended trees is to cut the tree at the base and tip the root ball back into place. If the root ball must be removed prior to EHP review, thoroughly document the area, including location coordinates, and take clear photographs. Root ball removal is of particular concern within and adjacent to cemeteries.



## Work In, Near or Affecting Water and Water Resources

For **any** projects involving work in a waterway, including construction, bank stabilization, dredging, or filling, the Applicant **must** obtain and comply with applicable federal and state permits.

Sections 404 and 401 of the *Clean Water Act* apply to actions affecting waters of the United States, including any part of the surface water tributary system (smaller streams, lakes, ponds, and wetlands). The U.S. Army Corps of Engineers (USACE) administers Section 404, while the Department of Environmental Conservation (DEC) oversees Section 401 Water Quality Certification. DEC also administers a number of State laws related to waterways. The Applicant should contact DEC to obtain guidance on state permit requirements. Any correspondence with USACE and/or VT DEC should be attached to your grant application.

Many state-permitted actions are eligible under the USACE General Permit (GP) and do not require an individual USACE permit. However, work under a GP may still require notifying the USACE, and will require good construction practices, and conforming to any specific conditions imposed by USACE. It is always a best practice to obtain written correspondence from USACE and/or VT DEC regarding permitting requirements for your project(s).

### Floodplains

FEMA reviews all projects located in the floodplain as required by Executive Order 11988. For major projects, this requires an approval process, which includes an evaluation of project alternatives and public notice.

Projects exempt from floodplain review include emergency protective actions, debris removal (but not storage and final disposal) and repairs or replacements under \$5,000.

Repair of a facility located within a floodplain requires approval/permit from the local floodplain administrator. Additional approvals and permits may be required by VT DEC and USACE.

### Wetlands

Project approvals and permits are needed from DEC and the USACE for work in wetlands. More information can be found at the VT DEC website: <https://dec.vermont.gov/watershed/wetlands>

Debris should never to be stored in a wetland, even temporarily. Debris removal from a wetland should be coordinated with VT DEC, USACE, and the USFWS.

A source for Wetland maps is the USFWS National Wetlands Inventory geospatial maps. You can access these maps at: <http://www.fws.gov/wetlands/Data/Mapper.html>



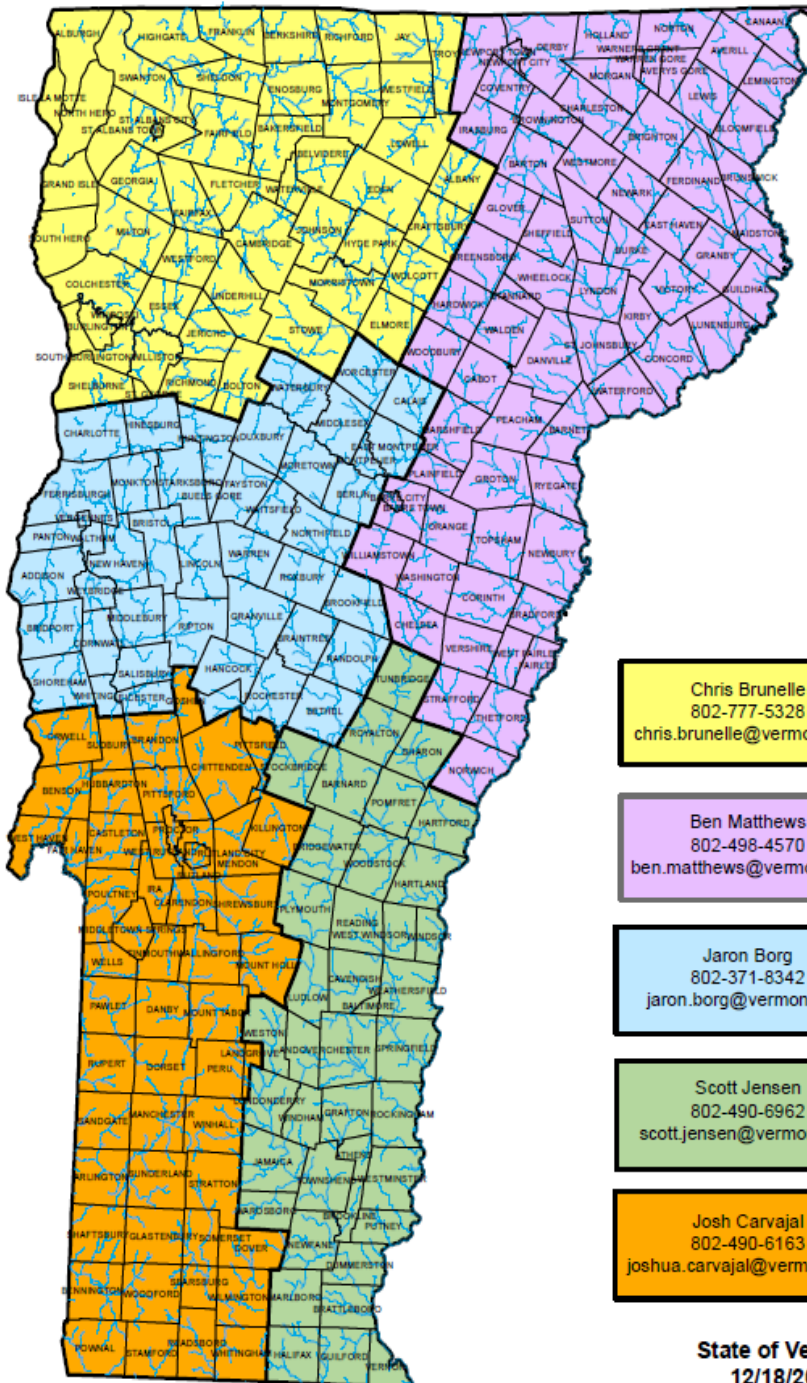
# VERMONT DISASTER 4810 FEDERAL EMERGENCY MANAGEMENT AGENCY ENVIRONMENTAL & HISTORIC REQUIREMENTS



## Actions that May Trigger Elevated EHP Review Work with Potential to Impact Streams or Stream Banks

Any work in water requires coordination with Vermont Agency of Natural Resources (VTANR), Watershed Management Division, for a Stream Alterations Permit. Projects that may require permitting include work such as embankments (streambank stabilization), culverts (including returning back to pre-disaster condition), and bridges. Please contact your District River Management Engineer with any flood related response or recover actions that impact streams or stream banks.

### ANR River Management Engineer Districts



**Chris Brunelle**  
802-777-5328  
chris.brunelle@vermont.gov

**Ben Matthews**  
802-498-4570  
ben.matthews@vermont.gov

**Jaron Borg**  
802-371-8342  
jaron.borg@vermont.gov

**Scott Jensen**  
802-490-6962  
scott.jensen@vermont.gov

**Josh Carvajal**  
802-490-6163  
joshua.carvajal@vermont.gov

State of Vermont  
12/18/2023

### Emergency Work

For all emergency work undertaken, Vermont Agency of Natural Resources must be notified, as permitting may be necessary. Per VTANR guidance, emergency work may be completed to protect infrastructure under imminent threat, however, VTANR requires FEMA PA applicants to apply for after-the-fact permitting to notify the agency of completed work.



### Permanent Work

For all permanent work undertaken, including replacement in kind or upsizing of bridges, culverts, streambank stabilization, and in-water work, contact Vermont Agency of Natural Resources as this work may require permitting under the Stream Alteration Rule.





# VERMONT DISASTER 4810 FEDERAL EMERGENCY MANAGEMENT AGENCY ENVIRONMENTAL & HISTORIC REQUIREMENTS



## Minority and Low-Income Populations

Executive Order (EO) 12898 directs each federal agency to avoid disproportional and high adverse human health or environmental effects to low-income and minority populations. Applicants can play a critical role in achieving Environmental Justice by identifying the presence of low-income and minority populations so that disproportionate impacts to human health and environmental hazards can be considered early in the project development stage, and avoided, when possible. The following types of projects may trigger EO 12898 include, but are not limited to: temporary housing, debris staging and disposal, road repair that requires detours, temporary or relocation actions, and drainage improvements / actions in floodplains

Opportunities to avoid, minimize, or mitigate potential impacts to vulnerable communities should be considered during project development and implementation.

## Protected Species and Habitats

### All FEMA-funded activities must comply with the Endangered Species Act (ESA).

The U.S. Fish and Wildlife Service (USFWS) is responsible for ESA jurisdiction. Under the ESA, projects must avoid or minimize impacts that are likely to adversely affect threatened or endangered ("listed") species. To see if your project may impact endangered species, visit: <https://ecos.fws.gov/ipacl/>.

FEMA must consult with USFWS before funding any activities that have the potential to affect listed species or their habitat. ESA frequently requires conservation measures (such as project or timing restrictions) to minimize potential impacts. **See below for specific best practices for species in the impacted counties.**

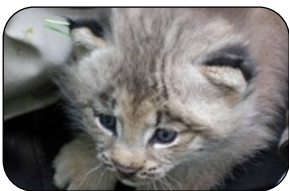
The State has an expanded list including state-protected species. It is recommended that Applicants contact the VT Fish and Wildlife Department prior to work at <https://vtfishandwildlife.com/consERVE/endangered-and-threatened-species>.



Northern Long-eared Bat  
(All Photos Credit: USFWS)

### Bat Best Practices:

1. Prior to tree removal, contact the VT Fish & Wildlife Department; they can identify sensitive areas (hibernacula) and roosting trees.
2. Avoid tree removal within 150 feet of roost trees and 0.25 miles of hibernacula.
3. Remove as few trees as possible, especially between April 15 to October 31.
4. If you must remove trees during summer months, cut them in the evening after bats that may be present have exited the tree.
5. Use existing access routes and previously disturbed areas to move and stage equipment. Avoid or minimize ground disturbance in undisturbed/undeveloped habitat.



Canada Lynx

### Canada Lynx Best Practices:

1. Instruct vehicle and equipment operators to drive carefully, especially at dawn and dusk, and in remote areas.
  2. Use existing access routes and previously disturbed areas to move and stage equipment.
- Avoid or minimize ground disturbance in undisturbed/undeveloped habitat.



Dwarf Wedgemussel

### Dwarf Wedgemussel Best Practices:

1. Avoid or minimize work in the Connecticut River watershed.
2. Implement measures to prevent discharge or sediment and pollutants into aquatic habitats.

Avoid or minimize ground disturbance in undisturbed/undeveloped habitat.



# VERMONT DISASTER 4810 FEDERAL EMERGENCY MANAGEMENT AGENCY ENVIRONMENTAL & HISTORIC REQUIREMENTS



## Contact Information

### General

#### **Federal Emergency Management Agency (FEMA)** Environmental Planning and Historic Preservation (EHP) Field Office

Eric Kuns, EHP Advisor  
(202) 805-9089  
[eric.kuns@fema.dhs.gov](mailto:eric.kuns@fema.dhs.gov)

#### Region 1 Office

Mary Shanks, Regional Environmental Officer  
[Mary\\_Shanks@fema.dhs.gov](mailto:Mary_Shanks@fema.dhs.gov)  
Cambridge, MA (Region 1)

#### **Federal Emergency Management Agency (FEMA)** Public Assistance (PA) Field Office

Chris Baggot, Infrastructure Branch Director  
(732) 208-6292  
[chris.baggot@fema.dhs.gov](mailto:chris.baggot@fema.dhs.gov)

#### **VT Department of Public Safety** **Emergency Management Office (VEM)**

Ben Rose, Vermont Recovery Section Chief  
(802) 585-4719  
[ben.rose@vermont.gov](mailto:ben.rose@vermont.gov)  
45 State Drive Waterbury, VT 05671-1300

Kimberly Canarecci, Vermont Public Assistance Officer  
(802) 585-4209  
[kim.canarecci@vermont.gov](mailto:kim.canarecci@vermont.gov)

### Regulatory (Permits)

#### **Vermont Fish & Wildlife Department** (802) 828-1000

[fwinformation@vermont.gov](mailto:fwinformation@vermont.gov)  
1 National Life Drive, Davis 2  
Montpelier, VT 05620-3702

#### **VT Department of Environmental Conservation (DEC)**

Environmental Assistance  
Rick Oberkirch,  
Regional Permit Specialist  
(802) 282-6488  
[Rick.Oberkirch@vermont.gov](mailto:Rick.Oberkirch@vermont.gov)

#### Debris Management

Dennis Fekert,  
DEC State Debris Management Coordinator  
(802) 522-0195  
[Dennis.Fekert@vermont.gov](mailto:Dennis.Fekert@vermont.gov)

#### **Department of Environmental Conservation:** **Watershed Management Division**

(802) 828-1115  
Davis Building—3rd Floor  
One National Life Drive  
Montpelier, VT 05620-3522

#### **VT Agency of Natural Resources:** **Water Quality Division-River Management Engineers**

General Inquiries  
Jaron Borg,  
Program Manager  
[Jaron.Borg@vermont.gov](mailto:Jaron.Borg@vermont.gov)

#### Location Specific Project Contacts

[https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME\\_districts.pdf](https://dec.vermont.gov/sites/dec/files/wsm/rivers/docs/RME_districts.pdf)

#### **U.S. Army Corps of Engineers (USACE) Regulatory Office**

Vermont Field Office  
11 Lincoln Street, Room 210  
Essex Junction, VT 05452  
[ena-e-r-vt@usace.army.mil](mailto:ena-e-r-vt@usace.army.mil) or  
[Michael.S.Adams@usace.army.mil](mailto:Michael.S.Adams@usace.army.mil)

### Technical Assistance

#### **VT State Historic Preservation Office**

Laura V. Trieschmann,  
State Historic Preservation Officer  
(802) 828-3222  
Deane C. Davis Building—6th Floor  
One National Life Drive, Montpelier, VT 05620-0501

#### **VT Department of Public Health**

(800) 464-4343  
108 Cherry Street, Burlington, VT 05402

#### **VT Agency of Transportation (VTrans)**

(802) 917-2458  
219 N Main Street, Barre, VT 05641

#### **U.S. Fish & Wildlife Service—New England Field Office**

David Simmons, Acting Supervisor  
[david\\_simmons@fws.gov](mailto:david_simmons@fws.gov) or [newengland@fws.gov](mailto:newengland@fws.gov)  
70 Commercial Street, Concord, New Hampshire 03301

#### **National Flood Insurance Program (NFIP)**

Rebecca Pfeiffer, State Floodplain Manager/NFIP Coordinator  
(802) 490-6157  
[Rebecca.pfeiffer@vermont.gov](mailto:Rebecca.pfeiffer@vermont.gov)  
<https://dec.vermont.gov/watershed/rivers/river-corridor-and-floodplain-protection/floodplain-managers>

## Environmental Laws and Project Requirements

**Please note:** If any part of a project is complete, all required permits for the completed work must be submitted with the project grant application. Failure to comply with all applicable Federal, State and local environmental laws could jeopardize or delay potential funding. This brochure is not intended to be inclusive of all possible laws, but those routinely encountered in disaster recovery.



FEMA

September 20, 2024

DR-4810-VT NR 012

FEMA News Desk: 802-288-7819

[FEMA-NewsDesk-DR-4810-VT@fema.dhs.gov](mailto:FEMA-NewsDesk-DR-4810-VT@fema.dhs.gov)

# News Release

## 30 Days Left to Apply for FEMA Assistance

**Williston, Vt.** – Vermonters affected by severe storm, flooding, landslides and mudslides from July 9-11, 2024, have until October 21, 2024 to apply for FEMA assistance.

This October 21, 2024 deadline is for residents of Addison, Caledonia, Chittenden, Essex, Lamoille, Orleans, and Washington counties.

If you were affected by the severe weather, you should apply as soon as possible. FEMA may be able to help with temporary housing, home repairs, privately-owned roads and bridges, and other disaster-related needs – and the faster you apply, the sooner you can get aid.

There are four ways to apply:

- Go online to [DisasterAssistance.gov](https://www.DisasterAssistance.gov).
- Call the FEMA Helpline at **800-621-3362**.
- Download the [FEMA's Mobile App](#).
- Visit a Disaster Recovery Center. For location and hours, visit [fema.gov/drc](https://www.fema.gov/drc).

To watch a video about how to apply, featuring American Sign Language, visit [FEMA Accessible: Registering for Individual Assistance \(youtube.com\)](#).

For the latest information visit [4810 | FEMA.gov](https://www.4810.fema.gov). Follow FEMA on X at <https://x.com/femaregion1> and at [facebook.com/fema](https://www.facebook.com/fema).

###

*FEMA's mission is helping people before, during, and after disasters.*

## DR-4810-VT NR 012 30 Days Left to Apply for FEMA Assistance

*All FEMA disaster assistance will be provided without discrimination on the grounds of race, color, sex (including sexual harassment), sexual orientation, religion, national origin, age, disability, limited English proficiency, or economic status. If you believe your civil rights are being violated, you can call the Civil Rights Resource line at 833-285-7448.*



## Disaster Field Operations Center East

**Release Date:** Sept. 20, 2024

**Contact:** Mark Ihenacho (404) 331-0333

[Mark.Ihenacho@sba.gov](mailto:Mark.Ihenacho@sba.gov)

**Release Number:** 24-655, VT 20478/20479

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### Deadline to Apply for SBA Physical Disaster Loans Approaching in Vermont

**ATLANTA** – The [U.S. Small Business Administration \(SBA\)](#) is reminding businesses, private nonprofit organizations, homeowners and renters in **Vermont** affected by the severe storms, flooding, landslides and mudslides that occurred July 9 – 11, to apply for physical damage disaster loans by the **Oct. 21** deadline.

Those affected by the disaster should not wait to settle with their insurance company before applying for a disaster loan. If a survivor does not know how much of their loss will be covered by insurance or other sources, SBA can make a low-interest disaster loan for the total loss up to its loan limits, provided the borrower agrees to use insurance proceeds to reduce or repay the loan.

The disaster declaration covers Addison, Caledonia, Chittenden Essex, Lamoille, Orleans and Washington which is eligible for both Physical and Economic Injury Disaster Loans from the SBA. Small businesses and most private nonprofit organizations in the following adjacent counties are eligible to apply only for SBA Economic Injury Disaster Loans (EIDLs): Franklin, Grand Isle, Orange, Rutland and Windsor in **Vermont**; Coos and Grafton in **New Hampshire** and Clinton, Essex and Washington in **New York**.

Applicants can still get assistance at SBA’s Business Recovery Center (BRC) in Washington County. Customer Service Representatives at the BRC will help business owners complete their disaster loan application, accept documents, and provide updates on an application’s status. Walk-ins are accepted, but you can [schedule an in-person appointment at an SBA Disaster Recovery Center in advance](#). The Center address and hours of operation are indicated below.

<b><u>Business Recovery Center (BRC)</u></b>	
Washington County	
Barre Municipal Auditorium	
<a href="#">20 Auditorium Hill</a>	
Barre, VT 05641	
Hours:	Monday - Friday, 9 a.m. to 6 p.m. Saturday, 10 a.m. to 2 p.m.
Closed:	Sunday

With the changes to FEMA’s Sequence of Delivery, survivors are now encouraged to simultaneously apply for FEMA grants and the SBA low-interest disaster loan assistance to fully recover. FEMA grants are intended to cover necessary expenses and serious needs not paid by insurance or other sources.

The SBA disaster loan program is designed for your long-term recovery, to make you whole and get you back to your pre-disaster condition. Do not wait on the decision for a FEMA grant; apply online and receive additional disaster assistance information at [sba.gov/disaster](https://sba.gov/disaster).

Applicants may also call the SBA's Customer Service Center at (800) 659-2955 or send an email to [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov) for more information on SBA disaster assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Submit completed loan applications to SBA no later than **Oct. 21, 2024**. The deadline to submit economic injury applications is **May 20, 2025**.

###

### **About the U.S. Small Business Administration**

*The U.S. Small Business Administration helps power the American dream of business ownership. As the only go-to resource and voice for small businesses backed by the strength of the federal government, the SBA empowers entrepreneurs and small business owners with the resources and support they need to start, grow or expand their businesses, or recover from a declared disaster. It delivers services through an extensive network of SBA field offices and partnerships with public and private organizations. To learn more, visit [www.sba.gov](https://www.sba.gov).*

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: September 23, 2024  
Subject: Department Operations Updates  
Agenda: Agenda Item "N"

Electric Department

- After-hours on-call answering service – Demo scheduled with New England Call Center on 09/24/2024. Lyndonville Electric is very satisfied with their service.
- Tariff rider is pending Board approval/PUC submission.
- Hydro plant bond vote 09/20/2024 – outcome?
- Meeting with Lyndonville Electric and Orleans Village went well. Several issues that affect all three utilities were discussed, such as communication coverage, linemen, mutual aid, and AMI.
- Scheduled outage for both Barton electric customers and Orleans Electric customers overnight from October 1, 2024 to October 2, 2024. Ads will be placed in the Chronicle, the Newport Daily Express, the Caledonia Record, and sent to all affected municipalities. Rain date is October 2, 2024 to October 3, 2024.

Wastewater Department

- All data requested submitted to John Merrifield for the Collection System Capacity Survey.
- The wastewater treatment facility continues to operate well and all reporting deadlines are being met.

Water Department

- The Vermont Bond Bank/ARPA Funds tier 1 applications for flood damage are currently being accepted. Tier 2 applications for age related defects will be accepted sometime in the fall.
- The water treatment facility continues to operate well and all reporting deadlines are being met.

Highway Department

- Paving continues between flood recovery projects.

- Salt/sand shed – Barton Village has been awarded an additional \$138,900 in grant funding from the USDA Community Facility REAP Grant, bringing the total to \$231,900. An additional \$77,300 needs to be funded to complete the project.
- The Village has received \$97,542.54 in FEMA reimbursement for road repairs stemming from the July 2023 flood.
- See Flood update for additional information.

#### Village Department

- School crossing signs – All the prep work has been done to install the signs but they are more expensive than originally anticipated (over \$5,000). Currently getting more quotes from suppliers.
- The Village received \$20,000 of the promised \$80,000 flood recovery funds from the FY24 Budget Adjustment Act. No news on when the rest can be expected.
- The BOT inspected Washington Terrace (TH422) on 08/21/2024 as part of the process of discontinuing the road. Vera LaPorte working on easement with Kevin Henry at Primmer & Piper and the final report.
- The VT-ALERT system has been used effectively several times to communicate with Village residents about hydro facility information.
- Vera LaPorte was confirmed by the Judicial Bureau as the Custodial and Enforcement official for the purpose of writing tickets and enforcing ordinances. Ticket book and envelopes are on their way.
- See Flood update for additional information.

**Proposed Motion:** None.



**BARTON ELECTRIC  
ORLEANS ELECTRIC  
NOTICE OF PLANNED OUTAGE**

All Barton Electric and Orleans Electric customers are hereby notified that a planned outage will take place on the evening of Tuesday, October 1, 2024 beginning at 10:00pm and ending the morning of Wednesday, October 2, 2024 at 5:00am for necessary maintenance and upgrades.

The rain date will be Wednesday, October 2, 2024 beginning at 10:00pm and ending the morning of Thursday, October 3, 2024 at 5:00am.

Barton Electric customers may contact the Barton Village Office at 802-525-4747 with any questions.

Orleans Electric customers may contact the Orleans Village Office at 802-754-8584 with any questions.