

VILLAGE TRUSTEES MEETING NOTICE & AGENDA
Agenda

Date: Monday, May 8, 2023
Time 6:00 p.m.

Johnson Municipal Building upstairs located at 293 Lower Main West, Johnson VT

Masks are voluntary if attending the meeting in person. Please respect the personal choice of your neighbors.

If you want to participate in the meeting, please attend the meeting at Johnson Municipal Building. Village of Johnson is not responsible for technical difficulties with zoom.

Electronic Meeting via Zoom and Phone Call-In

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Agenda: Please note times are approximate.

6:00 p.m. Call to order

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

6:03 p.m. Review and Approve Minutes of Trustee Meetings

Trustee Meeting April 10, 2023.

6:05 p.m. Treasurer's Report: Review and approve bills and warrants. Budget Status Report and any Action Items. Signatures needed.

6:10 p.m. Village Manager's Report and any action items

6:20 p.m. Water/Wastewater Report and action items

6:25 p.m. Electric/General Report and any action items

6:30 p.m. Fire Department Report and any action items

6:35 p.m. Members of the Public

6:40 p.m. Any other discussion or action items

1. (D/A) Kyle Nuse from the Beautification Committee to address the board about a flower planting project coordinated with the Laraway School, request of funds to buy supplies. (10 Min)
2. (D/A) Appoint Diane Lehouiller as Village project manager for the Powerhouse grant project. (5 min)
3. (D/A) Discuss VTRANS Bike & Ped scoping grant to study the prospect of a sidewalk extension to Wescom Road. Authorize the Chair to sign Letter of Support.
4. (D/A) Review VPPSA AMI Grant and AMI contract with Johnson Village, approve & authorize the Chair to sign the AMI contract. (10 min)
5. (D/A) Review and possibly adjust Trustees rates of compensation. (5 min)
6. (D/A) Discuss/act on updated draft Village Green Food Truck permit application and fees. (10 min)
7. (D/A) Review & approve updated Village Accounts Receivable Clerk job description (10 Min)
8. (D/A) Discuss and possibly approve the appointment of the Village Manager as the Johnson Emergency Management Coordinator 1. (15 min)
9. **Executive Session as permitted by 1 V.S.A. § 313(a)(1)** To discuss correspondence from our Attorney.

Other Business

Adjourn

JOHNSON VILLAGE TRUSTEE BOARD MEETING MINUTES
JOHNSON MUNICIPAL BUILDING
MONDAY, APRIL 10, 2023

Present:

Trustees: GiGi Beach, Steve Hatfield, Lynda Hill (remote), BJ Putvain, Ken Tourangeau

Others: Erik Bailey, Rosemary Audibert, Dan Copp, Rob Moore, Victoria Hellwig, Diane Lehouiller

Note: All votes taken are unanimous unless otherwise noted.

1. Call to Order

Steve called the meeting to order at 6:00.

2. Review of Agenda and Any Adjustments, Changes, Additions

Steve said the board got an invitation to a president's forum next Monday. With the blessing of the rest of the board he is willing to attend. The board agreed to that.

3. Administer Oath to Newly Elected Trustees

Rosemary administered the oath of office to GiGi, BJ and Ken.

4. Election of Chair & Vice Chair

Steve called for nominations for chair. BJ nominated Ken for chair and GiGi seconded. **Ken Tourangeau was elected chair.**

Steve thanked the board and Diane, Erik and Rosemary for helping him a lot this past year. The other board members thanked Steve for serving as chair.

Ken took over as chair. He called for nominations for vice chair. Lynda nominated BJ and GiGi seconded. **BJ Putvain was elected vice chair.**

GiGi said this past weekend at a family celebration there was a medical emergency and BJ supported the person having the emergency until the EMTs and ambulance arrived.

5. Appointment of Water & Light Commissioner

BJ moved to appoint Erik Bailey as water and light commissioner, Steve seconded and the motion was passed.

6. Review and Approve Minutes of Trustee Meetings

Lynda moved to approve the minutes of March 13 and April 4, 2023 and the motion was seconded and passed.

7. Treasurer's Report / Review and Approve Bills and Warrants / Budget Status / Action Items

Rosemary said Waterville and Belvidere have paid their first fire service installments. We got the deposit back from Lion. Electric department sales for the first 3 months of the year were 28% of budget. Power purchases for the first month were 13.39% of budget. Water sales were 26.87% of budget.

Rosemary said she has an audit request form from RHR Smith & Company. Their price is \$11,000 for the first two years and \$12,000 for the third year. That is about \$1,000 a year more than we paid before for the village audit.

Steve asked if we have to get another bid. Rosemary said she would just go with this one. A lot of firms are not doing audits now. Erik said we have a purchasing policy that does ask that we get two

prices in most cases. He is not sure if that applies in this situation. Ken said he is in favor of going with Rosemary's recommendation.

BJ moved and Steve seconded to accept our RHR Smith & Company's proposal for conducting audits for 2020 (\$11,000), 2021 (\$11,000) and 2022 (\$12,000.)

Steve asked if we have money in the budget for this. Rosemary said we have to do it.

Lynda asked if there is a deadline the auditors have to have it done by. Rosemary said we can give them one. She is sure they will do all three years at once. She hasn't discussed the timeline with them. How long it takes depends on how busy the firm is.

GiGi asked, we couldn't find anyone in Burlington or Montpelier? Ken said a lot of companies don't like to work with municipalities. Rosemary said this company is doing several audits in Vermont.

BJ and Steve agreed to a friendly amendment adding that Rosemary will ask the auditors to get the audits done as soon as possible. The motion was passed.

8. *Update on W&L Garage Project and Request of ARPA Funds for It*

Erik reminded the board that we had asked Rob Moore and Tori Hellwig to come back to discuss this further after the new board had been elected. They are looking to secure sufficient money now to handle the engineering and architecture work and other preliminary costs and suggesting that the board earmark the rest of the ARPA funds for the project.

BJ asked if we got a general idea of the cost. Erik said that got pushed back because of the effort he and LCPC were putting into the congressional spending grant applications. Rob said he thinks the original estimate based on the previous engineer's work is a pretty solid foundation. It makes sense to increase it a little because of inflation. He is hoping the engineering and architecture work can be done for roughly \$80,000. An additional \$20,000 could be needed for permitting and regulatory compliance work. Once that work is done we will have a much better idea how much the building will cost. His original ballpark request with a safety margin was \$125,000. The idea was that the board would set aside a "not to exceed" amount so he would not have to come to the board for every expense. The board could decide to use ARPA funds to get the ball rolling on the project and then the trustees could later consider what the rest of the ARPA money should be spent on.

Rob suggested the board could authorize an expenditure not exceeding \$100,000 now and if expenses were going to exceed that the board would have to give permission. Erik said he thinks it is prudent to go with the amount of \$125,000. There are other things that could come up in the earlier stages. There could be a need for an environmental assessment.

BJ moved and Steve seconded to earmark \$125,000 in ARPA funds for initial work on the town garage project, to be spent at Erik Bailey's and Rob Moore's discretion.

Lynda asked, if the \$125K isn't enough to finish what they are setting out to do and they need more money and we don't have the money to move forward, what happens? Ken said we would have to get a loan. We have already discussed taking out a bond for the garage project.

Steve said he is comfortable with this. We have been saying this is our priority for over a year now. Even though there are a lot of other things that are worthy, he thinks most of us would agree this is our utmost priority. GiGi said her opinion is that every penny of the ARPA funds should go to the village garage project. (*Diane Lehouiller arrived at 6:23.*) Lynda said she thinks that is premature.

BJ said he would like to amend his motion to add that the remainder of the ARPA funds should be held for the village garage project. Lynda asked, including any interest? BJ said yes. Steve said he would not agree to that amendment. He doesn't want to commit all the funds at this point.

The motion was passed.

Rob said he has been working on finding grants. Potential funding sources he has identified are congressional directed spending, a USDA grant that funds municipal buildings, a Buildings and General Services grant that focuses on energy efficiency, Brownfields money that LCPC has access to (if that has to become an issue), and local ARPA funds.

LCPC will establish a project management relationship with the village through a contract for services. He will work with Erik to draft an agreement for consideration. He imagines that cost would come out of the \$125,000. LCPC would oversee design, engineering and permitting. They will put out a request for qualifications and select an engineering and architectural firm.

BJ asked about the timeline. Rob said he could get the request for qualifications out within two or three weeks. It would be about 30 to 45 days before we would be ready to choose a firm, negotiate on cost and hire. The work could take a few months or 12 months, depending on the firm's workload.

Steve asked if it would make sense to solicit proposals from Engineering Ventures. Rob said we can solicit proposals from them. We will advertise publicly and also send the RFQ to targeted firms.

BJ asked if the potential grants are matching grants. Erik and Rob said it depends on the grant. There is no match for the BGS Grant. Erik said if we set aside the ARPA funds, get the congressional directed spending and the BGS Grant and the project doesn't go way over the estimated cost, we will have some ARPA funds left at the end to use for other projects.

9. *Option of Using ARPA Funds for Operations Expenses*

GiGi said she understands that we could use ARPA funds for other expenses and then take the money we didn't spend and reserve it. Erik said the Deputy Secretary of Administration brought forth this idea. The state and the federal government want us to get the ARPA money off the books and they suggest using it for operations expenses and putting the saved money in an interest-bearing account to use for whatever we want to use it for. That takes the strings off the money. It then becomes our money to use as we wish. And we can make money on it while we are waiting to use it. He is asking the board to let him and Rosemary manage that. Lynda said she thinks that is the way to do it.

Diane asked about the match for the congressional money. Erik said that will cover 75% of the cost. Rob said if it is a million dollar project they will pay \$750,000. The USDA grant also has a 25% match. The BGS grant has no match and will provide a maximum of \$500,000.

Diane said she hopes some ARPA money can be saved for a grant writer and for matching funds for grants other than those for the village garage. Ken asked if there's an amount she suggests saving out. Diane said there are other things that need to be done in the village. She and GiGi applied for a fellowship for the Walking College, which is about sidewalks. She thinks we need to try to get grants for that kind of thing. She would like to set aside \$125,000 for other grants and grant writing.

Lynda said she thinks having some money set aside for matching funds is important. BJ agreed. He said we should put the money in an interest bearing account and then when the building is done if we have money left over we can do things with it once we know we will not need it for the garage.

Ken said he somewhat agrees with Diane, though not about the amount. We ought to have a rainy day fund for grants and smaller projects. He suggests saving about \$25,000 for that. BJ said the money will still be there for an emergency anyway. He would rather plan to use it on the village garage project and if something else comes up then we can decide to use it for something else.

BJ moved to have earmarked all the village's ARPA funds for the village garage project. He said that is not saying that if something comes up that we need money for we cannot use the ARPA funds, but he feels we should plan to use whatever is needed for the garage and if after that project is done there are funds left then we can discuss where to spend them. **GiGi seconded.**

Lynda said she would be concerned about not having ARPA money earmarked for matching funds and other projects. Ken said we have full discretion on how to spend the ARPA funds. If we need \$5,000 for a project at the covered bridge we can spend some on that. BJ said he thinks if we have \$25,000 allocated for other projects we will want to spend it before we know whether it is needed for the village garage.

The motion was passed with Steve opposed.

10. Water/Wastewater Report and Action Items

Dan gave his report:

Operational Status of Wastewater Plant and Callouts

E-DMR and Wr-43 were submitted to the state

Had a callout for low influent wet well. We skimmed grease and floating solids out and cleaned the transducer and have not any issues since then.

Received the repaired belt for the press back from the manufacturer at no cost due to the defect in their manufacturing process.

Received and installed a free larger monitor for our SCADA system.

Added air to the process water pressure tank that was low on pressure.

Cleaned and painted containment trip hazards in the chemical feed room

Pressure washed the belts on the press

Operational status of Water Plant and Callouts

Monthly reports were submitted to the state.

Coliform samples were negative

Nitrate sample for Osgood well was non-detectible

One callout for an intrusion alarm at the water plant. The heavy winds moved the entry door enough to set off the alarm. We adjusted the lockset so it closes tighter and won't be affected by the wind.

The State Drinking Water Division approved removing the Nadeau well from the system, and it is disconnected and we have no further responsibility for it. We are working with Chip Percy to relocate the village water line around the well house so it is not inside of the building.

Rotated pumps at Katy Win Booster stations

Water loss for March was 19% %

(Dan left at 6:54.)

11. Village Manager's Report and Action Items

Erik worked with Tori Hellwig of the Lamoille County Planning Commission applying for Congressionally Directed Spending Requests for the Water & Light Garage. Requests were submitted Senators Sanders and Welch prior to their deadlines. We have received preliminary feedback for both offices that suggests our project is a contender. These programs look promising for this project and can cover 75% of the project cost if we are selected.

Erik attended a legislative breakfast at Jenna's House on the 13th that had 6 of the Lamoille area lawmakers on the panel. He spoke to the pitfalls of the Affordable Heat Act, both as a regressive tax on lower income working Vermonters, and from his position as an electric utility manager on the further strains it will put on a regional power grid that was perilously close to being undersupplied this winter with current usage levels.

Erik attended the ARPA Resources Meeting hosted by LEDC and the State of Vermont. It raised his awareness on the availability of different programs, and strategies they suggest for getting our ARPA funds off of the federal books. The entire LCPC staff was also in attendance.

Early indications are that we have beaten the raccoons at the cold storage building, and PACIF has cut us a check that will cover expenses beyond the deductible that will be split with the town.

On March 29th the VTC Capstone project students gave us a preliminary presentation of their project. They took feedback to apply toward the final project presentation. At the very minimum, this will afford us an ASHREA Level 1 audit, and most likely save us time and money when applying for the BGS energy efficiency grant. They will be doing their final presentation on April 26th at VTC Randolph. President Grewal will likely be in attendance. Erik has been asked to be a guest speaker and accepted.

On March 31st Erik had a meeting with LCPC staff and an engineer from Weston & Sampson who specializes in brownfields projects in regard to the Water & Light garage project. Using federal grant funding, it is almost certain that we will be told to complete a Phase 1 and likely a Phase 2 environmental assessment. We are getting ahead of it to minimize its impact on timeline and costs.

VPPSA did a 2-page article for their Annual Report on our energy efficiency project & our cooperation with NVU - Johnson.

GiGi asked, when Erik talks about splitting the deductible with the town, is that a 50/50 split? Erik said yes. GiGi said it is a jointly-owned building but village residents are already paying because they pay town taxes. Is there a way to prorate it so village taxpayers don't pay a full half? Ken said as far as jointly owned buildings it's just 50%. Rosemary said we have a \$1,000 deductible. Ken said he thinks we occupy more than 50% of that building.

Lynda asked what Phase 1 and Phase 2 environmental assessments mean. Erik said Phase 1 is mostly a write up. It involves having someone look at what is there. Phase 2 involves analyzing core samples of the ground. Ken said Phase 1 is looking at the problem and Phase 2 is figuring out how to solve it. Erik said the best guess is that some things will be found but because the scope of the project remains in the current footprint the most likely remediation needed would be to add 6 inches of concrete to the floor.

12. *Electric/General Report and Action Items*

Erik read the report submitted by Nate and Anne.

Electric Dept.

Hyde Park mutual aid 20.5 hrs this month. 4 hrs was for storm work on 3-14

Started right of way cutting

3-14 outages for Wescom Rd (1 hr) and Sweetser Rd (2 hrs) both for heavy wet snow.

3-15 outage for Sweetser Rd (2 hrs) - heavy wet snow

3-16 outage for Plot Rd (40 min) - heavy wet snow

3-26 outage for 850 and 794 Clay Hill Rd (3 hrs) - heavy wet snow

Met with electrician 487 Clay Hill Rd about a service change out.

1775 Clay Hill Rd voltage issues

Met with owner at 93 River Road West for moving a pole

140 Hoag Rd voltage issues, placed a voltage recorder

Completed monthly meter reading, high/low checks, substation check, and dig safes

Water and Sewer

357 Clay Hill Rd Possible water leak, ended up being ground water

Nate continued going to class for water distribution

General Dept.

Completed winter sidewalk maintenance as needed.

Fixed Cross Walk Sign by 5 LMW on Main St

3-20 pressure washed graffiti off the retaining wall of the Village Green

Fixed flag pole at Village Green

Safety

Safety meeting with NEPPA on March 29th was on Osha fundamentals 5

Anne:

Met with Nate to discuss crossarm replacement on Railroad Street. This requires an outage of Main Street. It needs to be scheduled soon as there is little left of the arms.

Met with Nate regarding the remaining work at the Twin Bridges. This will require some traffic control time.

Discussed the issues with two solar arrays with Nate and solar contractor. We installed a recording voltmeter at the Sullivan solar service to get a better picture of the issue. There may be an area wide voltage issue being exacerbated by the present line configuration at the Twin Bridges. We plan to install the volt meter at the Clay Hill solar after removing it from Sullivan's.

Learned how to set up an ancient GE recording strip voltage meter. I have received the results of these meters but never directly worked with one. They are a masterpiece of electrical and mechanical design.

Received an estimate for doing the work recommended by TSI on the substation transformers. The estimate was \$7,875. I also investigate the advisability of performing maintenance on the main transformer's LTC. It appears that, given the total number of operations, that the LTC does not need maintenance.

13. Fire Department Report and Action Items

Erik read the report submitted by Chief Arjay West for February 23 - March 30, 2023:

JFD responded to 13 calls. 10 calls occurred during the daytime (6 am - 6 pm) 3 calls occurred during the nighttime (6 pm - 6 am.) The average duration was: 92 minutes

Nature:

Those calls were: 1- chimney fire, 1- vehicle fire, 1- debris fire, 3 - automatic alarms, 4- vehicle crashes, 1- wilderness rescue, and 2 - mutual aid (structure fire & station coverage)

Staff:

The average number of firefighters that responded: 12
Total hours of service: 203

Other:

We have taken delivery of a new portable pump. This replaces on older pump that we began to have mechanic trouble with throughout last year. The new pump will be placed in service on Engine 2 early next month.

The project to replace Rescue 2 and retro fit Rescue 3 is complete. Through many hours of volunteer firefighter labor and a local donated workshop, an impressive savings realized by those efforts will remain in our Capital Truck Plan to support future needs.

Ken asked what will be done with the old pump. Erik said he would guess they would keep it in reserve in case it is needed for backup.

GiGi asked if we pay for the firefighters' uniforms. Ken said he thinks we may not pay for their dress uniforms but he feels it would be respectful to do that. He suggested that GiGi ask about that when she meets with Arjay.

14. Review Trustees' Rates of Compensation

BJ said trustee compensation rates have not been raised in a while. Maybe they should be raised. Maybe we could have Erik look into how many hours the trustees spent in meetings last year to help determine what the amount should be.

Steve said he is content with leaving the amount the same.

Rosemary said at town meeting the voters voted to increase selectboard pay to \$2,000 for the chair and \$1,500 for other members. For the trustees it is currently \$1,250 for the chair and \$1,000 for the other trustees.

Ken said he thinks it would be a good idea to find out how many hours are spent in meetings. Lynda said it will average out to two or three dollars an hour. Erik said he would question whether 2022 was a representative year, considering all that happened. Ken suggested looking at 2018. Erik agreed to do that.

15. Discuss and Act on Customer Application for Sewer Billing Adjustment

Erik said Kate Westcott had a water line break. She is only asking for her sewer charge to be abated to the 3-month average. He supports the request. Her sewer bill was \$311.34 and her average for the 3 preceding months was \$39.14.

Ken asked, the customer made adequate repairs? Erik said yes. She submitted bill from the plumber.

Steve moved to lower Kate Westcott's sewer bill to the average charge for the 3 months before the break of \$39.14, Lynda seconded and the motion was passed.

16. Discuss the Results of the Village ARPA Survey

Erik said of the 16 people who answered the village ARPA survey, 62.5% were village residents, 6.3% were non-resident property owners, 31% were business owners or employed in the village and 31% were area residents but not village residents.

Board members viewed the lists of suggestions. Ken said he noticed a suggestion of an automatic door for the library. Is the library jointly owned? Erik said it is owned by the town. A lot of people don't understand that.

Ken said in a perfect world we would love a sidewalk to Jolley. Steve agreed. That is his second highest priority. Erik said a culvert crossing would be required, which would be very expensive. Not including that cost, a 6 ft. sidewalk would cost \$35 to \$45 a foot. Ken said we would need permission from the state to be in the state right of way. He doesn't think it would all be in the village right of way. He thinks some would be on private property.

Lynda said School Street is another place where sidewalk is needed. She can't believe the number of people who walk to the Beard Park along the road past where the sidewalk ends. It is a huge draw in summer. That would not be as long as a sidewalk to Jolley. We really need to look into a sidewalk to the Beard parking lot. It would go past just one house. Ken said there is also someone who lives across the road but owns property on that side. He said there is a lot of process involved in getting easements. Acquiring rights of way can cost more than a sidewalk.

Steve said Route 15 is used year-round by pedestrians, including people with baby carriages. He thinks it is a priority in terms of safety. Lynda agreed. BJ said the route to Katy Win Park is also risky. Ken said that is not a good place to put a sidewalk because of the high banks. We would need to move the banks back 16 ft in order to get 6 ft for a sidewalk. GiGi said the Walking College may have some suggestions. It is about how to make safe public paths. Ken said a big issue on Route 15 is the state culvert. He thinks it would be cheaper to have a suspension bridge from River Road to Jolley. GiGi agreed.

Ken asked if there is anything that stands out to board members that they feel should be put at the top of the list.

GiGi said speed and safety is a concern for her. She understands that the sidewalk on Railroad Street is the village's and the road is the town's. Who can address speed? Ken said the town. Erik said the speed limit is currently at 25, which is the state minimum legal posting. GiGi said that speed limit is not followed. Erik said it is up to the sheriff's department to enforce it. Lynda suggested calling the sheriff's department and asking them to post someone on that road. GiGi said she doesn't want the speed limit lowered, just enforced.

Ken said the board agreed tonight to allocate all the ARPA funds for the garage. As future projects come up, the board will discuss them.

17. Opportunity of Village to Host Forum on Future of NVU

Ken said the selectboard was approached about hosting a forum. Erik said Senator Westman asked Katherine Levasseur from VSU about putting together a forum to address the community about what is in the future for NVU - Johnson. She said she would love to get on the schedule for a board meeting. Lynda said Katherine is interested in attending the joint trustee-selectboard meeting. She is interested in talking to the selectboard and the trustees at the same time. Maybe that is something to put on the joint meeting agenda. Erik said we may still want to have a forum for the community to ask questions. Ken said this isn't intended just for village residents. It would be for the whole community. Erik said the selectboard didn't have the desire to host it. **GiGi moved to have Erik set up a date and time for the village to host VSU leadership in a public forum. Lynda seconded and the motion was passed.** Ken suggested that the schedule not interfere with any board meeting.

18. Review and Possible Approval of Updated Village Job Descriptions

Erik said he took the job descriptions from 2015, which was pre-union and updated some terminology. He changed Nate's job description a bit, taking out the work that Anne is currently doing. He updated and changed the description what was previously called lead lineworker and now called assistant foreman, clarifying that that person is in charge when the foreman is absent. The position is vacant and we don't have money to fill it right now.

Steve asked if changes have to be approved by the union. Erik said no.

GiGi asked if the new apartments Andy Mink is planning to put in will put unnecessary pressure on any of the village positions. Erik said no. Ken said we want more water and power consumption. We have the capability to support more sewer.

Erik said he updated the lineman and apprentice lineman job descriptions. He corrected some typos in the village manager job description. He toughened up the distance language for all the positions. We gave a waiver of the distance requirement for an employee and that has been causing some issues. He made the distance requirements for positions all non-waivable but grandfathered in current personnel.

BJ asked if we took care of the issue where if only one person is needed for a call the person who stays at home also gets paid. Erik said because of the nature of almost all calls, especially when the crew working is the one with a person who lives further away, as much as it is tough on the budget it makes sense to get both crew members rolling rather than waiting to see what is wrong. We have set up parameters about what one person can do before the other gets there.

BJ said each person gets paid for 3 hours for responding when they are on call. If there is an issue with a breaker box, for instance, if the person who lives further away and another person are on call and they both get rolling, if the first person to get there fixes the issue, does the person who left for 10 minutes and then went home after the issue was fixed get the whole 3 hours? Erik said that probably should have been addressed in the union contract. Currently they do get paid for the whole 3 hours. Some of our employees don't take the whole time on a short call like that, but they have the right to.

Steve moved to approve the updated village job descriptions as presented, BJ seconded and the motion was passed.

19. Discuss Town Priorities for Joint Meeting and Items Village May Wish to Add

The board reviewed the list of joint meeting agenda items suggested by the town. GiGi asked, if there is a town-village merger, what is the opinion about what happens with the electric and sewer departments? BJ said that is way down the line. Now we are talking about a study to bring it all together. We do have one merger study that has already been done. That is something GiGi can read. Erik said it is on the town website. BJ said after that study was done a merger study group did a rough estimate about how taxes would change with a merger but there were a lot of things they didn't take into consideration.

Ken said we can remove from the agenda the item related to ARPA funded projects because we have allocated all our ARPA funds.

One suggested agenda item is future use and sharing of the backhoe. Erik said the backhoe is currently owned 80/20 by the town and village. We pay 20% of the cost and we are responsible for maybe 5% of the use at best. The town will be getting a new backhoe but he is not sure about the timeline. He and the town administrator have discussed that when they trade in the current one it would be fair for the village to get our 20% and then the town will buy the new one on their own and we will rent it from them at the prevailing rate when we need it.

Another suggested agenda item is status of the River Road East drainage structures. Steve said the town's attorney sent a letter saying that according to the charter those structure are our responsibility. Our attorney replied that we do not think they are our responsibility. BJ said we did not give permission for the structures to be put in. The adjoining property owner did it on their own as far as we know. Steve suggested that Erik and Brian and the board chairs, rather than all 10 board members, should discuss this. BJ agreed. Lynda asked why CJ Manchester isn't responsible. Ken said that is who the town should be talking to.

Another possible agenda item is potential energy efficiency projects for shared buildings. Erik said there is money available for energy efficiency investments in municipal buildings. We are a targeted community. We have \$60,000 in money that he split up into four projects: \$25,000 for our wastewater building, \$20,000 to NVU, \$7,500 to Sterling Market for refrigeration and \$7,500 to the food shelf for refrigeration.

GiGi asked about the \$4,000 evaluation which can lead to the \$500,000 potential for upgrades. She knows there has been discussion that that could be applied to the municipal building, but if we can only get it for one building it needs to go to the village garage, right? Erik said the town is hoping

we will contribute for the municipal building as they are doing, but we are using it the energy evaluation for the garage.

BJ said the merger plan will be part of the discussion. They are asking for \$30K from us to help pay for a merger plan. Being village residents paying town taxes we will be paying \$30,000 of the cost anyway as town residents. If we contribute half we are forcing our residents to pay twice. Ken said at our village meeting we were told not to spend \$30,000 on it.

Erik asked if there is anything else the board wants to remove from the agenda other than the ARPA item. Board members were willing to leave the other items on. Erik asked if there is anything we want to add.

GiGi said she would like to add Railroad Street traffic safety.

Lynda said she thinks we need to think about the unevenness of the sidewalks on Railroad Street. We should see what needs to be ground down. Ken said Steve volunteered to report on the condition of the sidewalk on Railroad Street. Steve said there are only a couple of bad spots. It is better than a lot of other sidewalks.

20. Other Business

Diane said someone needs to be appointed to go to LCPC meetings. Ken asked if Diane would like to keep doing it. Diane said she can't because she will be doing the Walking College. BJ asked if GiGi could do it and GiGi agreed. **BJ moved to appoint GiGi as representative to the Lamoille County Planning Commission board, Lynda seconded and the motion was passed.**

Diane said she filled out a form and submitted it in her name as a trustee recommending Tuesday Night Live as a Marvin Award recipient this year. She asked if the trustees will back that up. The trustees agreed. Diane said she doesn't know if it will require a letter from the village.

21. Adjourn

Steve moved to adjourn, BJ seconded, the motion was passed and the meeting was adjourned at 8:16.

Minutes submitted by Donna Griffiths

Village Manager's Report May 8, 2023

I was designated as a member of the Expert panel for the VTC Energy Efficiency & Renewable Energy Capstone project presentation in Randolph. The panel fielded questions about the project & the future use of students to do such work. Other members of the panel included the class professor, the LT Governor, the Secretary of State, the asst. Secretary of Labor, and the State Energy Program Manager from BGS.

That energy program manager is very interested in our project and is the selection authority for the MERP \$500K grant we are pursuing. He also said the ASHRAE Level 1 energy audit can be used as the one needed for MERP Grant funding and that this will push us to the front of the line!!

The Congressionally Directed Spending request to Senator Welsh submitted by Tori Hellwig of LCPC and myself was SELECTED by Senator Welsh as one of the 22 out of over 150 applications that he is choosing to fund!! Senator Welsh actually called me himself to give us the news.

This is a huge step, as it will fund 75% of project costs up to a max award of \$824,000.00. While Senator Welsh has selected it, it still must make its way through the congressional budget process, but it looks good!

Due to the recent presence of hypodermic needles down near the water "spigot" at the Cold Spring as well as ongoing dumping of illicit household trash bags in our trash can, I had 2 security cameras installed covering those areas. No needles have been seen since, and the trash volume has reduced significantly. A local business has

offered to donate 10 needle deposit stations for the Village if we will use them, which may also help solve this safety problem.

Lastly, a couple of local businesses sponsored 3 beautiful flowerpots outside of the Village office entrance. I'd like to thank Green Mountain Media Blasting and The Little Curio Shoppe for their community spirit.

Congress of the United States
Washington, DC 20515

Erik Bailey
293 Lower Main Street
Johnson, VT 05656

Re: Village of Johnson Utility Maintenance Garage

Dear Erik:

Thank you for submitting a congressionally directed spending request for the U.S. Senate to consider in its Appropriations bills for Fiscal Year 2024 (FY24). I am pleased to inform you that I have nominated your project, "Village of Johnson Utility Maintenance Garage," to the U.S. Senate Appropriations Committee to receive \$824000 in the forthcoming appropriations bills. My office received over 150 funding requests, making this a highly competitive process.

While this is good news, this is only the first step in a long process for inclusion in the final appropriations bills for FY24. The Senate Appropriations Committee must agree to the project in its committee deliberations; the U.S. Senate must include the project in the Senate appropriations bills; and the House and Senate must agree on passage of the same full-year appropriations bills before being sent to President Biden for his signature. Each of these steps presents a hurdle to final funding of your project.

Accordingly, I want to emphasize that the U.S. Senate Appropriations process is only one of many ways to apply for federal funding for your project, and I encourage you to apply for federal grants through existing federal programs. My office is happy to help direct you to the appropriate programs best suited to your project.

Thank you for your energy and commitment to Vermont expressed in your community project funding application. If you have questions about this or other federal funding possibilities, please contact my State Director Rebecca Ellis at Rebecca.Ellis@mail.house.gov. The list of nominated projects can be found on my website at <https://www.welch.senate.gov/congressional-directed-spending-disclosure/>

I look forward to seeing you in Vermont.



PETER WELCH
United States Senator

Municipal Energy Resilience Program (MERP)

Building Energy Resilience Assessments

Assessments are free to municipalities who qualify. These assessments will be provided in coordination with The Vermont Department of Buildings and General Services and your local Regional Planning Commission

Which assessment is right for my community?

Level 1 Assessments: Time Required Approximately 0.5-1.5 hours

Level 1 provides a phased scope of work, estimated costs, timeline for the recommended improvements designed to reduce operations & maintenance costs, enhance comfort and reduce energy intensity.

These may include improvements to the thermal envelope, HVAC systems, and fuel-switching to renewable heating systems. Additional analysis and recommendations for siting of renewables, EV charging and battery storage feasibility are also provided. All recommendations include an estimate of equipment lifecycle costs and consumption data.

Pros

- Shorter duration
- No documents required

Cons

- No blower door testing
- Not applicable for future loans

Level 2 Assessments: Time Required Approximately 4 hours

ASHRAE Level 2 Investment Grade Energy Audits cover all items in a Level 1 assessment in addition to providing blower door testing to measure air leaks. During this test, which can take an hour or more to complete, contractors will close all exterior windows and doors require that traffic in and out of the building be restricted in order to get an

accurate reading. This audit requires the town to provide 5 years of monthly electrical and heating fuel use information, building architectural, mechanical, and electrical drawings.

Pros

- Enhanced savings calculations
- Blower door test included
- Applicable for loans

Cons

- Longer duration
- Additional documentation required

Covered municipalities may apply for either assessment. Both are free and will qualify for a MERP implementation grant. Consult with your RPC or technical support provider for assistance in selecting the right assessment for your municipality!

Visit bgs.vermont.gov/municipal-energy-resilience-program or scan the QR code for more information!



The Village of Johnson WWTF, WTF
Monthly Chief Operator's Report
May 4, 2023

1. Operational Status of Wastewater Plant and Callouts

- E-DMR and Wr-43 were submitted to the state
- Troubleshoot low water pressure issues at the belt press. Found an abandoned process water filter system that was still plumbed in and plugged solid. Took it apart and cleaned the screens and it cured the problem
- Pumped down the process water tank in the effluent room to inspect. There is a thick layer of sludge in the bottom that will need to be pumped out at some point.
- Received and replaced the sludge grinder for the press that we had ordered 4 months ago.
- We installed the new repaired belt on the belt press that we received back from the manufacturer.
- Raked and cleaned up winter yard debris
- Received quotes from Gould Electrical, County Plumbing and Woodys for the electrical efficiency upgrades at the plant.
- Gave a plant tour to Gigi and Linda
- Pulled the main drive motor on the belt press and took to Farrell Electrical as it has been tripping out overheating.
- Fire extinguishers were serviced and certified

2. Operational status of Water Plant and Callouts

- Monthly reports were submitted to the state.
- Coliform samples were negative
- Cleaned inside of the water plant
- Rotated pumps at Katy Win Booster stations
- Water loss for April was ___%

Village of Johnson Water and Light report – May 2023

Prepared by Nate Brigham

Electric Dept. –

Hyde Park mutual aid 7.5 hrs this month.

Right way cutting

467 Clay Hill Rd did a service change out. Went from 1 meter to 4 meters.

Installed two services for 144/150 River Road West.

140 Hoag Rd voltage issues. Looked at recording couldn't find any issues

Took 16 meters to Morrisville W&L for testing

Completed monthly meter reading, high/low checks, substation check, and dig safes

Water and Sewer –

Turned on water to the Masonic Temple and the Lamoille view Cemetery

Nate continued going to class for water distribution

General Dept. –

Started sidewalk/street sweeping

Painted and put away winter equipment

Cleaned up/ raked lawns at Village Green and Municipal Building

Installed cameras at Cold spring due to the finding of needles

Fixed flag pole at Village Green

Safety –

Safety meeting with NEPPA on April 12th was on Lock out/ tag out and switching and tagging

Johnson Fire Department Report

Mar. 29 – Apr. 27, 2023

Calls:

JFD responded to 15 calls.

11 calls occurred during the daytime (6 am – 6 pm)

4 calls occurred during the nighttime (6 pm – 6 am)

The average duration was: 67 minutes

Nature:

Those calls were: 2 – structure fires, 2 – wildland fires, 1 – debris fire, 2 – automatic alarms, 1 – vehicle crash, 1 – odor investigation, 5 – medical assists, and 1 – mutual aid (water rescue)

Staff:

The average number of firefighters that responded was: 12

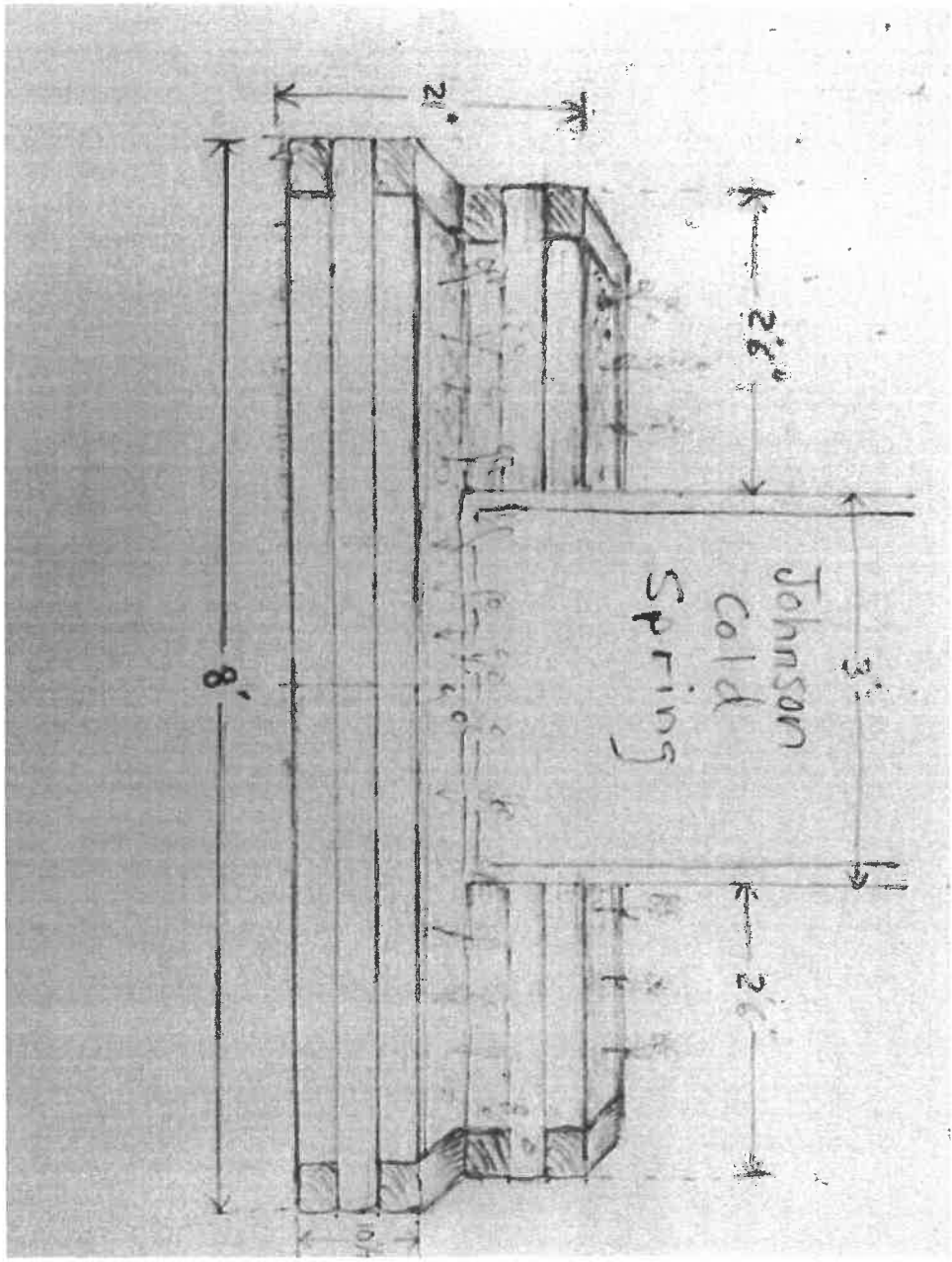
Total hours of service was: 219

Other:

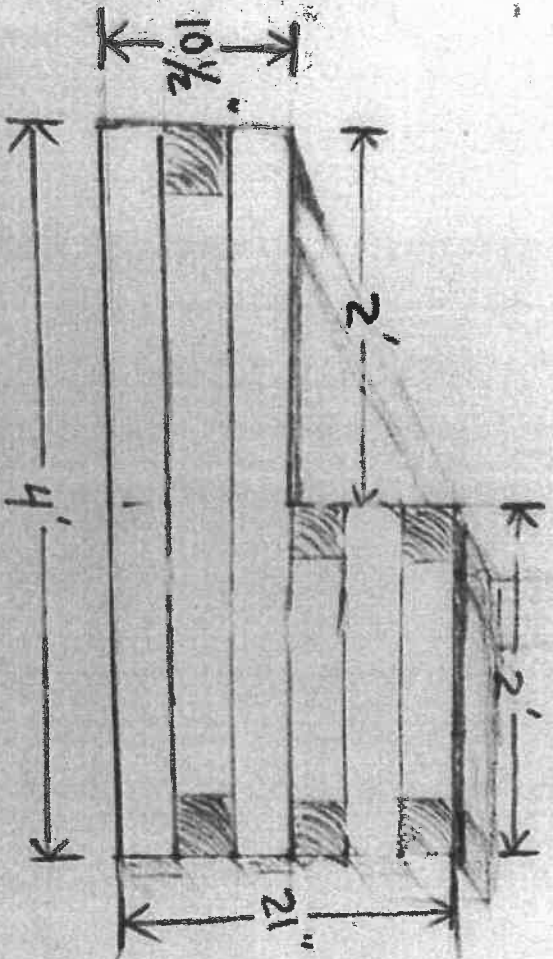
We have three firefighters that have registered for an electric vehicles training class coming up in June at the North Country Fire School in Alburg.

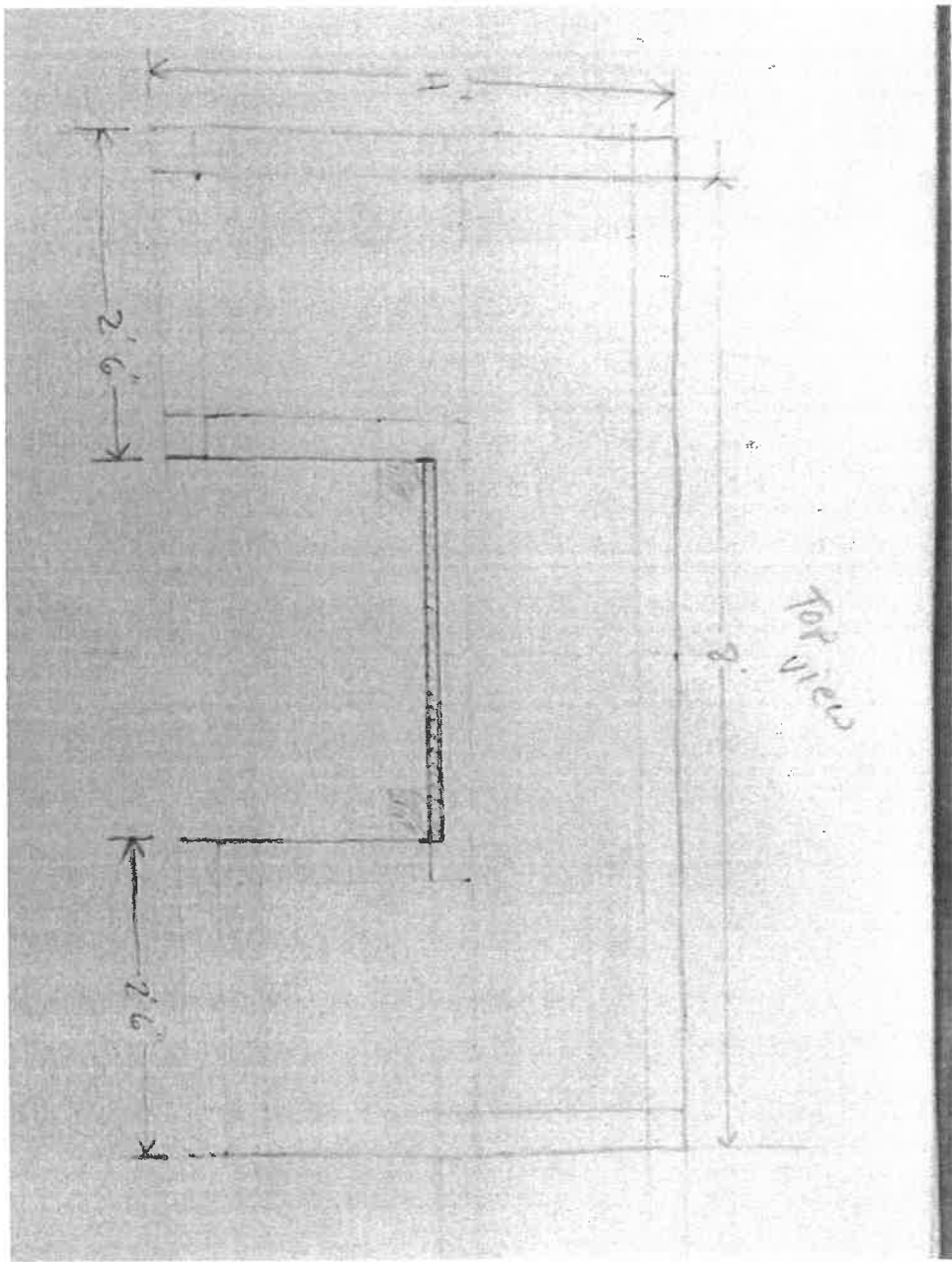
The FCC radio license for the tower repeater was issued on April 19th. The next step for the Repeater project will be to order radio equipment. We are confirming product availability and lead time to make this decision.

Respectfully submitted, Arjay West, Fire Chief



Side elevation







VILLAGE OF JOHNSON

PO Box 603
Johnson, VT 05656
Phone: 802-635-2611
Fax: 802-635-2393
vojmanager@townofjohnson.com

May 8, 2023

Vermont Agency of Transportation
Bicycle & Pedestrian Grant Program

To the Review Committee,

The Village of Johnson Trustees are pleased to offer our support for the Village of Johnson's 2023 Bicycle & Pedestrian grant proposal for scoping a sidewalk improvement project on VT Route 15. This scoping study will allow the Village time to work with VTrans on identifying viable solutions and ultimately constructing them with VTrans approval.

The proposed project will address inadequate bicycle and pedestrian infrastructure west of the Village, including several connecting the designated Village to origins and destinations such as a mobile home park, convenience store, skate & bike park, private school, dozens of residences, and provide pedestrian connectivity along this busy part of the State Road.

The Village of Johnson Trustees commit to providing 20% local match from non-federal sources.

Approved unanimously by the Village Board of Trustees on May 8, 2023.

Ken Tourangeau
Chairperson
Village of Johnson Board of Trustees

To VPPSA:

As you know, Act 185 of the Vermont General Assembly's 2022 Legislative session appropriated \$8,000,000 from the General Fund to the Department of Public Service (Department) "to offer up to 70 percent reimbursement to municipal and cooperative electrical distribution utilities for the implementation of one or more systems of Advanced Metering Infrastructure that has been approved by the Public Utility Commission." After discussions with municipal and cooperative utilities made clear that there was not consensus on how the funds should be distributed, the Department solicited proposals from eligible utilities. Based on the objectives and selection criteria outlined in the Request for Proposals (RFP), and detailed review of the responses to the RFP, **the Department is pleased to offer a grant award to VPPSA of \$5 million.** In the coming weeks, the Department will draft a formal Grant Agreement to discuss with VPPSA, which will include project milestone expectations and other conditions and expectations. In VPPSA's case, because its proposal is so comprehensive, the Department expects such milestones and conditions will align well with its proposal.

Thank you for your patience as we reviewed responses to the RFP to make this funding award.

Best,

TJ

TJ Poor | Director of Planning
Vermont Department of Public Service
(mobile) 802-558-7022 | publicservice.vermont.gov



VERMONT PUBLIC POWER SUPPLY AUTHORITY

AGREEMENT

FOR

ADVANCED METERING INFRASTRUCTURE PROJECT

Dated as of May 8, 2023

VERMONT PUBLIC POWER SUPPLY AUTHORITY

AGREEMENT

FOR

ADVANCED METERING INFRASTRUCTURE PROJECT

This AGREEMENT, dated as of the eighth day of May, 2023, is between VERMONT PUBLIC POWER SUPPLY AUTHORITY (“VPPSA”), a body politic and corporate and a public instrumentality of the State of Vermont (the "State"), and the VILLAGE OF JOHNSON ELECTRIC DEPARTMENT, an incorporated municipality of the State (the “Village”).

WHEREAS, the Vermont Public Power Supply Authority Act, being Chapter 84 of Title 30 of the Vermont Statutes Annotated (the “Act”), authorizes VPPSA to, among other things, jointly plan, finance, acquire, construct, improve, purchase, operate, maintain, use, share costs of, own, lease, sell, dispose of or otherwise participate in projects or portions of projects, within or without the State, and to apply to appropriate agencies for permits, licenses, and approvals which may be necessary in connection with the foregoing; and

WHEREAS, the Village has been ordered by the Public Utility Commission to evaluate the investment in Advanced Metering Infrastructure (“AMI”) and, if it implements an AMI project or participates in an AMI project, provide a discussion of timelines, technologies selected, integration with existing systems, data management and utilization strategies, and expected costs and benefits in its next integrated resource plan; and

WHEREAS, VPPSA proposes to contract with a vendor and/or vendors to provide AMI to its member utilities, including the Village; and

WHEREAS, VPPSA proposes to borrow money by the issue of notes and bonds in such principal amount as VPPSA determines to be necessary to provide sufficient funds for the AMI

project, and, in order to do so, it must have binding agreements with its member utilities, the revenues under which will be pledged as security for the payment of such notes and bonds; and

WHEREAS, some components of the AMI Project, as defined below, including without limitation the FCC license, data collection units (“DCU”), headend and meter data management system (“MDM”) software, project management, training, professional services and equipment installation, will be of common benefit to all VPPSA members and owned, operated and maintained by VPPSA, and the costs thereof will be allocated to all members participating in the Project based upon the ratio each member’s total number of meters bears to the total number of meters of all members, as such ratio is re-evaluated and adjusted in connection with the annual budget setting process; and

WHEREAS, other components of the AMI Project, such as electric meters, water meters, and their costs of installation and integration with existing systems, will be owned by or be the responsibility of each individual member or subsets thereof, and the costs thereof, including any financing costs incurred by VPPSA in connection therewith, will be assigned to each member or subset thereof separately; and

WHEREAS, the parties desire to set forth their respective rights and obligations with respect to the various components of the AMI project;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Definitions. In addition to the terms defined elsewhere herein, the following terms have the following meanings unless the context otherwise requires:

“Advanced Metering Infrastructure (“AMI”) Agreements” means this Agreement and all other agreements substantially identical to this Agreement entered into by VPPSA and the Participants with respect to the Project.

“Annual Budget” means the budget adopted by VPPSA pursuant to Section 5(A) of this Agreement which shows the Village’s participation share of the estimated annual Common Benefit Costs and the estimated annual Member-Specific Costs of the Project during a Contract Year, as may be amended.

“Billing Statement” means the written statement prepared monthly by VPPSA and delivered to the Village pursuant to Section 5(B) of this Agreement which shows the amounts to be paid for such month to VPPSA by the Village as its participation share of the budgeted Common Benefit Costs of the Project and the Village’s budgeted Member-Specific Costs for such month as set forth in the Annual Budget or amended Annual Budget.

“Bonds” means any bonds issued from time to time by VPPSA pursuant to and under authority of the Bond Resolution to pay all Common Benefit and Member-Specific Costs of the Project.

“Bond Resolution” means the General Bond Resolution for the Project to be adopted by VPPSA to issue Bonds and delivered to the Village for filing with the records of its board of trustees or light commissioners, as from time to time amended or supplemented.

“Contract Year” means the 12-month period commencing midnight on December 31 of each year during the term of this Agreement and ending midnight on the December 31 next following, provided, that the first Contract year shall commence at midnight on the day immediately preceding the earliest of (i) the Date of Commercial Operation of the Project, or (ii) the date to which interest is capitalized on all Bonds issued to finance the Common Benefit or Member-Specific Costs of the Project, or (iii) the date which is one year prior to the first principal installment date for such Bonds, or (iv) the date one year after the date of termination of the Project as provided in Section 10 of this Agreement, and the last Contract Year shall end at midnight on the day this Agreement terminates as provided in Section 2 of this Agreement.

“Common Benefit Costs” means all costs of determining the feasibility of and acquiring, constructing, financing, carrying out and placing in operation, maintaining, or disposing of the Project paid or incurred by VPPSA, including without limit:

- (1) costs of the network services [FCC license, RF propagation study], network hardware [data collection units (“DCU”), hanging hardware], software services [headend and meter data management system (“MDM”) software, CIS integration fees, MTU programming], project management and support, training, professional services and equipment installation;
- (2) reserves for capital or current expenses deemed necessary or desirable by VPPSA, including working capital;
- (3) interest accruing in whole or in part on Bonds or Notes prior to and during the acquisition, construction, operation and maintenance of the AMI Project and for such additional period as VPPSA may determine in accordance with the Resolution;
- (4) costs of the components, or interests therein, equipment and supplies, and reserves therefor;
- (5) deposits in any fund or account to meet requirements established pursuant to the Resolution for reserves for debt service, renewals, replacements and contingencies, and for decommissioning or termination;
- (6) taxes and payments in lieu of taxes and costs relating to injury and damage claims arising out of the acquisition and construction of the Project;
- (7) payment of the principal of, premium, if any, and interest on Notes or Bonds; and
- (8) payments to public agencies, fees and expenses of trustees and paying agents, legal, insurance, administrative, engineering, consulting and financing costs (including municipal bond insurance, and credit and/or liquidity facilities), and any other costs properly attributable to the acquisition, construction, operation and maintenance of the Project.

“Date of Commercial Operation” means the date the Project is first ready for normal continuous operation, as determined by VPPSA and after satisfaction of all acceptance testing.

“Member-Specific Costs” are those Project costs incurred or paid by VPPSA that are separately identifiable and assignable to a specific member, such as but not limited to, electric meters, water meters, MDUs, software annual fees, CIS software upgrades, and the costs of installation and integration of same with a member’s existing infrastructure, including debt service costs incurred by VPPSA in connection with the financing thereof.

“Notes” means notes or other evidences of indebtedness (other than Bonds) issued from time to time by VPPSA pursuant to and under authority of the Note Resolution (i) to pay the Common Benefit Costs of the Project and (ii) pay the Member-Specific Costs of the Project not paid for directly by a Participant.

“Note Resolution” means any resolution adopted by VPPSA from time to time to issue Notes and delivered to the Village for filing with the records of its board of trustees or light commissioners, as from time to time amended or supplemented.

“Participants” means those entities which are specified in Exhibit A attached hereto, as the same may be amended from time to time to reflect additional Participants, and which enter into an Advanced Metering Infrastructure Agreement with VPPSA.

“Participation Share” means the percentage of the total costs of the Project, excluding Member-Specific Costs, set opposite the name of each Participant, including the Village, in Exhibit A attached hereto, said percentage being based upon the ratio each Participant's total number of meters bears to the total number of meters of all members. Such participant share shall be re-evaluated and adjusted annually in connection with VPPSA's budget setting process,

“Project” or “AMI Project” means the advanced metering infrastructure project being contracted by VPPSA with Aclara and/or other potential vendors and all its various components, whether considered Common Benefit or Member-Specific Costs, including meters (both electric and water), data collector units (“DCUs”), communications (either cellular or fiber), FCC license, software (combined headend and meter data management), professional services, training, meter

installation, CIS integration, mPower (GIS) integration, service installations, project management and contingency.

“Prudent Utility Practice” at a particular time means any of the practices, methods and acts which in the exercise of reasonable judgment in the light of the facts (including but not limited to the fact that such practices, methods and acts are engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with licensing and regulatory considerations, environmental factors, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.

“Resolution” means the Bond Resolution or Note Resolution, or both of them, as the context shall require.

Section 2. Term. This Agreement shall be effective when AMI Agreements have been duly executed and delivered by VPPSA and all VPPSA members choosing to be Participants in the Project. This Agreement shall terminate when (i) the Project has been terminated as provided in Section 10 of this Agreement, (ii) the principal of, premium, if any, and interest on all Bonds and Notes have been paid or provided for in accordance with their terms and the terms of the Resolution, and (iii) all obligations and liabilities hereunder, including Member-Specific Costs, have been paid or provided for.

Section 3. The Project.

(A) VPPSA, in good faith and in accordance with Prudent Utility Practice, shall use its best efforts to arrange for the financing, planning, engineering, design, acquisition, construction, operation and maintenance of the Project, obtain or arrange to obtain permits and other rights and regulatory approvals necessary therefor, and issue Bonds and Notes to finance the Common Benefit and Member-Specific Costs of the Project and, subject to the

provisions thereof, the costs of any necessary modifications, additions and betterments for the Project not otherwise provided for.

(B) In order for VPPSA to issue Bonds and Notes to finance the Common benefit and Member-Specific Costs of the Project, VPPSA may from time-to-time request from the Village such information or documents as VPPSA deems necessary to demonstrate the Village's ability to fulfill its obligations hereunder. VPPSA will provide assistance to the Village in obtaining such information and documents. The Village shall deliver to VPPSA all such information and documents no later than 30 days after the date of such request.

(C) The Village hereby approves VPPSA's estimate of the Village's share of Common Benefit Costs and its Member-Specific Costs of the Project, a copy of which estimate is on file with the Village. VPPSA shall promptly deliver to the Village revised written estimates of the Common Benefit and Member-Specific Costs of the Project in the event of substantial changes in construction schedules, plans, specifications, or costs of components.

(D) VPPSA shall perform or be responsible for the following tasks in connection with the Project: (i) own and operate the communications network, including the DCUs, the FCC License and the cellular or fiber network; (ii) pay any vendor costs for integrating with the Participant VPPSA GIS Project software; and (iii) manage the professional services, project contingency, training and project management.

(E) The Village shall perform or be responsible for the following tasks in connection with the Project: (i) pay the costs of the meters, including the installation thereof, service repairs and insurance claims; (ii) cover the charges from its CIS vendor for integration; (iii) cover its percentage share of Common Benefit Costs; and (iv) cover all of its Member-Specific Costs.

Section 4. Sale and Purchase of Participation Share. VPPSA hereby sells, and the Village hereby purchases, its Participation Share of the Project. The amounts to be paid for each Contract

Year by the Village to VPPSA for its Participation Share of the Project shall be its Participation Share of the Annual Common Benefit Costs and any Member-Specific costs pursuant to Section 5 (B) and 5(J).

Section 5. Covenants and Payments by the Village.

(A) At least 30 days prior to each Contract Year, VPPSA shall deliver to the Village a proposed Annual Common Benefit Cost Budget and Member-Specific Cost Budget for the Contract Year. At least one day prior to each Contract Year, VPPSA shall adopt and deliver to the Village an Annual Common Benefit Cost Budget and Member-Specific Cost Budget for the Contract Year. During each Contract Year, VPPSA shall review at least quarterly its annual budgets for the remainder of the Contract Year. In the event any review indicates that the annual budget estimates will not substantially correspond with actual Project costs, both Common Benefit and Member-Specific Costs, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or costs substantially affecting actual Project costs, VPPSA shall deliver to the Village an amended Annual Budget.

(B) On the first day of each month of each Contract Year, VPPSA shall deliver to the Village a Billing Statement showing the Village's Participation Share of Common Benefit Costs and Member-Specific Costs of the Project, as shown in the Annual Budget or amended Annual Budget. The amounts shown in the Billing Statement shall be payable within 14 days of the of the date of the Billing Statement. Late charges shall be assessed in accordance with VPPSA's finance charge policy. Any error made in a Billing Statement shall be corrected in the first Billing Statement after the error is discovered.

(C) The Village covenants and agrees to fix, revise and collect fees and charges for electric power and energy and other services, facilities and commodities furnished or supplied through its electric system at least sufficient to provide revenues adequate to meet its obligations under this Agreement and to pay all other amounts payable from or constituting a charge and lien upon such revenues including amounts sufficient to pay the principal of and interest on all bonds, notes or other evidences of indebtedness issued by the Village for electric purposes. The

obligation of the Village under this Agreement shall be treated as an expense of operating its electric plant (and water plant as the case may be), and shall constitute a special obligation of the Village payable from the revenues and other moneys derived by it from its electric system (and water system as the case may be).

(D) The Village covenants and agrees at all times to operate or cause to be operated its electric system properly and in an efficient, economical manner, consistent with good business and Prudent Utility Practice, and to maintain, preserve, reconstruct and keep, or cause to be maintained, preserved, reconstructed and kept, the properties of its electric system (and water system as the case may be) and all additions and betterments thereto and extensions thereof, in good repair, working order and condition, and from time to time to make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of its electric and water systems may be properly and advantageously conducted in accordance with Prudent Utility Practice.

(E) The Village covenants and agrees that it shall not sell, lease or otherwise dispose of all or substantially all of its electric system except on 90 days prior written notice to VPPSA and, in any event, shall not so sell, lease or otherwise dispose of the same unless provision satisfactory to VPPSA shall have been made for the payment and performance of all obligations of the Village under this Agreement so that the value of this Agreement as security for the payment of Bonds and Notes shall not be adversely affected and VPPSA shall have determined that such sale, lease or other disposition will not adversely affect any exemption from Federal income taxation of the interest on the Bonds or Notes, if applicable.

(F) The obligation of the Village to make payments to VPPSA under this Agreement shall be absolute and unconditional. The Village shall make payments under this Agreement whether or not the Project is undertaken or completed and whether or not the Project is operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the Project. Such payments shall not be subject to reduction, whether by offset or otherwise, and shall not be conditioned upon the performance by VPPSA or any other Participant under this or any

other agreement or instrument, the remedy for any non-performance being limited to mandamus, specific performance, or any other legal or equitable remedy.

(G) The Village shall not have the right to challenge any bill, invoice or statement rendered by VPPSA, invoke arbitration or bring any judicial or administrative action of any kind questioning the propriety thereof after a period of 24 months from the date of rendering. In the case of a bill, invoice or statement containing estimates, the Village shall not have the right to challenge the accuracy thereof after a period of 24 months from the date of its adjustment to reflect the actual amounts due.

(H) The Village shall not issue bonds, notes or other evidences of indebtedness payable from and secured by a lien on the revenues derived from the ownership or operation of its electric system without (i) complying with the provisions of 30 V.S.A. § 108(c) requiring the Village, with exceptions, to petition the Vermont Public Utility Commission for a finding, after notice and an opportunity for hearing, that the proposed action will be consistent with the general good of the State of Vermont; and (ii) notifying the Vermont Public Utility Commission in any such proceeding of the existence of the obligations of the Village set forth in this Agreement with respect to the repayment of principal, premium, if any, and interest on Bonds and Notes. This paragraph shall not apply to any bonds, notes or other evidences of indebtedness outstanding on the date of this Agreement or authorized to be issued by vote of the municipality duly taken before the date of this Agreement

(I) Moneys available in excess of the requirements of the Resolution shall be applied as determined by VPPSA in accordance with the Resolution to reduce Project costs or to other purposes permitted by the Resolution.

(J) On or before 120 days after the end of each Contract Year VPPSA shall submit to the Village a statement of the actual aggregate Common Benefit Costs and Member-Specific Costs for such Contract Year. If the Village's Participation Share of such actual aggregate Common Benefit Cost and Member-Specific Costs exceeds the amounts billed to the Village, the deficiency shall be added to the next succeeding Billing Statement or amortized over the months remaining

in the then current Contract Year, as determined by VPPSA. If the actual aggregate Common Benefit Cost and Member-Specific Costs or other amounts payable for such Contract Year are less than the amounts billed to the Village, VPPSA shall credit such balance to the Participant's account to be applied to future Project costs as determined by VPPSA.

Section 6. Accounting.

(A) VPPSA shall keep separate and accurate records and accounts of its operations and for the Project in accordance with rules and regulations of applicable regulatory authorities. Such records and accounts shall contain information supporting the allocation of VPPSA costs associated with the Project. Such records and accounts shall be audited annually by a firm of independent public accountants, experienced in electric utility accounting to be employed by VPPSA. Such records and accounts and the accountants' report, including all written comments and recommendations of such accountants, shall be made available for inspection by the Village at any reasonable time. VPPSA shall provide to the Village a copy of each annual financial audit relating to the Project within 30 days from the date of such receipt.

(B) The Village shall deliver to VPPSA copies of filings when made with the Vermont Public Utility Commission or any other regulatory body. The Village shall also deliver to VPPSA such financial statements, certificates, opinions of counsel and other information as VPPSA may from time to time reasonably require, including those required in connection with its issue of Bonds or Notes, to comply with continuing disclosure requirements under federal securities laws or to comply with requirements from regulatory authorities. Such financial statements shall be for such periods and in such detail as VPPSA may reasonably require and shall, in the case of financial statements for the Village's fiscal year, at the request of VPPSA, be audited by independent public accountants experienced in electric utility accounting.

Section 7. [Reserved].

Section 8. Insurance. VPPSA shall maintain in force, for the benefit of the Project and the Participants as their respective interests shall appear, as a Project Common Benefit Cost, such

insurance as will satisfy the requirements of the Resolution and applicable statutes and regulations, and such other insurance as VPPSA may deem desirable. Subject to Section 10 of this Agreement and the provisions of the Resolution, any proceeds of such insurance received by VPPSA for loss or damage to the Project shall be used to repair the Project.

Section 9. Staff. VPPSA shall maintain adequate staff for the Project and the expenses thereof shall be part of the Common Benefit Costs.

Section 10. End of the Project, Termination and Settlement.

(A) The Project shall be terminated when (i) VPPSA determines that it is unable to undertake or complete the Project due to licensing, operating conditions or other causes which are beyond its control, or (ii) VPPSA determines that the Project is not capable of providing the intended benefits, or (iii) VPPSA shall determine, consistent with Prudent Utility Practice, that the Project should be cancelled or eliminated. The date of termination shall be the earliest of the dates of the termination under clauses (i), (ii) and (iii).

(B) After such termination, VPPSA shall account to the Village for all costs associated with termination of the Project until (i) the components have been salvaged, discontinued, decommissioned and finally disposed of hereunder, and (ii) Project termination is completed, at which time a final accounting shall be made by VPPSA at the earliest reasonable time. The costs of termination shall include, but shall not be limited to, all of VPPSA's accrued costs and liabilities resulting from VPPSA's ownership, financing, construction, operation, maintenance of and renewals and replacements to Project components and the costs of salvage, discontinuance, decommissioning and disposition or sale thereof. For the avoidance of doubt, costs of termination shall include any unpaid obligations of VPPSA under the Bonds and Notes.

(C) The final accounting statement shall credit to the Participants, and deduct from any amount otherwise chargeable to them, the fair market value of any assets related to the Project then retained by VPPSA. If the final accounting statement shows that the costs referred to in subsection (B) above exceed such credits after application by VPPSA of all other funds available

for such purpose, the Village shall pay VPPSA a sum determined by multiplying the amount shown to be due in VPPSA's final accounting statement by its Participation Share plus any outstanding Member-Specific Costs. If the final accounting statement shows a balance of credits to the Participants, VPPSA shall pay the same to the Participants.

Section 11. Assignment. The Village acknowledges and agrees that VPPSA may collaterally assign its right hereunder to a lender or lender in connection with the issuance of the Bonds or Notes, and hereby consents to such collateral assignment.

Section 12. Obligations in the Event of Default.

(A) Upon failure of the Village to make any payment in full when due under this Agreement or to perform any obligation herein, VPPSA shall make demand upon the Village, and if said failure is not cured within 20 days from the date of such demand it shall constitute a default at the expiration of such period. Notice of such demand shall be provided to the other Participants by VPPSA.

(B) If the Village in good faith contests said demand, it shall make such payment or perform such obligation within said 20-day period under protest directed to VPPSA. Such protest shall specify the reasons upon which the protest is based.

(C) If the Village shall fail or refuse to pay any amounts due to VPPSA hereunder, the Village's obligation to make such payments shall not be relieved, and VPPSA shall have a right of recovery from the Village of all its outstanding obligations under this Agreement, including interest. VPPSA may commence such suits, actions or proceedings, at law or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of this Agreement against the Village. The substantially prevailing party in any such suit shall be entitled to recover costs of suit and reasonable attorneys' fees from the other party.

Section 13. [Reserved].

Section 14. Modification and Uniformity of Agreements.

(A) This Agreement shall not be subject to termination by any party under any circumstances, whether based upon the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided in this Agreement.

(B) This Agreement shall not be amended, modified, or otherwise changed by agreement of the parties in any manner that will materially and adversely affect the security afforded by the provisions of this Agreement for the payment of the principal of, premium, if any, and interest on the Bonds and Notes, until the same shall have been paid or the payment thereof provided for in accordance with the terms thereof.

(C) Advanced Metering Infrastructure Agreements entered into by VPPSA may contain variations necessary or appropriate to reflect or accommodate the nature or particular circumstances of any Participant.

(D) If any other Advanced Metering Infrastructure Agreement is amended or replaced so that it contains terms and conditions materially different from those contained in this Agreement, VPPSA shall notify the Village and upon timely request by the Village shall amend this Agreement to include similar terms and conditions.

Section 15. Notices. Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement to be delivered, given or made to the Village shall be deemed delivered, given or made if delivered in writing, in person or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with VPPSA by the Village or if none is so designated, to the clerk of the Village. The Village may change such designation, at any time and from time to time, by giving notice to VPPSA as below provided. Any such notice, demand or request to be delivered, given or made to VPPSA shall be deemed delivered, given or made if (i) delivered in writing, in person, to the General Manager, VPPSA, 5195 Waterbury-Stowe Road, Waterbury Center, Vermont or (ii) sent by mail, to the General Manager, VPPSA, P.O. Box 126, Waterbury Center,

Vermont 05677, or such other address designated by notice given to the Village as provided above.

Section 16. Relationship to Other Instruments. It is recognized by the parties hereto that VPPSA in the ownership, construction, acquisition, operation and maintenance of the Project must comply with the requirements of the Bond Resolution, any Note Resolution, any loan documents entered into by VPPSA with a third-party lender relating to the Notes, and all licenses, permits and regulatory approvals necessary for such ownership, construction, acquisition and operation, and applicable law, and it is therefore agreed that this Agreement is made subject to the terms and provisions of said Bond Resolution, any such Note Resolution, any loan documents entered into by VPPSA with a third-party lender relating to the Notes, all such licenses, permits and regulatory approvals, and applicable law. It is also recognized that this Agreement and all payments to be received hereunder may be assigned by VPPSA as security for its Bonds and Notes.

Section 17. Arbitration. Any dispute under this Agreement shall be submitted to arbitration at the request of either VPPSA or the Village. Copies of any such request shall be given to all other Participants and it shall specify the issue or issues in dispute. Within 10 days after receipt of such a request VPPSA and the Village shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, VPPSA or the Village may request the American Arbitration Association to appoint an arbitrator. The arbitrator shall conduct a hearing in Montpelier, Vermont (or another location mutually agreeable to VPPSA and the Village), and within 30 days thereafter, unless such time is extended by agreement by VPPSA and the Village, shall notify the parties of its decision, stating the reasons for such decision and separately listing findings of fact and conclusions of law. The arbitrator shall not have power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on VPPSA and the Village except that either party may petition a court of competent jurisdiction for review of errors of law. The pendency of arbitration shall not affect the obligation of the Village to make any payment in full when due under this Agreement or the obligations imposed by this Agreement upon the failure of the Village to make such payment.

Section 18. Severability. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof adjudicated to be invalid had not been included herein.

Section 19. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Vermont.

Section 20. Assignment of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, that neither this Agreement, nor any interest herein, shall be assigned or transferred or sold by the Village, except as provided herein, without the written consent of VPPSA in its sole discretion, nor if in the opinion of counsel to VPPSA such assignment or transfer or sale would adversely affect any exemption from Federal income taxation of the interest on the Bonds or Notes, if applicable. No such assignment or transfer or sale shall relieve the Village of any obligation hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

VERMONT PUBLIC POWER SUPPLY AUTHORITY

By Ken Norton
Title: General Manager

VILLAGE OF JOHNSON ELECTRIC DEPARTMENT

By Ken Tourangeau Sr.
Title: Chairperson, Johnson Village Board of Trustees



Village Green Food Truck Requirements & Application

The Village of Johnson is pleased to make space available in its Village Green along Route 15 in the heart of the Village for the operation of food trucks selling prepared food and beverages. The Village Green offers a centrally located gathering area with public parking, bike racks, benches, and picnic tables. Food trucks are allowed to park in one of two spaces in the Village Green area, one space within the Green itself and the other using on-street parking spaces directly adjacent to the Green. Use of the Village Green is based on a first come, first served basis with applications accepted on an ongoing basis. The Village will maintain a waiting list for vendors if space is not available at the time of application.

The following operating parameters apply to food trucks set up in the Village Green:

- The fee for food truck vendors to use the Village Green is \$18.00 per day. The Village will invoice the vendor monthly based on the days the truck is present on/adjacent to the Village Green.
- Daily hours of operation must occur between 6:00 AM and 4:00 PM Wednesday through Sunday and 6 AM and 8:30 PM Monday & Tuesday. Vendors are not required to be present during that entire span of time but cannot operate outside those hours.
- Months of operation are limited to May 1st through October 30th.
- The vendor must keep the area free of trash and food waste and provide a trash receptacle for its customers' use during its hours of operation that is removed at the end of each day.
- The food truck must be parked to maintain access to all Village Green public parking spaces.
- For a vendor using the parking spaces on Route 15, external signage that is separate from the food truck is not permitted in the parking spaces or on the sidewalk. All signage must be affixed to the food truck.
- No alcoholic beverages are permitted to be sold.
- The Village reserves the right to rescind permission to use the Green at any time with two weeks' notice to the vendor.
- No food truck may offer a majority of products significantly similarity to those offered by a local Village restaurant that is open during the same hours.

The following requirements apply to any food truck wishing to use the Village Green for business operations:

- Must provide the Village with a certificate of General Liability Insurance showing coverage of at least \$1,000,000 for public liability and property damage with the Village named as an additional insured.
- Must provide a Vermont Department of Health Food Establishment License that demonstrates the vendor is authorized to sell food and is in compliance with all State health and food preparation regulations.
- Must submit a completed Village of Johnson Food Truck Application (see reverse) in person or via mail at 293 Lower Main Street West, Johnson, VT 05656 or via email to ebailey@townofjohnson.com



Village Green
Food Truck Application

Name of Business: _____

Name of Business Owner: _____

Business Address for Billing: _____

Business Phone Number: _____

Business Email Address: _____

Types of Food/Beverages Served: _____

Requested Days of Village Green Use – please circle all the days you would like to operate at the Village Green:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Hours of Operation at the Village Green: _____AM/PM to _____AM/PM

Requested Start Date: _____

Anticipated End Date: _____

Business Owner/Agent Signature _____ Date _____

_____ **Below For Village Use** _____

Date Application Received: _____

Certificate of Insurance Received? Yes No

Department of Health License Received? Yes No

Approved/Denied: _____ Date _____

Denied Reason:

Village of Johnson
Accounts Receivable Clerk Job Description

Position Title: Accounts Receivable Clerk

Employment Category: Full-time, FLSA non-exempt

Reports To: Village Manager

GENERAL SUMMARY:

- Reports to Village Manager but operates also under general guidance of the Village/Town Clerk of Johnson.
- Responsible for carrying out all duties that are required for the billing and collection of electric, water & sewer accounts.
- To provide administrative assistance to the Village Manager and Village/Town Clerk.
- To work with all department heads.

Essential Job Functions:

Village of Johnson

- Answer phones and customer service at the counter.
- Prepare monthly billings for Electric, Water, & Sewer Departments.
- Maintain account and billing information in the software; including updated rate information, customer information, etc.
- Setting up and discontinuing accounts for services.
- Create final bills and discontinue service to customers who have moved.
- Coordinate and track read out/ read in dates for customers moving in and out.
- Collect meter deposits from new customers and process meter deposit refunds.
- Load and unload handheld meter readers to collect monthly electric & water/sewer readings.
- Print out and mail monthly bills, disconnect notices and other periodic mailings.
- Carefully monitor and investigate high low meter readings and report them to Clerk and Water & Light Foreman.
- Collect delinquent accounts and make payment arrangements with customers, after approval from Clerk.
- Prepare monthly, quarterly, and yearly reports for Vt. Public Power Association, the Department of Public Service & the Public Service Board and any others requested or required.
- Assist Efficiency Vermont and customers regarding Energy Efficiency issues.
- End of month and year balancing out of accounts and reports.
- Daily cash receipts reports and transfers.
- Prepare and submit work orders to all Department Heads and respond to requests for information and assistance.
- Calculate and prepare budget plans for review and approval by Clerk and monitor compliance with customers. Report noncompliance to Clerk
- Create a list of possible uncollectable accounts to write off at the end of the year.
- Work with Fuel Assistance, Community Action, and other service groups to help customers who are having difficulty paying their bills.
- Maintenance of filing system and filing of Village documents.
- Any other tasks assigned.

Town of Johnson

- Answer phones and customer service at the counter which may include, Fish & Game Licenses, Dog Licenses, Vehicle Registrations, etc.
- Collect and post cash receipts for Tax & Clerk Fee accounts.
- Help customers doing research in the vault with obtaining and copying lister cards, deeds, tax bills, and survey maps.
- Manage the Village/Town website.
- Provide grand list assessed values and yearly tax figure amounts when requested.
- Maintenance of filing system and filing of town documents
- Any other tasks assigned and cleared by the Village Manager.

Village Manager and Village/Town Clerk

- Provide administrative assistance which may include filing, mailings, deed research, preparing package documents for grants and loans, etc.
- Open mail and create a monthly log of all correspondence in and out of the office to the Selectboard and Trustees.
- Assistance with preparation of spreadsheets and reports as requested.
- Any other tasks assigned and cleared by the Village Manager.

Preferred qualifications for position:

Associates Degree in Business or Accounting or related field or four or more years of relevant experience.
Oral and written communication.

Working Conditions and Physical Demands:

Office environment with low physical demands.

Term of Employment:

Hired by the Trustees after interviews and reference checks. Terms of employment, compensation, and benefits set by the Trustees and governed by Personnel Policy. Six-month probationary period a condition of employment.

Compensation and Benefits: Salary and benefit package to be set by the Trustees (subject to Personnel Policy) annually and based on satisfactory job performance.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

Approved By Board of Trustees on: XXXXXX, xx, 2023.



PER-307 Introduction to IND Effects and Response Strategies

Completed : 2/5/2019 **Status :** Completed **Training Type :** External Training



IS-75 Military Resources in Emergency Management

Completed : 2/1/2019 **Status :** Completed **Training Type :** External Training



IS-75 Military Resources in Emergency Management [EMI Credit]

Completed : 2/1/2019 **Status :** Completed **Training Type :** Material



DLAN for the SEOC

Completed : 1/31/2019 **Status :** Completed **Training Type :** Online Class



AWR-140 Introduction to Radiological/Nuclear WMD Operations

Completed : 1/31/2019 **Status :** Completed **Training Type :** External Training



AWR-160 WMD/Terrorist Awareness for First Responders

Completed : 1/31/2019 **Status :** Completed **Training Type :** External Training



IS 100

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



IS 200

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



IS 300

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



IS 400

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



IS 775

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



IS 700

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



MGT 342 Strategic Overview of Disaster Management for Water & Wastewater Utilities

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



IS 800

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



MGT 314 Enhanced All-Hazards Incident Management/Unified Command

Completed : 1/29/2019 **Status :** Completed **Training Type :** External Training



Operational Level Response to HAZMAT/WMD Incidents

Completed : 4/15/2019 **Status :** Completed **Training Type :** External Training



IS-700 National Incident Management System (NIMS) Introduction [EMI Credit]

Completed : 3/25/2019 **Status :** Completed **Training Type :** Material



ICS 400 Equivalent

Completed : 3/25/2019 **Status :** Completed **Training Type :** Material



IS-200 ICS for Single Resources and Initial Action Incidents [EMI Credit]

Completed : 3/25/2019 **Status :** Completed **Training Type :** Material



ICS 300 Equivalent

Completed : 3/25/2019 **Status :** Completed **Training Type :** Material



ICS 200 Equivalent

Completed : 3/25/2019 **Status :** Completed **Training Type :** Material



VT SEOC Exercise

Completed : 2/12/2019 **Status :** Completed **Training Type :** Material



MGT 346 EOC Operations and Planning for All Hazards

Completed : 2/12/2019 **Status :** Completed **Training Type :** External Training



State Emergency Operations Center Orientation (Starts 2/7/2019)

Completed : 2/7/2019 **Status :** Completed **Training Type :** Session



IS-775 EOC Management and Operations [EMI Credit]

Completed : 1/29/2019 **Status :** Completed **Training Type :** Material



IS-800 National Response Framework, An Introduction [EMI Credit]

Completed : 11/23/2018 **Status :** Completed **Training Type :** Material

