Barton Village, Inc.

Regular Trustees Meeting

Monday, November 25, 2024 6:00 PM Barton Village Memorial Hall

Agenda

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

ACTION ITEMS:

- D. Minutes from the Regular Board of Trustees Meeting October 28, 2024
- E. Minutes from the Regular Board of Trustees Meeting November 11, 2024
- F. Minutes from the Board of Abatement Hearing November 11, 2024
- G. Minutes from the Special Board of Trustees Meeting November 20, 2024
- H. Bills and Warrants
- I. Financials for Period Ending 10/31/2024
- J. 2025 Employee Benefit Proposal (Non-IBEW)
- K. CNB Line-of Credit Loan Documents
- L. Lien Discharge

DISCUSSION ITEMS:

- M. Water Department Update
- N. Municipal Energy Resilience Program (MERP) Grant
- O. Flood Update
- P. Department Operations Updates

OTHER ITEMS:

Q. Other Business

EXECUTIVE SESSION ITEMS:

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

Upcoming Meetings:

Regular Board Meeting: 12/09/2024 Regular Board Meeting: 12/23/2024

Barton Village, Inc. Regular Trustees Meeting

Monday, October 28, 2024 6:00 PM Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Marilyn Prue (Trustee), Ellis Merchant (Trustee), Vera LaPorte (Business Manager), Jacqueline Laurion (Clerk), Andy Sicard (DPW Foreman), Amy Braun (Lead Finance/HR)

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 November 11, 2024 at https://bartonvt.com/agenda-minutes/

- A. Call to Order: Gina Lyon called the meeting to order at 6:01PM.
- B. Changes to the Agenda/Additions or Deletions: Jacqueline Laurion questioned the 11/27/2024 Regular Trustees Meeting as scheduled on the agenda. This was an error, and it should have stated 11/25/2024.
- **C. Privilege of the Floor:** None.

ACTION ITEMS:

- D. **Minutes from the Regular Board of Trustees Meeting October 14, 2024**: Gina Lyon made a motion to accept and approve the meeting minutes as presented. Ellis Merchant 2nd. Motion carried.
- E. **Bills and Warrants:** Gina Lyon made a motion to continue reviewing the bills and warrants throughout the meeting and approve at the end. Marilyn Prue seconded. All approved and motion carried.

F. Property Liens for Water/Sewer/Electric Services:

The following Village properties have overdue water, sewer, and/or electric balances totaling \$5,356.82 and should be liened.

Service Location	Water	Sewer	Electric	Total
100 Glover Road*	\$165.62	\$272.01	\$110.64	\$548.27
6 Park Street*	\$220.43	\$379.18		\$599.61
3 Lake Street*	\$326.73	\$506.94		\$833.67
271 Elm Street*	\$326.73	\$506.94		\$833.67
165 Water Street*	\$272.04	\$430.69		\$702.73
184 Glover Road	\$354.46	\$545.57		\$900.03
103 Lakefront Lane*	\$187.88	\$174.08	\$361.35	\$723.31
			TOTAL	\$5,356.82

^{*} Previously turned over to Delinquent Tax Collector

Gina Lyon made a motion to approve placing liens for delinquent water, sewer, and electric accounts on the properties as presented. Ellis Merchant 2nd. Motion carried.

G. Warrant to the Delinquent Tax Collector for Water/Sewer/Electric Accounts:

Seven (7) water/sewer/electric accounts are delinquent by over six (6) months and should be turned over to the Delinquent Tax Collector for collection. The total delinquency is \$5,356.82.

Service Location	Water	Sewer	Electric	Total
100 Glover Road*	\$165.62	\$272.01	\$110.64	\$548.27
6 Park Street*	\$220.43	\$379.18		\$599.61
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			TOTAL	\$5,356.82

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Gina Lyon made a motion to approve placing liens for delinquent water, sewer, and electric accounts on the properties as presented. Ellis Merchant 2nd. Motion carried.

H. **Truck Sander Purchase:** As the Board is aware, the Village no longer receives plowing assistance from the State and will take over the maintenance of those roads this winter. The 2024 GMC purchased this year has already been outfitted with a plow, but now needs a sander. The following are two quotes obtained for the same make and model of sander that the village already owns:

Fisher Tempest 2.2 CY Sander with Auger

- Champlain Valley Equipment \$9,552.00
- New Hydraulics \$10,984.00

DPW Foreman Andy Sicard would like to keep the make/model consistent for ease of use and repair.

The Trustees have concerns that the current 2024 truck is not the best fit for the sander. The concern is that future repairs, rust and damage would take place to the new 2024 truck with the addition and removal of the sander. They would like to see what it would take to get the 2012 International rig up and inspected to apply the sander to the International. The Trustees want Andy Sicard to get an estimate on repairs for the 2012 International truck and sell the new truck bed that is not being used and sitting in the yard.

The Trustees will table the purchase of a new sander until a repair estimate comes in on Truck 6 (2012 International) and they find out how much the Village can get for the new truck bed not being used.

Andy Sicard requested the use of a Village truck to travel between his home and the Village garage, citing that many neighboring municipalities allow it. Gina Lyon stated that the Village could not afford another truck and reminded everyone of the difficulty they endured passing the 2024 budget. Andy Sicard stated that he would like to use it to check the roads during the winter. Gina Lyon stated that she understood his request, but that the Village simply did not have the money. Chipper Merchant asked if his concern was with the loss of money from using his own vehicle and Andy Sicard agreed that it was. Gina Lyon asked if he received a stipend from the Village that covered his time and expense for checking the roads. Andy Sicard confirmed that he did. Vera LaPorte suggested using the recently purchased truck instead. Gina Lyon and Marilyn Prue asked if he had ever had this benefit before and wondered why they were only hearing about it now. Andy Sicard stated that he had been granted it by the previous Board, and that when the new truck was purchased he had asked Crystal Currier about the possibility, but that Crystal Currier thought that there might be insurance ramifications. Gina Lyon stated that they would check with Crystal Currier the next time she was in the office.

DISCUSSION ITEMS:

I. 2025 Land and Water Conservation Fund

The Land & Water Conservation Fund (LWCF) supports the development of public outdoor recreation opportunities across Vermont, with a focus on creating parks and open spaces, enhancing recreation areas and facilities, and protecting wilderness areas and forests.

Funds are apportioned to federal agencies, and to the 50 states and 6 territories through the U.S. Department of the Interior National Park Service (NPS). In Vermont, LWCF is administered by the Vermont Department of Forests, Parks & Recreation.

- Acquisition of land for parks and public outdoor recreation
- Development of new outdoor recreation facilities

Renovation of existing facilities for outdoor recreation

Eligible applicants include municipal entities and state agencies only (e.g. towns, cities, school districts, water districts, park districts, etc.). Recommended request range is \$25,000-\$1,000,000 with 50% match required. Pre-applications are due December 13, 2024. If not applied for this year, it will come around in 2025.

Research should be done as to how the Village acquired the land where the ballfield is currently located. Research as to what can be done on that land that will enhance the Village.

J. Flood Update:

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
 - o 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
 - o The application deadline is October 21, 2024 DEADLINE HAS PASSED
- 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
 - Call the SBA's Customer Service Center at 800-659-2955 or email disastercustomerservice@sba.gov
 - o The application deadline is October 21, 2024 DEADLINE IS EXTENDED
- 09/27/2024 Received STANTEC/NVDA RIVER project recommendation to buyout/elevate homes on Glover Road and Elm Street. "Due to the steep topography, and the use restrictions on the only open parcel where flood storage could occur, the best solution to mitigate flooding here is to buy out the parcels/homes that are experiencing flooding. Recommend structure elevation or mitigation reconstruction as an alternative." Subsequent meetings have determined that no projects in Barton Village will be recommended at this time.
- 10/03/2024 "Kickoff" call with VEM consultant.

- 10/09/2024 Exploratory call with VEM/FEMA PDMG to go over Disaster Inventory. The Recovery Scoping Meeting will be held in approximately 2 weeks.
- 10/25/2024 Disaster Inventory submitted.

Buyouts

- Grant awards for DR-4720 buyouts cannot be made until FEMA's INF is lifted.
- Two property owners have completed the buyout paperwork.
- One property owner formally 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
 - Initial research by VT State Rail and Aviation Bureau indicates the aqueduct is not owned by the railroad. STANTEC has no information to provide at this time, however David Snedeker with NVDA has offered to assist with applying for grant funding for legal/surveying fees if the Village wishes to take ownership.
- Ball Field
 - The softball association has moved to Glover and will not be able to assist with cleanup and guidance. DPW Foreman Andy Sicard will be in touch with someone in the area from the minor league who can possibly help.
- High Street/St. Paul's Cemetery Access Road
 - Culvert/road is currently stable and will be addressed with FEMA Hazard Mitigation.
 - Guard rail will be installed the week of 11/11/2024.
- Pageant Park Road Culvert
 - Replacement culvert is ordered and should arrive the week of 10/28/2024.
 Currently working with a contractor to determine the best method of installation and scheduling.

K. Department Operations Updates:

Electric Department

- After-hours on-call answering service will be changed to New England Call Center ASAP.
- Tariff rider has been submitted to the PUC and is pending review.
- Electric sales to Pageant Park's seasonal campers totaled \$3,538.31.
- Vera LaPorte attended a meeting with Steve Farman (VPPSA), Scott Johnstone
 (Morrisville Water & Light) and a State contractor regarding the electrification of the
 RCT fleet and possible locations for storage and EV charging stations. The charging
 stations would require three-phase service and several locations throughout the Village
 were identified as possibilities. This project is currently in the study phase.
- Ken Nolan (VPPSA) will be attending the Regular BOT Meeting on 11/11/2024 to continue discussions about Advanced Metering Infrastructure (AMI).

Wastewater Department

- Glover agreement Since the Glover agreement is based mainly on flow and BOD/TSS,
 Mike Mainer with Aldritch & Eliott has advised against updating it until it can be
 determined with 100% certainty that the high strength wastewater originates from
 Glover's users. He has been given some data to make the determination, but more
 sampling may need to be done.
- Facility upgrade Mike Mainer would like to submit the final report to the State by the end of the year. He also suggested visiting Hardwick's wastewater facility as it is very similar to the upgrade option that the Trustees are considering.
- The wastewater treatment facility continues to operate well and all reporting deadlines are being met.

Water Department

- The Vermont Bond Bank Small System Capacity and Resiliency Program (SCRP) Tier II
 grant applications are currently being accepted. Backup generators unfortunately do not
 meet the criteria but refurbishing the carbon filters may, as well as the previously
 purchased chlorine analyzer. Applications are due 12/02/2024.
- A recent audit of water/sewer accounts produced several meters that are underperforming or may not be reading at all. DPW Foreman Andy Sicard and DPW Utility Worker Garrett Heath are working on testing/replacing them.
- The water treatment facility continues to operate well and all reporting deadlines are being met.

Highway Department

- Paving is complete for the season. The potholes on School Street, Church Street, and Pageant Park Road have all been filled.
- The failing culvert on Eastern Avenue has apparently been a known issue since 2021.
 Andy Sicard and Garrett Heath have shored up the area with riprap and ditching. This project may be eligible for grant funding through the 2026 Vermont Better Roads Program (20% grant match if project is \$60,000 or less). Applications are due 12/27/2024.
- Bethany Ford's property has been cleaned up and re-seeded.
- Salt/sand shed Tyler Billingsly is working on the RFP and hopes to have it in place by the end of the year and bids accepted for construction in spring of 2025. Community National Bank and Passumpsic Bank have both shown interest in financing the remaining amount required.
- Ditching around the Village has begun with Roaring Brook Road, Glover Road, Vigario Lane, and High Street in particular focus.

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. Marilyn Prue has provided some helpful insight on the intended use of these funds.
- 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.
- Offer of employment for the Lead Finance/HR position was extended to Amy Braun and she accepted. Her first day was 10/21/2024. Welcome, Amy!
- Crystal Currier (VPPSA) has offered to stay one day per week after retirement to wrap up some projects and continue training her replacement.
- The ATV Ordinance amendment was published in the Chronicle on 10/23/2024 and posted at the Village office, C&C Supermarket, Post Office, Community National Bank, and the Barton Public Library.

OTHER ITEMS:

L. **Other Business:** A tax abatement request came in for one of the sites at Belview Campground. The campground owner gave a list of names occupying spaces at the campground to Barton Town as they do each year and that person's name was not listed. This appears to be a grand list clerical error. The Village Trustees will advise Shelia Martin to forgo any billing on this person's former camp site. Marilyn Prue made a motion to waive the \$34.22 tax for Chris Pearson that was sent out in error. Gina Lyon 2nd the motion. Motion carried.

Crystal Currier - The Trustees have been invited to a retirement party for Crystal Currier (VPPSA). Crystal has assisted in the financial management of the Village for a few years now. The trustees plan on attending on 11/16/2024 at 12:00pm at Capital Plaza in Montpelier.

Barton Birthday Celebration – The Trustees with celebrate the 150th anniversary of Barton Village's incorporation on 11/23/2024 from 1pm-3pm in the Barton Memorial Building Hall. All are welcome to enjoy some cake and other refreshments while celebrating the Village's "birthday."

EXECUTIVE SESSION ITEMS:

- M. Executive Session Legal Action: 1 V.S.A. § 313 (a)(1)(E) None.
- N. Executive Session Personnel: 1 V.S.A. § 313 (a)(3) Gina Lyon made a motion at 8:23pm to go into Executive Session. The board came out of executive session at 9:34pm with no action taken.
- O. **Adjourn:** Gina Lyon made a motion to adjourn the meeting at 9:34pm. Ellis Merchant seconded the motion. Motion carried.

Upcoming Meetings:

Regular Board Meeting: 11/11/2024 Regular Board Meeting: 11/25/2024

Barton Village, Inc. Regular Trustees Meeting

Monday, November 11, 2024 6:15 PM Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Marilyn Prue (Trustee), Vera LaPorte (Business Manager), Amy Braun (Lead Finance/HR), Jacqueline Laurion (Clerk), Ken Nolan (VPPSA), Ed Barber (Newport Daily News), Denis Fortin (Manager of Hydro Power Plant), Shelia Martin, Johanna Pastel

Agenda

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

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- **A.** Call to Order: Gina Lyon called the meeting to order at 6:15pm.
- B. **Changes to the Agenda/Additions or Deletions:** Jacqueline noticed there were two Agenda G items in the packet. The Warrant reflected correctly, but the packet had an error.
- C. **Privilege of the Floor:** Johanna Pastel of Lake Region Theater would like to use the Theater and Hall from January 2nd to February 16th with performance dates of 2/13,2/14,2/15Th. A security deposit of \$1,500 was offered to the Village and Gina Lyon suggested a security deposit of \$500.00 instead. Gina Lyon made a motion to allow Lake Region Theater use of the Theater and Hall for the from January 2nd to February 16th with performance dates of 2/13,2/14,2/15Th. Marilyn Prue seconded. The motion passed unanimously.

ACTION ITEMS:

- D. **Minutes from the Regular Board of Trustees Meeting October 28, 2024**.: Gina Lyon would like to have the minutes from 10/28/2024 amended to reflect that she stated the Trustees could not offer Andy Sicard the Village Truck to take home in the evenings as he had requested.
- E. **Bills and Warrants: Marilyn Prue has reviewed the bills and warrants and they were set for approval.** Gina Lyon made a motion to accept the bills and warrants as presented and reviewed. Marilyn Prue seconded. Motion carried.
- F. Short-Term Financing for Hydro Projects: (Hydro Projects LOC)
 As the Board is aware, we are starting to move forward with the design and engineering for the various hydro projects and starting to work on those projects that are outside the

scope of the engineering (Generator, fuel tank). We are already receiving interim bills from Dubois & King for their work and we will have more costs coming in as we move forward.

The goal is to enter into long-term financing with the Vermont Municipal Bond Bank (VMBB). The VMBB only accepts applications and funds twice per year – applications due in December get funded in Jan/Feb and applications in May get funded in Jun/Jul. Unfortunately, once funded the full loan amount gets advanced to the bond trustee. Barton Village would not be required to pay principal but would be required to pay interest on the full loan amount. Given that we would not be drawing on the funds, the interest could be partially mitigated by investing the unused portion of funds. That said, even with a mitigated interest cost, it will likely cost more to fund the full loan amount rather than only paying interest to a local lender for the amount that has been drawn as the majority of costs won't likely occur until summer/fall of 2025.

E	X	a	r	n	p	l	e	

Amount Borrowed via VMBB	\$3,000,000
Mitigated Interest Rate	1.5%
Estimated Annual Cost	\$45,000
Amount Borrowed prior to Jul25	\$250,000
LOC Interest Rate	5.0%
Estimated Annual Cost	\$12,500

We have received initial interest from two local lenders – Community National Bank and Passumpsic Bank. The letter of interest from Community National Bank is attached and I have confirmed the rate (5.0%) as of today remains in the ballpark. I received an initial rate indication from Passumpsic Bank (5.35%, on 10/24) but have not received anything in writing.

Based on this information, I would recommend Barton enter into a LOC with Community National Bank for a period not-to-exceed one year, then apply to the VMBB in their spring application process (likely due in May). This would provide Barton with funding for the smaller projects and a timeframe that will allow for cross-over time to get everything in place with the VMBB.

As a reminder, Barton has both PUC approval and voter approval so once approved as noted below, Barton will instruct CNB to prepare the loan documents for approval at a Hydro Generator/Fuel Tank/Heater.

Gina Lyon made a motion to move forward with Community National Bank to open a Line-of-Credit in an amount not-to-exceed \$3.0 million for a period not-to-exceed 12 months. Marilyn Prue seconded the motion. The motion carried.

G. Hydro Generator/Fuel Tank/Heater: The first of the hydro projects is the purchase and installation of a backup generator and related fuel tank. Outreach was made to three companies to obtain interest and pricing for the Generator – MEI, The Farmyard Store and Brookfield Services and three companies for the fuel tank and heater – Bournes, The Farmyard Store and Fred's Energy. After several attempts contacting the vendors, we have only received interest and pricing from MEI for the generator and Fred's Energy for the heater and fuel tank. MEI has

indicated that once they receive approval, they can get the backup generator and switchgear in place quickly.

The quotes from MEI and Fred's are attached for the Board's information. You will see that the amount on each quote is less than the amount listed in the proposed motion, this is to allow for any unexpected changes and hopefully, will eliminate the need to delay the installations if such changes occur and the pricing changes slightly. Anything above the "not-to-exceed" amounts will be brought back to the Board for further consideration.

Gina Lyon made a motion to approve the quote from MEI in an amount not to exceed \$60,000 for the backup generator, switchgear and installation and the quote from Fred's Energy in an amount not to exceed \$5,500 for the fuel tank. Marilyn Prue seconded the motion. The motion carried.

H. Revised Warrant to the Delinquent Tax Collector for Water/Sewer/Electric Accounts:

At the previous Regular Trustees Meeting on 10/28/2024 the Board approved a Warrant to the Delinquent Tax Collector for Water/Sewer/Electric Accounts. One customer paid before the warrant could be sent to the Delinquent Tax Collector, necessitating a revision. Six (6) water/sewer/electric accounts are delinquent by over six (6) months and should be turned over to the Delinquent Tax Collector for collection. The total delinquency is \$4,417.98.

Service Location	Water	Sewer	Electric	Total
100 Glover Road*	\$165.62	\$272.01	\$110.64	\$548.27
6 Park Street*	\$220.43	\$379.18		\$599.61
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184 Glover Road	\$354.46	\$545.57		\$900.03
			TOTAL	\$4,417.98

^{*} Previously turned over to the Delinquent Tax Collector

Gina Lyon made a motion to approve the revised warrant to the delinquent tax collector for collections of delinquent water/sewer/electric accounts as presented. Marilyn Prue seconded the motion. The motion carried.

DISCUSSION ITEMS:

I. Advanced Metering Infrastructure - (Ken Nolan, VPPSA) lead the discussion on the future of Advanced Metering Infrastructure (AMI) in Barton Village. AMI Benefits would be automatically reads using radio frequency in 15 minute increments. kWh and kVar quantities in both directions. Net metering can be read on all meters. Allows power factors to be calculated. Remote disconnect/reconnect. Tamper notifications, outage notifications. Remote read and pinging capability. Easier engineering analysis and preventive analytics. With GIS provides visualization of system conditions.

Barton needs to decide by March of 2025 if they want to be part of this AMI project. 10 of the 11 Vermont electric utilities have signed on. Barton Village is the only one that has not signed up yet. Orleans, Hardwick, Enosburg, Johnson, Ludlow, Jacksonville, Northfield & Swanton have signed on to the AMI just to name a few. Green Mountain Power, Vermont Electric, and Burlington Electric have been using AMI since 2016.

VPPSA must report to PUC by April of 2025. Barton would be in the 3rd tranche starting work in late 2025 or early 2026. Currently this proposal does not include water. Just electric.

This part of the project will cost Barton Village; Gross Capital costs = \$641,541.00 LESS the Grant funding of \$312,128. **NET Capital Cost of \$329,414.00.** VPPSA can finance 5.28% with a 10yr term =\$43,300 per year. Annual operations and maintenance cost \$20,000 with total cost being \$63,300 per year.

Customers would be able to track usage. Questions about high bill or very low billing, the Village office can easily identify the issue.

With this system, verbal contact must be made prior to shutting them down. Once the bill is paid or brought up to date there is still going to be a potential 24hr reconnect timeframe depending on the time of day the bill is brought up to par. Example: If a person comes to the Village office at 3:50pm and the office closes at 4pm, the chances of the power getting turned back on that same date won't happen.

The customer has the option to keep the current electric meter they have now or change over to the new AMI meter. Under Vermont statue the customer can't be forced to change, but the benefits have proven to benefit the customer as well as the town / village.

The new AMI meters would last up to 15 years. Meter replacement would be a utility expense for current owners with the "old style" non-AMI meter. If a new construction takes place, then the homeowner will be responsible for buying the AMI meter.

The Trustees will table this decision until February, 2025. But start a campaign to inform Barton Electric customers in January.

J. Flood Update

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.
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 - Call the SBA's Customer Service Center at 800-659-2955 or email disastercustomerservice@sba.gov
 - The application deadline is October 21, 2024 DEADLINE EXTENDED TO NOVEMBER 25, 2024
- 09/27/2024 Received STANTEC/NVDA RIVER project recommendation to buyout/elevate homes on Glover Road and Elm Street. "Due to the steep topography, and the use restrictions on the only open parcel where flood storage could occur, the best solution to mitigate flooding here is to buyout the parcels/homes that are experiencing flooding. Recommend structure elevation or mitigation reconstruction as an alternative." Subsequent meetings have determined that no projects in Barton Village will be recommended at this time.
- 10/03/2024 "Kickoff" call with VEM consultant for July 2024 storm (DR-4810).
- 10/09/2024 Exploratory call with VEM/FEMA PDMG to go over Disaster Inventory for DR-4810.
- 10/25/2024 Disaster Inventory submitted for DR-4810.
- 11/01/2024 Federal cost share for July 2023 storm (DR-4720) increased to 90%.
- 11/07/2024 Final project for DR-4720 Category Z (administrative costs) submitted.

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
 - Initial research by VT State Rail and Aviation Bureau indicates the aqueduct is not owned by the railroad. STANTEC has no information to provide at this time, however David Snedeker with NVDA has offered to assist with applying for grant funding for legal/surveying fees if the Village wishes to take ownership.
- Ball Field
 - The softball association has moved to Glover and will not be able to assist with cleanup and guidance.
- High Street/St. Paul's Cemetery Access Road
 - Culvert/road is currently stable and will be addressed with FEMA Hazard Mitigation.
 - Guard rail will be installed the week of 11/11/2024.
- Pageant Park Road Culvert
 - Replacement culvert is in and tentative schedule is the week of 11/18/2024.
 Affected residents will be notified when schedule is confirmed.

K. Department Operations Updates:

Electric Department

- After-hours on-call answering service will be changed to New England Call Center ASAP.
- Tariff rider has been submitted to the PUC and is pending review.
- Ken Nolan (VPPSA) will be attending the Regular BOT Meeting on 11/11/2024 to continue discussions about Advanced Metering Infrastructure (AMI).

Wastewater Department

- Glover Agreement More sampling will be required to determine if high strength flow from Glover is typical or just a fluke. Wastewater Operator Nate Therrien to Establish sampling schedule. Part of the agreement is based on BOD, which According to the current data is higher than what is provided for in the agreement.
- Facility Upgrade Need potential dates for touring the Hardwick facility. The Trustees will put something on the books for January of 2025.
- Vera LaPorte, Amy Braun, Emily Marlow, Julie Nelson, and Crystal Currier attended a training for El Dorado (utility billing software) on 11/08/2024.
- The wastewater treatment facility continues to operate well and all reporting deadlines are being met.

Water Department

- The Vermont Bond Bank Small System Capacity and Resiliency Program (SCRP) Tier II grant applications are currently being accepted. Backup generators Unfortunately, do not meet the criteria but refurbishing the carbon filters may, as well as the previously purchased chlorine analyzer. Applications are due 12/02/2024.
- A recent audit of water/sewer accounts produced several meters that are underperforming or may not be reading at all. DPW Foreman Andy Sicard and DPW Utility Worker Garrett Heath are working on testing/replacing them.

 The water treatment facility continues to operate well and all reporting deadlines are being met.

Highway Department

- The failing culvert on Eastern Avenue has apparently been a known issue since 2021.
 Andy Sicard and Garrett Heath have shored up the area with riprap and ditching. This project may be eligible for grant funding through the 2026 Vermont Better Roads Program (20% grant match if project is \$60,000 or less). Applications are due 12/27/2024.
- Salt/sand shed Tyler Billingsly is sending the Request for Proposal (RFP) to VT Rural Development for review ahead of the bid phase.
- Ditching around the Village has begun with Roaring Brook Road, Glover Road, Vigario Lane, and High Street in particular focus.
- The 2012 International has been rewired and is working as it should. Inspection is
 pending the arrival of a replacement license plate that was damaged during paving. The
 sander can now be placed on the 2012 International truck and used.
- 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 BOT inspected Washington Terrace (TH422) on 08/21/2024 as part of the process of discontinuing the road. Vera LaPorte working on an easement with Kevin Henry at Primmer & Piper and the final report.
- The ATV Ordinance amendment was published in the Chronicle on 10/23/2024 and posted at the Village office, C&C Supermarket, Post Office, Community National Bank, and the Barton Public Library. This will go into effect on 12/13/2024.
- See Flood update for additional information.

OTHER ITEMS:

L. Other Business:

- Gina Lyon spoke about the Barton Village celebration on 11/23/2024 1pm-3pm. Cake, balloons and a festive party to be hosted at the Barton Memorial Hall.
- The retirement party for Crystal Currier for 11/16/2024 was moved to Spring of 2025.
- The Village office phone system has been updated to reflect the correct office staff.
- Cell phones for Village staff that are out on the road and need (Vera, Andy, Nate & Lucas) to use when they send photos or communications to the office staff for a variety of reasons. (Broken meters, down power lines) etc. Vera LaPorte will start the process of Village owned cell phones. For anyone that does not want a work cell phone, a \$40.00 stipend will be given to the person and use of personal cell phone will be required. A cell phone contract will be drawn up for each Village employee to sign.
- Amy Braun states her training is going well, a conversation about office layout and desk arrangement to make the office more welcoming to visitors.

- Crystal Currier will review with Amy the task list that she has created for the day-to-day office operations. Cross training.
- Crystal Currier has offered to stay on with assisting Barton Village after she retires from VPPSA. She would be paid her usual rate, less benefits. So, it would be a lower hourly rate.
- Barton Village received a grant from Municipal Grants for Aid for the 2023 Ditching that
 took place on Pageant Park Road & Eastern Avenue. The Village was paid ½ of the
 \$11,500 Barton Village also applied for a grant in 2024 and the projects chosen for that
 was not determined. Vera LaPorte will speak with Andy Sicard to identify what projects
 he chose to apply to the 2024 Grant application.

EXECUTIVE SESSION ITEMS:

- M. Executive Session Legal Action: 1 V.S.A. § 313 (a)(1)(E) None.
- N. Executive Session Personnel: 1 V.S.A. § 313 (a)(3)- Gina made a motion 8:42pm to go into Executive Session. They adjourned at 9:20pm with no action taken.
- O. **Adjourn**: Gina Lyon made a motion to adjourn at 9:20pm. Marilyn Prue 2nd. Motion carried.

Upcoming Meetings:

Regular Board Meeting: 11/25/2024 Regular Board Meeting: 12/09/2024

Barton Village, Inc. Tax Abatement Hearing

Monday, November 11, 2024 6:00 PM Barton Village Memorial Hall

Attendance:

Gina Lyon (Chair), Marilyn Prue (Trustee), Vera LaPorte (Business Manager), Amy Braun (Lead Finance/HR), Jacqueline Laurion (Clerk), Ken Nolan (VPPSA), Ed Barber (Newport Daily News),

Denis Fortin (Manager of Hydro Power Plant), Shelia Martin

Agenda

Audio recording of this meeting can be found for 30 days following the official approval of these minutes at the next Regular Board of Trustees Meeting on November 28, 2024 at

https://bartonvt.com/agenda-minutes/

A. **Call to Order:** Gina Lyon called the meeting to order at 6:01pm.

ACTION ITEMS:

B. Tax Abatement Hearing for Christopher Pierson – 620 Eastern Avenue, Lot 32 Parcel #213030620.MH28 Mr. Pierson never resided at this location in 2023.

Amy Braun was sworn in as JP to stand on behalf of Christopher Pierson by Sheila Martin.

Amy has presented to the Trustees an error on the grand list. Both Gina Lyon and Marilyn Prue have reviewed all the information and approved the abatement.

C. Adjourn: Gina Lyon ended this portion of the meeting at 6:08pm. Seconded by Marilyn Prue. The motion carried.

Upcoming Meetings:

Regular Board Meeting: 11/11/2024 (directly after Tax Abatement Hearing)

Regular Board Meeting: 11/25/2024 Regular Board Meeting: 12/09/2024

Barton Village, Inc. Special Trustees Meeting

Wednesday, November 20, 2024 5:00pm Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Marilyn Prue (Trustee), Ellis Merchant (Trustee)

Agenda

Audio recording of this meeting can be found for 30 days following the official approval of these minutes at the next Regular Board of Trustees Meeting on November 25, 2024 at https://bartonvt.com/agenda-minutes/

- A. Call to Order Gina Lyon called the meeting to order at 5:03pm.
- B. Changes to the Agenda/Additions or Deletions None.
- C. **Privilege of the Floor** None.

EXECUTIVE SESSION ITEMS:

D. Executive Session – Personnel: 1 V.S.A. § 313 (a)(3) – Gina Lyon made a motion to enter Executive Session with the purpose of discussing Personnel: 1 V.S.A. § 313 (a)(3). Marilyn Prue seconded. All approved and the motion carried.

The Board came out of Executive Session with no action taken.

E. **Adjourn** – Gina Lyon made a motion to adjourn at 7:50pm. Ellis Merchant seconded. All approved and the motion carried.

Upcoming Meetings:

Regular Board Meeting: November 25, 2024 Regular Board Meeting: December 9, 2024

Paging Lyan 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 Currier

Date: November 25, 2024

Subject: Financial Reports-period ending 10/31/2024

Agenda: Agenda Item "I"

The unaudited financial reports for the period ending 10/31/2024 [with notes] are attached for your review.

Highlights:

Village:

Cash - \$439,925; Net Village - \$223,512 Due (to)from other Funds: (\$216,412) Net Profit (Loss) to date: \$85,822

- o Revenues -
 - CY2024 Tax Revenue added
 - \$3,403 interest income from WW loan
 - Pageant Park exceeded budget revenues
 - Grant Funds pertain to VT Community Foundation [Flood Recovery Resiliency Celebration] and ERAF [\$20K received]
 - Annual Rents received from departments.
- Expenses \$110,685 or 8.4% overbudget overall (excluding depreciation)
 - VPPSA Mgmt fees overbudget [delay in new hire]
 - Insurances paid in full for CY2024
 - 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.

<u>Highway:</u>

Cash on Hand: (\$106,529)

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

Net Profit (loss) to date: \$30,422

- Revenues:
 - Tax Revenues added for CY2024
 - State Street Aid received in full
- Expenses: 12.6% or \$40K overbudget overall (excluding depreciation)

- o Storm Damages
- o Tools/Equipment
- o Garage Fuel/WS budgeted under "village"
- o Insurances paid in full for CY2024
 - Additional of endorsement for new truck
- o 2nd Installment for Winter Maintenance to Barton Paid
- Winter Labor overbudget
- o Backhoe need to reallocate portion of cost to W/WW
- o Roadside Trimming
- Bridges/Culverts/Storm Drains

Electric:

Cash on Hand: \$256,742

Customer advances on hand due to NEK/Comcast Make-Ready work [\$375k]

LTD to total Assets Ratio: 42.0% Net Profit: \$388,512 (unadjusted)

Estimate Net Profit (Loss) as Adjusted: \$156,304

- Revenues:
 - o Sales: On-Budget
 - o Customer Jobs: overbudget, includes Comcast/NEK
 - Misc Revenues: includes sale of scrap metal; VERT reimbursement, Ck Fees
- Expenses: .1% overbudget overall (unadjusted and excluding depreciation); 17.7% overbudget overall (adjusted and excluding depreciation)
 - o Gross Revenue Tax annual exp paid
 - VPPSA Expenses for Sep/Oct pending Power settlement for Sep/Oct, Operations & Mgmt Fees for Oct
 - o Labor for outages overbudget
 - o Insurances paid in full for CY2024
 - o 2024 VHB Contract Supplement added

Water:

Cash on Hand: (\$3,770)

LTD to total Assets Ratio: 21.4% Net Profit (loss) to date: \$40,129

- Revenues:
 - Water sales slightly underbudget [rate increase not implemented until May/Jun]
 - o Tax Revenues entered for CY2024
- Expenses overall \$21,687 or 10.5% overbudget (excluding depreciation)
 - o Labor overbudget by approx. 66% or \$31K
 - Storm Related
 - Meter Reading
 - Office Supplies

- Computer Expenses
- o Outside Services Repairs at facility
- o Insurances paid in full for CY2024

Wastewater:

Cash on Hand \$69,969

LTD to total Assets Ratio: 17.6% Net Profit (loss) to date: \$77,554

- Revenues:
 - Wastewater sales underbudget [rate increase not implemented until Apr]
 - o Segregated Glover revenue from general user fees for clarity
 - Wastewater tax/assessment revenues added for CY2024
- Expenses overall 10.0% or \$41K underbudget (excluding depreciation)
 - Overbudget items:
 - Training costs
 - Interest Expense (includes \$3,403 for interest to Village)
 - Structures & Equipment
 - Computer expense new PC
 - Insurances paid in full for CY2024
 - Meter Reading
 - Office Supplies

Proposed Motion:

Motion to accept the unaudited financial reports for the period ending 10/31/2024 as presented.

VILLAGE				
Balance Sheet				
For Period Ending:	October 31, 2024			
Account	Description	+	Balance	Notes
12-1-00-012.000	General Checking	\$		Net Village: \$223,512
12-1-00-012.050	Due to / From (CASH)	\$	(216,412.46)	i
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	Defered Outflows-Pension	\$	15,824.00	
12-1-00-130.120	Community / Backhoe	\$	-	
12-1-00-130.130	Community / Capital Reser	\$	26,088.90	\$200K loaned to WW
12-1-00-141.140	Notes Rec-WW/Village	\$	· · · · · · · · · · · · · · · · · · ·	Loan Receivable from WW
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	\$	73,356.22	
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	\$	41,406.67	
12-1-23-390.000	General Structures and Equip-CG	\$	16,640.40	
Total Assets	Content of the conten	_	1,297,049.74	
12.2.00.221.122	V7.14			
12-2-00-221.130	VT Municipal LN/2015 Ford	\$	- 44.276.00	
12-2-00-228.000	Defered 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	\$	10,000,40	
12-2-00-232.100 12-2-00-232.300	Accounts Payables	\$	19,800.40	
	Accounts Payables-Tax Collector	\$	- 20.640.00	
12-2-00-233.000	Net Pension Liability	7	39,648.00	
12-2-00-242.000	Accrued Payroll	\$	- 402.40	
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	\$	1 770 05	Post panding in Navamber
12-2-00-242.410	VT State Withholding Tax	\$	1,776.85	Pmt pending in November
12-2-00-242.420	FICA/MEDI Withholding Tax	\$	- E E 1 F C 4	Post panding in Navambar
12-2-00-242.430	Municipal Retirement With	\$		Pmt pending in November
12-2-00-242.440	Health Insurance Withhold	\$	(1.37)	i
12-2-00-242.450	Union Dues Withholding	\$	322.60	Pmt pending in November
12-2-00-242.460	Child Support Withholding	\$	- 250.05	Post nanding in Navamber
12-2-00-242.465	Childcare Witholding	\$	256.95	Pmt pending in November
12-2-00-242.470 12-2-00-242.500	Employee Savings Withhold Accrued Tax Attorney Fees	\$	- (A61 A6)	
12-2-00-242.500	Deferred Grant Funds	\$	(461.46)	
		\$	100.00	
12-2-21-235.100 12-2-23-252.000	Key Deposits Community Garden	\$	4,259.38	
	Pageant Park Deposits	\$	4,259.38	
1 /_ 1 _ 21 _ 1 7 0 1 1 1 1 1 1	i ageant raik pehosits		+,550.00	
12-2-31-235.100	Fund Balance	Ċ		
12-2-31-235.100 12-3-00-000.000 12-3-00-215.000	Fund Balance Appropriated Earning	\$	266,474.87	

VILLAGE			
Balance Sheet			
For Period Ending:	October 31, 2024		
Account	Description	Balance	Notes
		\$ 1,211,227.80	
Current Year Net Income (Lo	nss)	\$ 85,821.94	
Total Liabilities & Earnings)	\$ 1,297,049.74	
Variance		\$ -	

VILLAGE							
Profit & Loss Stateme	ont						
For Period Ending:	October 31, 2024			\vdash			
For Period Ending:	October 51, 2024						
						Actual	
			2024		2024	as % of	
Account	Description		Budget		YTD	Budget	Notes
12-4-00-415.200	Service Bill Labor/Equipm	\$	-	\$	-	0%	
12-4-00-417.100	Taxes and Assessment Fees		72,578.42		72,522.73	100%	
12-4-00-417.110	PILOT	\$	-	\$	-	0%	
12-4-00-417.112	PILOT - Electric	\$	13,125.00	\$	13,125.00	100%	Annual
12-4-00-417.114	PILOT - StatePark/Dam/Riv	\$	4,795.00	\$	-	0%	Pmt rec'd in November
12-4-00-417.120	Tax and User Fee Interest	\$	750.00	\$	296.74	40%	
12-4-00-417.140	Del Tax Collector Fees	\$	550.00	\$	278.78	51%	
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	\$		38%	
12-4-00-419.400	Bond/Note Interest Income	\$	-	\$	3,402.78	_	Interest from WW loan [2QTR/3QTR]
12-4-00-421.000	Misc. Income	\$	-	\$	941.00	_	SQRP transfer
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	\$	- 44 000 00	\$	-	0%	
12-4-00-454.102	Rent-Vehicles-Wastewater		11,000.00	\$	-	0%	
12-4-00-454.103	Rent-Vehicles-Highway	\$	21 (12 00	<u> </u>	24 576 00		
12-4-13-454.113	Garage Rent-Highway Garage Rent-Electric		21,612.00 20,664.00	_	21,576.00 20,664.00	-	Annual Annual
12-4-13-454.121 12-4-15-421.000	FD/Engine House Misc Income	\$	1,980.00	\$	•	83%	
12-4-13-421.000	Misc Income	\$	1,980.00	\$	1,050.00	0%	
12-4-21-454.121	BMB Rent-Electric	\$	9,516.00	<u> </u>	9,540.00		Annual
12-4-21-454.123	BMB Rent- Water	\$	1,512.00	-	-		Annual
12-4-21-454.124	BMB Rent-Sewer	\$	1,464.00			_	Annual
12-4-21-454.200	BMB Rent	\$	3,000.00	_		96%	
12-4-21-454.300	BMB Rent- Misc.	\$	200.00			250%	
12-4-23-417.200	Grant Funds-Comm Garden	\$	2,500.00	_		0%	
12-4-31-421.000	P.Park Revenue	- + ' -		<u> </u>	37,619.90	118%	
12-4-41-421.000	Ballfield Revenue	\$	-	\$	-	0%	
12-4-51-421.000	Barton River Green Revenues	\$	-	\$	-	0%	
Total Revenues		\$	197,496.42	\$	223,087.26	113%	
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	\$		22%	
12-6-00-596.000	Dist Maint-Str Light Usag	\$	8,500.00	\$	6,469.47	76%	
12-6-00-700.100	Village DPW Labor	\$	-	\$		0%	
12-6-00-906.100	Newspaper Ads	\$	500.00	\$		83%	
12-6-00-920.100	Office Salaries	\$	11,249.59	\$	9,552.83	85%	
12-6-00-920.150 12-6-00-920.200	Employee Training Elected Official	\$	100.00 900.00	_	28.00 913.82	102%	Annual
12-6-00-920.250	Tax Collector Fees	\$	1,150.00			24%	
12-6-00-921.100	Supplies	\$	2,303.65	_	3,728.81		overbudget
	Village Reports	\$	50.00	_	-	0%	
12-6-00-921 150	 	_	580.00	_	190.32	33%	
12-6-00-921.150 12-6-00-921.200	Computer Expense	1 5			10.02	1 33/0	I .
12-6-00-921.200	Computer Expense Permits Licenses and Dues	\$		÷	73 87	98%	
12-6-00-921.200 12-6-00-921.500	Permits Licenses and Dues	\$	75.00	\$		98% 38%	
12-6-00-921.200 12-6-00-921.500 12-6-00-923.100	Permits Licenses and Dues Outside Services	\$ \$	75.00 1,250.00	\$	477.61	38%	
12-6-00-921.200 12-6-00-921.500	Permits Licenses and Dues	\$	75.00	\$ \$ \$	477.61	38% 23%	

VILLAGE							
Profit & Loss Stateme		+					
For Period Ending:	October 31, 2024	+		H			
roi reilou Ellullig.	October 31, 2024	+					
		+				Actual	
I			2024		2024	as % of	
Account	Description		Budget		YTD	Budget	Notes
12-6-00-924.100	Property Insurance	\$	- Duuget	\$	- 110	0%	Notes
12-6-00-924.150	Boiler/Machinery Insuranc	\$	6,891.86		6,808.13		includes missed pmt for CY2023
12-6-00-924.200	Public Official Insurance	\$	142.20	\$	142.20		paid in full for CY2024
12-6-00-924.300	Liability Insurance	\$	87.32	\$	87.32	1	paid in full for CY2024
12-6-00-924.400	Bond Insurance	\$	-	\$	-	0%	para mjamjer erzez r
12-6-00-924.500	Vehicle Insurance	\$	703.77	\$	703.76		paid in full for CY2024
12-6-00-924.600	Unemployment Insurance	\$	204.16	· ·	204.20		paid in full for CY2024
12-6-00-924.700	Workers Comp Insurance	\$	1,219.00	\$	1,336.86		paid in full for CY2024
12-6-00-926.100	FICA/MEDI	\$	1,425.78	\$	11,073.09	1	needs reallocation
12-6-00-926.200	Health Insurance	\$	4,512.76	_	1,048.55	23%	
12-6-00-926.300	Municipal Retirement	\$	1,258.04	\$	7,993.26		needs reallocation
12-6-00-926.400	Compensated Absences	\$	3,433.77	\$	1,125.31	33%	
12-6-00-926.410	Employee Benefits-Clothing	\$	-	\$	-	0%	
12-6-00-926.415	Childcare Tax Expense	\$	-	\$	271.11	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	\$	-	\$	7,640.00	0%	offset by VCF grant revenue
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	\$	229.74	15%	
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	\$	-	\$	(220.05)	0%	
12-6-13-921.440	Garage - Heating Fuel	\$	3,500.00	\$	-	0%	included in Highway budget
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	\$	299.72	100%	1st/2nd/3rd qtrs paid
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	\$	479.20		paid in full for CY2024
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	1	BMB bathroom repairs
12-6-21-920.300	Other Labor - BMB	\$	-	\$	-	0%	
12-6-21-921.100	Supplies	\$	8,500.00	<u> </u>	6,808.70	80%	
12-6-21-921.400	Utilities - Electric	\$	3,900.00	\$	2,678.59	69%	
12-6-21-921.420	Utilities - Phone	\$	5,500.00		4,629.21	84%	
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	_	908.80	50%	
12-6-21-923.100	Outside Services	\$	3,000.00	_	6,249.24		BMB bathroom repairs
12-6-21-923.110	Lawn Care	\$	396.30	_	310.64	78% 0%	
12-6-21-923.200	BMB Legal	\$	250.00 7 557 04	_	7 557 04		
12-6-21-924.100	Property Insurance	\$	7,557.04		7,557.04		paid in full for CY2024
12-6-21-924.700	Workers Comp Insurance	\$		\$	-	0% 0%	
12 6 21 020 000	Misc. Expense	\$		-			
12-6-21-930.000	Villago Common Labor	٠ ١	770 27				
12-6-22-700.100	Village Common, Flortric	\$	228.67	\$	217.35	95%	
	Village Common Labor Village Common- Electric Utilities- Water/Sewer	\$ \$ \$	228.67 250.00 100.00	\$	217.35	95% 91% 0%	

VILLAGE					
Profit & Loss Statem	ent				
For Period Ending:	October 31, 2024				
				Actual	
		2024	2024	as % of	
Account	Description	Budget	YTD	Budget	Notes
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	\$ 2,798.13	97%	
12-6-31-710.400	Misc. Supplies	\$ 3,500.00	\$ 2,862.84	82%	
12-6-31-920.300	Caretaker Labor	\$ 7,400.00	\$ 8,243.16	111%	
12-6-31-921.400	Utilities - Electric	\$ 2,500.00	\$ 984.00	39%	
12-6-31-921.420	Utilities - Phone	\$ 2,500.00	\$ 3,193.19	128%	
12-6-31-921.460	Utilities - Water/Sewer	\$ 1,500.00	\$ 1,692.27	113%	
12-6-31-923.100	Outside Services-Pageant Park	\$ 1,500.00	\$ 988.45	66%	
12-6-31-923.110	Lawn Care	\$ 1,698.43	\$ 1,331.39	78%	
12-6-31-924.100	Property Insurance	\$ 221.38	\$ 221.40	100%	paid in full for CY2024
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	\$ -	\$ 146.85	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	\$ 161.09	50%	
12-6-41-921.460	Utilities - Water/Sewer	\$ 500.00	\$ 429.03	86%	
12-6-41-923.110	Lawn Care	\$ 1,415.36	\$ 1,109.48	78%	
12-6-41-924.100	Property Insurance	\$ 16.40	\$ 16.40	100%	paid in full for CY2024
12-6-41-930.000	Misc. Expense	\$ -	\$ 1,517.37	0%	\$1,517 repairs to ballfield
12-6-51-921.460	Utilities - Water/Sewer	\$ 200.00	\$ 151.05	76%	
12-6-51-923.110	Lawn Care	\$ 339.69	\$ 266.29	78%	
12-6-51-924.100	Property Insurance	\$ -	\$ -	0%	
12-6-51-930.000	Misc. Expense	\$ -	\$ -	0%	
Total Expenses		\$ 176,396.42	\$ 137,265.32	78%	
-					
Net Income (Loss)		\$ 21,100.00	\$ 85,821.94	407%	

HIGHWAY			
Balance Sheet			
For Period Ending:	October 31, 2024		
Account	Description	Balance	Notes
13-1-00-012.050	Due to / From (CASH)	\$ (106,528.84)	
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	\$ 10,004.71	
13-1-00-130.130	CNB/Capital Reserve	\$ 210,369.41	
13-1-00-143.100	Other A/R	\$ -	
13-1-00-143.200	Taxes Receivable	\$ 362,098.01	
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	
Total Assets	_	\$ 1,536,319.18	
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	\$ 66,028.54	
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	
		\$ 1,505,897.17	
Current Year Net Income (Loss)	\$ 30,422.01	
Total Liabilities & Earnings		\$ 1,536,319.18	
Variance		\$	

HIGHWAY						
	<u> </u>					
Profit & Loss Stateme	1					
For Period Ending:	October 31, 2024					
	+				Actual as	
		2024		2024	% of	
Account	Description	Budget		YTD	Budget	Notes
13-4-00-415.200	Revenue-Labor & Equipment	\$ -	\$	763.00	0%	
13-4-00-417.100	Taxes	\$ 358,179.90	\$			Tax revenues added for CY2024
13-4-00-417.120	Interest - Deliquent Tax Collections	\$ -	\$	1,421.14	0%	
13-4-00-417.140	Deliquent Tax Collector Fees	\$ -	\$	1,443.23	0%	5544.0.1
13-4-00-417.200 13-4-00-417.250	Grant Funds State Street Aid	\$ 204,049.00	\$	4,459.98 19.647.84		FEMA Balance of Jul23 Flood Oblig portion of CY2024 received in CY2023
13-4-00-417.230	Interest Income	\$ 44,484.00	\$	104.18	95%	portion of C12024 received in C12023
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%	
Total Revenues		\$ 606,822.90	\$	385,801.99	64%	
12.6.00.402.000	Depresiation Function	ć 82 000 CC	_		001	
13-6-00-403.000 13-6-00-431.100	Depreciation Expense Interest Expense	\$ 83,000.00 \$ 17,343.18	-	11,820.39	0% 68%	
13-6-00-431.100	Finance Charges and Fees	\$ 17,343.18	-			late fees
13-6-00-580.200	Employee Training	\$ 300.00	\$	75.00	25%	rate jees
13-6-00-710.150	Road Signs	\$ 500.00	<u> </u>	207.07	41%	
13-6-00-710.170	Sidewalk Expense	\$ -	\$		0%	
13-6-00-710.200	Bridges/Culverts/Roads/StormDam	\$ 1,000.00	\$	24,159.95	2416%	storm damage costs
13-6-00-710.250	Guardrails/Fence	\$ -	\$	-	0%	
13-6-00-710.400	Garage Supplies	\$ 5,500.00	-	6,840.44	124%	
13-6-00-710.450	Highway Tools/Safety	\$ 2,000.00	-	4,193.40	210%	
13-6-00-906.100	Newspaper Ads	\$ 200.00	ı –		12%	
13-6-00-920.100	Office Labor	\$ 11,249.59	_	9,497.51	84% 0%	
13-6-00-920.115 13-6-00-920.150	Employee Training Employee Training	\$ - \$ -	\$	54.00	0%	
13-6-00-920.200	Elected Official	\$ 900.00	\$	913.82		Annual
13-6-00-920.250	Tax Collector Fees	\$ 3,600.00	-	1,383.14	38%	7411001
13-6-00-921.100	Supplies	\$ 2,303.65	-	2,321.82		Over-budget
13-6-00-921.150	Village Reports	\$ 50.00	\$	-	0%	
13-6-00-921.200	Computer Expense	\$ 870.00	\$	190.32	22%	
13-6-00-921.300	Communication Expense	\$ 1,500.00	-	951.46	63%	
13-6-00-921.400	Utilities - Electric	\$ 2,220.00	_	1,533.09	69%	
13-6-00-921.420	Utilities - Phone/Internet	\$ 2,100.00	-	1,416.89	67%	
13-6-00-921.440	Utilities - Fuel	\$ -	\$	3,723.25		budgeted under "village"
13-6-00-921.460 13-6-00-921.500	Utilities - Water/Sewer Permits	\$ -	\$	1,866.10 73.87	10%	budgeted under "village"
13-6-00-923.100	Outside Services	\$ 1,500.00	_	4,752.36		Brookfield, StJFire, \$3,700 to recode to Storm Dam
13-6-00-923.200	Highway Legal	\$ 1,500.00	-	897.50	60%	a. co., jiela, co. ii e, ço, roo to recoue to storiii buili
13-6-00-923.360	VPPSA Management	\$ 5,500.00	-	4,925.09		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	\$	1,130.60	100%	paid in full for CY 2024
13-6-00-924.200	Public Official Insurance	\$ 142.20	\$	142.20	100%	paid in full for CY 2024
13-6-00-924.300	Liability Insurance	\$ 2,076.31	-	2,076.32		paid in full for CY 2024
13-6-00-924.400	Bond Insurance	\$ -	\$	-	0%	
13-6-00-924.500	Vehicle/Equip Insurance	\$ 2,943.69	_	3,581.68		paid in full for CY2024, new truck endorsement
13-6-00-924.600	Unemployment Insurance	\$ 2,199.69		1,649.28	75%	paid in full for CV 2024
13-6-00-924.700 13-6-00-926.100	Workers Comp Insurance FICA/MEDI	\$ 13,134.00 \$ 9,817.20	-	13,794.98 5,731.39	105% 58%	paid in full for CY 2024
13-6-00-926.200	Health Insurance	\$ 24,161.23	_		87%	
13-6-00-926.250	Health Insurance-Opt Out	\$ 5,491.59	_	5,467.02	100%	
13-6-00-926.300	VMERS	\$ 8,662.24	_	9,045.43	104%	
13-6-00-926.400	Compensated Absenses	\$ 21,897.35	_	-	55%	
13-6-00-926.410	Employee Benefits-Clothing	\$ -	\$	265.00	0%	
13-6-00-926.415	Childcare Tax Expense	\$ -	\$	213.56	0%	
13-6-00-931.100	Garage Rent	\$ 21,612.00	\$	21,576.00		paid in full
13-6-00-931.400	Vehicle Rents	\$ -	\$		0%	
13-6-00-933.200	Mileage	\$ -	\$		0%	reallegate portion to/
13-6-00-933.300	Backhoe	\$ 1,500.00	\$	10,034.43	669%	reallocate portion to w/ww

HIGHWAY						
Profit & Loss Statem	ent	+				
For Period Ending:	October 31, 2024					
13-6-00-933.310	Skid Steer	\$	2,500.00	\$ 835.31	33%	
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	\$ 525.24	13%	
13-6-00-933.500	Fuel	\$	6,500.00	\$ 6,229.86	96%	
13-6-11-700.100	DPW Labor-Winter	\$	16,703.33	\$ 21,199.92	127%	overbudget
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	\$ 3,075.00	205%	
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	\$ 43,613.15	102%	
13-6-12-700.120	Pager On-Call	\$	7,011.68	\$ 7,549.16	108%	
13-6-12-710.120	Road Paving	\$	15,000.00	\$ 19,589.47	131%	
13-6-12-710.130	Road Cleaning	\$	3,500.00	\$ 8.52	0%	
13-6-12-710.140	Road Marking	\$	9,500.00	\$ 3,825.00	40%	pending HSIP grant reimbursement
13-6-12-710.160	Roadside/Trimming	\$	3,500.00	\$ 4,477.66	128%	overbudget
13-6-12-710.200	Bridges/Culverts/Storm Drains	\$	1,250.00	\$ 5,400.00	432%	overbudget
13-6-12-930.000	Summer Misc.	\$	-	\$ -	0%	
Total Expenses		\$ -	461,645.95	\$ 355,379.98	77%	
Net Income (Loss)		\$	145,176.95	\$ 30,422.01	21%	

ELECTRIC			
Balance Sheet			
For Period Ending:	October 31, 2024		
Account	Description	Balance	Notes
21-1-00-012.000	Electric Checking	\$ -	
21-1-00-012.050	Due to / From (CASH)	\$ 256,741.52	
21-1-00-012.100	Cash UB Clearing	\$ -	
21-1-00-012.101	Electric Cash Clearing	\$ 485.27	
21-1-00-012.102	Water/Sewer Cash Clearing	\$ 412.67	
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	\$	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	\$ 1,299,578.96	
21-1-00-129.200	US Bank/Bond 4 Cont Resev	\$ 377,552.75	
21-1-00-129.210	US Bank/Interest A/C	\$ 23,121.03	
21-1-00-129.220	US Bank/1998 Bond Princip	\$ 148,067.77	
21-1-00-130.100	CNB/Vehicle Savings	\$ 1,017.94	
21-1-00-130.120	CNB / Backhoe	\$ 2,752.68	
21-1-00-130.200	TD Bank/Debt Retirement	\$ 6,062.84	
21-1-00-130.300	Community/Hydro Proj Hold	\$ 19,833.68	
21-1-00-130.500	CNB/Capital Reserve	\$ 6,419.03	
21-1-00-142.100	Accts Rec / Utility	\$ 406,809.25	
21-1-00-142.200	Accts Rec / Service Bills	\$ 14,331.06	
21-1-00-142.300	Unbilled Revenue	\$ - 0.250.24	5544 64 4076 6 4 11 4 160 250
21-1-00-143.100	Other A/R	\$	FEMA \$1,1876, Consolidated \$8,359
21-1-00-143.210	Tax Collections-AR	\$ 7,399.15	
21-1-00-144.000	Allowance for Doubtful Ac	\$ (20,000.00)	
21-1-00-154.100	Inventory / Materials	\$ 235,948.84	
21-1-00-154.200	Transformer Inventory	\$ -	
21-1-00-165.100	Prepaid Incurrence	\$ -	
21-1-00-165.200 21-1-00-331.000	Prepaid Insurance Hydro Structures	\$ 69 157 00	
21-1-00-331.000	Reservoirs and Dams	\$ 68,157.99 1,209,553.28	
21-1-00-332.000	Hydro Equipment	\$ 1,139,287.20	
21-1-00-333.000	Diesel Structures	\$ 1,139,267.20	
21-1-00-341.000	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	
21-1-00-350.000	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	\$ 1,045,093.69	
21-1-00-369.000	Dist. Services	\$ 676,568.77	
21-1-00-370.000	Meters	\$ 120,969.68	

ELECTRIC	T		
Balance Sheet			
For Period Ending:	October 31, 2024		
Account	Description	Balance	Notes
21-1-00-371.000	Install-Customer Premises	\$ -	
21-1-00-373.000	Street Lights	\$ 43,519.10	
21-1-00-390.000	General Structures and Eq	\$ 25,393.38	
21-1-00-391.000	Furniture & Fixtures	\$ 108,968.10	
21-1-00-392.000	Transportation Equipment	\$ 43,093.14	
21-1-00-394.000	Tools & Equipment	\$ 12,220.00	
21-1-00-397.000	Communication Equipment	\$ -	
Total Assets		\$ 6,714,014.65	
21-2-00-221.100	Vt Municipal Bond #3	\$ -	total debt = 42.0% total assets
21-2-00-221.110	Vt Municipal Bond #4	\$ 785,000.00	
21-2-00-221.120	Vt Municipal Bond #5	\$ 1,305,000.00	
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	\$ 611,509.84	
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	\$ 42,883.43	
21-2-00-233.000	Net Pension Liability	\$ 154,951.00	
21-2-00-235.100	Customer Deposits	\$ 30,881.65	
21-2-00-235.150	Customer Deposit Interest	\$ -	
21-2-00-242.000	Accrued Payroll	\$ -	
21-2-00-242.100	VT Sales Tax	\$ 2,865.90	
21-2-00-242.200	EEC Accrual	\$ 14,751.50	
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	\$ 374,859.84	
21-2-00-254.000	Other Regulatory Liabilities	\$ 121,725.21	VHB Contract
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	
		\$ 6,325,502.95	
Current Year Net Income (Loss)	\$ 388,511.70	
Total Liabilities & Earnings		\$ 6,714,014.65	
Variance		\$ -	

ELECTRIC							
Profit & Loss Sta	utomont						
	1	_					
For Period Ending:	October 31, 2024						
			2024		2024	Actual as %	
Account	Description		Budget		YTD	of Budget	Notes
21-4-00-415.100	Materials Sold	\$	15,000.00	_	9,032.08	60%	
21-4-00-415.200 21-4-00-415.300	Service Bill Labor/ Equip Service Revenue-Contractor L/M	\$	20,000.00	⊢÷-	118,304.40		Comcast/NEK MR work/New Services Comcast/NEK MR work
21-4-00-413.300	Del Tax Collector Fees	\$	12,500.00 750.00	-	458,827.45 231.81	31%	
21-4-00-417.200	FEMA Aid	\$	750.00	\$	1,876.75		2022 Storm Elliott Cat Z pmt
21-4-00-419.100	Interest Income	\$	15.000.00	<u> </u>	18,147.76	121%	i ·
21-4-0-419.120	Interest Income-Elect Tx	\$	250.00	L'	390.65	156%	
21-4-00-419.200	Customer Account Penalties	\$	15,000.00	\$	11,451.06	76%	
21-4-00-419.400	Bond Interest	\$	-	\$	-	0%	
21-4-00-419.500	Transco Settlement (on bill)	\$	67,500.64	\$	35,972.33	53%	1qtr on CDA pending
21-4-00-419.510	Interest Inc-Transco Dire	\$	420.00	⊢÷-	1,220.33		\$920 pending recode
21-4-00-419.520	Interest Inc-Transco NUOp	\$	1,000.00		2,564.65	256%	
21-4-00-419.600	VELCO Dividend (check)	\$	8,672.00	_	6,490.86	75%	
21-4-00-421.000 21-4-00-421.100	Misc. Income Transco Net Credit (principal)	\$	250.00 137,002.85	-	6,620.20		\$4,170 Scrap Metal; \$2,160 VERT
21-4-00-421.100	Misc Rev-Gain on Sale-Pro	\$	137,002.85	\$	1,000.00	76%	
21-4-00-421.200	Residential Sales		2,366,397.00	-	1,928,832.99	82%	
21-4-00-440.150	Residential Sales Surcharge	\$	-	\$	-	0%	
21-4-00-442.100	Commercial Sales	\$	591,191.00	\$	490,050.43	83%	
21-4-00-442.150	Commercial Sales Surcharge	\$	-	\$	-	0%	
21-4-00-444.100	Public Street Lighting	\$	30,661.00	\$	23,415.65	76%	
21-4-00-444.150	Street Lighting Surcharge	\$	-	\$	-	0%	
21-4-00-445.100	Municipal	\$	52,143.00	\$	48,542.68	93%	
21-4-00-445.150	Municipal Surcharge	\$	-	\$	-	0%	
21-4-00-445.200	Public Authority	\$	124,718.00	\$	100,799.98	81%	
21-4-00-445.250	Public Authority Surcharge	\$	-	\$	-	0%	
21-4-00-449.000 21-4-00-451.000	Revenue Unbilled Disconnect / Reconnect	\$	3,500.00	\$	- 0.760.00	279%	
21-4-00-451.000	Hydro LIHI Credits	\$	3,500.00	\$	9,760.00	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	'	11,725.00	235%	
21-4-00-456.000	DOE Hydro Incentive	\$	-	\$	-	0%	
		\$	3,470,455.49	\$	3,389,034.06	98%	
Total Revenues							
				_			
21-6-00-403.000	Depreciation Expense	\$	300,000.00	_	-	0%	
21-6-00-408.110	Fuel Gross Tax	\$	16,000.00 16,000.00	_	13,088.54 16,646.34	82%	
21-6-00-408.120 21-6-00-408.200	Gross Revenue Tax Property Tax	\$	135,000.00	_	69,196.74	51%	Annual
21-6-00-408.210	PILOT	\$	13,125.00	-	13,125.00		Annual
21-6-00-408.300	Other Taxes	\$	-	\$	-	0%	
21-6-00-431.100	Interest Expense	\$	118,336.88	-	101,345.51	86%	
21-6-00-431.150	Interest Exp-Customer Dep	\$	750.00	\$	589.73	79%	
21-6-00-431.200	Finance Charges/Fees	\$	750.00	\$	96.21	13%	
21-6-00-535.000	Hydro Labor	\$	35,291.99	\$	32,176.35	91%	
21-6-00-545.000	Hydro Operating Expenses	\$	30,000.00	\$	23,084.57	77%	
21-6-00-546.000	Diesel Labor	\$	-	\$	-	0%	
21-6-00-549.000	Diesel Operating Expenses	\$	- 4 262 022 72	\$	- 722 765 65	0%	
21-6-00-555.000	Purchased Power		1,362,032.73	_	732,765.65		2 month CDA pending
21-6-00-555.100 21-6-00-555.200	Sunset Solor Credits Hydro LIHI Credits	\$	(1,000.00) (129,132.46)	_	(4,793.99) (102,396.00)	479%	2 month CDA pending
21-6-00-555.200	Transmission Labor	\$	(123,132.40)	\$	(102,390.00)	0%	
21-6-00-574.000	Transmission Plant Mainte	\$	1,500.00	-	3,733.41	249%	
21-6-00-580.000	Distribution Labor	\$	-,500.00	\$	-	0%	
21-6-00-580.100	Distribution Labor	\$	9,303.71	_	23,967.21	258%	
21-6-00-580.115	Distrib Lbr/Equip-Contract Base	\$	594,880.00		446,160.00		1 month pending
21-6-00-580.116	Distribution-Contract OnCall	\$	45,760.00	\$	34,320.00		1 month pending
21-6-00-580.117	Distrib Lbr/Equip - DLC OT	\$	2,500.00	\$	4,643.86	186%	1 month pending

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Profit & Loss Statement							
For Period Ending:	October 31, 2024						
			2024		2024	Actual as %	
Account	Description		Budget		YTD	of Budget	Notes
21-6-00-580.118	Disrib Lbr/Equip - Capital	\$	(75,000.00)	\$	(27,919.80)	37%	
21-6-00-580.120	Customer Jobs	\$	65,000.00	\$	707,164.89	1088%	NEK/Comcast Work
21-6-00-580.125	Distrib Lbr/Equip - NDLC	\$	-	\$	25,891.67	0%	
21-6-00-580.140	Distrib Lbr/Equip Outages [DLC]	\$	95,000.00	\$	65,373.74		1 month pending
21-6-00-580.142	Distrib Lbr/Equip Outages [NDLC]	\$	-	\$	43,315.51		1 month pending
21-6-00-580.145	Capital Outage Repair	\$	-	\$	-	0%	
21-6-00-580.150	Distribution Labor-GIS	\$	-	\$	-	0%	
21-6-00-580.160 21-6-00-580.200	Pager Training / Line Apprentic	\$	500.00	\$	78.00	0% 16%	
21-6-00-582.100	Dist Line/ Station Expense	\$	2,500.00	\$	1,206.29	48%	
21-6-00-582.200	Tools	\$	1,500.00	\$	3,240.78	216%	
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	\$	5,956.05	132%	
21-6-00-593.105	Line Clearing/Contractor	\$	100,000.00	\$	64,646.41	65%	
21-6-00-593.110	Line Clearing Contra	\$	(25,000.00)	\$	(13,275.42)	53%	
21-6-00-593.115	Distrib Maint- OH Lines	\$	65,000.00	_	37,776.26	58%	
21-6-00-595.000	Dist. Main. Line Transformers	\$	2,500.00	\$	12,348.70	494%	
21-6-00-596.000	Dist. Maint. Street Light	\$	2,500.00	-	-	0%	
21-6-00-598.000	Dist. Maint. Other	\$	250.00	\$		0%	2 months nonding
21-6-00-902.000 21-6-00-903.000	Meter Reading Labor Customer Records & Collections	\$	83,200.00 30,000.00	\$	9,700.00	32%	2 months pending
21-6-00-904.000	Uncollectable Accounts	\$	10,000.00	\$	(3,097.29)	-31%	
21-6-00-906.100	Newspaper Ads	\$	500.00	\$	1,977.64	396%	
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	\$	95,594.11	85%	
21-6-00-920.150	Employee Training	\$	500.00	\$	-	0%	
21-6-00-920.200	Elected Official Salaries	\$	900.00	\$	1,038.85		Annual
21-6-00-920.250	Electric Tax Collector Fees	\$	750.00	<u> </u>	377.71	50%	
21-6-00-921.100	Supplies	\$	24,500.00		24,037.52		overbudget
21-6-00-921.150	Village Reports	\$	75.00	\$	- 0.672.22	0%	
21-6-00-921.200 21-6-00-921.300	Computer Expense Communication Expense	\$	8,120.00 7,500.00	\$	8,673.23 1,221.33	107% 16%	
21-6-00-921.420	Utilities - Phone	\$	1,250.00		(335.47)	-27%	
21-6-00-921.500	Permits, Licenses and Due	\$	2,500.00		2,899.31		annual
21-6-00-923.100	Outside Services	\$	35,000.00		2,413.00	7%	
21-6-00-923.200	Legal Services	\$	25,000.00	-	1,555.00	6%	
21-6-00-923.300	VPPSA - Admin Fees	\$	107,436.00	\$	56,639.11	53%	2 months pending
21-6-00-923.330	VPPSA-GIS Project Fees	\$	12,497.00	\$	9,905.90	79%	
21-6-00-923.335	VPPSA-AMI Project Fees	\$	-	\$	-	0%	
21-6-00-923.350	RES Project Cost	\$	70,649.00	\$	55,285.24	78%	
21-6-00-923.360	VPPSA Mgmt Services	\$	54,995.20		49,642.14		1 month pending
21-6-00-923.400	Audit Services	\$	22,400.00		19,786.81	88%	
21-6-00-924.100	Property Insurance	\$	13,607.35		13,624.26		paid in full for CY2024
21-6-00-924.150	Boiler/Machinery Insuranc	\$	7,857.88		7,759.48		2 qtr pd, 1 qtr missed from CY2023
21-6-00-924.200 21-6-00-924.300	Public Official Insurance Liability Insurance	\$	142.20 4,066.27	\$	142.20 4,066.28		paid in full for CY2024 paid in full for CY2024
21-6-00-924.400	Bond Insurance	\$	4,000.27	\$	-+,000.20	0%	
21-6-00-924.500	Vehicle Insurance	\$	1,407.54	\$	1,407.56		paid in full for CY2024
21-6-00-924.600	Unemployment Insurance	\$	813.12	_	1,363.00		paid in full for CY2024
21-6-00-924.700	Workers Comp Insurance	\$	4,855.00	_	5,881.88		paid in full for CY2024
21-6-00-926.100	FICA/MEDI	\$	14,526.86		8,780.42	60%	
21-6-00-926.200	Health Insurance	\$	34,891.23	_	31,742.54	91%	
21-6-00-926.250	Health Insurance Opt Out	\$	-	\$	-	0%	
21-6-00-926.300	Municipal Retirement	\$	9,436.90		3,218.73	34%	
21-6-00-926.400	Compensated Absences	\$	28,131.58		11,406.58	41%	
21-6-00-926.415	Childcare Tax Expense	\$	-	\$	113.34	0%	
21-6-00-928.000	Regulatory Commission (SQ	\$	350.00	\$	1,880.00	53/%	SQRP penalty for CY2023

ELECTRIC					
Profit & Loss Statement					
For Period Ending:	October 31, 2024				
		2024	2024	Actual as %	
Account	Description	Budget	YTD	of Budget	Notes
21-6-00-930.000	Misc. Expense	\$ 150.00	\$ -	0%	
21-6-00-931.100	Garage Rent	\$ 21,000.00	\$ 20,664.00	98%	Annual
21-6-00-931.150	Garage Rent (Int./Princ.)	\$ -	\$ -	0%	
21-6-00-931.200	Office Rent	\$ 9,600.00	\$ 9,540.00	99%	Annual
21-6-00-931.300	Railroad Crossing Lease	\$ 1,100.00	\$ 1,029.00	94%	Annual
21-6-00-933.100	Transportation Equipment	\$ 750.00	\$ -	0%	
21-6-00-933.200	Transportation Mileage	\$ 2,500.00	\$ 1,325.96	53%	
21-6-00-933.300	Backhoe	\$ -	\$ -	0%	
21-6-00-933.400	Truck Maintenance	\$ -	\$ -	0%	
21-6-00-933.410	Bucket Truck	\$ -	\$ 465.90	0%	
21-6-00-933.420	Digger Truck	\$ 4,500.00	\$ 11,183.05	249%	
21-6-00-933.430	Line Truck	\$ -	\$ (31.17)	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	\$ 122,310.00	1223%	2024 VHB Contract Supplement
Total Expenses		\$ 3,595,972.35	\$ 3,000,522.36	83%	
Not be some (Local)		 /43F F4C 3C\	200 544 70	24.00/	
Net Income (Loss)		\$ (125,516.86)	\$ 388,511.70	-310%	

WATER				
Balance Sheet				
For Period Ending:	October 31, 2024			
Account	Description	+	Balance	Notes
23-1-00-012.050	Due to / From (CASH)	\$		Two loan pmts pd in Oct
23-1-00-012.100	Cash UD Clearing	\$	-	
23-1-00-107.000	CWIP	\$	(389.67)	
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	\$	3,001.42	
23-1-00-130.130	Community / Capital Reser	\$	72,361.55	
23-1-00-130.140	Community / Major Repair	\$	15,171.69	
23-1-00-142.100	Accts Rec / Utility	\$	31,364.57	
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	\$	69,421.84	
23-1-00-143.210	Tax Collections-Water AR	\$	6,401.96	
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	\$	66,083.24	
23-1-00-390.000	General Structures and Equipmnet	\$	2,212,727.82	
23-1-00-391.000	Office Furniture and Equipment	\$	22,809.00	
23-1-00-392.000	Transpotation Equipment	\$	35,218.50	
Total Assets		\$	3,511,068.27	
23-2-00-221.150	VMBB 2012 Series 4 & 5 Water	\$	106,401.43	LTD = 21.4% total assets
23-2-00-221.200	School Street Bond 2016	\$	70,347.54	
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	\$	539,042.50	
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	\$	1,581.39	
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	
		\$ 3,470,939.16	
Current Year Net Income (Los	ss)	\$ 40,129.11	
Total Liabilities & Earnings		\$ 3,511,068.27	
Variance		\$ -	

WATER							
Profit & Loss Statement	<u> </u>						
For Period Ending:	October 31, 2024	_					
roi reliou Liiuliig.	October 31, 2024	_					
		+				_	
			2024		2024	Actual	
	Description		2024		2024	as % of	Notes
Account	Description		Budget	_	YTD	Budget	Notes
23-4-00-415.100	Materials Sold	\$	250.00	\$	32.27	0%	
23-4-00-415.200	Service Bill Labor/Equip Taxes & Assessment Fees	\$		_	538.00	215%	Annual
23-4-00-417.100 23-4-00-417.120	Tax & Assessment Fee Interest	\$	68,804.00 1,000.00	\$	68,810.75 854.48	85%	
23-4-00-417.120	Del Tax Collector's Fees	\$	1,500.00	\$	1,229.83	82%	
23-4-00-417.140	Grant Funds	\$	1,300.00	\$	1,229.05	0%	
23-4-00-417.200	Misc. Interest Income	\$	50.00	\$	37.00	74%	
23-4-00-419.200	Customer Accounts Penalti	\$	1,700.00	\$	1,226.05	74%	
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	\$	195,358.24		slightly underbudget
23-4-00-451.000	Disconnect / Reconnect	\$	-	\$	-	0%	engina) anderbadger
20 1 00 1021000	Discomment meetings	+		Ť		0,0	
Total Revenues		\$	318,471.79	\$	268,086.62	84%	
			•	Ė	· · · · · · · · · · · · · · · · · · ·		
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	\$	15,420.08	129%	
23-6-00-431.200	Finance Charges and Fees	\$	1,500.00	\$	7.46	0%	
23-6-00-574.000	Transmission Plant Mainte	\$	-	\$	-	0%	
23-6-00-580.000	Water Labor-Operations	\$	56,576.40	\$	78,263.86	138%	overbudget!
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	\$	2,312.46	23%	
23-6-00-582-110	Line/Station Expense-Chemicals	\$	20,000.00	\$	16,326.61	82%	
23-6-00-582.115	Line/Station Expense-Testing	\$	3,500.00	\$	3,329.15	95%	
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%	<u> </u>
23-6-00-590.000	Water Labor-Maintenance	\$	4,587.28	_	3,382.13	74%	
23-6-00-592.000	Maint of Structures & Equipment	\$	7,000.00	\$	3,900.39	56%	
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% 0%	
23-6-00-600.200 23-6-00-902.000	UP Maintenance Meter Reading Expense	\$	2,000.00	\$	2,365.98		overbudget
23-6-00-904.000	Uncollectable Account	\$	500.00	_	2,303.36	0%	
23-6-00-920.100	Office Salaries	\$	17,897.08	_	15,026.27	84%	
23-6-00-920.150	Employee Training	\$	250.00		13,020.27	0%	
23-6-00-920.200	Elected Official Salaries	\$	900.00	_	922.11		Annual
23-6-00-920.250	Tax Collector Fees	\$	1,500.00	_	1,209.06	81%	
23-6-00-921.100	Office Supplies	\$	3,685.13	-	4,326.05		overbudget
23-6-00-921.150	Village Reports	\$	50.00	_	-,-20.00	0%	
23-6-00-921.200	Computer Expense	\$	870.00	_	1,408.00		El Dorado software = \$1,095
23-6-00-921.300	Dispatch Expense	\$	-	\$	-	0%	
23-6-00-921.400	Utilities - Electric	\$	7,750.00	_	6,782.21	88%	
23-6-00-921.420	Utilities-Phone	\$	2,000.00	_	1,794.04	90%	
23-6-00-921.440	Utilities - Fuel	\$	7,000.00	\$	6,796.11	97%	
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	\$	7,691.97	769%	Fred's Energy [Repairs]
23-6-00-923.110	Lawn Care	\$	1,415.36	\$	355.03	25%	
23-6-00-923.360	VPPSA Management	\$	8,760.00		7,997.32	91%	1 month pending
23-6-00-923.400	Audit Expense	\$	2,400.00	\$	3,197.92	133%	Annual
23-6-00-923.500	IT Services	\$	-	\$	-	0%	
23-6-00-924.100	Property Insurance	\$	1,796.56	\$	1,796.56	100%	paid in full for CY 2024

WATER						
Profit & Loss Stateme	nt					
For Period Ending:	October 31, 2024					
					Actual	
		2024		2024	as % of	
Account	Description	Budget		YTD	Budget	Notes
23-6-00-924.150	Boiler/Machinery Insuranc	\$ 6,006.93	Ś	6.354.82	106%	******
23-6-00-924.130	Pubic Official Insurance	\$ 142.20	Ľ.	142.20		paid in full for CY 2024
23-6-00-924.300	Liability Insurance	\$ 1,617.53	\$	1,617.52		paid in full for CY 2024
23-6-00-924.400	Bond Insurance	\$ - 1,017.33	\$	1,017.32	0%	!
23-6-00-924.500	Vehicle Insurance	\$ 	\$		0%	
23-6-00-924.600	Unemployment Insurance	\$ 951.68	Ŀ.	951.84		paid in full for CY 2024
23-6-00-924.700	Workers Comp Insurance	\$ 5,682.33	\$	6,350.65		paid in full for CY 2024
23-6-00-926.100	FICA/MEDI	\$ 7,175.99	Ľ.	6,843.46	95%	, , ,
23-6-00-926.200	Health Insurance	\$ 8,044.57	\$	5,052.12	63%	
23-6-00-926.300	Municipal Retirement	\$ 7,175.99	\$	-	0%	
23-6-00-926.400	Compensated Absences	\$ 12,743.01	\$	6,353.67	50%	
23-6-00-926.410	Employee Benefits-Clothing	\$ -	\$	-	0%	
23-6-00-926.415	Childcare Tax Expense	\$ -	\$	128.14	0%	
23-6-00-930.000	Misc. Expense	\$ -	\$	-	0%	
23-6-00-931.200	Office Rent	\$ 1,550.00	\$	1,524.00	98%	Annual
23-6-00-931.300	Railroad Crossing Lease	\$ 2,200.00	\$	2,200.00	100%	Annual
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%	
Total Expenses		\$ 427,525.17	\$	227,957.51	53%	
Net Income (Loss)		\$ (109,053.38)	\$	40,129.11	-37%	

WASTE WATER			
Balance Sheet			
For Period Ending:	October 31, 2024		
Account	Description	Balance	Notes
24-1-00-012.050	Due to / From (CASH)	\$ 69,969.34	
24-1-00-012.100	Cash UB Clearing	\$ -	
24-1-00-107.000	CWIP	\$ 54,762.16	
24-1-00-108.000	Accumulated Depreciation	\$ (3,970,256.23)	
24-1-00-120.000	Sewer Checking	\$ -	
24-1-00-128.000	Defered Outflows-Pension	\$ 25,223.00	
24-1-00-130.120	Community / Backhoe	\$ 2,701.25	
24-1-00-130.130	Community / Capital Reser	\$ 24,924.99	
24-1-00-130.140	Community / Major Repair	\$ 23,799.90	
24-1-00-142.100	Accts Rec / Utility	\$ 39,666.70	
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	\$ 66,044.70	
24-1-00-143.210	Tax Collections-WW AR	\$ 8,329.38	
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	
Total Assets		\$ 3,145,613.48	
24-2-00-221.150	VMBB 2012 Series 4 & 5	\$ 39,314.86	LTD=17.6% of total assets
24-2-00-221.200	VMBB-RF1-341.1.0	\$ 20,610.00	
24-2-00-228.000	Defered 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	\$ 1,900.17	
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	
		\$ 3,068,059.97	
Current Year Net Income (Lo	oss)	\$ 77,553.51	
Total Liabilities & Earnings		\$ 3,145,613.48	
Variance		\$	

WASTE WATE	R					
Profit & Loss Statem						
For Period Ending:	October 31, 2024					
roi Periou Enaing:	October 31, 2024					
		2024		2024	Actual as %	
Account	Description	Budget		YTD	of Budget	Notes
24-4-00-415.100	Materials Sold	\$ -	\$	- טוז -	0%	
24-4-00-415.200	Service Bill Labor	\$ -	\$		0%	
24-4-00-413.200	Taxes and Assessment Fees	\$ 65,540.05	'	65,517.81	100%	
24-4-00-417.120	Tax and Assessment Fee Interest	\$ 1,500.00		896.65	60%	
24-4-00-417.140	Del Tax Collector Fees	\$ 1,500.00		1,642.58	110%	
24-4-00-417.200	Grant Funds	\$ 1,300.00	\$	1,042.30	0%	
24-4-00-417.200	Misc. Interest Income	\$ 100.00		25.38	25%	
24-4-00-419.200	Customer Account Penalties	\$ 2,000.00	<u> </u>	1,502.59	75%	
24-4-00-421.000	Misc Income	\$ 2,000.00	\$	-	0%	
24-4-00-421.200	Gain(Loss) on Disposition of Plt	\$ -	\$	_	0%	
24-4-00-440.100	Waste Water Sales	\$ 373,462.14	1	276,518.98		Slightly underbudget
24-4-00-447.100	Sales for ReSale-Glover	\$ 124,414.78	-	103,679.00	83%	<u> </u>
24-4-00-447.110	Sales for ReSale-Glover DS	\$ 465.24		387.70	83%	
24-4-00-447.115	Sales for ResaleGlover Capital	\$ 5,350.40		-	0%	
24-4-00-451.000	Disconnect / Reconnect	\$ 5,550.40	\$	-	0%	
		1	Ť		0%	
Total Revenues		\$ 574,332.61	\$	450,170.69	78%	
		. ,	Ė			
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		10,946.02	145%	\$3,403 to village not bdgt'd
24-6-00-431.200	Finance Charges and Fees	\$ 100.00	\$	7.22	7%	
24-6-00-580.000	Sewer Labor-Operations	\$ 118,686.65	\$	104,894.14	88%	
24-6-00-580.100	Sewer Line Expenses	\$ 5,000.00	\$	977.63	20%	
24-6-00-580.115	Sewer Labor-Training	\$ 5,000.00	\$	5,035.69	101%	overbudget
24-6-00-580.120	Sewer Exp-Customer Jobs	\$ -	\$	-	0%	
24-6-00-582.100	Station Expenses	\$ 10,000.00	\$	7,668.32	77%	
24-6-00-582.110	Sewer/Line Exp-Chemicals	\$ 30,000.00	\$	20,363.50	68%	
24-6-00-582.115	Sewer/Line Exp-Testing	\$ 9,500.00	\$	4,509.98	47%	
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	\$	11,781.82	118%	overbudget
24-6-00-592.110	Maint of Struct & Equip-Lift Station	\$ 3,500.00		2,198.28	63%	I.
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%	Į.
24-6-00-600.300	Sludge Removal	\$ 25,000.00	_	15,140.00	61%	
24-6-00-610.000	Sludge Disposal	\$ 15,000.00		10,218.07	68%	
24-6-00-620.000	Grit Disposal	\$ 1,200.00		648.23	54%	
24-6-00-902.000	Meter Reading	\$ 2,000.00	_	2,365.98		overbudget
24-6-00-904.000	Uncollectable Accounts	\$ -	\$	-	0%	
24-6-00-920.100	Office Salaries	\$ 17,385.73		14,550.40	84%	
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		Annual
24-6-00-920.250	Tax Collector Fees	\$ 1,500.00		1,622.11	108%	
24-6-00-921.100	Office Supplies	\$ 3,565.92		3,893.34		overbudget
24-6-00-921.150	Village Reports	\$ 50.00		2.055.20	0%	
24-6-00-921.200	Computer Expense	\$ 1,160.00		2,655.36		new pc
24-6-00-921.300	Communication Expense	\$ -	\$	244545	0%	
24-6-00-921.400	Utilities - Electric	\$ 40,000.00	_	34,145.40	85%	
24-6-00-921.420	Utilities - Phone	\$ 2,500.00	_	1,623.84	65%	
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	_	3,223.75	107%	
24-6-00-923.110	Lawn Care	\$ 3,849.78	\$	2,662.75	69%	<u> </u>

WASTE WATE	R				
Profit & Loss Statem	ent				
For Period Ending:	October 31, 2024				
		2024	2024	Actual as %	
Account	Description	Budget	YTD	of Budget	Notes
24-6-00-923.360	VPPSA Management	\$ 8,476.00	\$ 7,735.36	91%	1 month pending
24-6-00-923.400	Audit Expense	\$ 3,200.00	\$ 3,092.81	97%	Annual
24-6-00-923.500	IT Services	\$ -	\$ -	0%	
24-6-00-924.100	Property Insurance	\$ 2,429.73	\$ 2,429.72	100%	paid in full for CY 2024
24-6-00-924.150	Boiler/Machinery Insuranc	\$ 7,856.35	\$ 7,337.32	93%	
24-6-00-924.200	Public Official Insurance	\$ 142.20	\$ 142.20	100%	paid in full for CY 2024
24-6-00-924.300	Liability Insurance	\$ 2,439.57	\$ 2,439.56	100%	paid in full for CY 2024
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	\$ 1,903.68	100%	paid in full for CY 2024
24-6-00-924.700	Workers Compensation	\$ 11,364.67	\$ 12,225.63	108%	paid in full for CY 2024
24-6-00-926.100	FICA/MEDI	\$ 12,719.53	\$ 9,108.64	72%	
24-6-00-926.200	Health Insurance	\$ 50,743.54	\$ 24,869.86	49%	
24-6-00-926.300	Municipal Retirement	\$ 11,223.12	\$ 8,684.22	77%	
24-6-00-926.400	Compensated Absences	\$ 19,831.29	\$ 13,749.57	69%	
24-6-00-926.410	Employee Benefits-Clothing	\$ -	\$ 260.99	0%	
24-6-00-926.412	Employee Benefits-Phone Allowance	\$ -	\$ 480.00	0%	not budgeted
24-6-00-926.415	Childcare Tax Expense	\$ -	\$ 218.21	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%	Annual
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	\$ 372,617.18	57%	
Net Income (Loss)		\$ (77,452.79)	\$ 77,553.51	-100%	

Barton Village, Inc.

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

Memorandum

To: Barton Village Board of Trustees

From: Amy Braun Date: 11/25/2024

Subject: 2025 Employee Benefit Proposal (Non-IBEW)

Agenda: Agenda Item "J"

Current:

Benefits for Barton Village Non-Bargaining Unit Employees are currently Listed in Appendix C (attached)

Health Ins = Employer contribution @ 85% for employee & employee's dependents

Employee contribution @ 15% for employee & employee's dependents

BCBS VT Select Gold CDHP BCBS Standard Gold

BCBS VT Select Silver CDHP BCBS Standard Silver Reflective

Dental Ins = Employer contribution 100% for Employee or 85% for Two person plus

NE Delta Dental Benefit Plan #2

Vision Ins = Employer contribution 0 Employee contribution 100%

Proposed:

Health Ins = Employer contribution @ 85% for employee & employee's dependents

Health Ins plan changes to avoid the Aggregate deductible and to have a low deductible plan for employees and families. The percentage to remain consistent with the IBEW contract.

BCBS Platinum Plan

BCBS Gold Plan

BCBS Silver Reflective

Dental Ins = Same as current Vision Ins = Same as current

Attachments for comparison: 2025 rates for Blue Cross Blue Shield, NE Delta Dental and EyeMed. Appendix C from the current personnel policy

<u>Proposed Motion</u>: To accept the proposed Non IBEW benefit package for BCBS Plans, Delta Dental and Eye Med Vision as well as the employer/employee ratio as presented for 2025 benefit year.

APPENDIX C

Employee Benefits Summary Non-Collective Bargaining Unit Employees

Benefit	Description Summary
Health	 BCBS Vt Select Gold CDHP, BCBS Vt Select Silver CDHP; BCBS Standard Gold BCBS Standard Silver Reflective. Employer premium contribution paid @ 85% for employee and employee's dependents Employee premium contribution – 15% H.S.A. Contribution if BCBS Silver CDHP Reflection option is chosen \$700 Single; \$1,400 2-Person; \$1,800 Family
Dental	 Northeast Delta Dental Plan Option #2 Employer premium contribution paid @ 100% for employee or 85% for employee plus spouse/dependents Employee premium contribution – 15% (for plans including spouse/dependents)
Vision	 Eyemed Vision Care (Voluntary) Employer premium contribution – 0% Employee premium contribution – 100%
Retirement	 Vermont Municipal Employee Retirement Eligibility: Employee must be classified as either full-time or part-time and work at least 24 hrs /wk ongoing an 1040 hrs per year Employer Contribution to Group B (percentage changes) Employee Contribution to Group B (percentage changes)

Proposed Insurance Benefit Package										
				þ	per month		er month		20)25 BVI
Blue Cross Blue Shield	Member Coverage	Mon	thly Premium	859	% Employer	15 %	6 Employee		Al	NNUAL
Platinum Plan	Employee	\$	1,337.35	\$	1,136.75	\$	200.60	\$ 13,640.97	\$ 13	3,640.9 ⁻
\$450/\$900 deductible	Employee/Spouse	\$	2,674.70	\$	2,273.50	\$	401.21	\$ 27,281.94	\$ 2	7,281.9
\$15 PCP/\$40 Specialist	Employee/Child(ren)	\$	2,581.09	\$	2,193.93	\$	387.16	\$ 26,327.12		
RX \$10/\$50/50%	Family	\$	3,757.95	\$	3,194.26	\$	563.69	\$ 38,331.09		
Stacked Deductible										
Gold Plan										
\$1400/\$2800 deductible	Employee	\$	1,138.18	\$	967.45	\$	170.73	\$ 11,609.44		
\$20 PCP/\$55 Specialist	Employee/Spouse	\$	2,276.36	\$	1,934.91	\$	341.45	\$ 23,218.87		
RX \$200 ded \$15/\$60/50%	Employee/Child(ren)	\$	2,196.69	\$	1,867.19	\$	329.50	\$ 22,406.24		
deductible waived for Generics	Family	\$	3,198.29	\$	2,718.55	\$	479.74	\$ 32,622.56		
Stacked deductible										
Silver Reflective										
\$3500/\$7000 deductible	Employee	\$	937.80	\$	834.64	\$	103.16	\$ 10,015.70		
\$40 PCP/\$90 Specialist	Employee/Spouse	\$	1,875.60	\$	1,669.28	\$	206.32	\$ 20,031.41		
RX \$500 ded \$15/\$70/50%	Employee/Child(ren)	\$	1,809.95	\$	1,610.86	\$	199.09	\$ 19,330.27		
deductible waived for Generics	Family	\$	2,635.22	\$	2,345.35	\$	289.87	\$ 28,144.15		
Delta Dental Plan 2				1	00%/85%	%/85% 0 %/				
No Change to plan selection	1 Person	\$	37.87	\$	37.87	\$	-	\$ 454.44		
	2 Person	\$	71.29	\$	60.60	\$	10.69	\$ 727.16	\$	727.1
	3+ People	\$	126.02	\$	107.12	\$	18.90	\$ 1,285.40		
Vision Insurance					0%		100%			
No Change to plan selection	1 Person	\$	6.74	\$	5.39	\$	1.35	\$ 64.70	\$	-
	2 Person	\$	12.75	\$	10.20	\$	2.55	\$ 122.40		
	Family	\$	18.69	\$	14.95	\$	3.74	\$ 179.42		
									\$ 4:	1,650.0
Opt Out Option if Board Adopted	Employee									
(Policies will need to be updated accordingly)	Employee/Spouse							\$ 8,024.10	\$ 8	8,024.1
Opt Out is 25% of plan premium										
									\$ 49	9,674.1

					per month		per month	BVI
Blue Cross Blue Shield	Member Coverage	Мо	nthly Premium	8	5% Employer	15	% Employee	ANNUAL
BCBS VT Select Gold CDHP								
Aggregate deductible Ded \$2950	Employee	\$	1,146.17	\$	974.24	\$	171.93	\$ 11,690.93
RX \$1650 combined w/Medical	Employee/Spouse	\$	2,292.34	\$	1,948.49	\$	343.85	\$ 23,381.87
Medical Copays 0 after deductible	Employee/Child(ren)	\$	2,212.11	\$	1,880.29	\$	331.82	\$ 22,563.52
RX copays \$5/\$50/60%	Family	\$	3,220.74	\$	2,737.63	\$	483.11	\$ 32,851.55
BCBS Standard Gold								
Stacked Deductible	Employee	\$	1,138.18	\$	967.45	\$	170.73	\$ 11,609.44
\$1400 Deductible	Employee/Spouse	\$	2,276.36	\$	1,934.91	\$	341.45	\$ 23,218.87
3/Zero appt then \$20	Employee/Child(ren)	\$	2,196.69	\$	1,867.19	\$	329.50	\$ 22,406.24
RX ded \$200/\$400 family	Family	\$	3,198.29	\$	2,718.55	\$	479.74	\$ 32,622.56
deductible then \$15/\$60/50%								
BCBS Standard Silver Reflective	Employee	\$	937.80	\$	797.13	\$	140.67	\$ 9,565.56
Stacked	Employee/Spouse	\$	1,875.60	\$	1,594.26	\$	281.34	\$ 19,131.12
Med \$3500 ded/ RX \$500 ded	Employee/Children	\$	1,809.95	\$	1,538.46	\$	271.49	\$ 18,461.49
Med copay 3/Zero then \$40	Family	\$	2,635.22	\$	2,239.94	\$	395.28	\$ 26,879.24
BCBS VT Select Silver ReflectiveCDHP	Employee	\$	937.14	\$	796.57	\$	140.57	\$ 11,245.68
Aggregate deductible	Employee/Spouse	\$	1,874.28	\$	1,593.14	\$	281.14	\$ 22,491.36
Med.RX \$5400	Employee/Children	\$	1,808.68	\$	1,537.38	\$	271.30	\$ 1,796.68
Medical Deductible then Zero	Family	\$	2,633.36	\$	2,238.36	\$	395.00	\$ 2,621.36
RX ded then \$15/\$85/60%								
Delta Dental Plan 2					100%/85%		0%/15%	
No Change to plan selection	1 Person	\$	37.87	\$	37.87	\$	-	\$ 454.44
	2 Person	\$	71.29	\$	60.60	\$	10.69	\$ 727.16
	3+ People	\$	126.02	\$	107.12	\$	18.90	\$ 1,285.40
Vision Insurance					0%		100%	
No Change to plan selection	1 Person	\$	6.74	\$	5.39	\$	1.35	\$ 64.70
	2 Person	\$	12.75	\$	10.20	\$	2.55	\$ 122.40
	Family	\$	18.69	\$	14.95	\$	3.74	\$ 179.42
Opt Out Option								
Currently No Opt out option								
for Non IBEW employees								

(F)

2025 SMALL GROUP QUALIFIED HEALTH PLANS & PREMIUMS CHART

Blue numbers indicate a change for 2025 plans

BI	ueCross	BEN	EFITS					М	MEDICAL						PHA		2025 MONTHLY PREMIUMS				
of	ueShield Vermont		incial unts*	Ded		Out-of- pocket maximum			Medical co					Deductible	Out-of- pocket maximum		otion drugs share(s)				
Questio (800) 25 consum	Blue Cross and Shield Association. hs? Contact us at: 5-4550 (TTY/TDD: 711) ersupport@bcbsvt.com ssvt.org/smallbusiness	Health Reimbursement Arrangement (HRA)	Health Savings Account (HSA)	Medical deductible is doubled for two-person and family plans	Deductible type	Medical out-of-pocket maximum is doubled for two-person and family plans	Preventive care ⁵	Primary care, mental health, or provider visits for substance use disorder treatment	Specialist visits with diagnosis of heart disease or diabetes ⁴	Specialist visits ³	Urgent care	Emergency room care	Outpatient & inpatient hospital services	Prescription drug deductible is doubled for two-person and family plans	Prescription drug out-of-pocket maximum is doubled for two-person and family plans	Wellness drugs ⁷ (generic/preferred/ non-preferred brands)	Prescription drugs (generic/preterred/ non-preferred brands)	Employee-only	Employee + Spouse	Employee + Child(ren)	Family
d Plans	GOLD	•		\$1,250	Aggregates	\$5,150²	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$20	Four, zero dollar office visits per member, then deductible, then \$40	Deductible, then \$40	\$60	Deductible, then \$250	Deductible, then \$750	Combined with medical	\$1,650	\$5/\$50/60%7	Deductible, then \$5/40%/60%	\$1,129.14	\$2,258.28		\$3,172.88
nt Preferred	SILVER REFLECTIVE	•		\$3,250	Aggregate ^a	\$8,750²	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$30	Four, zero dollar office visits per member, then deductible, then \$50	Deductible, then \$50	\$70	Deductible, then \$450	Deductible, then \$1,750	Combined with medical	\$1,650	\$5/\$50/60%7	Deductible, then \$5/40%/60%	\$926.86	\$1,853.72	\$1,788.84	\$2,604.48
Vermor	BRONZE	•		\$9,200	Aggregate ^a	\$9,200^	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$0	Four, zero dollar office visits per member, then deductible, then \$0		Deducti	ble, then \$0		Combined with medical	Combined ¹	\$15/\$50/60%7	Deductible, then \$0	\$816.91	\$1,633.82	\$1,576.64	\$2,295.52
r Plans	GOLD CDHP	•	•	\$2,950	Aggregate®	\$2,950	\$0		Deductible, then \$0			Combined with medical	\$1,650	\$5/\$50/60% ⁷	Deductible, then \$0	\$1,146.17	\$2,292.34	\$2,212.11	\$3,220.74		
nt Selec	SILVER CDHP REFLECTIVE O	•	•	\$5,400	Aggregate®	\$5,400²	\$0		Deductible, then \$0			Combined with medical	\$1,650	\$15/\$50/60% ⁷	Deductible, then \$0	\$937.14	\$1,874.28	\$1,808.68	\$2,633.36		
Verma	BRONZE CDHP	•	•	\$7,700	Aggregate®	\$7,700 ²	\$0		Deduc	ctible, then \$0				Combined with medical	Combined ¹	\$25/65%/85%7	Deductible, then \$0	\$810.79	\$1,621.58	\$1,564.82	\$2,278.32
	PLATINUM	•		\$450	Stacked [®]	\$1,600	\$0	Three, zero dollar office visits per member, then \$15	\$40		\$50	Deductible, then \$100	Deductible, then 10%	\$0	\$1,600	\$10/\$	\$50/50%	\$1,337.35	\$2,674.70	\$2,581.09	\$3,757.95
	GOLD	•		\$1,400	Stacked*	\$5,600°	\$0	Three, zero dollar office visits per member, then \$20	\$55		\$65	Deductible, then \$150	Deductible, then 30%	\$200 individual/ \$400 family	\$1,600	\$15/deductibl	le, then \$60/50%	\$1,138.18	\$2,276.36	\$2,196.69	\$3,198.29
Plans	SILVER REFLECTIVE	•		\$3,500	Stacked*	\$9,200	\$0	Three, zero dollar office visits per member, then \$40	\$90		\$100	Deductible, then \$250	Deductible, then 50%	\$500 individual/ \$1,000 family	\$1,600	\$15/deductible	le, then \$70/50%	\$937.80	\$1,875.60	\$1,809.95	\$2,635.22
Standard Pl	BRONZE	•		\$6,450	Stacked ^a	\$9,200	\$0	Deductible, then \$35	Deductible, then	\$90	Deductible, then \$100	Deductible	, then 50%	\$1,100 individual/ \$2,200 family	\$1,600	\$15/deductibl	le, then \$85/60%	\$795.67	\$1,591.34	\$1,535.64	\$2,235.83
Sta	BRONZE INTEGRATED	•		\$9,200	Stacked [®]	\$9,200	\$0	Three, zero dollar office visits per member, then \$40	\$100 <i>f</i>			Deductible, then	\$0	Combined with medical	Combined ¹	\$25 /deduc	tible, then \$0	\$845.64	\$1,691.28	\$1,632.09	\$2,376.25
	SILVER CDHP REFLECTIVE	•	•	\$2,100	Aggregate®	\$7,050²	\$0	Deductible, then 10%	,	Deduct	ible, then 35%			Combined with medical	\$1,650	\$10/\$40/50%7	Deductible, then \$10/\$40/50%	\$981.98	\$1,963.96	\$1,895.22	\$2,759.36
	BRONZE CDHP	•	•	\$5,800	Aggregate®	\$7,100 ²	\$0		Deduct	ible, then 50%				Combined with medical	\$1,650	\$12/40%/60%7	Deductible, then \$12/40%/60%	\$844.49	\$1,688.98	\$1,629.87	\$2,373.02

Cost-share for each health plan above is based on the employee-only coverage type. Plan benefits may change if the coverage type is different than employee-only coverage.

This plan does not include a separate prescription drug out-of-pocket maximum, All covered medical & pharmacy expenses accumulate to the overall combined out-of-pocket maximum, 'Regardless of all other cost-share, if one person's out-of-pocket cost reaches Special on a year, we begin paying 100fs of the allowed air, out-of-pocket maximum, of Benefits and Coverage at bluecrossvt.org/smalbusiness 'Special in a year, we begin paying 100fs, of the allowed air, out-of-pocket maximum, and coverage at bluecrossvt.org/smalbusiness 'Special in a year, or controlled the properties of the pro

^{*}To learn more about our integrated financial accounts, visit bluecrossyt.org/mymoney

O Reflective Silver plans are available for small organizations who enroll directly through Blue Cross® and Blue Shield® of Vermont. Pediatric vision and dental benefits are available on all plans for members 21 and you



Vermont League of Cities & Towns - Option 6

O.
7.47

40% FF

additional complete pair of prescription eyeglasses

20%FF

non-covered items, including nonprescription sunglasses

Find an eye doctor (Access Network)

- 866.723.0596
- eyemed.com
- EyeMed Members App
- For LASIK, call
 1.800.988.4221

Heads Up

You may have additional benefits.
Log into eyemed.com/member to see all plans included with your benefits.

SUMMA	RY OF BENEFITS	
VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
EXAM SERVICES		
Exam	\$10 copay	Up to \$50
Retinal Imaging	Up to \$39	Not covered
CONTACT LENS FIT AND FOLLOW-UP		
Fit and Follow-up - Standard	Up to \$55; contact lens fit and two follow-up visits	Not covered
Fit and Follow-up - Premium	10% off retail price	Not covered
FRAME		
Frame	\$0 copay; 20% off balance over \$150 allowance	Up to \$120
STANDARD PLASTIC LENSES		
Single Vision	\$25 copay	Up to \$50
Bifocal	\$25 copay	Up to \$70
Trifocal	\$25 copay	Up to \$100
Lenticular	\$25 copay	Up to \$125
Progressive - Standard	\$90 copay	Up to \$125
Progressive - Premium	\$90 copay; 20% off retail price less \$120 allowance	Up to \$125
LENS OPTIONS		
Anti Reflective Coating - Standard	\$0 copay	Up to \$5
Photochromic - Non-Glass	20% off retail price	Not covered
Polycarbonate - Standard	\$0 copay	Up to \$5
Scratch Coating - Standard Plastic	\$0 copay	Up to \$5
Tint - Solid and Gradient	\$15	Not covered
UV Treatment	\$15	Not covered
All Other Lens Options	20% off retail price	Not covered
CONTACT LENSES		
Contacts - Conventional	\$0 copay; 15% off balance over \$150 allowance	·
Contacts - Disposable	\$0 copay; 100% of balance over \$150 allowance	Up to \$150
Contacts - Medically Necessary	\$0 copay; paid in full	Up to \$300
OTHER		
Hearing Care from Amplifon Network	Up to 64% off hearing aids; call 1.877.203.0675	Not covered
LASIK or PRK from U.S. Laser Network	15% off retail or 5% off promo price; call 1.800.988.4221	Not covered
FREQUENCY	ALLOWED FREQUENCY - ADULTS	ALLOWED FREQUENCY - KIDS
Exam	Once every 12 months from the date of service	Once every 12 months from the date of service
Frame	Once every 24 months from the date of service	Once every 24 months from the date of service
Lenses	Once every 12 months from the date of service	Once every 12 months from the date of service
Contact Lenses	Once every 12 months from the date of service	Once every 12 months from the date of service

(Plan allows member to receive either contacts and frame, or frames and lens services)

EyeMed reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866.939.3633. No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; blano (non-prescription) elnses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state. Plan discounts cannot be combined with any other discounts or promotional offers. In certain s

Northeast Delta Dental MONTHLY RATES for VLCT -- Group #925

Effective July 1, 2024 to June 30, 2025

Subscriber eligibility note: Coverage begins the first of the month following completion of any waiting period determined by the employer.

△ DELTA DENTAL

Northeast Delta Dental

		1	2	3	4	5	L
	1 Person	\$52.47 L	\$37.87	\$34.61	\$27.37	\$20.45	\$37.87
MONTHLY PREMIUMS	2 Persons	\$98.92	\$71.29	\$65.24	\$51.53	\$38.54	\$71.32
	3 or More Persons	\$176.91	\$126.02	\$116.91	\$103.33	\$78.32	\$126.76
COVERAGE	A* -			100)%		
See "Outline of Coverage"	B*	100%		80%		60%	80%
(benefit chart)	C* (implants included)		50%		0%) .	50%
	Coverage A		None		N/A	4 - 1 - 1 - 1 - 1	None
DEDUCTIBLE	Coverage B and C per Person per contract year		\$25		\$0		\$50
	B and C per family per contract year		\$75		\$0		\$150
MAXIMUM per person per o	ontract year	\$1,5	00	\$750	\$1,000	\$750	\$2,000
ORTHODONTIC OPTION See table and notes below	IS		y rider only		N//	4	By rider only

^{*} Benefit Plan Note: Benefit percentages shown are based on the actual charge submitted up to the Maximum Allowable Charge for participating dentists or Delta Dental's allowance for nonparticipating dentists.

FUNDING METHOD

THE EMPLOYER CONTRIBUTES THE FULL COST FOR ALL EMPLOYEES: All eligible employees are covered by this program without payroll deductions.

Employees have the option to cover their dependents; HOWEVER, at least 65% of those employees with eligible dependents, not covered elsewhere, agree to enroll their dependents.

Employees agree to payroll deductions for dependents for the term of the agreement. However, the employer can choose to pay for all or a portion of dependent costs as well if they wish.

	\$0		\$0.36
0.69	\$0.86	\$1.01	\$1.53
8.35	\$10.22	\$12.00	\$10.92
	50%	ı	
1,000	\$1,250	\$1,500	\$1,250
	No		Yes
	8.35	0.69 \$0.86 8.35 \$10.22 50% 1,000 \$1,250	0.69 \$0.86 \$1.01 8.35 \$10.22 \$12.00 50% 1,000 \$1,250 \$1,500

Orthodontic Rider Notes:

- 1. Orthodontic coverage is available as a rider to municipalities using plans 1, 2, 3 or 7 only.
- 2. The orthodontic rider is a monthly rate added to the plan premium.
- 3. If a municipality elects an orthodontic rider, everyone must take the rider.
- 4. The lifetime maximum is per patient.



Barton Village, Inc.

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

Memorandum

To: Barton Village Board of Trustees

From: Crystal Currier/Amy Braun

Date: November 25, 2024

Subject: CNB Line of Credit Loan Documents for Hydro Project

Agenda: Agenda Item "K"

At the Board meeting on November 11th, the Board approved moving forward with the short-term Line-of Credit financing with Community National Bank for the hydro facility upgrades. The loan documents to enter into the financing are attached for your review and approval.

<u>**Proposed Motion**</u>: Motion to approve the loan documents entering into short-term financing with Community National Bank for the hydro facility upgrades as presented.

Barton Village Inc. P.O. Box 519	Community National Bank 4811 US Route 5 Newport, VT 05855	Line of Credit No. 189879560	
Barton, VT 05822		Date: 11/25/2024	
Borrower's Name & Address "I" includes each borrower above,	Lender's Name and Address "You" means the lender, its successors	Max. Credit Amt. \$3,000,000.00	
jointly and severally.	and assigns	Loan Ref. No. 189879560	

You have extended to me a line of credit in the Amount of: Three Million Dollars and 00/100 (\$3,000,000.00)

You will make loans to me from time to time until November 24, 2025.

Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced, according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement; whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

I. A	ΜU	UN	Π:	Ī	hıs	line	e ot	cr	edit	1S:
			~ ~		- ~					

- X OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
 - a. I have borrowed the maximum amount available to me;
 - b. This line of credit has expired;
 - c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
 - d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;

DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the
aggregate outstanding advances equal or exceed

Subject to the obligatory or discretionary limitations above, this line of credit is:

_____ \$____

	OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.
X	CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on November 25, 2024, or any note(s) I sign at a later time which

represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows:

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:

	Resolution Non-Arbitrage Certificate IRS Form #8038-G or 8038-GC
4.	REMEDIES: If I am in default on the note(s) you may: a. take any action as provided in the related documents; b. without notice to me, terminate this line of credit. By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.
5.	COSTS AND FEES: If you hire an attorney to enforce this agreement, I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.
6.	COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following: a. maintain books and records of my operations relating to the need for this line of credit; b. permit you or any of your representatives to inspect and/or copy these records; c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit; d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance; e
7.	NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.
8.	MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.
SIGNA	TURES: I agree to the terms of this line of credit. I have received a copy on today's date.

Barton Village Inc.
By: Trustees

Or a Majority thereof

FOR THE LENDER: Community National Bank

Title: Treasury and Municipal Relationship Manager

Form **8038-G**

Department of the Treasury

Internal Revenue Service

(Rev. October 2021)

Gl

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

1 Issuer's name Barton Village Inc 30 A Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Sheila Martin, Treasurer 4 Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 519 6 City, town, or post office, state, and ZIP code Barton, VT 05822 8 Name of issue Barton Village Inc 2024 Bond Anticipation Line of Credit 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Sheila Martin, Treasurer (802) 525-4747 7 Date of issue 11/25/2024 8 Name of issue 9 CUSIP number N/A 10b Telephone number of Firis Use Only) N/A 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Sheila Martin, Treasurer (802) 525-4747 2 art III Type of Issue (Enter the issue price.) See the instructions and attach schedule. 11 Education .								
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Sheila Martin, Treasurer 4 Number and street (or P.O. box if mail is not delivered to street address) 6 City, town, or post office, state, and ZIP code 8 Name of issue 8 Barton, VT 05822 8 Name of fiseue 8 Description of their employee of the issuer whom the IRS may call for more information 10b Telephone number of other person shown on 3t (802) \$25-4747 N/A 10b Telephone number (For IRS Use Only) 7 Date of issue 8 CUSIP number 11/25/2024 9 CUSIP number 11/25/2024 9 CUSIP number 11/25/2024 9 CUSIP number 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024 9 CUSIP number 11/25/2024 9 CUSIP number 11/25/2024 9 CUSIP number 11/25/2024 12 Nob Telephone number of officer or other employee of the issuer whom the IRS may call for more information 10b Telephone number of other or other employee of the issuer whom the IRS may call for more information 11c Education 12 Health and hospital 13 Transportation 14 Public safety 15 Environment (including sewage bonds) 16 Housing 17 Utilities 17 3,000,000.01 18 Other. Describe ▶ 19 If bonds are TANs or RANs, check only box 19a b If bonds are BANs, check only box 19b 10 Description of Bonds. Complete for the entire issue for which this form is being filled. (a) Final maturity date (b) Issue price (c) Stated redemption price at maturity (d) Weighted average maturity (e) Yield								
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21 1/24/2025 0 3.000.000.00 0 3.000.000 1 Veals 4 98 /6								
Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)								
22 Proceeds used for accrued interest								
OO leave wise of active issue (actor are such from line O1 actors (b))								
23 Issue price of entire issue (enter amount from line 21, column (b))								
Total (add lines 24 through 28)								
Part V Description of Refunded Bonds. Complete this part only for refunding bonds.								
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded • years								
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded								
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)								
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)								
For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form 8038-G (Rev. 10-2021								

Form 8038-G (Rev. 10-2021)

Part	VI M	liscellaneous								
35	Enter th	he amount of the state volume cap a	Illocated to the issue	under section 14	1(b)(5) .		35			
36a		he amount of gross proceeds investe		-						
	` ,						36a			
b		he final maturity date of the GIC $ hicksim$ (N	/IM/DD/YYYY)							
С		he name of the GIC provider ►								
37	Pooled to othe	financings: Enter the amount of the governmental units	e proceeds of this issue	ue that are to be ເ 	used to m 	ake loans	37			
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following in									formati	on:
b	Enter th	he date of the master pool bond $ hicksim$ (N	MM/DD/YYYY)							
С		he EIN of the issuer of the master po	1.1 1.5							
d	Enter th	he name of the issuer of the master i								
39	If the is	ssuer has designated the issue under	r section 265(b)(3)(B)(i)(III) (small issuer	exception	n), check b	ox .		>	\checkmark
40	If the is	ssuer has elected to pay a penalty in	lieu of arbitrage reba	te, check box .					•	
41a		suer has identified a hedge, check h								
b										
С	Type o	f hedge ►								
d	Term o	f hedge ►								
42		ssuer has superintegrated the hedge	, check box						•	
43		issuer has established written prod							ated	
		ing to the requirements under the Co								\checkmark
44	If the is	ssuer has established written proced	ures to monitor the re	equirements of se	ction 148	check bo	х		•	V
45a		portion of the proceeds was used t		•						
		bursement	·	,						
b	Enter th	he date the official intent was adopte	ed ► (MM/DD/YYYY)				_			
Signa and	ature	Under penalties of perjury, I declare that I has and belief, they are true, correct, and comple process this return, to the person that I have	te. I further declare that I c	d accompanying scheo onsent to the IRS's dis	lules and sta closure of th	tements, and e issuer's ret	to the bes urn informa	st of my kn ation, as ne	owledge ecessary	to
					A Chaila	Mantin Tua				
Cons	sent	Signature of issuer's authorized represen	ntative	 Date		Martin, Trea				
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Form **8038-G** (Rev. 10-2021)

Barton Village Inc. P.O. Box 519 Barton, VT 05822

NON-ARBITRAGE CERTIFICATE

BOND ANTICIPATION BORROWING

We, the Treasurer and at least a majority of the Trustees of Barton Village Inc. of Barton, Vermont (the "Issuer"), hereby certify and represent as follows with respect to the \$3,000,000.00 Bond Anticipation Note Number 189879560 of the Issuer (the "Note"), which Note is dated November 25, 2024 payable as therein set forth:

- 1. The Issuer is issuing and delivering the Note simultaneously with the delivery of this Certificate.
- 2. We are the Officers of the Issuer charged by law with the responsibility for issuing the Note. The certifications and expectations set forth herein are being given pursuant to Section 1.148-2(b)(2)(i) of the Treasury Regulations.
- 3. The Note is being issued for the purpose of upgrades and repairs to the Village's Hydro Station.
- 4. The entire amount borrowed by the issuance of the Note, together with all of such, if any, amounts previously raised or borrowed for the same purpose, does not exceed the estimated total cost of such project less all other funds available for the purpose, and all of the proceeds of the Note have been or are expected to be needed and expended for project cost in a manner and over a period so that the Note will not be classified as an "arbitrage bond" within Section 148 the meaning of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "Code").
- 5. Work on the acquisition, construction or accomplishment of the project being financed by the Note has proceeded and is expected to proceed hereafter with due diligence to completion. The proceeds derived from the sale of the Note or any obligation replaced or refunded by the note will be or have been expended in conformance with the provisions of Code Section 148 so as to maintain the interest paid on the Note excludable from the gross income of the recipient thereof.
- 6. This Note is not being issued to refund a note previously issued for the same purpose described in paragraph (3).
- 7. Any real and personal property, acquisition of which has been financed by the Note, has not been and is not expected during the life of the Note to be sold or otherwise disposed of for consideration.

- 8. It is expected that any earnings or net profit derived from investment or deposit of the proceeds of the Note, including transferred proceeds, any accrued interest received upon sale of the Note, and any premium received on the delivery thereof, will by expended for project cost within the period stated in paragraph (4) above to the extent such funds are not commingled for accounting purposes in the general funds of the issuer with tax and other substantial operating revenues.
- 9. The Issuer has not created and does not expect to create or establish any debt service funds, bond payment reserve, sinking fund, or other similar fund pledged to the payment of the Note or from which it is expected that payment of the Note would be made.
- 10. Substantial binding obligations to commence the project being financed by the Note have been made, consisting of at least a binding obligation for engineering services obligating the issuer to expend more than five percent (5%) of the total cost of said project being financed by the Note.
- 11. To the best of our knowledge, information and belief, the above expectations are reasonable.
- 12. The Issuer has not been notified of any action by the Commissioner of Internal Revenue to disqualify it as an issuer whose arbitrage certificates may be relied upon.
- 13. No part of the proceeds derived from the issuance and sale of the Note, nor the expenditures financed by the proceeds of the Note, shall be:
 - A. Used, loaned or otherwise made available to any person or other entity, other than the Issuer or a governmental body, so as to cause the Note to be classified as a "private activity bond", as that term is defined under Section 141 of the Code;
 - B. Used directly or indirectly in a trade or business by any person other than the Issuer or another governmental entity;
 - C. Loaned to any person directly or indirectly other than the Issuer;
 - D. The subject of any contract, lease or agreement of any sort having a term of one year or more and calling for the payment by the Issuer of consideration other than a flat fee;
 - E. Expended to finance the construction, alteration or renovation of any improvement the use, occupancy, availability or beneficial enjoyment of which shall be restricted among public users thereof or for which preferential, different or unique fees, rates, assessments or charges shall be levied;
 - F. Invested in such a manner or for such a period or at a yield to result in the rebate of interest earnings thereon to the United States under any public law now or hereafter in effect.

- 14. The Issuer shall create and maintain records and books of account with respect to the Note and the expenditures financed by the proceeds thereof, which accounts shall detail and provide at a minimum the following.
 - (a) Amount, net interest cost and term of Note;
 - (b) Cost associated with the issuance of the Note;
 - (c) Identity of all investments made with the proceeds of the Note, including interest and rate and term;
 - (d) Identify and date of all expenditures, regardless of source of funds;
 - (e) Such other financial information as may be required by law from time to time during the period of time the Notes shall remain outstanding.
- 15. The Issuer shall furnish to the United States, or any agency, department or instrumentality thereof, in a timely fashion, such information as may be required by law with respect to all evidences of debt now or hereafter issued by the Issuer.
- 16. Neither the proceeds of the Note, nor the earnings derived from the investment thereof, shall be expended for the purpose of paying any costs associated with the issuance of the Note.
- 17. In the event the Note is refunded or otherwise paid, defeased or secured by the proceeds of any form of debt issued by the Issuer, the manner of such payment, refunding or security will not result in the characterization of the Note as a "private activity bond" or an "arbitrage bond" under Sections 103 (c), 141 or 148 of the Code.
- 18. The proceeds of the Note shall not be invested for a period or at a yield so as to render the interest payable on the Note includable in the gross income of the holder(s) thereof.
- 19. The proceeds of the Note will not be used in a manner that will cause the Note to be an "arbitrage bond" or "private activity bond" within the meaning of Sections 103(c), 141 and 148(a) of the Code.
- 20. The Issuer hereby designates the Note as a "qualified tax exempt obligation" under Section 265(b) of the Code of 1986.

Dated: November 25, 2024

	Barton Village Inc By:
Treasurer	Trustees or a Majority Thereof

EXHIBIT B

TAX EXEMPT OBLIGATION POST-ISSUANCE COMPLIANCE PROCEDURES

The following procedures have been adopted by the Issuer, effective as of the date of issue of the Note. These procedures shall be implemented immediately and shall relate to the Note and all currently outstanding and future debt obligations and financing leases. These procedures are intended to assist the Issuer in complying with those provisions of the Internal Revenue Code of 1986, as amended and the regulations promulgated by the U.S. Treasury thereunder (the "Code") relating to (a) the qualified use of proceeds; (b) arbitrage yield restrictions and rebate; (c) remediation of the effects of "deliberate action" of the Issuer which results in the disposition, abandonment or other change in use of property financed by the Issuer's debt obligations and (d) the resolution of matters raised in connection with an audit or examination of the Issuer's tax-exempt or tax-advantaged obligations. These procedures are intended to furnish guidance in matters of Code compliance, and are subject to revision, modifications and enlargement from time to time.

- (1) The Issuer official or employee possessing the statutory or contractual powers, functions and responsibilities of a Chief Financial Officer (to the extent the same are not exercised by the Issuer's Treasurer) shall be responsible for monitoring tax exempt obligations post-issuance compliance (the "Compliance Official").
- (2) The Compliance Official shall review and implement these procedures in the manner necessary to ensure ongoing compliance with the provisions of the Tax Certificate. In connection therewith such official will become knowledgeable or consult an advisor experienced in post issuance compliance and will review and monitor notices, advice and directives as may be received by the Issuer from its bond counsel, accountants, financial advisors, and governmental sources. At least once annually the Compliance Official will verify that it is in compliance with the terms of the Tax Certificate, including this Exhibit B.
- (3) On or before the first day of June in each year, the Compliance Official shall confirm that all Issuer property financed by the proceeds of the Issuer's obligations continues to be used in the same manner as existed when such property was first placed into service. Such conformation shall be based upon a visual inspection and representations of the public officials under whose care, custody and control the property is placed.
- (4) For so long as the proceeds of any debt obligation of the Issuer remain unexpended, the Compliance Official shall confirm on the first day of June and the first day of December in each year that such proceeds are deposited or invested for a "temporary period" as established under Section 148 of the Code. Such confirmation shall be deemed to have occurred for so long as any proceeds of the Issuer's tax exempt or tax advantaged obligation are in the custody of a trustee, paying agent, or disbursing agent pending expenditures upon requisition thereof. Following the third anniversary of the issuance of an obligation by the Issuer, all unexpended proceeds shall be invested so as to generate a yield no greater than the yield on the corresponding obligation.
- (5) The Compliance Official shall confirm, at least annually while there are unexpended proceeds, that the proceeds of each obligation of the Issuer shall be expended in such amounts, at such frequency, and in such intervals to ensure that the Issuer avails itself of one or more arbitrage rebate exception allowed under Section 148 of the code. Alternatively, if rebate is due, the Compliance Official will engage a consultant to prepare a report to determine any rebate due.

- (6) With respect to the acquisition and construction of capital improvements financed with the proceeds of the Issuer's debt obligations, the Issuer hereby declares that such proceeds shall be allocated to acquisition and construction expenditures prior to the expenditure and application of funds from any other public or private source. A final expenditure report accounting for the use of all proceeds and earnings of Issuer's debt obligations shall be completed no later than 18 months after the improvements financed by the Issuer's debt obligation is placed in service.
- (7) In the event there is a change of use, abandonment or disposition of property financed by the proceeds of a debt obligation of the Issuer, the Compliance Official shall immediately consult with the Issuer's bond counsel and accountants regarding remedial action. The issuer thereafter shall endeavor to call and redeem all or a portion of outstanding debt obligations, the proceeds of which were expended to finance such property. The proceeds derived from the sale or other disposition of the financed property shall not be commingled with other funds of the Issuer, but shall be used to effect the redemption of obligations, if necessary, the proceeds of which financed such property. Pending redemption as called for in this section, such proceeds shall be invested at a yield no greater than the yield on the obligations to be redeemed.
- (8) The Compliance Official shall create and preserve records for the term of the Issuer's debt obligations and any refunding thereof plus three years documenting the procedures incident to the authorization and issuance and identifying the proceeds of each issue of the Issuer's obligations, the deposit and investment thereof, the income derived from such deposit and investment, the expenditure of such proceeds and investment income (containing at a minimum, the date, amount and recipient of each expenditure), payment requisitions, and all rate, fee, charge and assessment schedules relating to property financed by the Issuer's obligations. Such records shall include copies of loan agreements, escrow agreements, tax certificates, project bid documents, construction and acquisition contracts, project invoices, project-related bank statements, and documents related to anticipatory bond financing.
- (9) The Compliance Official shall retain all contracts or arrangements with non-governmental persons relating to the use, control and management of the improvements financed by the Issuer's debt obligation.
- (10) In the event there remain on hand any excess proceeds from an Issuer debt obligation, following acquisition or completion of the improvements for which such obligation was issued, the Compliance Official shall consult with the Issuer's bond counsel regarding the use of such proceeds.

Barton Village Inc. P.O. Box 519 Barton, VT 05822

RESOLUTION

BOND ANTICIPATION BORROWING

WHEREAS, at a regular meeting of the Trustees of the Barton Village, Inc. at which at least a majority of the Trustees were present and voting, which meeting was duly noticed and called, it was unanimously found and determined that the public interest and necessity required by the Trustees would be too great to be paid out of the ordinary annual income and revenue of the Barton Village, Inc., and that a proposal to provide such improvements and incur debt by the Barton Village, Inc. to pay for the same should be submitted to the legal voters at a special meeting thereof to be called and held on September 20, 2024, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, the Trustees caused to be issued a Warning for a meeting of the Barton Village, Inc. to be held November 25, 2024, to consider a certain proposal, which Warning is duly recorded in the records of the Barton Village, Inc.; and

WHEREAS, said Warning was duly recorded, published and posted; and

WHEREAS, said meeting was duly held on the date, at the place and the time appointed, and a certain proposal to refinance debt therefore was voted in the affirmative; and

WHEREAS, the Barton Village, Inc. has been and is now carrying forward the authorized improvements to completion and funds are needed to meet accruing costs of the same; and

WHEREAS, following a request for proposals, the Barton Village, Inc. had negotiated a temporary loan with Community National Bank for \$3,000,000.00 at 4.98% to be evidenced by a single promissory note #189879560 dated November 25, 2024.

THEREFORE, BE IT RESOLVED, that the Trustees and the Treasurer proceed forthwith to complete said transaction and issue said evidence of indebtedness to cover the same; and

BE IT FURTHER RESOLVED, that said evidence of debt when issued and delivered pursuant to this Resolution shall be a valid and binding general obligation of the Barton Village, Inc

payable according to the terms and tenor thereof from unlimited ad valorem taxes duly assessed on the grand list of taxable property in said Barton Village, Inc., as established, apportioned and assessed by law; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Barton Village, Inc. and its Trustees in, about, or concerning the improvements or the contracting of loans in the connection therewith are hereby ratified and confirmed; and

We, the undersigned Trustees and Treasurer of the Barton Village, Inc., hereby certify that we as such officers have signed the single \$3,000,000.00 face amount bond anticipation note #189879560 dated November 25, 2024 of the following denominations and maturities in the form hereto attached and made part hereof:

Number	Denomination	Maturity
189879560	\$3,000,000.00	November 24, 2025

We, the undersigned Trustees and Treasurer of the Barton Village, Inc, hereby certify that the above-described note is issued under and pursuant to vote of the Board of Trustees held November 25, 2024, and this resolution adopted at a duly noticed and warned meeting of the Trustees of the Barton Village, Inc. held November 25, 2024.

We the said Trustees and Treasurer of the Barton Village, Inc. hereby certify that we are the duly chosen, qualified and acting officers as undersigned that the note is issued pursuant to authority, that no proceeding relating thereto has been taken other than as shown in the foregoing recital, that no such authority or action has been amended or repealed, and that there is no litigation threatened or pending in any state or federal court of competent jurisdiction seeking to enjoin either the issuance of the above-described note or the expenditures being financed by the proceeds of the same.

We further certify that no litigation is pending or threatened affecting the validity of the Note or the apportionment and assessment of taxes, if necessary, to pay the same when due, or the expenditure of the proceeds of the Note for the purpose for which it is being issued, that neither the corporate existence nor the boundaries of the Barton Village, Inc. nor the title of any of us to our respective offices, is being questioned or contested.

We further certify to and covenant with the Community National Bank, its successors and assigns, including specifically the transferees, assigns, holders and owners of the above-described Note(s), that:

1. No proceeds of the Note (including investment proceeds thereof) will be used (directly or indirectly) in any trade or business carried on by any person other than the Barton Village, Inc., nor used to make or finance loans to any person.

- 2. During the current calendar year, neither the Barton Village, Inc. nor any subordinate agency thereof will issue debt of any sort aggregating \$10,000,000.00 or more.
- 3. The Barton Village, Inc.will file when and as required with the Treasury Department or Internal Revenue Service information returns relating to the issuance of the Note and all other obligations of the Barton Village, Inc..
- 4. The Barton Village, Inc. will comply with, perform, maintain and keep each and every covenant, representation, certification and undertaking in the accompanying Non-Arbitrage and Use of Proceeds Certificate, execution and delivery of which is hereby authorized.

Date this November 25, 2024	Barton Village Inc.			
Treasurer				
ATTEST				
	Trustees or a Majority Thereof			
Clerk	of a majority Thereof			

Barton Village Inc. P.O. Box Barton, VT 05822

No. 189879560 \$3,000,000.00

BOND ANTICIPATION NOTE

The Barton Village, Inc. of Barton, Vermont, for value received, promises to pay in lawful money of United States to Community National Bank, or assigns

Three Million Dollars and 00 /100 (\$3,000,000.00)

upon presentation and surrender hereof, on the 24th day of November 2025, with interest meanwhile at the rate of 4.98% per annum, both principal and interest being payable at maturity at the principal office of Community National Bank, in the Town of Derby, Vermont. The annual interest rate on this note is computed on a 365/365 basis, meaning that the ratio of the annual interest rate over a year of 365 days is multiplied by the actual number of days the principal balance is outstanding.

This note is issued for the purpose of upgrades and repairs to the Village's Hydro Station in anticipation of the money to be derived from the sale of bonds authorized by vote of the Trustees at the meeting thereof held November 11, 2024 duly passed. Execution and delivery of this note is authorized by the affirmative vote and resolution duly adopted by the Trustees of said Barton Village, Inc. at a meeting thereof duly noticed, called and held on Barton Village, Inc.. It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the insurance of this note have been done, have happened, and have been performed in regular and due form as required by law and that the full faith and credit of the said Barton Village, Inc. is hereby irrevocably pledged for payment of this note.

Date: November 25, 2024	Barton Village Inc.	
Treasurer		
ATTEST		
	Trustees or a Majority Thereof	
Clerk	i di aga ag	

Barton Village, Inc.

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

Memorandum

To: Barton Village Board of Trustees

From: Vera LaPorte

Date: November 25, 2024 Subject: Lien Discharge

Agenda: Agenda Item "L"

On May 31, 2024 a lien was placed on 46 High Street in Barton for unpaid electric service totaling \$375.21. The balance has been paid and the account is now in good standing. The owner has requested a lien discharge.

<u>Proposed Motion</u>: Motion to approve filing a lien discharge for 46 High Street in Barton as presented.

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

Barton Town Clerk		
34 Main Street		
Barton, VT 05822		
To whom this may concern:		
KNOW ALL PERSONS that Barton \ Loko High Street Property, LLC, pro in Book 196 Page 291 of Lien Reco of By-Laws of Barton Village, Inc.	operty owner of <u>46 High Street</u> ir	Barton, Vermont Recorded
Dated on November 25 th , 2024 at I	Barton, Vermont.	
BARTON VILLAGE TRUSTEES:		
	Regina Lyon	-
	 Marilyn Prue	-
	Walliyiiiiae	

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: November 25, 2024

Subject: Water Department Update

Agenda: Agenda Item "M"

MSK Engineers

• MSK Engineers conducted a water service line inventory in October 2023 and are now sending property owners letters containing the results of their observations. Two letters were originally sent: one for those with galvanized material requiring replacement, and one for those with unknown material. While MSK Engineers observed no evidence of lead pipe in the Village's water service nor found any record of it being used, there are some segments categorized as unknown material and therefore must be considered to potentially contain lead. That being said, 74 property owners were erroneously sent unknown material letters despite their material being known as non-lead. Correction letters have been sent to these property owners.

Notice of Alleged Violation (NOAV)

- The Village has received a NOAV from the State for exceedance of the maximum contaminant level for total trihalomethanes (TTHM), which is a natural byproduct of the water treatment process (Water Chief Operator-Manager Lucas DiMauro will elaborate). The compliance directives are as follows:
 - Before December 8, 2024 complete and issue the provided public notice (attached).
 - Within 10 days of issuing the public notice, complete the online Public Notice Certification of Delivery form.
 - On or before February 10, 2025, submit a complete Operational Evaluation Report for TTHM identifying system improvements necessary to return to compliance.
 - On or before April 1, 2024, submit a Disinfection Byproduct (DBP) reduction plan and schedule under which the water system will return to compliance.

Water Plant

• Lucas DiMauro has recently had to make several repairs/adjustments to aging equipment at the plant, including compressors and resetting of variable frequency drives (potentially affected by the need for electric service upgrade at the plant).

Proposed Motion: None.



Date:		

Re: Galvanized Requiring Replacement Service Line Pipe Materials at PROPERTY ADDRESS

Dear Property Owner or Resident:

The service line serving your property has been categorized as having a service line with galvanized pipe materials, and available records to not clearly document that a lead pipe was never connected to this galvanized piping. Based on the requirements of USEPA's Lead and Copper Rule Revisions and the Vermont Department of Environmental Conservation's public drinking water program, your service line has been categorized as 'galvanized requiring replacement' (GRR) in the service line inventory prepared for Barton Water System. Your service line is included in the Water System's lead service line replacement plan, which is available for review upon request.

GRR service lines may be a potential source of lead in drinking water. Per the US EPA, exposure to lead can cause serious health effects in all age groups. Infants and children who drink water containing lead could have decreases in IQ and attention span and increases in learning and behavior problems. Lead exposure among women who are pregnant increases prenatal risks. Lead exposure among women who later become pregnant has similar risks if lead stored in the mother's bones is released during pregnancy. Recent science suggests that adults who drink water containing lead have increased risks of heart disease, high blood pressure, kidney, or nervous system problems. Per the Vermont Department of Health webpage on lead in drinking water, "there is no safe level of lead. Take action to reduce lead levels as low as possible."

Actions you can take to reduce lead concentrations in drinking water include flushing your tap before using water for drinking or cooking; and maintaining a water filter certified to remove lead from drinking water. To flush the tap, open the faucet until the water turns ice cold. This cold water is "fresh" water from the main that has not stagnated in interior plumbing. If you use a water filter, look for a filter that is certified to NSF Standard 53 to remove lead, like the Brita Longlast or PUR PLUS. Further information on immediate actions you can take to decrease lead concentrations in drinking water can be found at https://www.healthvermont.gov/drinking-water/lead.

Sincerely,

Patrick Smart, P.E., Senior Engineer MSK Engineers (802) 447-1402 x 127 psmart@mskeng.com Cameron Sundstrom, Staff Engineer MSK Engineers (802) 373-7854 csundstrom@mskeng.com





Date:	

Re: Unknown Service Line Pipe Materials at PROPERTY ADDRESS

Dear Property Owner or Resident:

The service line serving your property has been categorized as having unknown pipe materials in The Village of Barton's service line inventory that was prepared in accordance with the Lead and Copper Rule Revisions and Vermont Department of Environmental Conservation's guidance documents. These drinking water regulations require the Water System to notify each property owner with a service line categorized as unknown pipe materials, and to include these service lines in the Water System's lead service line replacement plan.

Since your service line's pipe materials are unknown, there is a possibility that a portion of your service line may contain lead pipe. Per the US EPA, exposure to lead can cause serious health effects in all age groups. Infants and children who drink water containing lead could have decreases in IQ and attention span and increases in learning and behavior problems. Lead exposure among women who are pregnant increases prenatal risks. Lead exposure among women who later become pregnant has similar risks if lead stored in the mother's bones is released during pregnancy. Recent science suggests that adults who drink water containing lead have increased risks of heart disease, high blood pressure, kidney, or nervous system problems. Per the Vermont Department of Health webpage on lead in drinking water, "there is no safe level of lead. Take action to reduce lead levels as low as possible."

Actions you can take to reduce lead concentrations in drinking water include flushing your tap before using water for drinking or cooking; and maintaining a water filter certified to remove lead from drinking water. To flush the tap, open the faucet until the water turns ice cold. This cold water is "fresh" water from the main that has not stagnated in interior plumbing. If you use a water filter, look for a filter that is certified to NSF Standard 53 to remove lead, like the Brita Longlast or PUR PLUS. Further information on immediate actions you can take to decrease lead concentrations in drinking water can be found at https://www.healthvermont.gov/drinkingwater/lead.

Sincerely,

Patrick Smart, P.E., Senior Engineer **MSK Engineers** (802) 447-1402 x 127

psmart@mskeng.com

Cameron Sundstrom, Staff Engineer **MSK Engineers** (802) 373-7854 csundstrom@mskeng.com





Date:		
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Re: Unknown Service Line Pipe Materials at PROPERTY ADDRESS

Dear Resident of Property Owner:

We are writing to address a recent communication you may have received regarding the material classification of your water service line. The letter stated that part of your water service line was classified as "unknown materials."

Upon further review, we have determined that this information was issued in error. The service line entering your property is classified in the Village of Barton's Service Line Inventory as Non-Lead.

We sincerely apologize for any confusion or inconvenience this may have caused. If you have any questions or concerns, please feel free to contact us.

Thank you for your understanding.

Sincerely,

Patrick Smart, P.E., Senior Engineer MSK Engineers (802) 447-1402 x 127 psmart@mskeng.com Cameron Sundstrom, Staff Engineer MSK Engineers (802) 373-7854 csundstrom@mskeng.com



Vermont Department of Environmental Conservation Drinking Water and Groundwater Protection Division

[phone] 802-828-1535 [fax] 802-828-1541

Montpelier, VT 05620-3521 **dec.vermont.gov/water**

1 National Life Drive - Davis 4

Barton Village Inc PO BOX 519 BARTON VT 05822 villageinfo@bartonvt.com November 8, 2024

Agency of Natural Resources

NOTICE OF ALLEGED VIOLATION (NOAV)

Dear Barton Village Inc:

The Agency of Natural Resources (Agency) has found that you are in violation of the Vermont Water Supply Rule (Rule). Specifically, our records indicate that you exceeded the Maximum Contaminant Level for **Total Trihalomethanes (TTHM)** as per the table below at Barton Water System (water system), VT0005189 in violation of Section 6.4 of the Rule.

Location	Locational Running Annual Average (LRAA) as of Fourth Quarter 2024	Maximum Contaminant Level (MCL)
704 Main St	82 UG/L	80 UG/L

Compliance Directives:

- 1. Within 30 days of being notified, follow the instructions to complete and issue the enclosed public notice;
- 2. **Within 10 days** of issuing the public notice, complete the online <u>Public Notice Certification of Delivery form</u> to submit an electronic copy of both the issued notice and the signed certification to the Division. Failure to issue timely public notice is an additional violation of the Rule;
- 3. On or before February 10, 2025, submit a complete Operational Evaluation Report for total trihalomethanes (TTHM) identifying system improvements necessary to return to compliance. The violation specified above is based on the locational running annual average (RAA) compared to the maximum contaminant level (MCL); and
- 4. On or before April 1, 2025, submit a Disinfection Byproduct (DBP) reduction plan and schedule under which the water system will return to compliance with the Total Trihalomethane (TTHM) MCL, and provide drinking water that is reliably and consistently below the MCL. The timeline to implement the disinfection byproduct reduction plan must not extend beyond January 1, 2026.

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

Please submit required documents to <u>joshua.gravlin@vermont.gov</u>, by online form, or contact Joshua Gravlin at the email above or by phone at 802-261-1360 if you have any questions about this violation.

Sincerely,

Julia S. Moore, Secretary

Vermont Agency of Natural Resources

By:

Janelle S. Wilbur, Compliance Section Supervisor

Department of Environmental Conservation

Drinking Water and Groundwater Protection Division

Encl: Public Notice Instructions

Public Notice Template & Certification Statement

Operational Evaluation Report

cc: Ben Montross, Drinking Water Program Manager, DWGPD

Janelle Wilbur, Compliance Section Supervisor, DWGPD

Matthew Hunt, Community Operations Section Supervisor, DWGPD

Benjamin Tabor, Compliance Analyst, DWGPD

Matthew Caldwell, Operations Specialist, DWGPD

Lucas A Dimauro, Designated Operator, lucidl@hotmail.com

Lucas A Dimauro, Administrative Contact, watermanager@bartonyt.com

Ray Solomon, Environmental Scientist, DWGPD

Town Health Officer, by email to grfalconer123@gmail.com

Bridget O'Brien, Vermont Department of Health

Tom DeBell, Vermont Department of Health

Kate Abazis, USEPA, abazis.kate@epa.gov

WSID File VT0005189

02 73

Instructions for TTHM or HAA5 MCL Violation Public Notice

This is a Tier 2 violation. You must provide public notice to persons served within 30 days after you learn of a Tier 2 violation. The public notice must be reissued every 3 months for as long as the situation exists. Use one or more of the following methods to deliver the notice to customers:

Community systems must use one of the following methods:

- Hand or direct delivery
- Mail, as a separate notice or included with the bill

Noncommunity systems must use one of the following methods:

- Posting in conspicuous locations
- Hand delivery
- Mail

In addition, both community and noncommunity systems must <u>use another method</u> reasonably calculated to reach others <u>if all users would not be reached by the first method</u>. Such methods could include email, newspapers, radio, television, direct delivery to community organizations such as health care facilities, or additional mailing or delivery to apartment tenants. If you mail, post, or hand deliver, print your notice on your system's letterhead, if available.

The notice on the next page is appropriate for mailing, posting, or hand delivery. If you modify this notice, you must still include all required elements from 40 CFR 141.205(a) and leave the mandatory public health language indicated in italics unchanged. If you modify the notice, you may not alter the mandatory language, but it can be in italics or regular font.

What happened? What is being done?

This section of the public notice MUST be completed prior to distributing. Describe why the situation exists and what corrective actions you took or will be taking. Listed below are steps commonly taken by water systems with HAA5 or TTHM MCL violations. You can include parts of the following statements, if appropriate, or develop your own text:

We are working to minimize the formation of HAA5 and/or TTHM while ensuring we
maintain an adequate level of disinfectant. We have taken additional steps to change
disinfectant type/levels / remove natural organic matter / increase flushing of water lines.

Our water system purchases water from	_ water system and we are working w	vith
that water system to reduce the concentration of	of HAA5 / TTHM in our system	

Repeat Notices

For repeat notices, you should state how long the violation has been ongoing and remind consumers of when you sent out any previous notices. If you are making progress, describe it. Alternatively, if funding or other issues are delaying progress, let consumers know.

After Issuing the Notice

Send a copy of each type of notice and the Public Notice Certification to the Division within ten days from the time you issue the notice. The certification states that you have met all the public notice requirements. The Division suggests you inform your customers when the violation is resolved.

02 74

PUBLIC NOTICE IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Barton Water System, VT0005189 Levels of Total Trihalomethanes (TTHM) Above Drinking Water Standards

Our water system recently exceeded drinking water standards. Although this is not an emergency, customers have a right to know what happened, what you should do, and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Test results from the four quarters ending with the **Fourth Quarter 2024** show that our system exceeded the standard, or maximum contaminant level (MCL), for TTHM.

The standard for TTHM is 80 UG/L. The running annual average from the last four quarters of results for TTHM is 82 UG/L.

What should I do?

The drinking water standard (MCL) is based on lifetime exposure to TTHM which may increase your risk of getting cancer. Continuing to drink the water is a personal decision that you must make for yourself by considering the health risk, cost, and convenience. You may choose to use bottled water or water from an alternate source.

You do not need to boil your water. You can continue to use the water for showering, bathing, washing your food and dishes, brushing your teeth, and other household uses.

If you have a severely compromised immune system, have an infant, are pregnant, or are elderly, you may be at increased risk and should seek advice from your health care providers about drinking this water.

What does this mean?

This is not an emergency. Drinking water containing TTHM at this concentration will not lead to any short-term effects such as vomiting, diarrhea, and stomach pains.

Haloacetic acids and trihalomethanes are organic chemicals that form when chlorine disinfectant reacts with natural organic matter in the water.

Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer. In animal studies, some total trihalomethanes have been associated with reproductive or developmental effects.

What happened? What is being done?

For more information, please contact Lucas A Dimauro at 802-238-1433 or 3397 Chilafoux, Brownington VT 05860

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

CERTIFICA	TION FORM – WSID VT0005189	
Method(s) of Distribution:(e.g. hand or directions.	Date rect delivery, posting ¹ , television, radio)	Distributed:
I(print name) Certify, a system indicated above, that the public notice has and format requirements and deadlines in the Ve		ance with the delivery, content,
Signature:	Date:	
Within 10 days of issuand Drinking Water and Groundwater Protection 1 - Community Water Systems may use posting as a se	v	ontpelier, VT 05620-3521

PUBLIC NOTICE IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

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The standard for TTHM is 80 UG/L. The running annual average from the last four quarters of results for TTHM is 82 UG/L.

What should I do?

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Haloacetic acids and trihalomethanes are organic chemicals that form when chlorine disinfectant reacts with natural organic matter in the water.

Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer. In animal studies, some total trihalomethanes have been associated with reproductive or developmental effects.

What happened? What is being done?

Due to recent historic rainfall amounts, organics content in our source water has increased dramatically. Sediment from floodwaters has decreased the settling capacity of our ponds.

The treatment process has been successfully maintaining primary water quality standards, however a plan to physically remove sediment buildup by dredging our source water ponds is being developed to meet current EPA requirements.

For more information, please contact Lucas A. DiMauro at 802-525-6549, <u>watermanager@bartonvt.com</u>, or 436 Willoughby Lake Road, Barton, VT 05822.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

Barton Village, Inc.

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

Memorandum

To: Barton Village Board of Trustees

From: Vera LaPorte

Date: November 25, 2024

Subject: Municipal Energy Resilience Program (MERP) Grant

Agenda: Agenda Item "N"

As the Board is aware, Barton Village has been granted \$303,012.45 with no match requirement from the VT Department of Buildings and General Services via the Municipal Energy Resilience Program (MERP).

The MERP provides staff support, application and technical assistance, and funding to increase energy resilience, reduce energy use and operating costs, and curb greenhouse gas emissions by promoting weatherization, thermal improvements, fuel switching, renewable energy, battery storage, electric vehicle charging, and enhanced comfort in municipal buildings.

The grant amount and list of approved projects were based on an assessment of the Barton Memorial Building performed by Nova Group in October 2023. The list of approved projects is as follows:

HVAC

- o Replace two current window AC units with mini-split heat pumps.
- Install smart thermostats.
- o Insulate exposed heating hot water with R-3 or greater.
- o Insulate exposed domestic hot lines with R-3 or greater.
- Replace the existing electric hot water heater with an electric heat pump hot water heater plus greater insulation.

Envelope

- Improve air sealing by reducing ACH (air changes per hour) rate by repairing the ventilation dampers.
- Replace existing lath and plaster walls with drywall and add R-21 fiberglass insulation.
- o Install spray foam insulation to the basement walls.

- Insulate attic.
- Replace 100% of single pane windows (will need to work with Historic Preservation).
- Resilience Combined solar and battery system estimated at \$96,006 (before FITC and including a new roof). The system includes a 10.73 kW rated solar panel system combined with a 42 kWh battery storage system.
- EV Charger Install a 240V standalone level 2 EV charger for \$10,000.

According to the MERP Frequently Asked Questions (attached), the solar/battery system and EV charger may only be installed if the weatherization and thermal efficiency recommendations are pursued first, and only if leftover funds remain to pursue these projects.

Administrative costs such as a project manager and/or clerk of the works to oversee construction are also eligible expenses under the grant funding.

Deadlines:

- 12/16/2024 Grant agreement due.
- 12/31/2024 Grants obligated.
- 12/31/2026 Grants expended.

Proposed Motion: None.



For Immediate Release

November 12, 2024

Contact

Cole Barney, Commissioner's Office Department of Buildings and General Services (802) 480-1243 | Cole.Barney@vermont.gov

Municipal Energy Resilience Program (MERP) Implementation Grants Now Awarded

Montpelier, Vt. — The Department of Buildings and General Services (BGS) is pleased to announce that the scoring and award determination period for the Municipal Energy Resilience Program (MERP) Implementation Grants has completed, and in total, 126 municipalities will be awarded funds totaling to \$35,906,142.

The grant process was very competitive, with the enabling legislation-established priorities having been considered in awarding the grants. The priorities included:

- A town's energy burden as defined in Efficiency Vermont's Energy Burden Reports;
- A town's administrative support to apply for grants;
- Geographic location;
- Community size; and
- Whether another division of the town has received a grant in the past.

Act 172 Section 4 (2)(c) of 2022 allocated \$36 million in grant funding to municipally owned buildings in cities, towns, incorporated villages, fire districts, and all other governmental incorporated units (except school districts) to increase energy resiliency, reduce energy use and operating costs, and curb greenhouse gas emissions.

"We are so excited to award more than \$35 million dollars to municipalities to address their energy resiliency needs," said BGS Commissioner Wanda Minoli. "With the help of our partners, our efforts will ensure municipal buildings become more energy efficient and reliable for Vermonters in the communities they serve."

Municipalities should direct questions about the grant and process to their regional planning commissions. Additional partners for the program include the Vermont League of Cities and Towns, Vermont Energy and Climate Action Network, and Efficiency Vermont.

###

STATE	OF VERMONT	GRANT AGR	EEMENT					Part 1	1-Grant	Awar	rd Detail
			SECTION I - G	ENER	AL GRANT INF	ORM	ATION				
1 Grant #	l:				2	Origi	nal		Amendn	nent #	
³ Grant T	itle:				•						
⁴ Amount Previously Awarded: ⁵ Amount Awarded Th				This Action: ⁶ Total Award Amount:							
⁷ Award	Start Date:		⁸ Award End Da	te:			⁹ Subre	cipient Award	: YES	S N	NO
¹⁰ Vendo	r #:	¹¹ Grantee Na	me:				•				
12 Grante	ee Address:										
13 City:					14 State:			¹⁵ Zip Code:			
16 State Granting Agency: 17 Business Unit:											
Performance Measures: YES NO 19 Match/In-Kind: Description:											
²⁰ If this	s action is an ameno Amount:	dment, the follow Funding Allo			rformance Period	l:	Sc	ope of Work:		Other:	
		SEC	TION II - SUB	RECIP	PIENT AWARD	INFO	RMATIC	N			
²¹ Grantee	e Identifier [UEI] #:			²² Ind	irect Rate:			²³ FFATA:	YES	NO	
	ee Fiscal Year End Mc	onth (MM format):		(4	% Approved rate or de m		0%)	²⁵ R&D :			
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FEDERAL FUNDS (includes subrecipient Global Commitment funds)				Required Federal Award Information							
31 CFDA#	³² Prog	ram Title	³³ Awar Previo		³⁴ Award This Action		umulative Award	e ³⁶ FAIN	, А	³⁷ Fed ward Date	³⁸ Total Federal Award
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State of Vermont Standard Grant Agreement

Agreement

Part 2 – Grant Agreement

And

Parties: This is a Grant Agreement between State of Vermont
 Department of Buildings and General Services (BGS), (hereinafter called "State")

Municipality of Barton Village

with principal place of business at **P.O. Box 519 Barton Village, Vermont 05822** (hereinafter called "Grantee").

It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

- 2. <u>Subject Matter</u>: The subject matter of this Grant Agreement is the Municipal Energy Resilience Program-Capacity Building Implementation-Grant authorized by 2022 Acts and Resolves No. 172 Sec. 3(c)(1)(B).
- 3. <u>Award Details</u>: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
- 4. <u>Amendment</u>: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
- 5. <u>Term and Effective Date</u>: This agreement shall become effective from the date of signing by both parties and remain in effect until all funds awarded to the Grantee have been spent and all of the Grantee's reporting requirements to the State have been satisfied, unless superseded by a future agreement which may better reflect the timeline of monitoring and reporting required by the State.
- 6. <u>Cancellation</u>: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 60 days in advance.
- 7. <u>Attachments</u>: This Grant consists of <u>12</u> pages including the following attachments that are incorporated herein:

Grant Agreement-Part 1 – Grant Award Detail

Grant Agreement Part 2 – Grant Agreement

Attachment A – Scope of Work To Be Performed

Attachment B – Payment Provisions

Attachment C – Customary State Grant Provisions

Attachment D – Other Provisions

- 8. <u>Order of Precedence</u>: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment C
 - 3) Attachment D
 - 4) Attachment A
 - 5) Attachment B





WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:
Date:
Signature:
Name:
Title:
Department of Buildings and General Services
By the Grantee:
Date:
Signature:
Name:



ATTACHMENT A: SCOPE OF WORK

Barton Village

The Barton Village Memorial Building upgrades include:

1. HVAC:

- a. Replace two current window units with mini-split heat pumps.
- b. Install smart thermostats.
- c. Insulate exposed heating hot water with R-3 or greater.
- d. Insulate exposed domestic hot lines with R-3 or greater.
- e. Replace the existing electric hot water heater with an electric heat pump hot water heater plus greater insulation.

2. Envelope:

- a. Improve air sealing by reducing ACH rate by repairing the ventilation dampers.
- b. Replace existing lath and plaster walls with drywall and add R-21 fiberglass insulation.
- c. Install spray foam insulation to the basement walls.
- d. Insulate attic.
- e. The MERP assessment recommended replacing 100% of single pane windows. We will need to work closely with Historic Preservation to ensure this is done correctly/appropriately.
- 3. Resilience: Vendor evaluated the site for a combined solar and battery system estimated at \$96,006 (before FITC and including a new roof). The system includes a 10.73 kW rated solar panel system combined with a 42 kWh battery storage system.
- 4. EV Charger: Install a 240V standalone level 2 EV charger for \$10,000.

Attachment B: Payment Provisions

In accordance with Act172 Sec. 3 (B)(1)(A) Buildings and General Services (BGS) shall administer

"(A) no more than \$500,000.00 to each covered municipality for approved projects for weatherization, thermal efficiency, to supplement or replace fossil fuel heating systems with more efficient renewable or electric heating systems, and any other expenditures necessary for the project to be eligible for funding under federal law and guidelines".

. Upon execution of this agreement the grantee will receive a Grant Number to utilize in all correspondence, invoicing and reporting with both BGS and FSD. Upon signature by the grantee and the State (BGS), the grantee shall receive a copy of the fully executed agreement. In order for funds to be issued the following documents are required:

- i. Payment Request Form
- ii. A Certificate of Insurance
- iii. A W-9 Form
- iv. An Affirmation of Use of Funds Form

The grantee will submit invoices and proof of payment (bank statement/receipts) to BGS for reimbursement. BGS will track the progress of the project(s) being completed to ensure grant compliance. BGS commits to disbursement of the first payment within 30 days of receiving invoices and proof of purchase from grantee.

The grantee commits to submitting a report detailing a narrative summary along with funds spent every quarter. If the community capacity building projects are ongoing, a report will be submitted for each quarter that funds are spent. BGS will require the grantee to provide invoices and proof of payment, and all documents regarding funds spent on this project(s).

If the grantee has claimed a financial hardship and is requesting payment in advance of initial funds the grantee must prove the financial hardship to BGS by submitting a narrative and all relevant documentation explaining why they are requesting funds in advance. If approved, BGS will provide the grantee with up to 20% of the total awarded amount. After the initial funds are distributed, BGS will track the progress of the work being performed. As the grantee draws down on the initial awarded funds, the following payments will consist of the remaining awarded grant amount distributed based on the amount invoiced for actual project costs incurred during the quarterly reporting periods until funds run out. BGS suggests that the funds for this grant be held in a separate account from other municipal funds to ensure these funds are used only for the Scope of Word outlined in Attachment A and to provide proof of spending required by any potential audit of the program.

BGS commits to having all grant payments out to towns by 12/31/2026. If the grantee has demonstrated completed work but has not yet completed the project(s) by 09/30/26 the grantee must prove they have vendors under contract to complete the work for this project(s) outlined in Attachment A, in order to receive the remaining awarded funding. If by 03/31/26 the grantee has not begun work on awarded projects, cannot demonstrate reasonable evidence of completion, and or does not have a vendor under contract to complete the work then BGS reserves the right to recapture the awarded funds.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- **1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- **2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally- funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- **3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- **4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- **5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- **6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- **7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations
Products and Completed Operations Personal Injury Liability
Contractual Liability

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

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury

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

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

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

- **9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- **10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- **11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- **12.** Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- 13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- **14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities

Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

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

16. Taxes Due to the State:

- **A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- **B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- **C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- **D**. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- **17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- **18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
 - A. is not under any obligation to pay child support; or
 - B. is under such an obligation and is in good standing with respect to that obligation; or
 - **C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the

identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

- **20.** No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- **21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- **22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

- **23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- **24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- **25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- **26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- **A.** Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- **B.** Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C.** Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- **28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- **29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- **30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- **31.** Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:
 - **A.** Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part

- 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- **B.** Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- **C.** Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

Attachment D: Other Provisions

- 1. **Use of Funds:** The Grantee shall use these funds solely for the purpose of this Grant Agreement.
- 2. **Liens:** Grantee will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors.
- **3. Historical Preservation:** If the grantee's building(s) is on the historical preservation register and needs approval for this project, the grantee has 6 months from the date of the execution of this agreement to get the project approved and all historical objections resolved. If unresolved after 6 months BGS reserves the right to suspend the agreement pending a review with the grantee and VDHP. BGS reserves the right to request information regarding the progress of the historical preservation aspect for this project.
- 4. **Duplication of Benefits:** The State (BGS) recognizes that there are other grant programs, federal tax credits, or funding mechanisms available to municipalities that cover costs for equipment and measures awarded under this program. Examples may include but are not limited to, the solar photo voltaic Federal Tax Credit (FTC), Department of Libraries Capital Projects Grant, Inflation Reduction Act, etc.
 - Because applicants may have received funding from these sources other than the Municipal Energy Resilience Implementation Grant, an applicant may experience what is called a "duplication of benefits."
 - For the Municipal Energy Resilience Implementation Grant program, grantees will be at risk of duplication of benefits if at the end of 2026, if the grantee has invoiced for costs already paid for through another funding mechanism. The State of Vermont, by federal rules, is required to monitor and rectify situations where grantees experience a duplication of benefits. If the grantee experiences a duplication of benefits, you may be required to pay back a portion or all the grant received. The Department may use information from future tax filings to determine whether a duplication of benefits occurred.
 - Municipalities seeking additional funding are strongly encouraged to consider if additional grant funding may put them at risk of having a duplication of benefits at the end of 2026.
- **5. Noncompetitive Bid:** BGS strongly encourages the grantee to use a competitive bid process. If the grantee does not use a competitive bidding process, the grantee will need to provide sole source contract documentation with justification to BGS.

Special Requirements

- 1. Americans with Disabilities Act (ADA) In accordance with Act 172, municipalities will be required to attest that the facility receiving an implementation grant is ADA compliant or that the municipality will use up to 20% of the grant amount received towards ADA improvements in the facility. A survey may be needed to determine if a building is ADA compliant. Site surveys can be completed using online resources or by a consultant. At their own expense, municipalities may hire their own consultants or utilize a consultant under retainer contract through the BGS Office of Purchasing and Contracting.
- 2. High Speed Internet- Act 172 requires that all municipalities that receive services or funding from the Program attest that the covered municipality has access to high-speed Internet as defined in the State's Telecommunication Plan set forth in 30 V.S.A. § 202c or that a plan is in place by the end of 2024 to ensure access to high-speed Internet. Note:

Membership in a state recognized Communications Union District (CUD) qualifies the municipality as having met this requirement.



MERP Frequently Asked Questions

1. What is energy resilience as it relates to Act 172?

The term "energy resilience" means the ability to avoid, prepare for, minimize, adapt to, and recover from anticipated and unanticipated energy disruptions in order to ensure energy availability and reliability sufficient to provide for mission assurance and readiness, including mission essential operations related to readiness, and to execute or rapidly reestablish mission essential requirements. Design principles include measures to reduce building demand such as weatherization, LED lighting, and optimizing building controls; increasing reliance on renewable energy sources; and adding back-up power supply for grid disruptions.

2. What types of entities are eligible for MERP?

As defined by Act 172, buildings owned by "covered municipalities" are eligible for program funding. "Covered municipalities" are defined as "a city, town, fire district, or incorporated village, ...except for school districts."

3. How much funding did MERP receive for "covered municipalities"?

MERP received \$45M through Act 172 to deliver grants, loans, and administrative and technical support services to covered municipalities. Of the \$45M, funds have been allocated as follows:

- \$2.4M to <u>Regional Planning Commissions</u> (RPCs) to provide application and technical assistance, along with program outreach and education, to covered municipalities.
- \$42.6M to the Department of Buildings and General Services to be used as follows:
 - o \$5M for hiring a contractor to conduct "Energy Resilience Assessments" (costs covered in full, no maximum amount),
 - o \$1M for cost associated with administering the program,
 - o \$36.6M for grants to covered municipalities. Specifically, this includes:
 - "Community Capacity Building Grants" (\$4,000 maximum per covered municipality) for community meetings, communication, and capacity building about municipal energy resilience.
 - "Implementation Grants" (\$500,000 maximum per covered municipality) for projects related to weatherization, thermal efficiency, to supplement or replace heating systems with more efficient renewable or electric versions, or any other measure recommended during the Energy Resilience Assessment in municipally owned buildings. *Note: only projects that were recommended to be undertaken during the building's energy resilience assessment will be funded by the Implementation Grant.*

4. How will a "covered municipality" access the free energy resilience assessments?

BGS is contracting with third party contractors, who will complete the assessments and issue a draft a report of their findings. Any "covered municipality" interested in receiving an assessment may submit an <u>application</u> (available soon) directly to BGS or work with their <u>RPC</u> if they need assistance identifying candidate building(s) and/or completing the application.

5. There are two types of energy resilience assessments offered through MERP- a walk-around, visual assessment (Level 1) and a more comprehensive investment grade audit (Level 2). What are the differences between the two and which is best for my "covered municipality"?

Both assessments will satisfy the requirements in Act 172 Sec. 2(d)., and identify improvements to increase comfort, lower operational costs, fuel switch to renewable energy, and reduce greenhouse gas emissions. These assessments also include additional analysis items like the feasibility of on-site renewable energy generation, battery storage, and electrical vehicle (EV) charging. A Level 1 assessment is more qualitative, will identify the rough potential for energy savings, and includes a list of recommended energy efficiency measures. Building documents like architectural drawings, utility data, lighting schedules are not required for this assessment.

An investment grade Level 2 audit is more comprehensive. Auditors spend more time onsite, review building performance and system data, conduct a blower door test, and perform a detailed building survey. The report will include site-specific recommendations for detailed implementation costs, expected savings, and payback period. This audit requires the additional building documents listed above from the building owner. Either assessment may be used to apply for an implementation grant up to \$500,000. The Level 2 Assessment would also make a "covered municipality" eligible for a loan from the BGS Municipal Energy Loan Program's revolving loan fund, also authorized by Act 172 (additional details to come). If you need assistance selecting the right assessment, please contact your local RPC.

6. Must a covered municipality receive an energy resilience assessment through MERP, or have already completed a similar assessment, as a prerequisite for applying for an Implementation Grant?

Yes. If a "covered municipality" is using a previous assessment, it must include all items listed in Act 172 Sec. 2(d), it must have been completed in the last 5 years, and there must not have been any repairs or renovations since the assessment was performed. In such cases, previous assessments will satisfy the prerequisite and the covered municipality may apply directly for an Implementation Grant. However, since the up to \$500,000 implementation grants focus on common elements of an energy audit, "covered municipalities" can apply for the implementation grants concurrently while the remaining items from the energy resilience assessment are collected.

Note: documentation of this previous assessment will need to be provided to BGS for review and verification. Previous assessments that cover only some of the items in Act 172 Sec. 2(d) will not qualify solely. The covered municipality will need to apply for a partial MERP energy resilience assessment.

7. What resources can help covered municipalities that lack staff capacity and expertise participate in MERP?

Act 172 includes funding for <u>RPC</u>s to offer technical and application assistance, and other added capacity for their member "covered municipalities" as requested.

"Covered municipalities" may also use the \$4,000 Community Capacity Building Grants (See FAQ 3) to actively participate in MERP and other municipal energy resilience initiatives by providing stipends, hiring consultants, contracting with technical assistance providers, establishing energy committees, or promoting municipal energy resilience with community meetings and communication. The application process for these grants is non-competitive and will be provided on a first come, first serve basis.

8. Does my town have to go through its RPC to access the MERP opportunities?

Member "covered municipalities" are highly encouraged to coordinate efforts with their respective RPCs. However, towns that do not need or want the technical support can apply directly to BGS. As

noted in FAQ #2, RPCs are receiving funding through this program to provide application and technical assistance, along with program outreach and education, to covered municipalities.

9. Over what period will the funding and technical support be available?

Energy resilience assessments must be completed by September 1, 2024. Implementation Grants and Community Capacity Building Grants must be obligated by December 31, 2024, and expended by December 31, 2026. Support from BGS will be available until December 31, 2026. However, "covered municipalities" may receive technical support from their RPC beyond December 31, 2026, if they have not yet completed their implementation project. Energy resilience projects that do not fit this timeline will be assessed on a case-by-case basis.

10. Will funding be awarded equitably to "covered municipalities", and, if so, how will small communities with limited capacity and resources be able to compete against larger ones with professional staff?

Act 172 Sec. 3.(c)(2)(B) establishes "an equitable system of distributing grants statewide on the basis of need according to a system of priorities, including the following ranked in priority order:

- i. a municipality with the highest energy burden community needs and lowest resources, as defined in https://www.efficiencyvermont.com/Media/Default/docs/white-papers/2019 Vermont Energy Burden Report.pdf;
- ii. a municipality that may not have administrative support to apply for grants;
- iii. geographic location;
- iv. community size; and
- v. whether another division of the municipality has already received a grant."

Thus, communities with limited capacity and resources will be prioritized for MERP over communities with robust professional staffing, all else being equal. The results from the energy resilience assessments, proposed energy efficiency measures, and potential energy savings will also impact your prioritization for award.

11. Is there a match requirement (local cost share) for MERP grants?

No, there is not local cost share or match requirements for the MERP grant opportunities. In addition, this program has been designated for "Revenue Loss Replacement" under ARPA State Fiscal Recovery Funds, which reduces federal reporting requirements and allows the grant funding to be treated as state dollars, which can then be used as match for other federal funding opportunities.

12. Could Community Capacity Building Grants be used to hire someone to search for other state and federal grants to leverage additional funding?

Yes, but consider asking your <u>RPC</u> or the Vermont League of Cities and Towns <u>Federal Funding</u> <u>Assistance Program</u> first. Both organizations have received funding to support covered municipalities in accessing the MERP and other federal funding grant opportunities.

13. Can MERP help finance the installation of solar panels or other types of renewable energy, or even Electrical Vehicle (EV) charging, at my municipal building?

If the MERP assessment made a recommendation for renewable energy, battery storage, or EV charging technology to be installed on-site, then the MERP Implementation Grant can be put towards such project costs **only if** the weatherization, thermal efficiency, and/or fuel switching recommendations are pursued first, **and** leftover funds remain in the municipality's award to pursue the additional energy resilience projects. **Note that an energy project cannot be funded by the MERP Implementation Grant if it was not recommended during the MERP assessment.**

14. Does MERP cover new construction?

In general, no. The MERP is only focused on existing building renovations. This is partly because Act 172 requires that a covered municipality only be eligible for an Implementation Grant "if an assessment of its buildings and facilities has been conducted pursuant to Sec. 2 of this act [Act 172]." An energy resilience assessment cannot be conducted on a building that does not exist. However, in instances where a "covered municipality" is replacing an existing municipally owned building because of a poor return on investment or the building is no longer viable, they will be considered for the up to \$500,000 implementation grant on a case-by-case basis to fund specific energy resilience measures in the new building.

NOTE: If renovated construction was a request being made within the implementation grant application, the budget for that renovation must have be included within the project budget, and justified within the application narrative as a byproduct of the energy-resilience need.

15. Can the up to \$500,000 implementation grants be used to pay for administrative costs?

Yes, administrative costs such as a project manager and/or clerk of the works to oversee construction are eligible expenses under the grant funding.

16. How are the Building Energy Resilience Assessments with MERP different from Efficiency Vermont's walkthroughs?

Efficiency Vermont walkthroughs do not qualify as assessments to receive an implementation grant. Walkthroughs are limited to identifying energy efficiency opportunities, while the energy resilience assessments consider additional items like on-site renewable energy usage and generation, battery storage, and EV charging. Recommendations from the energy resilience assessments are analyzed based upon a phased scope of work, a prioritized order of completion regarding the recommendations from the assessment, and their estimated costs- both for implementation and for the life of the equipment, including maintenance and consumption. Please review Act 172 Sec. 2(d) for more details.

17. What can we be doing right now to prepare for the grant opportunities in advance?

The first steps include building municipal capacity, which may include: leveraging the community capacity grants, identifying candidate buildings, and/or collecting some basic building information. "Covered municipalities" are encouraged to reach out to their <u>RPCs</u> for application and technical assistance, along with other program questions.

18. When will I be able to apply for the various grant opportunities?

Applications for the up to \$4,000 Community Capacity Building Grants and the building energy resilience assessments are expected to open by Town Meeting Day, Tuesday, March 7, 2023. Assessment applications will open summer 2023, and close Fall 2023. Applications for implementation grants became available Tuesday, August 27, 2024. This implementation application closed Friday, September 27, 2024. For additional information about upcoming grant opportunities, please join our mailing list available through the MERP homepage.

19. Who are the program partners?

Program partners including the Department of Buildings and General Services, the Regional Planning Commissions, the Vermont League of Cities and Towns, Efficiency Vermont, and the Vermont Energy and Climate Action Network.

20. If my covered municipality receives a MERP Implementation Grant, does my municipal building need to be compliant with the American Disabilities Act (ADA) by the time the project is completed?

In accordance with state and federal ADA requirements including Title II regulations 28 CFR Part 35.150, if a municipal building is not fully ADA compliant at the time the up to \$500,000 implementation grant is awarded, the municipality will be required to utilize up to 20% of the grant award towards ADA improvements.

Recipients of a MERP Implementation Grant will also have the option to self-certify that their building is fully ADA compliant prior to utilizing the grant. Neither BGS nor the Vermont Department of Public Safety- Fire Safety Division, which oversees ADA accessibility in Vermont buildings, will verify this self-certification.

21. How do I determine if my municipal building is ADA compliant?

A survey is typically performed to determine if your building is ADA compliant. Site surveys can be completed using online resources; however, hiring a consultant to perform the survey is highly recommended. Municipalities may hire their own consultants or utilize a consultant under retainer through the BGS Office of Purchasing and Contracting at the cost of the municipality. Note that the up to \$4,000 Community Capacity Building Grants may be used towards an ADA assessment.

NEW FAQ UPDATES 11/20/24

The Department of Buildings and General Services (BGS) intends to enter into grant agreements with Vermont municipalities to improve the thermal performance and/or energy efficiency of municipal buildings across the state. BGS must execute these agreements and obligate these funds in an expedited time frame and is requiring municipalities to sign the implementation agreements by December 16th in order to obligate them by December 31st. BGS does not have the time or capacity to amend all of the grant agreements it has offered. BGS recognizes the variability of the buildings, scopes and bidding processes involved and wants to retain flexibility of administration to implement as many improvements as possible. BGS also recognizes that many municipalities have questions regarding the agreements. BGS has created this Frequently Asked Questions page to provide Towns with the assurances they need to sign their grant agreements in their current condition in an expedited time frame. BGS shall use its answers to these "Frequently Asked Questions" as the guidelines by which it will interpret and administer the MERP grant agreements it issues. Municipalities can rely on the answers to these Frequently Asked Questions to make decisions implementing and administering their grant agreements.

22. What is the energy burden designation for villages/other municipalities not on the <u>EVT 2019</u> <u>Energy Burden Report?</u>

They fall under the same level of energy burden as the town that they are within.

23. Does an award letter suffice to obligate IG funds?

No. A grant agreement signed by the municipality and returned to BGS by December 16, 2024 is required for the funds to be obligated. Any funds awarded for which a grant agreement has not been received by December 16, 2024 will revert to the State of Vermont. A grantee-completed MERP Affirmation of Use of Funds Form (AUF) is also required along with a signed grant agreement by December 16, 2024.

24. What is the rationale behind the IG application period timeline?

MERP grant money must be obligated by December 31st, 2024. This is a definite deadline announced by the American Rescue Plan Act (ARPA), who appropriates and defines the entirety of MERP's funding and spending. Grant agreements signed by awarded municipalities, which are required for fund obligation, must be completed by December 16th, 2024 to allow a proper period for processing and approval before the ARPA obligation deadline.

- **25.** *If a building is perpetually leased, is a lease copy needed within the IG application?*A lease will be needed along with a signed Implementation Grant Agreement and MERP AUF Form.
- **26.** How do Build America, Buy America (BABA) and the Davis Bacon Act (DBA) apply to MERP? BABA and DBA do not apply to MERP Implementation Grants as these are state dollars.

*Once the Municipal Energy Revolving Fund (MERF) is activated next year then those loan funds through the IIJA will be subject to BABA and DBA provisions. If the loan is only used for equipment purchase and the state can demonstrate none of the loan funds went towards labor costs, then DBA requirements may not apply.

27. What will happen if a municipality's grant funding will not cover everything listed in their grant agreement's scope?

Grantees are only required to complete the scope of work to the extent that their funding under this agreement allows. The Grantee is required to utilize awarded funds in the energy conservation measure priority order that is referenced within <u>Act 172</u>.

28. What are the "eligible soft costs" within the MERP Implementation Grant?

Awardees may submit for reimbursement all reasonable and allowable soft costs deemed necessary to complete the project.

- 29. If grantees decide not to pursue the entirety or a partial sum of their implementation grant award, can those funds be redistributed to other municipalities that applied, but were not awarded?

 Awarded grantees have until December 16th to sign their agreements. If they choose to reject their award then those funds may be reallocated to another eligible applicant. After December 16th no funds will be awarded to applicants. However, BGS retains the ability to reallocate unspent awarded funds to another awarded project up to December 31st, 2026.
- 30. Since the grant is a lump sum, and specific amounts are not attached to each building (for towns that have multiple buildings) is it safe to assume that there is flexibility in the amount spent on each building and on the different scope categories (HVAC, envelope, etc.)?

Awardees have the ability to utilize funding as needed in order to complete the SOWs across buildings in the energy conservation measure priority order that is referenced within Act 172.

31. What is the process for a grantee proving financial hardship? What documentation must be submitted to BGS, and what percentage of the award will be given up-front based on certified financial hardship?

Proof of financial hardship can be submitted through any documentation and reasoning of hardship evidence, and it is up to the discretion of BGS to determine what is appropriate evidence to receive a percentage of grant funds up-front because of claimed financial hardship. For example, if a grantee provides evidence that a significant invoice for equipment equaling 30% of the award is coming and they do not have cash on hand to cover then BGS made decide to issue funds in that amount.

- 32. If bids come back higher than the award amount, will we need to execute contract amendments in order to cut things from the scope?
 - Grant Agreements may be amended after the December 16th deadline. See answer 27.
- 33. Where can the Authorization of Use of Funds (AUF) Forms and Implementation Grant Payment Request Forms requiring signature from implementation grantees be found?

 They can be found on the MERP Implementation Grant Webpage. The AUF Form must be submitted to BGS by an implementation grantee by December 16, 2024. The Implementation Grant Payment Request form is to be submitted to us once a grantee has expended funds and needs reimbursement, they would fill this out and send along with all invoices and proof of payment on those invoices.
- 34. What if our community would like to take a smaller award amount in order to make more funds available for other towns?

If an awardee would like to take a smaller award amount they will need to reach out to BGS **AS SOON AS POSSIBLE prior to December 16**th in order for BGS to generate a new award agreement and reallocate the remaining funds to the next eligible applicant.

Please reach out with questions or comments via email at bgs.merp@vermont.gov

Barton Village, Inc.

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

Memorandum

To: Barton Village Board of Trustees

From: Vera LaPorte

Date: November 25, 2024

Subject: Flood Update Agenda: Item "O"

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 <u>DisasterAssistance.gov</u>
 - o 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
 - o The application deadline is October 21, 2024 DEADLINE HAS PASSED
- 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 <u>SBA Disaster Recovery Center</u> in advance
 - Go online to <u>sba.gov/disaster</u>
 - Call the SBA's Customer Service Center at 800-659-2955 or email disastercustomerservice@sba.gov
 - The application deadline is October 21, 2024 DEADLINE EXTENDED TO NOVEMBER 25, 2024
- 09/27/2024 Received STANTEC/NVDA RIVER project recommendation to buyout/elevate homes on Glover Road and Elm Street. "Due to the steep

topography, and the use restrictions on the only open parcel where flood storage could occur, the best solution to mitigate flooding here is to buyout the parcels/homes that are experiencing flooding. Recommend structure elevation or mitigation reconstruction as an alternative." Subsequent meetings have determined that no projects in Barton Village will be recommended at this time.

- 10/03/2024 "Kickoff" call with VEM consultant for July 2024 storm (DR-4810).
- 10/09/2024 Exploratory call with VEM/FEMA PDMG to go over Disaster Inventory for DR-4810.
- 10/25/2024 Disaster Inventory submitted for DR-4810.
- 11/01/2024 Federal cost share for July 2023 storm (DR-4720) increased to 90%.
- 11/07/2024 Final project for DR-4720 Category Z (administrative costs) submitted.
- 11/18/2024 New State contact assigned for DR-4810. Currently working to rewrite the Disaster Inventory per new FEMA process/directives.
- 11/20/2024 Recovery Transition Meeting for DR-4720. FEMA will no longer be involved and the State will now be the point of contact.

Buyouts

No update.

DPW

- Ball Field
 - Does the Village still want to use the space as a ball field?
- High Street/St. Paul's Cemetery Access Road
 - Culvert/road is currently stable and will be addressed with FEMA Hazard Mitigation for DR-4810.
 - Guard rail will be installed on 11/27/2024.
- Pageant Park Road Culvert
 - Culvert has been replaced and road has been paved.

No other updates at this time.

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: November 25, 2024

Subject: Department Operations Updates

Agenda: Agenda Item "P"

Electric Department

- Tariff rider The Public Utility Commission (PUC) has opened an investigation despite the Department of Public Service's (DPS) advice to approve the tariff rider. The PUC particularly did not like that the rider was restricted to non-profit organizations and felt that it was discriminatory. Steve Farman (VPPSA) is currently working to refine the criteria. The deadline for responding to the PUC is December 11, 2024.
- With hunting season, impending holidays, injuries, and an influx of work orders and new service installations, the Orleans crew has fallen behind on make-ready work for NEK Broadband. In agreement with NEK Broadband, Grattan Line Construction Corp. has been hired by the Village to complete some of the make-ready work. While they are more expensive than the Orleans crew, this will be a pass-through expense ultimately paid for by NEK Broadband. Grattan Line Construction Corp. will begin work on December 1, 2024 (they have already begun storing trucks and equipment at the Village garage).

Wastewater Department

- Glover Agreement Sampling to determine the source of high-strength flow will begin December 4.
- The wastewater treatment facility continues to operate well and all reporting deadlines are being met.

Water Department

- See Water Department Update memo.
- The water treatment facility continues to operate (relatively) well and all reporting deadlines are being met.

Highway Department

- The failing culvert on Eastern Avenue has apparently been a known issue since 2021. Andy Sicard and Garrett Heath have shored up the area with riprap and ditching. This project may be eligible for grant funding through the <u>2026 Vermont</u> <u>Better Roads Program</u> (20% grant match if project is \$60,000 or less). Applications are due 12/27/2024.
- Salt/sand shed The Request for Proposal (RFP) is currently under review with the USDA.
- The replacement license plate for the 2012 International is in and the truck is currently at Pepin's Truck Repair for inspection and estimate for repairs if it does not pass.
- See Flood Update for additional information.

Village Department

- School crossing signs LED flashing signs with timers have been ordered.
- The ATV Ordinance amendment was published in the Chronicle on 10/23/2024 and posted at the Village office, C&C Supermarket, Post Office, Community National Bank, and the Barton Public Library. If no petition in opposition is presented by November 28, 2024, the ordinance will take effect December 13, 2024.
- See Flood update for additional information.

Proposed Motion: None.