**Canaan/Stewartstown**

**Joint Sewer Commissioners**

**Meeting Minutes**

**January 10, 2023**

1. Open Meeting – Chairman Haven Haynes Jr. opened the meeting at 5:42 PM. Those present included: Haven Haynes Jr, Al Buckley, Mark Bullard (Canaan Selectboard), Dwayne Covill, Allen Coates, James Gilbert (Stewartstown Selectboard), Zachary Brown, and later joined by April Busfield at 6:10 PM.
2. Approve Minutes for November 14, 2022- Minutes were distributed to all board members prior to the meeting. All reviewed the minutes. The November 14, 2022, meeting minutes were approved as written on a motion made by Allen and seconded by Al.
3. Additions or Deletions to the Agenda – No additions nor deletions were made to the agenda.
4. Operator Report – Upon April's arrival, she reported that nothing significant had happened to the plant since the last meeting. She only noted that the inspection did happen with just a member of the Canaan Selectboard, Al.
5. Report on Inspection – Al reported that he completed an inspection with April today around 12:30 PM. April and he went around to every pump station except for the ones in Stewartstown. Nothing major stood out to him. He did report that the soap was leaking in the bathroom at the Treatment Plant and would need to be cleaned and fixed. He also was concerned that none of the electrical panels had locks at the pump stations. He is concerned that someone will tamper with them. Mark stated that locks aren't allowed in a setting such as that and said it is an OSHA violation. Al also reported that the Camp pump station failed in December, and only one pump was operational. Mark clarified that it was a temporary pump and that a new one was looking to be purchased.
6. Other Business –
   1. 2023 Budget – Zachary distributed the 2023 budgeted expenditures to all board members and noted to only focus on the Sewer Plant Expenses as they were the expenses shared by both boards. Mark said that Contracted labor went way up as the Solar Bee contract increased significantly. James asked why plowing wasn't included. Haven and Mark both said it is an expense incurred by the Highway Department, not the Treatment Plant. Haven stated that the budget only increased by $1,677 from the 2022 actual expenditures. Allen asked for a justification for the approximate 10% increase in salaries. The Canaan selectboard let them know that the raise was twofold. The first is that the cost of living increased by 8.5%, and the extra 1.5% increase was to offset the decrease in benefits to employees when, in 2024, employees will be made to pay a portion of their insurance. Allen was satisfied with the justification. Mark commented that no job in the North Country offers 100% of health insurance, and James agreed. Mark noted that a family plan in 2023 will cost approximately $28,000 to $30,000. Allen questioned why contracted labor went up by almost $9,000. Mark and Haven said that the increase is attributed to the Solar Bee contract to remove sludge from the lagoons. James asked about the sludge sled. And Haven noted that this program removes the proper amount of sludge and grinds it up so the lagoons stay at the right level of bacteria. Dwayne asked why the budget line item of Stewartstown’s Portion of Bolens was left blank when the 2022 actual was $31,624.38. Mark and Haven said that it is because the revenue comes in and is immediately expensed. Dwayne asked why it wouldn't still be budgeted for. Mark said it is because it can't be determined. Dwayne then asked if the increase would be only $1,600 or if it would be more like $31,000. At this point, April and Zach clarified that the expense could not be determined from year to year, so it is a current expense and is determined in the year. However, the expense is not a concern for Stewartstown as it is only 46% of Bolen's Septic septage revenues. The Stewartstown board had no further questions. They understood the increase and were looking for clarification.
   2. Agreement between Canaan and Stewartstown – Haven opened discussion on the agreement and the draft that was received from Canaan's attorney. The boards initially discussed how they both wanted to move forward with this agreement, as it has continued for a long time. Allen asked Haven what the attorney had thought about Stewartstown's drafted agreement. He assumed that the lawyer would read over that agreement and make changes, not re-write the preexisting deal from the 1970s. Allen said that Canaan has already accepted this agreement as it is practically the Dispatch agreement with some different verbiage and language. Mark stated that the agreement drafted by the attorney is a legally binding contract with which an attorney has prepared it. Haven said that there are different rules and regulations between Vermont and New Hampshire, and since the Treatment Plant is in Vermont, the contract must be drafted according to those rules. Allen asked if he could see the VSA that stated this.

Allen asked what fault the attorney had found with Stewartstown's agreement. Haven said that he needed more time to ask the attorney to view Allen's, too, as it took so long to receive Canaan's drafted agreement. The Stewartstown board was in agreeance that the draft was more complicated to read and fully comprehend. The Stewartstown board found several basic errors in the agreement that they would like changed, including incorrect phrasing, distribution of rights and responsibilities, word choice, or incorrect working entirely. Allen noted 1.1, where it stated that the plant is named the Canaan Treatment Plant. He reminded the boards that the plant is jointly owned. 54% by Canaan and 46% by Stewartstown. Allen also asked for clarification on whom the building was deeded to. Mark said the land belongs to Canaan, and the building is jointly owned, but he is unsure about to whom it is deeded.

James commented that 1.3 states the collection system is owned by Canaan. Mark told him this was referencing the collection system from where Stewartstown connects to the system. Mark said that the agreement is to protect everyone, not just Canaan. That is why it needs this legal jargon. Allen wanted clarification on the second sentence of 1.6, stating that Canaan controlled all finances and management. He understands that Canaan manages the accounting/financial duties, but the management should be joint. Mark clarified that this was surrounding the financial management of the treatment plant, not the day-to-day management. Dwayne asked if there was a section dealing with personnel. The Canaan board said yes, later in the agreement. Mark said he believes the best solution is for the Stewartstown board to take the agreement back to their meeting, mark it up with suggestions, errors, or changes and forward that to their attorney. Allen wants the Stewartstown agreement to be sent to Canaan's attorney. Mark asked if Stewartstown had sent this agreement to their attorney yet. Dwayne said no, as they only received it last week.

April reported that she had gone through the agreement to define the two systems better and add the updates since this original agreement was completed. James asked if all the definitions and descriptions were necessary. April explained that they are as they would be needed to see who is responsible for what pipes. Mark said that if these weren't included, no one would know who owns what and who is responsible for the repair and upkeep. Dwayne readdressed Mark's idea about taking the agreement back and discussing it at a Stewartstown Board meeting. He thought it would be a good idea and said he hoped to get this finalized soon. The other board members agreed. Mark and Al reiterated that the agreement protects both towns and their interests. April said if the board members would like to get together with her to revise the agreement, they could do so. Dwayne said this needs to be finalized before the next quarterly meeting.

* 1. Quarterly Charges – Loan – Retirement- Haven opened a discussion on the quarterly charges. Mark said the most significant thing is the loan repayment, which has not been paid since the loan was taken out. Haven reported that he looked through the paperwork surrounding the project and the USDA loan. Although he can't see where Stewartstown signed off on the loan, he knows the amount they must pay. The Canaan board agreed that they couldn't see a loan being taken out for the project if both boards didn't agree to the terms. April said that she remembers that Allen and Greg Noyes did meet and discuss what the extra funds would go towards. She reported that the USDA loan was used to upgrade the plant, including telemetry, piping, Muffin Monster, and ramp. James mentioned that Greg was most likely the Chairman at the time of the loan, hence why his signature is the only one on the loan agreement.
  2. April suggested that since the loan went towards the septage receiver, the money received from Bolen's Septic from outside septage should be used to pay the total amount of the loan. After the loan was paid, the excess could be distributed to the towns accordingly. Dwayne asked his fellow board members what their thoughts were. Allen said it needs to be discussed at the next Stewartstown Selectboard Meeting. No further discussion was had.

7. Adjourn Meeting – A motion was made by Al and seconded by Dwayne to adjourn the January 10, 2023, Rec Park Committee Meeting. The motion carried unanimously in the affirmative. Chairman Haven Haynes Jr. adjourned the meeting at 6:30 PM.