

Edward Farrar Utility District

Commissioners Meeting

Wednesday, April 9, 2025

Steele Community Room, 28 North Main Street, Waterbury, VT

Attendance: P.H. "Skip" Flanders, Natalie Sherman, Bob Finucane, Cindy Parks, Rick Weston

Staff: Tom Leitz, Bill Woodruff, Kia Winchell Nealy

Zoom: Kenny Ryan, Grant McCracken, Anne Imhoff, Amy Marshall Carney, John Lincoln

Audience: Lisa Scagliotti

The monthly meeting of the Edward Farrar Utility District was called to order at 4:31pm.

AGENDA

R. Weston made the motion to approve the agenda as presented.

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

PUBLIC

n/a

WARNING FOR THE MAY 14, 2025 ANNUAL MEETING OF THE EDWARD FARRAR UTILITY DISTRICT

Concerning Article 3 on the Warning for the Annual EFUD meeting:

* T. Leitz believes having people run for boards is difficult ... there should be a reasonable increase to the stipends offered board members (similar to pay increases staff would receive). As well, an e-mail from the town's attorneys indicates the dollar amount compensated to district officers should be noted. But there is the option to not indicate the amount.

* N. Sherman mentioned it's been since 2017 that board members have seen an increase in their stipend.

* R. Weston believes compensation is not a factor for someone who is interested in joining a board.

* EFUD chairman is currently compensated \$1,450. Other board members; \$1,200. The EFUD clerk/treasurer; \$1,200.

After much discussion about amount of compensation, it was decided Article 3 will read:

"To set the compensation of the District officers for the ensuing year as follows: \$3,000 for the District Clerk/Treasurer, \$2,000 for the Chair, and \$1,500 for each district Commissioner."

Concerning Article 7 on the Warning for the Annual EFUD meeting:

T. Leitz reminded the EFUD board that only articles warned for a meeting can be discussed. (Without being warned, any other topic brought up for discussion would not be considered.) It is not necessary to include Article 7 on the warning ... but it would give people the opportunity to address other concerns. The Edward Farrar Utility District board members have no concerns leaving Article 7 on the Warning.

R. Weston made the motion to adopt the Warning with the amended articles, for the May 14 Annual Meeting.

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

MINUTES-OF-THE-MEETING FROM MARCH 12, 2025

Under the topic of The Washington West Ice Center, B. Finucane suggests my notes read; "After much discussion, the commissioners concluded that no further action on this matter is necessary."

R. Weston made the motion to adopt the Minutes-of-the-Meeting from March 12, 2025 as amended. B. Finucane seconded the motion.

A vote was taken and passed unanimously.

EDWARD FARRAR UTILITY DISTRICT CONTRACT FOR SERVICES DOCUMENT

- * T. Leitz noted that one piece of information missing from the contract as presented is the payment.
- * R. Weston inquired about the costs that are being compensated.
- * S. Flanders asked about paying by the application or a flat fee.
- * On page 7 (Addendum A:) under (6) the wording "... and other members as contractor determines appropriate." There are questions as to why the CONTRACTOR would determine what members are APPROPRIATE.
- * Anne Imhoff asked if people already on the UDAG Loan Review Committee will have reapply to Revitalizing Waterbury?
- * It was mentioned, as written it appears Revitalizing Waterbury will have to select the committee members.
- * S. Flanders noted there is no mention about how many members are needed for the committee. Six are currently on the committee. Flanders would like to see a five-member review committee.
- * C. Parks suggests decisions be made by a quorum.

By consensus, the EFUD commissioners agree to have the contract reviewed at a future EFUD meeting.

UVM STUDENTS AND THE WATERSHED PROJECT

C. Parks reported that the UVM students made a second site visit to the Water Shed area. B. Woodruff, along with several other people, hosted four students on the second tour of the Waterworks. Since that visit, Parks has received a revised report on the project. Parks has requested a hard copy to present to the EFUD commissioners.

The report includes:

- * Data log.
- * GIS Story Map of the Waterworks.
- * Updated documents with suggested management plans.
- * A sample educational pamphlet.

Parks mentioned there are two presentations scheduled by the UVM students: April 25th the students will present the results of their project(s). A poster presentation will be made at UVM on May 1st.

ROUTE 100 CROSS-COUNTRY PROJECT

B. Woodruff reports:

- * He has met with a funding agency.
- * An archeology resource firm has been chosen to assess the area that will be under construction.
- * A Request For Proposal has been issued for the completion of the engineering.
- * The updated project cost estimate (to take us from Guptil Road cross-country to Route 100) falls under the grant money EFUD has.
- * T. Leitz noted the federal grant is \$2.23 million ... and the state funding is slightly less than \$600,000 and needs to be spent by the end of 2026.
- * The State of Vermont will pay 20% of all invoices submitted from the project's inception.
- * S. Flanders would like to do a Power Point presentation of the Route 100 Cross-Country Project during EFUD's Annual Meeting on May 14, 2025.

KNEELAND FLATS TRAILER PARK

Mr. Peck – owner of the Kneeland Flats Trailer Park - has concerns about the unusually high usage of water (and ultimately cost) of the November '24 - January '25 billing cycle. Mr. Peck feels most of the water used was driven by the construction of the new water system ... and has asked the estimated consumption/cost be based on a 14-month average vs. the estimated amount used to determine the last water bill.

B. Finucane made the motion to direct the Town Manager to compute the water bill on a long-term average of water consumption for prior to the period of construction.

R. Weston seconded the motion.

A vote was taken and passed unanimously.

B. Woodruff reports that since the completion of the new water system in the Kneeland Flats Trailer Park and with each home (68) having been outfitted with their own meters, water usage appears to have dropped drastically.

DEPARTMENT REPORTS

- * Grant McCracken and Kyle Guyette have taken and passed their Wastewater Grade II test.
- * The leak at Howard Avenue and Route 100 has not been repaired ... but the water has been shut off in that area.
- * B. Woodruff has received a proposal for the installation of a "slip lining" in an 8" sewer line on Union Street ... along with lining Union Street man-holes with a spray epoxy. Total cost; \$51,000. (\$30,000+ just for the "slip-lining.)

ADJORN

R. Weston made the motion to adjourn the EFUD meeting at 6:02pm.
B. Finucane seconded the motion.
A vote was taken and passed unanimously.

* Next meeting of the Edward Farrar Utility District:
The Annual Meeting of the Edward Farrar Utility District / May 14, 2025
May 14, 2025
kia

DRAFT

Edward Farrar Utility District Commissioners Meeting

Wednesday, April 9, 2025
4:30 pm in person at Steele Room
28 North Main St, Waterbury VT

Join Zoom Meeting
<https://www.zoom.us/join>
Meeting ID: 822 9251 7551
Passcode: 053700

- | | |
|----------|--|
| 4:30 pm | Call to Order/Approve Agenda |
| 4:30 pm | Public |
| 4:35 pm | Minutes of the Meeting from March 12, 2025 |
| 4:40 pm | Review Draft Warning for May 14, 2025 Annual Meeting |
| 5:00 pm | Consider Contract with Revitalizing Waterbury for UDAG Loan Review Committee |
| 5:15 pm | UVM Student Watershed Project Update |
| 5: 25 pm | Route 100 Cross Country Project Update |
| 5:40 pm | Kneeland Flats Trailer Park water bill discussion |
| 5:50 pm | Department Reports |
| 6:00 pm | Adjourn |

**WARNING OF THE ANNUAL MEETING OF THE
EDWARD FARRAR UTILITY DISTRICT
TO BE HELD MAY 14, 2025**

The inhabitants of the Edward Farrar Utility District who are legal voters in the District are hereby notified and warned to meet at the Steele Community Room at 28 North Main Street, Waterbury, Vermont on Wednesday May 14th, 2025 at 7:30 P.M. in the evening to act on articles 1 through 7 listed below.

The legal voters of the Edward Farrar Utility District are further notified that voter qualification, registration and absentee voting relative to said meeting shall be as provided in Chapters 43, 51 and 55 of Title 17, Vermont Statutes Annotated.

ARTICLE 1: To act on the reports of the officers of the Edward Farrar Utility District.

ARTICLE 2: To elect by Australian ballot the following officers: Two District Commissioners for a term of one year; and one District Commissioner for a term of three years

NOTE: THE POLLS FOR VOTING BY AUSTRALIAN BALLOT ON ARTICLE 2 WILL BE OPEN FROM SEVEN O'CLOCK IN THE FORENOON TO SEVEN O'CLOCK IN THE AFTERNOON AT THE WATERBURY MUNICIPAL OFFICE, AT 28 NORTH MAIN STREET IN WATERBURY.

ARTICLE 3: To set the compensation of the District officers for the ensuing year.

ARTICLE 4: To see if the District will authorize the Commissioners to combine the Property Management Fund with the Water and Wastewater Capital Reserve Funds.

ARTICLE 5: To see if the District will authorize the Commissioners to combine the General Capital Reserve Fund with the Water and Wastewater Capital Reserve Funds.

ARTICLE 6: To see if the District will authorize the Commissioners to engage a professional to identify and evaluate the advantages and disadvantages of continuing as a separate and distinct municipal Utility District, with costs paid for by District reserve funds.

ARTICLE 7: To do any other business that may legally come before the meeting.

Dated at Waterbury, Vermont the 9th Day of April, 2025.

Edward Farrar Utility District Commissioners

P. Howard Flanders, Chair

Robert Finucane,

Natalie J. Sherman

Cynthia Parks

Frederick Weston

Edward Farrar Utility District

Commissioners Meeting

Wednesday, March 12, 2025

Steele Community Room, 28 North Main Street, Waterbury, VT

Attendance: P.H. "Skip" Flanders, Natalie Sherman, Bob Finucane, Cindy Parks, Rick Weston

Staff: Tom Leitz, Bill Woodruff, Kia Winchell Nealy

Audience: Kenneth Ryan, Anne Imhoff, Maureen McCracken, Valerie Rogers, Tom Gloor, Owen-Sette-Ducati

The monthly meeting of the Edward Farrar Utility District was called to order at 4:32pm.

AGENDA

K. Nealy made a One-Leak Rule request on behalf of Barbara Maynard.

B. Woodruff made a request to discuss an e-mail concerning dog excrement.

B. Finucane asked if could direct the Town Manager to seek legal advice concerning the Ice Center UDAG loan.

It was suggested the One-Leak Rule request and the dog excrement e-mail be discussed before the department reports. The Ice Center and UDAG loan could be discussed prior to the UVM Watershed project.

N. Sherman made the motion to approve the agenda with the modifications.

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

PUBLIC

Valerie Rogers brought up the minutes from the June and July 2024 EFUD meetings and inquired about the hazard mitigation grant. T. Leitz reported that the State of Vermont is moving along on those funds.

Tom Gloor inquired if the Local Option Tax fund could be used by EFUD ... and suggested a conversation be had between the Waterbury Selectboard and members of the Edward Farrar Utility District.

MINUTES OF THE MEETING

N. Sherman made a motion to approve the minutes of the meetings from February 12, and March 5, 2025.

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

UTILITY DISTRICT STUDY COMMITTEE

S. Flanders would like a study to indicate the advantages and disadvantages of the current charter for the Edward Farrar Utility District ... and questions if a request for proposal consultant should be hired to conduct the study. Flanders suggested he and T. Leitz come up with wording for EFUD's Annual Meeting Report.

T. Leitz will reach out to Central Vermont Regional Planning and Vermont League of Cities and Towns to see if a former town manager that would understand the project and be willing to take it on.

COMMITTEE FUNDING FOR ROUTE 100 PROJECT

T. Leitz informed the EFUD board that the federal grant of 2.23 million dollars has been legally appropriated and has no time limit as to when it needs to be spent. The \$529,000 grant from the State of Vermont is a match of the federal money ... and does have a time limit on its spending.

The State money will be used for the final design and fund permits for the project.

UDAG LOAN COMMITTEE

During previous meetings, T. Leitz expressed difficulties with the current UDAG Loan Policy. (Meetings with the loan fund committee must be warned public meetings ... and it's difficult to following the open meeting law while trying to make loan recommendations in a timely fashion.) It's been determined if EFUD creates a committee, it's a public body. It is NOT a public body if staff members are appointed. EFUD could contract with Revitalizing Waterbury (the economic arm of the Town of Waterbury) to provide the loan intake and their own committee. The Town Managers could serve on the committee ... then report to the EFUD board for final approval of any loan requests.

Anne Imhoff stressed the UDAG loan is a bridge to help with other funding ... and the applicant should come to the Edward Farrar Utility District Board AFTER all other loans and monies have been secured. The applicant should also have a list of criteria and a checklist prepared before visiting the UDAG Loan Committee. A. Imhoff would like to see a statement from the EFUD board asking the applicant what the loan would be used for.

T. Leitz will report back at the next EFUD meeting with a prepared loan contract intake form for Revitalizing Waterbury.

UVM STUDENT WATERSHED PROJECT

C. Parks provided the Edward Farrar Utility District board with an extensive summary of the proposal for the UVM student watershed project. Parks pointed out that there are many incorrect facts ... and the five UVM students involved admitted they may have undertaken a project that is too much for them. They have requested more site visits and a water quality test. Parks has informed the students the State of Vermont also has standards for public water quality. The students have also suggested signage within the Water Shed area and public education about the property.

Watershed signage that was presented during the EFUD board meeting on February 12, 2025 has been approved and purchased and will be ready to install as soon as weather permits.

EFUD ANNUAL MEETING AND REPORT

The Annual Edward Farrar Utility District meeting is scheduled for May 12, 2025.

T. Leitz suggested data from the department reports should be included in the Annual Report. Also, a discussion on manhole catch pans. (\$10,000 would purchase enough catch pans to be placed under the manhole covers ... and that would help reduce inflow during future storms. Our data shows an extra seven million gallons of partially treated water flowed through the treatment plant during the last flood.)

- * It should be mentioned that the Kneeland Flats Trailer Park meters are now being read electronically.
- * The leak discovered near Howard Avenue/Route 100 is something that will need to be hired out.

THE WASHINGTON WEST ICE CENTER

The Minutes from September 14, 2022 EFUD meeting read; "

"There was a long discussion between the manager, the commissioners, and Ice Center board members about the UDAG loan from EFUD to the Ice Center. W. Shepeluck has recommended the deferment of the loan at 0% interest for 20 years, outlined in a memo he wrote in July. R. Finucane expressed concerns about that recommendation, stating it was not prudent public policy to do so. After a lengthy discussion, R. Finucane moved to re-state the principal due on the loan at \$529,800, to make the interest 0% per annum and to defer all payments for a period of 5-years to September of 2027. The commissioners at that time will reconsider the terms and conditions of the loan. C. Parks seconded the motion. The commissioners voted in favor of the motion 5-0. The Ice Center representatives thanked the board members for their consideration."

After much discussion, the commissioners concluded that no further action on this matter is necessary.

UNION UPDATE

The last text exchange between the Town Manager and the union leader indicates we are a few weeks away from final positions. T. Leitz hopes to have more information and recommendations for bargaining positions at next month's EFUD meeting.

ONE LEAK RULE

B. Finucane made the motion to approve the one leak rule request by Barbara Maynard.
N. Sherman seconded the motion.
A vote was taken and passed unanimously.

DOG EXCREMENT E-MAIL

B. Woodruff received an e-mail expressing concerns about dog excrement throughout the Watershed and posting signage about cleaning up after a dog has relieved itself. C. Parks has some concerns about the wording; instead of Water Works Property it should say public water works ... protection of public health should be indicated.

R. Weston moved to post an announcement on Front Porch Forum – as amended – informing the public about concerns of dog waste.

B. Finucane seconded the motion.
A vote was taken and passed unanimously.

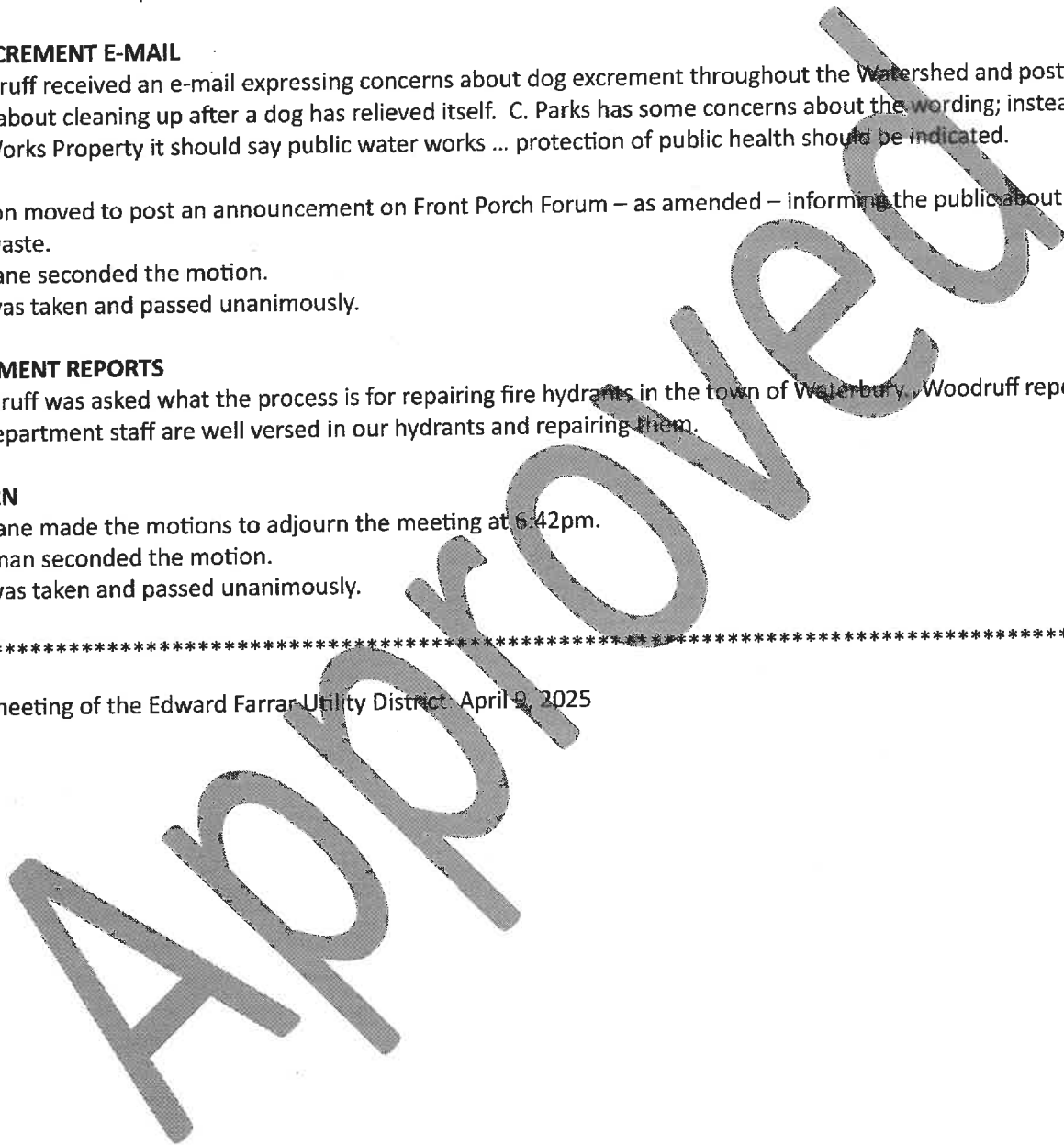
DEPARTMENT REPORTS

B. Woodruff was asked what the process is for repairing fire hydrants in the town of Waterbury. Woodruff reports the water department staff are well versed in our hydrants and repairing them.

ADJOURN

B. Finucane made the motions to adjourn the meeting at 6:42pm.
N. Sherman seconded the motion.
A vote was taken and passed unanimously.

* Next meeting of the Edward Farrar Utility District April 9, 2025
kia



EDWARD FARRAR UTILITY DISTRICT CONTRACT FOR SERVICES

This Contract is entered into this _____ day of _____, by and between the Edward Farrar Utility District, Vermont (hereinafter the "District") and _____ with a principal place of business at _____ (hereinafter "Contractor"). The District and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements, as hereinafter set forth, the parties hereto agree as follows:

1. SERVICES PROVIDED

A. Contractor agrees to perform the following services:

See Addendum A.

B. The Contractor shall perform all services required under this Contract in a good, workmanlike manner consistent with industry standards and the specifications and performance standards established by the District.

C. The District has the right to inspect and may reject any services provided by the Contractor under this Contract that, in the District's determination, are not completed in a good and workmanlike manner or that otherwise fail to satisfy the established specifications or performance standards.

2. COMPENSATION AND BILLING

A. In consideration of the services provided hereunder, the District agrees to pay the Contractor the sum of _____ as follows:

B. No payment made under this Contract shall be conclusive evidence of the performance of said Contract, either wholly or in part, and no payment shall be construed to be acceptance of defective work.

3. TERM

A. The services to be performed by Contractor under this Contract shall commence on _____, 2025 and shall be ongoing, unless this Contract is sooner terminated by the District Manager.

B. Upon completion of all the services required under the Contract and payment of the agreed-upon fee, the Contract and its mutual obligations shall be terminated. The term of this Contract may be extended only by written agreement of the parties.

C. Upon completion of the services or termination of the Contract, Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from its operations, leaving the premises in a neat and presentable

condition. In the event of failure to do so, the District may do the same at the Contractor's expense.

4. INDEPENDENT CONTRACTOR

A. Contractor and Contractor's employees, agents, servants, and other personnel are not District employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, and all other compensation or benefits to Contractor's employees, agents, servants and other personnel performing the service specified herein.

B. Neither Contractor nor Contractor's employees, agents, servants, or other personnel shall be entitled to any District payroll, insurance, unemployment, worker's compensation, retirement, or any other employment benefits whatsoever.

5. ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary or desirable in its sole discretion.

B. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, the District may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within ten days of receiving payment from the District.

C. If the District permits the use of subcontractors by Contractor, no subcontractor may perform any work under this Contract without first providing the District certificates of insurance showing all of the coverages required in Section 10 of this Contract.

6. EQUIPMENT AND MATERIALS

A. Contractor shall provide all equipment necessary to provide the services required by this Contract. All materials used or supplied under this Contract shall be of first quality and meet the specifications established by the District. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any equipment necessary for implementing the services under this Contract.

7. PERSONNEL

A. Contractor shall be responsible for compliance with all applicable Local, State, and Federal laws. Contractor shall manage its personnel without general oversight by the District and shall oversee and coordinate any subcontractors that the District approves.

B. Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to the Vermont Occupational Safety and Health Administration (VOSHA). Contractor further agrees to include this provision in all subcontracts.

C. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, color, gender, sexual orientation, religion, creed, national origin, ancestry, age, marital status, or disability.

8. INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the District and the District's officers, agents, volunteers, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of Contractor, its agents, employees, or subcontractors, in the performance of the services under this Contract. Contractor shall defend the District and its officers, agents, volunteers, and employees against all claims or suits arising in whole or in part from any act or omission of Contractor or any agent or subcontractor of Contractor. The District shall notify Contractor in the event of any such claim or suit, and Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

B. Contractor shall be responsible for protecting all buildings, structures, and utilities. All damage, injury, or loss to any public or private property by the Contractor or any subcontractor shall be replaced or restored to at least the original condition to the satisfaction of the District at the Contractor's expense.

C. Nothing in this Contract shall constitute a waiver by the District of any statutory limits or immunities from liability.

D. Notwithstanding any contrary provision hereof, all of the rights and obligations of this Section 9 shall survive expiration or termination (for any reason) of this Contract and remain in full force and effect.

9. INSURANCE

A. Before commencing work on this Contract, the Contractor shall provide certificates of insurance to show that the following minimum coverages are in effect.

B. Contractor shall provide and maintain during the entire term of this Contract the following insurances with at least the indicated amounts of coverage and provide the District a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. The Contractor's policies shall name the District as an additional insured.

C. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor shall provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.

10. NON-APPROPRIATION

A. If this Contract extends into more than one fiscal year of the District and if appropriations are insufficient to support this Contract, the District may cancel at the end of the fiscal year.

B. In the case that this Contract is funded in whole or in part by Federal or State funds, and in the event Federal or State funds become unavailable or reduced, the District may suspend or terminate this Contract immediately, and the District shall have no obligation to pay Contractor from municipal funds.

11. TERMINATION

A. The District may terminate this Contract, with or without cause, upon ten days' written notice to Contractor.

12. DEFAULT

A. The occurrence of any of the following shall constitute a default by Contractor and, if not corrected within ten days of the District providing Contractor written notice of the default, shall allow the District to terminate this Contract:

- (1) failure to adequately perform or deliver the required services;
- (2) if applicable, failure to provide the required bonds or other security acceptable to the District before starting any work;
- (3) declaration of bankruptcy by Contractor;
- (4) making a material misrepresentation to the District;
- (5) violation of any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
- (6) failure to perform any material provision of this Contract.

B. Upon Contractor's default, the District may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of the District.

13. FORCE MAJURE

a. Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The District and the Contractor agree to attempt to resolve all matters related to uncontrollable circumstances promptly and use all reasonable efforts to mitigate its effects.

B. In addition to the above, in the event of a State or Federal Disaster Declaration, the District reserves the right to suspend specific provisions of this Contract to conform with FEMA or Vermont Emergency Management regulations and directives.

14. REMEDIES

A. Default or breach of this Contract by Contractor shall entitle the District to seek remedies under law and as provided by this Contract. If this Contract is terminated because of default by Contractor, the District may recover the necessary costs of termination, including but not limited to, administrative cost, attorneys' fees and legal costs, from Contractor.

B. Except when caused by uncontrollable circumstances described in Section 15, if Contractor fails to meet any performance deadlines established by this Contract or fails to perform in accordance with the specification, terms, and conditions of this Contract, the District shall have the right to purchase replacement services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete.

C. The District may deduct as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the costs of replacement services and materials. The District may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or District directives.

D. Any remedies available to the District are cumulative and not exclusive. The seeking or exercising by the District of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

15. CONTRACT DOCUMENTS

A. This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract unless said changes, modifications, or amendments are in writing duly executed by the parties.

16. SEVERABILITY, GOVERNING LAW

A. The provisions of this Contract are severable. If a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder shall not be affected and shall remain in full force and effect.

B. This Contract shall be governed by the laws of the State of Vermont without reference to principles of conflicts of laws. The Courts of the State of Vermont shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Contract.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

EDWARD FARRAR UTILITY DISTRICT, VERMONT

By: _____

Jennifer Devine, District Administrator

CONTRACTOR

By: _____
Duly Authorized Agent

Addendum A: Scope of Services and Acknowledgements

The contractor shall perform loan intake and review services for the District's revolving loan fund program.

Loan intake shall be defined as communicating with potential applicants for loan funds, reviewing financial statements, business plans, and other information pertinent to the loan application, and assisting the District Manager with presenting loan recommendations to the District Commissioners.

The Contractor agrees to closely coordinate with the District Manager on the above matters.

The Contractor acknowledges the following:

- (1) The District Commissioners have adopted a "Waterbury Revolving Loan Fund Policy," and agree to conduct loan intake and review, and to make recommendations, in accordance with the adopted policy.
- (2) The District Commissioners have the authority to amend the policy at their sole discretion.
- (3) The District Commissioners have the sole authority to issue loans and set related terms. From time to time the Contractor and District Manager may disagree on a loan recommendation, in which case the District Commissioners are the final arbiter.
- (4) The District Manager will assist the contractor with loan review and shall be included on all related matters.
- (5) Aside from amounts agreed to in this contract, the Contractor has no role in the cash management of the loan fund. The District and its Treasurer will hold and manage any and all cash and investment funds, and all loan principal and interest payments are made to the District.
- (6) The Contractor shall create a loan review committee consisting of the District Manager, a member of the Revitalizing Waterbury Development Committee, a member of the selectboard, and other members as contractor determines appropriate.

Kia Nealy

From: Bill Woodruff
Sent: Tuesday, April 8, 2025 12:31 PM
To: Kia Nealy
Subject: FW: Water bill

Packet

Bill Woodruff
Waterbury Public Works Director
(802) 839-6199

-----Original Message-----

From: Jeff Peck [mailto:jhpeck60@gmail.com]
Sent: Tuesday, March 18, 2025 10:16 AM
To: Bill Woodruff <bwoodruff@waterburyvt.com>
Cc: John Pitrowiski <john.pitrowiski@bowman.com>
Subject: Water bill

Hi Bill,

I was on the phone with John Petrowski and he mentioned that I should email you regarding our last water bill and what changes could be made to it.

Clearly the system was failing as we were making our last connections and we experience several major breaks. Thankfully that is now behind us as January 2.

Our last bill was the highest we have ever had, especially given that we were connected to the new system for a third of the time. I know that you used a fourteen month average for the last month but the entire bill was elevated because of the construction and the excess pressure that was created as homes were put on the new system and the remaining infrastructure tried to absorb the flow.

Now that we are complete we will be able to monitor usage on a home by home basis and be able to show real water conservation coupled with a new mobile meter reading system.

Because this was basically a construction site for two months and then an estimate usage for the third, I would ask you to consider to use that same 14 month average for all three months, $3,743 \text{ units per day} \times 90 \text{ days} = 336,923.1 \text{ units}$.

I think that this is a fair compromise.

I hope that you do as well.

Thanks

Jeff

Edward Farrar Utility District
28 North Main Street, Suite #1
Waterbury, VT 05676

Water & Waste Water Bill

BILLING DATE 02/17/25	SERVICE LOCATION KNEELAND FLATS TRAILER PARK	ACCOUNT NUMBER 500-0502-	DUE DATE 03/20/25
---------------------------------	--	------------------------------------	-----------------------------



200161591

AMOUNT DUE \$20,219.26

PECK DONALD & PATRICIA 2020 REVO
P.O. BOX 536
PITTSFIELD VT 05762

www.waterburyvt.com

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT - RETAIN LOWER PORTION FOR YOUR RECORDS

METER READING		
PREVIOUS READING	CURRENT READING	AMOUNT USED
4374900	4851451	476551 Cuft

ACCOUNT NUMBER 500-0502-

DESCRIPTION	CHARGE
WATER USAGE	\$16,871.27
TOWN RES BASE	\$3,347.99
TOTAL AMOUNT DUE	\$20,219.26

USAGE BILLING PERIOD	
FROM	TO
10/22/24	01/31/25

FLAT FEE BILLING PERIOD	
FROM	TO
11/01/24	01/31/25

MAKE CHECKS PAYABLE TO:

Edward Farrar Utility District (EFUD)
28 North Main Street, Suite #1
Waterbury, VT 05676

DUE DATE 03/20/25

Office Hours: 8:00AM to 4:30PM
Monday through Friday
802-244-5858

ACCOUNT NAME: PECK DONALD & PATRICIA 2020 REVO
SERVICE LOCATION: KNEELAND FLATS TRAILER PARK

Payment is due in hand on or before each due date at the town offices, between 8am and 4:30pm. Monday through Friday, legal holidays excepted. A 5% penalty will be levied on all new charges if payment is not received on or before the due date. Interest will accrue at a rate of 1.5% per month or a fraction thereof on all unpaid principal balances.
POST MARKS ARE NOT ACCEPTED.

- * ACH direct debit will be withdrawn on the due date
- * Please call 802-244-5858 with any questions about your ACH or invoice
- * Want to convert your usage from cubic feet to gallons?
Multiply the cubic feet of usage by 7.481 to get gallons!

Edward Farrar Utility District

February 20, 2025

Donald & Patricia Peck
PO Box 536
Pittsfield, VT 05762

Account: 500-0502
Book: 4 / Sequence: 387

November 1, 2024 – January 31, 2025
This is the billable period for the first quarter of 2025

Dear Mr. and Mrs. Peck,

The following is the consumption for Water service at the Kneeland Flats Trailer Park in Waterbury. If you have questions, please call our office at (802) 244-5858.

Total Water Consumption:	476551 cf
Previous Reading: 10/22/2024	4374900
Current Reading: 01/31/2025	4851451

These are the reading dates at Kneeland Flats Trailer Park



Due Date: March 20, 2025
Payment Should be made to Edward Farrar Utility District

Sincerely,

Tom Leitz
Town/EFUD Manager

Edward Farrar Utility District

Kneeland Flats Trailer Parker

Calculation of water usage
67 Mobile Home Units

Current Meter Reading	4,851,451
Previous Meter Reading	<u>4,374,900</u>
Total Consumption from November 1, 2024 - January 31,	476,551
Per Unit Consumption (476551 ÷ 67 units)	7,112.70 *
<i>* If Per Unit Consumption is more than 4,999.99 cf/unit see town manager or public works director</i>	
Per Unit Use Charge (per current rate schedule)	\$251.81
<i>0 - 1199.9 @ \$2.82/100 cf = \$33.84 1200 - 4999 @ \$3.44/100 cf = \$130.72 5000 - 7112.7 @ \$4.13/100 cf = \$87.25</i>	
Total Use Charge (\$251.81 x 67 units)	\$16,871.27
Residential Base Units Charge (\$49.97 x 67 units)	<u>\$3,347.99</u>
Total bill	<u>\$20,219.26</u>

February 14, 2025

The main water meter at Kneeland Flats Trailer park was pulled out on 12/30/2024 ... I was informed to use the actual meter reading from 12/31/2024 ... then estimate the remaining usage based on that reading. Make sense? Essentially the November - January billing cycle uses a combination of actual numbers and estimated numbers.

1)	12/30/2024 read	=	4,738,500.00		
	10/22/2024 read	=	(4,374,900.00)		
	CONSUMPTION	=	<u>363,600.00</u>	divided by 69 days	= 5,269.57 consumption/day
2)	estimated consumption from 12/31/2024 - 1/31/2025		<u>163,356.52</u>	31 days x 5,269.57 consumption/day	
	estimated total consumption		526,956.52	metered + estimated consumption	
3)	12/30/2024 read		4,738,500.00		
	plus estimated consumption		<u>526,956.50</u>		
	1/31/2025 estimated read		5,265,456.50	???	

???

* I pointed out the final estimated consumption to Tom and Woody ... and told them: NEMRC says the average consumption rate is 327,923 for a 90 day period ... and in my calculations as instructed, I used a combination of actual readings and estimated readings, then asked: how do they feel about the high usage? Tom and Woody feels the actual and estimate consumption of 526,952 is too high ... so let's split the difference with NEMRC's calculation.

1)	12/30/2024 read	=	4,738,500.00		
	10/22/2024 read	=	(4,374,900.00)		
	CONSUMPTION	=	<u>363,600.00</u>		
2)	NEMRC'S average 327,923 / 90 days = 3,643.59 per day				
3)	3,643.59/day x 31 days =		<u>112,951.29</u>	estimated consumption for 12/31/2024 - 1/31/2025	
4)	10/22 - 12/30/2024 consumption	=	<u>363,600</u>		
	12/31/2024 - 1/31/2025 estimated	=	<u>112,951</u>		
	TOTAL CONSUMPTION		476,551		
5)	10/22/2024 meter read		4,374,900		
	12/20/2024 meter read		4,738,500	+ 112,951 consumption =	4,851,451
	estimated 1/31/2025 read		4,851,451		

Bibbiddy bobiddy boo ... enter 4851451 in NEMRC'S CuFt meter reading module and it automatically calculates the total consumption to 476551

Waterbury Water Monthly Report March 2025

Items of Interest

Sampling

Maintenance

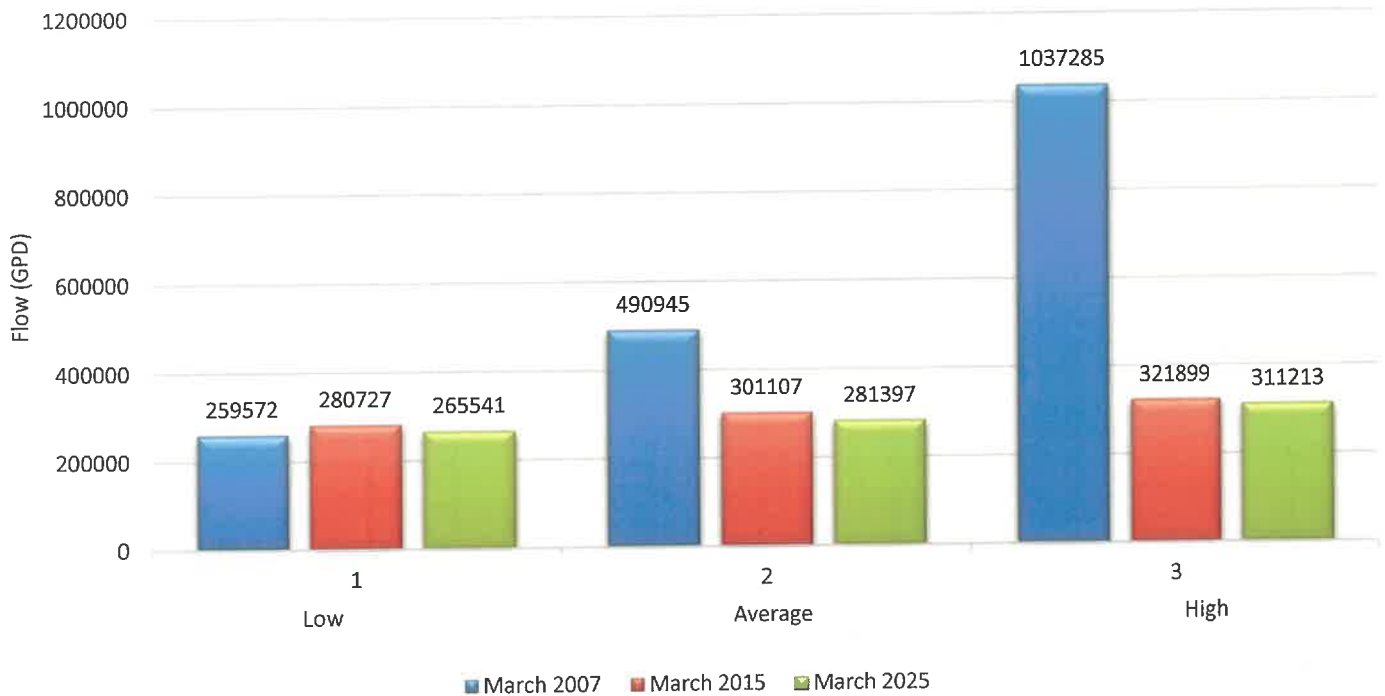
Personnel

Weather

Flow Data

High Day	Low Day	Average Day	Peak Flow
3/17/2025	3/1/2025		3/12/2025
311213 Gallons	265541 Gallons	281397 Gallons	907 GPM

Low, Average and High Flow (GPD) for March 2007, 2015 and 2025



Note: The high GDP for March 2007 is abnormally high. We believe that is the Town Meeting Day Blush Hill Reservoir main break.

Sampling

All Seven monthly coliform samples were submitted and came back favorable. The weekly fluoride samples were sent to the state lab and although waiting on some results, so far all have come back favorable.

Maintenance

Pat from Hach was at the main plant on March 6th to complete the first quarter maintenance on our online turbidimeters, online chlorometers, and fluoride monitoring equipment.

Jake from the Holland Company visited on March 6th to perform jar testing. Based on the results, the current coagulant remains the optimal choice for maintaining our water quality.

We are in the process of cleaning up some of the protective coating at the main plant. This process will cut back on corrosion and prolong the service life of the plant.



Laramie Water Resources was at the main plant on March 27th to replace the bolts on the recycle tank return line.



Personnel

We are pleased to announce that Kyle and Grant both passed their wastewater license exam on March 26. Furthermore, Kyle and Kenny are now licensed grade 2 wastewater operators. Grant will be eligible to be wastewater licensed in June of this year.

Weather

During the month of March, the temperature ranged from -5.8°F as the low and 65.4°F as the high. Our average temperature for the month was 33.6°F. Humidity high was 95% and the low was 27% with an average of 70%.

Wastewater Progress Report

March 2025

- **Process and Operations:**

- Process running well and meeting permit limits.
- LWR completed annual preventative maintenance on plant equipment.
- Annual proficiency retesting occurred. Results were passing.
- Removed approximately 14,800 gallons of sludge to Montpelier WWTF.
- Drying beds are almost ready to clean from the winter.
- Work to repair damaged aerators over the winter due to significant ice in the lagoons.

- March 2025 Flows:
 - Influent average: .300 MGD
 - Influent highest flow: .601 MGD
 - Influent total: 9.300 MG
 - Effluent average: .432 MGD
 - Effluent total: 8.215 MG
 - Precipitation: 4.64 inches/month
 - Maximum daily precipitation: 1.09 inches
 - Discharging days/month = 19

- **Collection System:**

- Start of collection system jetting to begin in April
- Still dealing with infiltration issues.

- **Office & Personnel**

- Matt will be out for a few weeks in April. Grant and other Water staff will be assisting.

- **2025 Projects List**

- Manhole infiltration repairs-
- Park Row West- new manholes and change to PVC line
- Union St N Main St line repair MH 122-121
- Stream bank stabilization around MH 116-27 Dac Rowe Field
- Install manhole and plug valve leaving ball field bathrooms