

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

Monday, December 9, 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 November 25, 2024
- E. Minutes from the Special Board of Trustees Meeting December 4, 2024
- F. Bills and Warrants
- G. 2025 Employee Benefit Proposal (Non-IBEW)
- H. Municipal Energy Resilience Program (MERP) Grant

**DISCUSSION ITEMS:**

- I. Coe + Coe – Barton Motors Site
- J. Flood Update
- K. Department Operations Updates

**OTHER ITEMS:**

- L. Other Business

**EXECUTIVE SESSION ITEMS:**

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

- O. Adjourn

**Upcoming Meetings:**

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

**Regular Board Meeting: 01/13/2025**

**Barton Village, Inc.**  
**Regular Trustees Meeting**  
Monday, November 25, 2024  
6:00 PM  
Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Marilyn Prue (Trustee), Ellis Merchant (Trustee), Vera LaPorte (Business Manager), Lucas DiMauro (Chief Water Operator), David Billado, Stephen Hickey

**Agenda**

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

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 December 9, 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** – None.
- C. **Privilege of the Floor** – None.

**ACTION ITEMS:**

- D. **Minutes from the Regular Board of Trustees Meeting October 28, 2024** – Gina Lyon made a motion to approve the Minutes from the Regular Board of Trustees Meeting October 28, 2024 as presented. Ellis Merchant seconded. All approved and the motion carried.
- E. **Minutes from the Regular Board of Trustees Meeting November 11, 2024** – Gina Lyon made a motion to approve the Minutes from the Regular Board of Trustees Meeting November 11, 2024 as presented. Ellis Merchant seconded. All approved and the motion carried.
- F. **Minutes from the Board of Abatement Hearing November 11, 2024** – Gina Lyon made a motion to approve the Minutes from the Board of Abatement Hearing November 11, 2024 as presented. Ellis Merchant seconded. All approved and the motion carried.
- G. **Minutes from the Special Board of Trustees Meeting November 20, 2024** – Gina Lyon made a motion to approve the Minutes from the Special Board of Trustees Meeting November 20, 2024 as presented. Ellis Merchant seconded. All approved and the motion carried.
- H. **Bills and Warrants** – Gina Lyon made a motion to review and approve the Bills and Warrants as presented by the end of the meeting. Ellis Merchant seconded. All approved and the motion carried.

- I. **Financials for Period Ending 10/31/2024** – Vera LaPorte presented the Board with an alternative financial report on behalf of Amy Braun (Lead Finance – unable to attend the meeting). The report is generated straight from the Village’s accounting software (NEMRC) instead of being ported from NEMRC and arranged in an Excel spreadsheet, which is how Crystal Carrier (VPPSA) currently presents them to the Board. Marilyn Prue explained that the NEMRC reports are what she uses in Orleans Village and that she finds them to be more convenient for her use, but that she wasn’t sure that Barton Village’s NEMRC software was set up in a similar fashion. She stated that there was nothing wrong with either reporting approach and that it was a matter of preference, but that she liked the NEMRC reports because they were simpler and included past information. Gina Lyon stated that she sometimes found the Excel financial reports to be overwhelming and that she would like Marilyn Prue to work with Amy Braun to see if the Village’s NEMRC reporting function was set up properly.

Gina Lyon asked Marilyn Prue if anything in the financials stood out to her as concerning. Marilyn Prue stated that by this time of year, it is typical for department funds to be “hungry” as they have not yet been fed by taxes, and that the November financial reports would give them a more accurate picture since taxes would be accounted for. Gina Lyon noted that the Village had not needed to draw on a line of credit (tax anticipation note) and that they had survived the year.

Highlights:

- Village: \$223,512 cash balance
- Highway: **-\$106,529** cash balance (mainly due to flood recovery)
- Electric: \$256,742 cash balance
- Water: **-\$3,770** cash balance (mainly due to payroll – will be addressed for 2025 budget)
- Wastewater: \$69,969 cash balance

Gina Lyon made a motion to approve the Financials for Period Ending 10/31/2024 as presented. Ellis Merchant seconded. All approved and the motion carried.

- J. **2025 Employee Benefit Proposal (Non-IBEW)** – Amy Braun prepared a comparison between the insurance benefits offered by IBEW to IBEW employees versus what the Village offers to non-IBEW employees. The main differences are:

IBEW	Village
• Short/long-term disability	• Does not currently offer
• Life insurance	• Does not currently offer
• Vision covered 100%	• Vision covered 0%
• Fixed cost to employee regardless of number of family members	• Variable cost to employee per number of family members

The goal is to have the benefits packages between the two groups of employees as comparable as possible. Marilyn Prue stated that the IBEW package was difficult to quantify because of the additional benefits that the Village does not currently offer, but that the Blue Cross/Blue Shield “Gold” plan was the most similar in price and had comparable deductibles. She also explained the “opt-out” process for those employees who do not wish to participate in the Village’s

benefits plan. She suggested to proceed with the offered plans for now and make the final approval at the next regular meeting on 12/09/2024, and stated that she would like to see the costs reflected in the 2025 budget. Gina Lyon agreed and stated that she wanted to consider it more, as well as consult the personnel policy on the subject.

This item has been tabled until the next Regular Trustees Meeting on December 9, 2024.

Please visit <https://bartonvt.com/wp-content/uploads/2024/11/11.25.2024-Barton-Village-Agenda-for-Regular-Meeting-wBackup.pdf> for full details.

- K. **CNB Line-of Credit Loan Documents** – At the Regular Trustees Meeting on November 11, 2024 the Board approved short-term financing with Community National Bank for some immediate needs for the hydro facility upgrades, including a backup generator. Gina Lyon asked to confirm that this was because the Vermont Bond Bank did not fund until spring. Marilyn Prue explained that accepting the full amount of \$3,000,000 from Vermont Bond Bank in the spring meant immediately beginning to pay interest on that amount even though the bulk of the construction at the hydro facility would not occur until at least summer 2025, and that the line of credit from CNB would cost the Village less in the meantime. Gina Lyon then asked if the CNB loan could be repaid with the Vermont Bond Bank funds. Marilyn Prue confirmed that it would.

Gina Lyon made a motion to approve the Community National Bank short-term line of credit financing for the hydro facility upgrades as presented. Ellis Merchant seconded. All approved and the motion carried.

- L. **Lien Discharge** – A lien had been previously placed on 46 High Street in Barton for delinquent electric service. The balance has been paid and the owner has requested a lien discharge. Gina Lyon made a motion to approve the lien discharge for 46 High Street in Barton as presented. Ellis Merchant seconded. All approved and the motion carried.

#### **DISCUSSION ITEMS:**

- M. **Water Department Update** - 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.

Gina Lyon asked to clarify whose responsibility it would be to replace the unknown materials service lines as she believed that it would fall to the homeowner and not the Village. Lucas DiMauro stated that it ultimately was the homeowner's responsibility, but that the State's intention was to provide funding for the replacements, though the status of the funding was currently uncertain.

Gina Lyon stated that according to the letter the water was safe to drink, but that consumers could improve the quality by running the tap to flush their lines and use a water filter.

The Village has received a Notice of Alleged Violation (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. Lucas DiMauro explained that because the Village's source water is open surface (May Pond) it is impossible to completely eliminate all natural organics contained in the water, and that when these natural organics react with the chlorine necessary for treatment, they create TTHM. He further explained that it was not the first time that Barton Village had exceeded the TTHM limit, but that it was the first time that they had received a NOAV for it, and that many municipalities with surface water treatment facilities had recently been experiencing the same issue because of the historic amount of rainfall over the last few years.

Ellis Merchant asked who was responsible for developing a plan for resolving this issue. Lucas DiMauro explained that he would like to increase the settleability at the Village's two ponds, with the focus on the one located on Doyle Lane. He explained that he would like to use a long-arm excavator to dredge the built-up silt from the pond and said that he had already gotten permission from the State and US Army Corps of Engineers when initially considering this project earlier in the year. He would like to shut the plant down for a few days and truck water in to keep the reservoir filled until the results of the dredging clears out. Ellis Merchant asked whether they would need to have a wetlands study done first. Lucas DiMauro said that they would, and that he would contact the State, but that it was possible the Village might be exempt.

Gina Lyon asked if Lucas DiMauro was certain that this issue was the result of the flooding over the past few years, and he stated that he was. Gina Lyon asked whether this project could be covered by FEMA and whether it was too late to add this project to the Disaster Inventory. Vera LaPorte said that it was not too late and she would see what FEMA had to say.

Next steps according to the NOAV are as follows:

- Before December 8, 2024 complete and issue the provided public notice.
- 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 to necessary to return to compliance.
- On or before April 1, 2025, submit a Disinfection Byproduct (DBP) reduction plan and schedule under which the water system will return to compliance.

Lucas DiMauro then explained that he had been spending time repairing/maintaining some older equipment at the water plant and that his variable frequency drives (VFDs) "tripped" for a reason he has yet to discover. He believes that it could be related to the plant's three-phase electric service that needs upgrading. Lucas DiMauro stated that despite all this, the water plant is in good condition but needs a little work.

- N. **Municipal Energy Resilience Program (MERP) Grant** – 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 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

- Replace two current window AC units with mini-split heat pumps.
- Install smart thermostats.
- Insulate exposed heating hot water with R-3 or greater.
- 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.
- 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.

Gina Lyon voiced concerns about whether the Village could afford to front the cost of the suggested projects and wait for reimbursement from the grant in December 2026. Vera LaPorte clarified that the full amount of the grant would be disbursed by December 2026, and that the State had committed to reimbursing invoice submittals within 30 days.

Gina Lyon asked whether if the solar panels and EV charger were a condition of the grant. Vera LaPorte explained that the HVAC and Envelope projects were first priority and that the solar panels and EV chargers could be installed if and only if there was enough grant money left over. Marilyn Prue asked if they were optional, and Vera LaPorte confirmed that they were.

Ellis Merchant asked if they were obligated to use the entire grant. Vera LaPorte confirmed that they were not, and any unused grant funds would be returned to the State for use by other municipalities.

Marilyn Prue stated that she believed it would be very easy to prove financial hardship to take advantage of the 20% advance clause in the grant agreement to begin the recommended projects.

After further discussion, the Board decided to revisit the topic at the next Regular Trustees Meeting on December 9, 2024 after thoroughly examining the agreement.

- O. **Flood Update** – Please visit <https://bartonvt.com/wp-content/uploads/2024/11/11.25.2024-Barton-Village-Agenda-for-Regular-Meeting-wBackup.pdf> for full details.

Highlights:

- 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.
- High Street guard rail will be installed on 11/27/2024.
- Pageant Park culvert was replaced on 11/18/2024.

- P. **Department Operations Updates** – Please visit <https://bartonvt.com/wp-content/uploads/2024/11/11.25.2024-Barton-Village-Agenda-for-Regular-Meeting-wBackup.pdf> for full details.

Highlights:

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.

Water Department

- See Water Department Update memo.

Highway Department

- 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. The truck passed inspection on 11/25/2024.

Village Department

- School crossing signs – LED flashing signs with timers have been ordered.

**OTHER ITEMS:**

- Q. **Other Business** – Gina Lyon asked to revisit DPW Foreman Andy Sicard’s request to use one of the Village trucks for transportation between his home and the Village garage. She stated that she is not comfortable with him using the truck, especially when he receives a winter stipend, and would like to deny his request. Marilyn Prue and Ellis Merchant agreed. Gina Lyon made a motion to deny Andy Sicard’s request to use a Village truck for transportation between his home and the Village garage. Marilyn Prue seconded. All approved and the motion carried.

Vera LaPorte informed the Board that Coe + Coe has requested to appear on the agenda for the Regular Trustees Meeting on December 9, 2024.

**EXECUTIVE SESSION ITEMS:**

- R. **Executive Session - Legal Action: 1 V.S.A. § 313 (a)(1)(E)** – None.
- S. **Executive Session - Personnel: 1 V.S.A. § 313 (a)(3)** – Gina Lyon made a motion to enter Executive Session for the purpose of discussing Personnel: 1 V.S.A. § 313(a)(3). Ellis Merchant seconded. All approved and the motion carried.

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

- T. **Adjourn** – Gina Lyon made a motion to adjourn. Marilyn Prue seconded. All approved and the motion carried. The meeting adjourned at 10:05pm.

**Upcoming Meetings:**

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

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

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**Regina Lyon, Board of Trustees Chair**



**Barton Village, Inc.**  
**Special Trustees Meeting**  
Wednesday, December 4, 2024  
4:15pm  
Barton Village Memorial Hall

Attendance: Gina Lyon (Chair), Marilyn Prue (Trustee), Vera LaPorte (Business Manager),  
Amy Braun (Lead Finance/HR), Crystal Carrier (VPPSA)

**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 December 9, 2024 at <https://bartonvt.com/agenda-minutes/>

- A. **Call to Order** – Gina Lyon called the meeting to order at 4:19pm.
- 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 for 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 5:13pm. Marilyn Prue seconded. All approved and the motion carried.

**Upcoming Meetings:**

**Regular Board Meeting: December 9, 2024**

**Regular Board Meeting: December 23, 2024**

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**Regina Lyon, Board of Trustees Chair**

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Amy Braun  
Date: December 9, 2024  
Subject: To Choose a Health Plan for Non IBEW Employees  
Agenda: Agenda Item "G"

- To decide on a Blue Cross Blue Shield Health Plan for the two employees that are interested in the plan for sign up on 12/15/2024 for January 1<sup>st</sup>, 2025, coverage. Chart Attached

Blue Cross Blue Shield Gold Plan will cost BVI the following:

11,609.44 single person

23218.87 two-person plan

Total BVI Annual Cost 34,828.31

Delta Dental Plan will cost BVI the following:

727.16 two-person plan

Total BVI Annual Cost \$727.18

**Grand Total Cost to BVI \$35555.47**

Increase to Budget (2024=0) \$35555.47

- To decide on providing an opt-out option to Non IBEW Employees for Insurance

Employee/Spouse 25% of Plan Premium

Grant Total Cost to BVI **\$8024.10**

- If both selected the total Cost to BVI **\$43579.57**

**Proposed Motion:** To vote on a preferred Blue Cross Blue Shield Plan, Delta Dental Plan in place no changes. To Vote on an opt-out option.

Proposed Insurance Benefit Package						IBEW Employee Benefits Package						
			per month	per month	Annual	2025 BVI					2025 BVI	
	Member Coverage	Monthly Premium	85% Employer	15% Employee	Employer Cost	ANNUAL	BCBS (CBA Blue)	Monthly Premium	85% Employer	15% Employee	Annual	ANNUAL
<b>Blue Cross Blue Shield</b>	<b>Platinum Plan</b>	Employee	\$ 1,337.35	\$ 1,136.75	\$ 200.60	\$ 13,640.97	<b>CDHP Plan</b>				Employer Cost	
	\$450/\$900 deductible	Employee/Spouse	\$ 2,674.70	\$ 2,273.50	\$ 401.21	\$ 27,281.94	<b>\$1500/\$3000</b>	\$ 2,242.89	\$ 1,906.46	\$ 336.43	\$ 22,877.48	22877.48 Amy
	\$15 PCP/\$40 Specialist	Employee/Child(ren)	\$ 2,581.09	\$ 2,193.93	\$ 387.16	\$ 26,327.12	<b>One rate regardless of # of people</b>					22877.48 Nate
	RX \$10/\$50/50%	Family	\$ 3,757.95	\$ 3,194.26	\$ 563.69	\$ 38,331.09	<b>CBA BLUE Dental</b>	\$ -				
	<b>Stacked Deductible</b>						<b>CBS Blue Vision or VSP</b>	\$ -				
	<b>Gold Plan</b>						<b>Short Term Disability</b>	\$ -				
	\$1400/\$2800 deductible	Employee	\$ 1,138.18	\$ 967.45	\$ 170.73	\$ 11,609.44	\$ 11,609.44	<b>Long Term Disability</b>	\$ -			
	\$20 PCP/\$55 Specialist	Employee/Spouse	\$ 2,276.36	\$ 1,934.91	\$ 341.45	\$ 23,218.87	\$ 23,218.87	<b>Life Insurance of \$50,000</b>	\$ -			
	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						
	<b>Stacked deductible</b>											
	<b>Silver Reflective</b>											
	\$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					Total	45754.96
	<b>Delta Dental Plan 2</b>			<b>100%/85%</b>	<b>0%/15%</b>							
	<b>No Change to plan selection</b>	1 Person	\$ 37.87	\$ 37.87	\$ -	\$ 454.44						
		2 Person	\$ 71.29	\$ 60.60	\$ 10.69	\$ 727.16	\$ 727.16					
		3+ People	\$ 126.02	\$ 107.12	\$ 18.90	\$ 1,285.40		<b>Opt Out Option if Board Adopted</b>	\$ 560.72			\$ 6,728.64
	<b>Vision Insurance</b>			<b>0%</b>	<b>100%</b>			<b>Opt Out is 25% of plan premium</b>				
	<b>No Change to plan selection</b>	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						
							\$ 35,555.47					
	<b>Opt Out Option if Board Adopted</b>	Employee										
	<b>(Policies will need to be updated accordingly)</b>	Employee/Spouse				\$ 8,024.10	\$ 8,024.10					
	<b>Opt Out is 25% of plan premium</b>											
							\$ 43,579.57					52483.6

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

## **Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: December 9, 2024  
Subject: Municipal Energy Resilience Program (MERP) Grant  
Agenda: Agenda Item "H"

At the last Regular Board of Trustees Meeting on 11/25/2024 the Board discussed the Municipal Energy Resilience Program (MERP) grant. A few questions emerged and have been answered by Carter Finegan with the Northeastern Vermont Development Association (NVDA):

1. In Attachment B: Payment Provisions it states that Buildings and General Services (BGS) is committed to disbursement of the first payment within 30 days of receiving invoices. Is this only for the first payment, or will all payments have a 30-day turnaround?

*Yes, payments will fall in the 30-day turnaround period. When I raised this question with BGS's invoice and payment manager, Meg Fuller, she relayed that you can submit invoices as they arise throughout the project, and funds are electronically wired within 7 business days.*

2. It also states in Attachment B that BGS can front up to 20% of the grant due to hardship, but Item #31 on the final page of the Frequently Asked Questions (FAQ) states 30%. Which amount is correct?

*After BGS spoke with the Agency of Administration, they revised the payout amount and now it is up to 30% (with "financial hardship" status). BGS stated a municipality should supply an invoice or budget estimate to support the request, but they emphasize flexibility to see these projects completed.*

3. Speaking of the FAQ item #15 mentions that the grant can be used to pay for administrative costs, like a project manager or clerk of the works, but item #7 mentions a separate grant for the hiring of a contractor. How are these different?

*The grant referenced in item #7 is a smaller grant (dubbed the MERP Mini-Grant) BGS offered previously. Again, BGS attempts to be flexible and allow municipalities to reallocate funds to see these projects to completion. You are able to use up to 20% of the Implementation Grant towards project support and oversight. See below for FAQ language:*

*#28. What are the “soft costs” within the MERP Implementation Grant? Awardees may submit for reimbursement all reasonable and allowable soft costs deemed necessary to complete the project.*

4. Lastly, I understand that if BGS recommended solar or EV chargers that they could only be done if everything else is done first and there is money left over. If everything else is done first and there is money left over, are we obligated to install these items?

*No, you are not obligated to install “resilient measure” equipment. Since those items are in the scope of work, the Board could modify the project to fit their/historic preservation standards (for example ground-mount solar panels vs the described roof install) and inform BGS of these proposed changes.*

As a reminder, the MERP grant amount is \$303,012.45 and based on recommendations made by Nova Group following a site inspection in October 2023. Nova Group has recommended the following improvements be made to the Barton Memorial Building for greater energy efficiency and resiliency:

- HVAC
  - Replace two current window AC units with mini-split heat pumps.
  - Install smart thermostats.
  - Insulate exposed heating hot water with R-3 or greater.
  - 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.
  - 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.

Deadlines:

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

**Proposed Motion:** Motion to approve and accept the Municipal Energy Resilience Program (MERP) Grant in the amount of \$303,012.45 as presented.



**State of Vermont  
Standard Grant Agreement**

**Agreement #**

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement between State of Vermont Department of Buildings and General Services (BGS), (hereinafter called “State”) And 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. Subject Matter: 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. Award Details: 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. Amendment: 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. Term and Effective Date: 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. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 60 days in advance.
7. Attachments: This Grant consists of 12 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. Order of Precedence: 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: \_\_\_\_\_

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



## 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 Act 172 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 Work 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.**

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

**Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: December 9, 2024, 2024  
Subject: Coe + Coe – Barton Motors Site  
Agenda: Agenda Item “I”

James Coe and Nella Cargioli Coe of Coe + Coe Architecture will update the Board on the Barton Motors site project.

**Proposed Motion:** None.

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

## **Memorandum**

To: Barton Village Board of Trustees  
From: Vera LaPorte  
Date: December 9, 2024  
Subject: Flood Update  
Agenda: Item "J"

### Timeline of Events

- 07/10/2024 – Hurricane Beryl flood event.
- 08/02/2024 – Governor Scott requested assistance.
- 08/15/2024 – Shortfall in FEMA Public Assistance announced and Immediate Needs Funding (INF) implemented.
- 08/20/2024 – FEMA DR-4810 declared.
- 08/23/2024 – Assistance applicant briefing with Vermont Emergency Management (VEM).
- 08/27/2024 – NVDA and STANTEC inspection.
- 09/04/2024 – FEMA/VEM Environmental Planning and Historic Compliance During Disaster Recovery “green sheet” received.
- 09/20/2024 – News Release with important information on how to apply for FEMA assistance for DR-4810:
  - Go online to [DisasterAssistance.gov](https://DisasterAssistance.gov)
  - Call the FEMA Helpline at 800-621-3362
  - Download [FEMA’s Mobile App](#)
  - Visit a Disaster Recovery Center. For location and hours, visit [fema.gov/drc](https://fema.gov/drc)
  - The application deadline is October 21, 2024 – **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](https://sba.gov/disaster)
  - Call the SBA’s Customer Service Center at 800-659-2955 or email [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov)
  - The application deadline is October 21, 2024 – **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
  - Looking into possible ball field deed restrictions.
- 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 was installed on 11/27/2024.

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: December 9, 2024  
Subject: Department Operations Updates  
Agenda: Agenda Item “K”

Electric Department

- Tariff rider – Revised language under review with Eli Emerson at Primmer & Piper. Response due 12/11/2024.
- Grattan Line Construction Corp. began working on NEK Broadband make-ready work on 12/02/2024.
- Disconnection rules – New language has been added to the disconnection notice per PUC rules 3.300 and 3.400 and submitted for PUC approval: “Please note that per Public Utility Commission Disconnect Rule 3.303 (K), if you are not the property owner, and your property owner’s contact information is on file with us, your property address, time, and date of disconnected utility services may be reported to your property owner” and, in anticipation of AMI: “Utility services may be disconnected remotely, or at the pole or premises without a visit to the premises.” DPS has until 12/18/2024 to review and file comments.

Wastewater Department

- Glover Agreement – Sampling began on 12/04/2024 and will continue monthly for the foreseeable future.
- The wastewater treatment facility continues to operate well and all reporting deadlines are being met.

Water Department

- NOAV dated 11/08/2024 – Letters sent to water customers on 12/05/2024 and certified with the State on 12/06/2024.
- Chief Operator Lucas DiMauro has sampled the well and sent it off for testing. Due to the more complex nature of the test we may not have results until January 2025. In addition to testing the well water, he has spoken to Paula Jackson of VT Rural Water and she noted that many surface water treatment plants often blend their main source water with well water to dilute pollutants/organics. If the well



water tests low enough for radionuclides it may be possible to blend it with the water from May Pond, thus bringing both radionuclide and trihalomethane levels well into safe limits and eliminate the need to dredge the pond on Doyle Lane.

- 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 [2026 Vermont Better Roads Program](#) (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 2012 International is having trouble with the drive shaft. DOW Utility Worker Garrett Heath will attempt to make the repair while DPW Foreman Andrew Sicard is on vacation 12/09/2024-12/13/2024. If the repair cannot be made in-house it will be taken to Pepin’s Truck Repair.
- 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.

**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?**

**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, [watermanager@bartonvt.com](mailto:watermanager@bartonvt.com), 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.*

CERTIFICATION FORM – WSID VT0005189

Method(s) of Distribution: Direct Delivery Date Distributed: 12.5.2024  
(e.g. hand or direct delivery, posting<sup>1</sup>, television, radio)

I Lucas D. Mauro (print name) Certify, as the Responsible Person (or authorized representative) of the water system indicated above, that the public notice has been provided to customers in accordance with the delivery, content, and format requirements and deadlines in the Vermont Water Supply Rule (Chapter 21, Subchapter 21-10).

Signature: Lucas D. Mauro Date: 12.6.2024

*Within 10 days of issuance of public notice, send a copy of the notice to:  
Drinking Water and Groundwater Protection Division, 1 National Life Dr – Davis 4, Montpelier, VT 05620-3521*

1 - Community Water Systems may use posting as a second method, but must also use radio, television, or hand or direct delivery.

