

JOHNSON SELECTBOARD/VILLAGE TRUSTEE BOARD MEETING MINUTES  
JOHNSON MUNICIPAL BUILDING  
WEDNESDAY, JUNE 14, 2023

**Present:**

Selectboard Members: Beth Foy (remote), Duncan Hastings, Eben Patch, Shayne Spence, Mark Woodward

Village Trustees: GiGi Beach, Steve Hatfield, Lynda Hill, BJ Putvain, Ken Tourangeau

Others: Carl Rogers, Erik Bailey, Rob Moore

**Note: All votes taken are unanimous unless otherwise noted.**

**1. Call to Order**

Ken called the trustees to order at 5:59. Eben called the selectboard to order at 6:00.

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

It was agreed to add updates from Rob Moore about projects the Lamoille County Planning Commission (LCPC) is working on for town and village.

**3. Public Comment**

No members of the public were present.

**4. Village Garage Improvement Project & Updates on CDS Grant re: Solo Application**

Rob Moore said LCPC assisted in submitting a congressional discretionary spending request. It has cleared Senator Welch's office. Sen. Welch is in the process of working with people in Washington to allocate the funds. It would go through the USDA grant program. The money would be for design and rehabilitation of the village garage. We are waiting to hear back on the status of that reward. LCPC has some other ideas in case the funding doesn't come through. In receiving federal funding there is the potential to identify other needs as part of the federal requirement for environmental review, which would cover brownfields, endangered species, etc. Mitigating any issues identified in that review would be part of the overall budget.

Rob said he asked the USDA manager if anything special would be needed due to the property being jointly owned. She asked if there was an understanding between the town and village as to who controls which buildings. Rob let her know there was an MOU both boards had agreed to sign spelling out that level of detail and she said she will need that. The USDA needs to see that both owners acknowledge that the village garage is under control and operation of the village.

Mark asked when the village can expect the money. Rob said the staff at USDA and Sen. Welch's office make no promises. He is hopeful that by August Washington will have moved forward on this, but no one can predict how it will go. Sometimes they approve funding even after the fiscal year starts. Sen. Welch is submitting what used to be called earmarks in whatever bill he feels is appropriate. Erik said generally these are included in the omnibus spending bill.

Carl asked if Rob could describe the process after the village receives word that funding is approved. Rob said the village has decided to be proactive in terms of advancing the ball. They recently allocated some ARPA money for LCPC to proceed with issuing an RFQ to hire an architect and engineering team for design and permitting and potentially even project management or construction management.

Carl asked, the architectural or engineering firm would work on clearing all the required environmental review steps? Rob said yes, that is the goal. The RFQ has yet to be issued. We at least want the firm to prepare to request permits from federal agencies.

Carl asked, if the congressional discretionary spending is approved in August, then the grant agreement requiring the MOU between town and village would be needed before the architectural firm could do anything? Rob said the village can get the ball rolling with the consulting team as soon as the team is ready because they are using ARPA money. The USDA will require documentation and verification. There will be an administrative transition from local funding to grant funding. We will take the project as far as we can with ARPA funding, then continue with grant funding to get the final design and move forward with bid documents and hiring of a contractor.

Ken asked Rob if it is his understanding that without the MOU the village is wasting money from this point forward. Rob said it was made clear to LCPC that the village's intent is to move forward with or without the congressional discretionary funding. If that is not awarded LCPC will work on finding other funding. The MOU will be critical for any state or federal funding. They will want assurance that the two owners agree that the building is under the control of the village.

Erik asked, didn't the USDA manager say it would be better to keep the village as a sole grantee? Rob said yes. Her recommendation was to keep it as simple as possible. The MOU checks a lot of boxes and simplifies the process on the agency's end. In the version of the MOU he saw it seems pretty clear that both parties agree the village garage is under control of the village. That was satisfactory to the USDA manager for the village to be the grantee. The request for the congressionally directed funding came from the village, implying that the village would be the grantee.

Duncan said we are referring to the MOU, but is he correct in thinking that what they are really looking for is some form of written assurance that the village has operational control of the building, not specifically that MOU or any MOU? Rob said he thinks that is safe to say.

Ken asked, if we pursued a joint grant that would eliminate the town from receiving any of the same funds, right? Rob said he didn't specifically ask about that but his perception is that they wouldn't give the same community multiple awards. Erik said that is definitely true for the BGS grants. The village and town are separate entities and are both separately considered eligible.

Rob said his understanding is that the town did request some congressional spending and was notified that they didn't make the cut. That had nothing to do with the fact that the village was also seeking congressional spending, but they would probably not want to give two awards to Johnson. The congressional spending window is closed. There is an opportunity coming up for the regular USDA grant program. The town is an eligible applicant and could apply.

**5. Discussion and Possible Action on Jointly Owned Property MOU**

Eben asked, there is no signed copy of the MOU, correct? Erik said there is a copy the trustees signed. Is signing really necessary, since the minutes of a previous joint meeting show that both board approved the MOU? Eben said that would probably take a legal opinion to answer. The town is mostly worried about liability. We do have a legal opinion stating that the MOU does not remove liability. The town has questions about whether the village would be willing to sign a hold

harmless or indemnity contract that removes liability from the town and whether the town's insurance company would view that as valid. What are the village's thoughts on that?

BJ said the trustees would have to have Erik look into it and advise them.

Eben said if the village signed a hold harmless indemnification for the village garage, holding the town harmless, it would only be fair for the town to sign a similar document holding the village harmless for the town garage. We would have to check whether such an agreement would be accepted under our insurance policy.

Erik asked if the town's attorney has provided basic language he would like to see. Eben said no. The town didn't want to pay an attorney yet without knowing whether the village is open to the idea or having an answer from the insurance company. He thinks the selectboard is okay with paying to get language from an attorney if the village is okay with the concept.

BJ asked is if this is the same concept as each entity having its own building. Erik said that would take longer to accomplish. Eben said it would accomplish the same thing but would be a different process. Erik said he would suggest that even if we move in the direction of separate ownership we should do this first. Duncan said he thinks that is good idea. He thinks the selectboard would be willing to pay the attorney's fees to get a draft hold harmless indemnification that the town would sign for the buildings it manages. He thinks that would protect both entities.

The trustees all said they agree to this concept.

Ken said it seems that the selectboard may not stick with the MOU that was previously agreed to, but the selectboard already used the MOU to its benefit to install a mural on the town garage. Now that the village needs the MOU for employee safety there seems to be a big issue. Eben said both boards have recognized that the MOU has holes. With the village consenting to a hold harmless clause, it makes things clearer. The town is willing to pay the attorney fees for a draft.

The selectboard agreed to promptly pursue getting a draft hold harmless indemnification.

Erik asked if having the hold harmless agreements in effect would make it easier for the selectboard to sign the MOU. Eben said yes.

Eben suggested that the village check with PACIF and get an answer on the insurance question while the selectboard gets the draft hold harmless document.

Ken asked if the hold harmless agreement will apply to any solely controlled building. Eben said he doesn't see why it can't include the salt shed and smoke house. Duncan said he would like to rely on the attorney's thoughts about the best way to approach it. From his perspective, it is something the town would be willing to sign to protect the village.

Carl asked if the two boards would agree to having some modifications made to the MOU – for instance, putting in a definition of operation costs to make it clear how far the shared expenses go and how costs are to be paid for things like lights or heat. He couldn't tell from the MOU how the cost of mowing at the municipal building would be handled, for instance. Erik said Rosemary splits

the cost of landscaping, etc for joint buildings. Ken said he doesn't believe the village would have an issue with that being stated in the MOU. Eben said he is fine with the clarification Carl suggests.

Erik said he suggests changing the line in the MOU that refers to "change in value" to refer to "reduction in value" instead. Duncan said if we crafted the hold harmless well it would obviate the need for that language at all. Erik said that is true. We could remove a lot of language.

Ken said he would support Erik working with Carl to come up with agreeable terms for the MOU. Erik said first we will get feedback from the attorney on whether the hold harmless agreement should just be for the garages or for all solely controlled buildings.

**6. *Updates on LCPC Work for Town and Village***

Rob Moore said the EPA was amenable to conducting a Phase 1 brownfield assessment on just the footprint of the village garage building (the building envelope inwards) using brownfield money LCPC has. They were clear that they would not authorize a Phase 2 assessment or funding to remediate any brownfield issues identified in the building.

Rob said the town has received a proposal from a consultant to do a scoping study on rehab and flood control for Scribner Bridge. The study will start soon. It will provide a list of recommendations for historical preservation of the bridge and flood management adjacent to the bridge

Seth Jensen has been the point person working with the Community Development Block Grant for Jenna's Coffee House. They just got an award from the LCPC board last night for that project.

LCPC is working with the town, village and library on something related to Railroad Street. Rob is not fully up to speed with that, but the ball is moving forward on that front.

LCPC recently submitted an application on behalf of the village to study extending sidewalk west toward the skatepark and mobile home park. Rob is optimistic that will be awarded. His understanding is that the town might be interested in working towards improving the existing conditions of Railroad Street for bike and pedestrian connectivity related to the rail trail. LCPC is very willing to help with that.

Mark said he was on the committee for the Main Street project. They were thinking about extending the sidewalk to the west. The minutes of those meetings may be available. They had a plan drawn up for sidewalk extension. Duncan said there were pretty detailed plans. Erik asked about what year that was. Duncan said around 2010-11.

**7. *Discussion, Possible Action re: River Road East (Manchester Property) Stormwater Concerns and Cost Sharing***

Erik said CJ Manchester called this morning to say he had a conflict and could not make this meeting.

Ken said the village is willing to pay 50% of the cost of repairs already done on the condition that any remaining culverts within village limits get filled with concrete. The village will split the cost of filling them with concrete with the town. That was Eben's suggestion. Eben said it was a sarcastic suggestion. Ken said it was a good suggestion.

Eben said this is the first rain since the last joint meeting so it is the first opportunity to determine whether the catch basins are needed. The town is not going to fill anything outside of the right of way. Once the board has information on whether they are needed the only way he sees to get them filled would be drilling a hole and pumping from the road. Ken said that would be cheaper than fixing road washouts. Eben said it could be. Washouts can be expensive.

Eben said future work and the work already done are two separate items. The town has already funded repairs to one catch basin and is willing to work with the village on future repairs to others.

Erik said the question is whose stormwater structures they are. If you go by the most common legal definition being used by other towns, private stormwater systems are elements controlled by individuals or corporations (not by the town, state or federal government) that carry water that drains from any private property. That system drains the Manchester yard and roofs, so by the most common definition it is private.

Eben said it also drains water off the road. Duncan said a good example of a private stormwater system would be the one in the Sterling Market parking lot. It collects stormwater and is solely under the jurisdiction of a private entity. Neither the village nor the town has anything to do with it. He thinks it discharges into the Gihon. In the case of the Manchester structures, it's hard to know who did what when. CJ probably doesn't know either. Henry Manchester may have asked someone from the town or village. Who knows? Duncan suspects there was a culvert there at one point with a drainage ditch that drained to the river and then at some point the Manchesters added their truck hub catch basins and pipe to the river and filled in the ditch. He agrees that the Manchesters probably have some responsibility.

Lynda asked if water goes into the structures. Ken said there is standing water in one.

Ken said the village will pay 50% of the previous repairs on the condition that the remaining structures are filled. Other than that, the village will not contribute funds for the repairs. Eben said the selectboard will take that into consideration.

**8. *Discuss and Possibly Sign Compromise Stormwater System MOU***

Ken said Erik composed an MOU on stormwater drainage. Eben said he asked Erik whether that MOU negates the village charter. If it doesn't, is it worth considering? The charter states that the town will give the village 10% of the grand list to be used by the village for building and maintaining sidewalks, curbs, gutters, sewers and drains and that this payment relieves the town from any liability or expense for sidewalks, curbs, gutters, sewers and drains in the village. He is not personally supportive of the proposed MOU because it is not in line with what other people who know the history of the town have described as town and village responsibilities.

Ken suggested tabling this until the boards have more answers to the questions. He asked if Eben talked to Gordy Smith. Eben said he did. Gordy gave an example of a situation where the town and village worked together and shared cost 50/50. He didn't give a clear answer on the handshake agreement between town and village on responsibilities.

BJ asked if anyone knows when the handshake agreement happened. Have different people assumed different things over the years? Ken said no one has anything written down. Different people won't agree. We just need to come up with our own agreement now in writing.

**9. Discussion on Joint Bidding Process for Fuel Purchasing and Possible Firm Choice to Conduct Bids**

Ken said he believes the village would be happy doing what we did last year (the village chooses a propane vendor and the town chooses a fuel vendor) and would also be happy to look into CES, the firm Carl is suggesting.

Carl said the last couple of years, when gas and diesel prices were fluctuating, CES recommended locking into an adder amount above rack price for gas and diesel. For heating oil and propane they were getting a fixed price, typically for a 12 month period. Some years they got a fixed price for a shorter period. One year they suggested locking in early, in March. If the boards are interested in dealing with CES we will need a good estimate of the quantity of fuel that would be purchased at each location, based on actual purchase history. They would also need to know the size of the tank at each location (to know how often the vendor will need to deliver.) And before they go out to suppliers they would need to know whether we want automatic delivery or want to call each time. Erik said we would want automatic delivery. Carl said they will also need to know the physical location of each tank or building.

Duncan asked if they require a contract. Carl said CES would ask the village to sign a 2-page agreement for propane and the town to sign an agreement for the products the town uses. He recalls having to sign that agreement just once, after which it was renewed each year. CES charges a commission, maybe around 4.5 cents per gallon. Eben said he thinks the commission was lower. Eben said he thinks the commission would amount to about \$1500 for fuel oil, but being told to lock in at the right time could save us \$8K. It is a risk but he thinks it is smart for the taxpayers. The boards could make similar motions to last year or go out jointly.

Ken asked if Erik can come up with all the information Carl listed for propane. Erik said yes.

Ken asked, in Carl's experience using CES worked out better for the town? Carl said yes. They are on top of these matters. Before the market for gas and diesel started spiking his town used to lock in on gas and diesel. One year they locked in and then the price went way down and selectboard members complained. But over the whole span of time the town used CES, it was to the town's benefit.

Ken asked if we would also check with our past suppliers to get a price and see if it was competitive with CES. CES could give us an idea of their price before we enter a contract, right? Carl said yes, they can give us a price or they can tell us what price multiple dealers are offering and we can pick one or say no thanks to all of them. Ken said he thinks we should check with last year's suppliers.

**BJ moved that the selectboard select a vendor for heating fuel and diesel fuel and that the trustees choose a vendor for propane, Lynda seconded and the motion was passed.**

**Mark moved that the selectboard select a vendor for heating fuel and diesel fuel and that the trustees choose a vendor for propane, Shayne seconded and the motion was passed.**

**10. Discussion on Condition and Future Plans for Old Mill House**

Eben suggested that members of each board think about future potential uses of the old mill house as well as possible upgrades needed and possible alternatives to painting and email them to their administrators and chairs. Then maybe we can come up with a list.

Duncan said he thinks that is a good idea. As an alternative to painting, which he thinks would be very expensive if it were done the way it is supposed to be done, would people consider residing the building or putting siding over the existing siding? And would we consider possibly subdividing the old mill house from the rest of the lot and selling it? His belief is that it would provide a key spot for something related to the rail trail, such as a hostel, mini campground or bike repair shop. Eben said he thinks a bike campground would fit well with the area.

Ken said the trustee board has no money for the old mill house. If the town wants to take it over, it can. Eben said that is something the selectboard can consider. He hasn't heard interest in that in the past from the selectboard. Duncan asked if the trustees have talked about that. Ken said they have. The village has no funding available for the mill house. They have several other projects going on. He thinks it would muddy the waters for both parties to stay vested. A single party could move faster.

Lynda asked if there would be a transfer of ownership. Ken said the town would have control, as described for other properties in the MOU, and if they wanted to sell they could ask the trustees.

Lynda said she thinks Duncan's ideas are good. She has looked into hostels and she has looked at that building. The paint is falling off. It is lead paint. Residing it would be possible. It would be nice if it were used for something related to the rail trail, but what would happen to the food shelf? It is important and it needs a fair amount of space. Duncan said there is office space in the lower storage building that is used by the rec department. He doesn't think they need all of it. Eben said the last he heard that space was full.

Ken said if we are going to subdivide one small parcel he thinks we should subdivide all parcels as previously discussed. Eben said if there was subdivision maybe the deeds could state that if there was ever a merged entity in the future the owner would be required to sell the lot to the merged entity for a dollar.

Eben mentioned that the village charges its enterprise funds rent for use of jointly owned buildings. He feels the town, as joint owner, should be paid 50% of that rent. But the selectboard hasn't discussed that.

Selectboard members asked for clarification on what Ken is proposing. Ken said he is proposing a change to the MOU stating that the town would have 100% responsibility for the old mill house, rather than 50% responsibility. It would also say that if the town wants to sell the property the village would release it.

#### ***11. Discussion on Condition and Future Plans for Lower Storage Building***

Eben asked if the village has any funding for insulation, etc. for the lower storage building. Erik said its current use doesn't require it to be heated. If we were to stabilize the heating system and turn off the heat that would save us \$14K to \$15K a year in fuel. We wouldn't want to disable the heating system so it couldn't be used again. That building probably will be the backup water and light garage while the village garage is being rehabbed.

Mark asked if Erik feels comfortable that if the heating system is stabilized the foundation won't move enough to break the pipes. Erik said he doesn't think it will.

Erik said there is a possibility that there will be a much better heating system available for that building – the boiler that is currently in the village garage.

Ken said we could get some quotes on insulating. He knows we have to do some repairs to the raccoon damage. He suggests that the town and village together stop the pest situation and repair the damage. Erik said when the insurance adjuster came though looking for problems he had a thermal camera and he found a lot of insulation slouch. Maybe foam would be better.

Duncan said he talked to Greg Tatro, who said he would be concerned about not heating the slab at all for fear of breaking the heating system. Duncan suggested finding someone to give a professional opinion on the effect of turning off the heat. He doesn't know if there is any glycol in that system. Ken said they generally have glycol in them. Eben said maybe 5% of heating systems in commercial buildings have glycol. An evaluation would tell us if ours does.

Rob said there are funds from the state Municipal Energy Resilience Program that could be used to have it assessed. Eben said the town prioritized the town buildings for assessment through that program. He doesn't think that was one of the top priorities. Rob said it is not too late to reconsider the prioritization list.

Erik said the village's MERP money has to go toward its village garage project. The assessment is free, but the money for the associated energy upgrades has to be used for the garage. An assessment request for the lower storage building would need to come from the town.

Eben said the town garage and the municipal building were the top priorities for the town. Erik said the village garage and the wastewater treatment facility were the top two for the village. Duncan asked, was the state going to accept the assessment that was already done for the village garage? Erik said that was backpedaled. The person who said it could be accepted didn't actually have the authority to make that decision.

Erik asked, if the village put the lower storage building as its #2 priority and got an assessment on it, would the town be able to apply for grant money to do the upgrades? Rob said he believes so. He would have to look into that with BGS. Ken said he would have no issue with the town doing that.

Duncan said if the town's first choice, the town garage, is approved, that will probably take all the money available to the town.

Shayne asked, these assessments can be used to qualify for other pots of money, right? Rob said yes.

Mark asked if the main purpose of the assessment is to decide whether to keep the heat on. Ken said also to find out what it needs to keep it up to par. Erik said he is hearing enough from people who know more about concrete that he is convinced we should keep some heat on.

Ken asked if Rob can check on the question of whether the village can get the assessment and the town can get the funding for upgrades. Rob said he will look into how many buildings the consultant will be willing to assess. He doesn't think he will be able to find that out right away. He is hearing that both town and village already have other buildings identified where they want to use



funding for implementing changes. Erik said that is true for the village. Duncan said the town won't really know until we get the assessments. If nothing else, an assessment might be useful in helping us allocate our scarce local tax resources in making the right investments for that building. Eben said if we had an assessment done then maybe we could talk in the fall about budgeting for some work.

Ken said the village will consider requesting an assessment for the lower storage building as its second priority, just for the knowledge of what that building needs.

**12. Discussion on Costs and Feasibility of Proposed Merger Plan**

Eben said the town and village got a quote from CGR of \$59K to develop a merger plan, which would be the next step in continuing the discussion about a merger. Where does the village stand on continuing discussion and sharing the cost of a merger plan?

Ken said the village has received no direction from voters to spend money on this. We were asked to continue talks. It would have to be an article on the village meeting warning. His guess is that it would mean a 25% tax increase for the village.

Eben said if the village voters approve the development of a merger plan the process will include public meetings. If the village is going to have an article on its warning maybe we should get an updated quote closer to when the articles are being developed.

Lynda asked if the merger was discussed at all at this year's village meeting. Ken said we were asked if we were continuing talks and we said yes.

Eben asked if the village has any ideas about continuing talks without spending money. Have the trustees agreed to add it as an article? Ken said no, they can consider it. When the merger study was done, the village did not pay 50%. He thinks they paid around \$4K. Erik said he thinks that was about a third of the cost.

Ken asked what the end result of the merger plan would be. Would it be a finalized merger plan that could be signed and moved forward or would we be doing this again? Eben said it would get us to a vote. Part of a merger is having a merger plan.

Ken said there has been no shown benefit for town and village to merge, or very minimal benefit.

Eben said a merger plan would get it on the ballots and voters could choose. Mark said he would hope the plan would give us something to tell the voters. He can't tell voters now whether a merger would be good or bad. Shayne said he was asked when he was running for the selectboard what his position on a merger was and he had to give a pretty unfulfilling answer because he doesn't know yet what a merger would look like. Mark said he is supportive of moving forward with a plan so he is informed when he talks to voters. BJ said we had a small study done already and it said a merger didn't really benefit either side. Now we are talking about throwing more money at the question. Eben said this would be more comprehensive. The previous study missed some things. Being informed is never bad.

Eben said the trustee board needs to decide if it is willing to have an article on the next village meeting warning that asks for 50% of the cost of a merger plan. If the trustees are not open to that he is open to continuing discussions but the village will have to recommend how to do that.

Ken said we had a merger committee that came back with some numbers. Eben said that was preliminary. Ken said he thinks if the merger committee met again they could work on it some more and come up with better numbers. Eben said he is not sure what numbers we would be looking for. A lot of assumptions were made in the spreadsheet the committee came up with. He would be happy to work with anyone on the trustee board if the selectboard tasks him with it but he needs direction.

Ken asked if Eben is suggesting doing nothing until April. Eben said the village needs to decide if they want to have an article on a merger plan. If they don't, he believes the selectboard is willing to continue discussion but the village will need to direct it.

BJ said he doesn't think the subcommittee could come up with better numbers because we still don't know the answers to all the assumptions. Eben noted that when Waterbury merged, they did lose village PILOT money. But then they formed a utility district and that district got the PILOT money back.

Ken said he will suggest that his board discuss whether to have an article on a merger plan on the village meeting warning. Before they created an article they would request updated pricing.

Duncan said the selectboard may end up doing the same thing. The town doesn't actually have money in its current budget either. The benefit of having an article is that it gives some indication of what the voters want.

Steve said he would like to know what we would be getting for the money. Will they be able to give us an estimate of legal expenses and other unknowns, not just the change in taxes, which is easier to figure out?

Shayne said a lot of the things we will get out of the study are answers to questions asked tonight. The goal is to create a plan that can be brought before the voters and voted on. Speaking for himself as a member of the selectboard but also a village voter, he doesn't think showing up to meetings and saying we are discussing the merger really constitutes discussing it. We really haven't made any movement in two years. This makes it more clear to him that we need an unbiased third party to look at this so it is not just people giving their opinions. He would like opinions from people without personal investment. There is a lot of personal investment around this table.

BJ said what we were told by residents was to go forward with a study and see if a merger had any major value. We did that. We have already met our obligation.

Mark said he doesn't want this to be like the economic development article where the selectboard is selling it to people and the trustees are saying they don't want to do it. If the selectboard is going to say we think this merger study is important so we are educated, he would like to know whether the trustees will also be supportive of it if it is on the village warning.

Ken said the trustees will discuss this and get back to the selectboard.

**13. Discussion on Future Plans for the Backhoe**

Eben said he asked to add this item to the agenda. There is no major update as of yet. The backhoe is jointly owned. The town crew is interested in keeping it until the town redoes its capital equipment purchasing plan and sees if there are other feasible options.

Erik said he has talked to Nate about the backhoe. The village uses it about a quarter of the amount they agreed to pay for. Ken said he thinks the village position would be that when it is time to trade or sell the backhoe, the village will sell its share outright, get its 20% and rent in the future. Erik said the village would like to set up an agreement that it can rent the backhoe from the town in an emergency at the prevailing rate.

Eben said no decisions have been made about selling the backhoe. Ken said we will keep going as we are and when the town is ready to trade or sell we can talk about it.

Duncan said when the last backhoe was purchased the town and village agreed to keep a log book and record hours of usage. Has that been done? Erik said he believes the village is keeping numbers. He is not sure about the town, but we can subtract the village hours from the total hours to get the town hours.

Ken said he thinks the shared backhoe has benefited both town and village in the past but with the amount of time the village is using it now, it would be better to rent as long as the town would agree to let the village rent its backhoe in an emergency. Erik said for the village a mini backhoe is better at least 90% of the time.

Ken said for now the village is happy with the current agreement.

**14. Set Date for Next Joint Meeting**

Eben said he thinks some of these items don't need to be discussed in a joint meeting. As long as communication can happen between meetings he thinks the two boards don't have to meet again until joint pay and benefits changes are discussed. Erik said the indemnification agreement could be signed separately by the two boards. Eben said even if the boards have questions about it that need clarification, that can happen without a joint meeting. Ken said he would love to meet in August when it comes time to approve the indemnification agreement. Eben asked Erik to propose a date to Carl and/or Beth. Ken suggested August 16 or 23 as possibilities.

**15. Adjourn**

The selectboard and the trustee board adjourned at 8:11.

*Minutes submitted by Donna Griffiths*