

Edward Farrar Utility District Commissioners

Wednesday 13, 2024

In person at Steele Room

28 North Main St, Waterbury VT Agenda

Join Zoom Meeting <https://www.zoom.us/join>

Meeting ID: 875 7036 7496

Passcode: 103485

Dial by your location

• +1 646 931 3860 US

• +1 929 205 6099 US

- 4:30 pm Call to Order / Approve Agenda
- 4:30 pm Public
- 4:35 pm Consider Applicants for the UDAG Loan Committee
- 4:55 pm Follow-Up Discussion on concern for activities in the Watershed
- 5:15 pm Update on Compliance Issues with Ben & Jerry's Wastewater
- 5:25 pm Progress of Water Line construction in Mobile Home Park
- 5:35pm Downstreet Purchase Agreement for 51 S Main
- 5:45pm Tax Sale on Property adjacent to the Waterworks
- 5:55pm Employee Appreciation Breakfast
- 6:05pm Forest & Parks Worcester Range Long Range Management Plan
- > 6:10 pm ONE LEAK REQUEST
Department Reports
- > 6:20 pm COLORED MAP-TANNERY FAATS
Minutes of Meeting October 9, 2024 and Joint Meeting of November 4, 2024
- > 6:25 pm EXECUTIVE SESSION
Adjourn

Edward Farrar Utility District

Commissioners Meeting

Wednesday, November 13, 2024

Steele Community Room, 28 North Main St, Waterbury VT

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

Staff: Tom Leitz, Bill Woodruff, Kia Winchell Nealy

Zoom: Kenny Ryan, Michelle Ryan, David Rugh

The monthly meeting of the Edward Farrar Utility District was called to order at 4:34pm.

AGENDA

K. Nealy asked for the consideration of the One Leak Rule request from Heidi Hartwell ... along with a review of the One Leak Rule policy.

B. Woodruff offers discussion on Phase 1 of the Thatcher Brook Sewer Line (Tannery Flats).

T. Leitz has requested an Executive Session to discuss a loan application.

C. Parks has requested an Executive Session to discuss health benefits.

R. Weston moved to approve the agenda as presented along with the four additional topics.

N. Sherman seconded the motion.

A vote was taken and passed unanimously.

PUBLIC

No comments from audience members on Zoom.

UDAG LOAN COMMITTEE

Rich Hayes joined the meeting as an applicant for the UDAG Loan Committee. R. Hayes lives in Waterbury and is retired from Keurig as a Capital Planner.

After R. Hayes left the meeting, N. Sherman asked if it was possible to appoint more than one volunteer to the UDAG Loan Committee ... as both applicants were vested in the Waterbury community and would bring different strengths to the committee.

R. Weston made the motion to appoint both Anne Imhoff and Rich Hayes to the UDAG Loan Committee for one year terms ... effectively immediately.

N. Sherman seconded the motion.

A vote was taken and passed unanimously.

WATERSHED ACTIVITIES

T. Leitz has inquired about language on signage posted in the "Water Works" ... and has informed the EFUD board appropriate wording would be along the lines of; "This land is owned by the Edward Farrar Utility District. Multiple uses are permitted". Recreational users of the land (regardless of activity) within the "Water Works" would then be notified that there is hunting and shooting on the land. Also acknowledge that activities are not policed.

T. Leitz also mentioned he has spoken with members from the Waterbury Trails Association and the Stowe Trails Association as they are working on GPS mapping of the trail system within the "Water Works". Some of the trails have encroached on the water sources.

C. Parks also mentioned there are plans for a north/south mountain bike trail systems within the "Water Works".

T. Leitz has also been informed by the State that approximately 600 acres of the "Water Works" lies in Stowe ... and not all that land is necessary for protection of EFUD's water resources. The State has advised the Town and EFUD that they should be proactive in letting interested parties know some of the land might be available for other uses. (An example given; a parking lot for recreational users.)

BEN & JERRY'S WASTEWATER

During the October meeting of the Edward Farrar Utility District, B. Woodruff informed the board there were compliance issues with Ben & Jerry's and the State of Vermont. Woodruff has not received any more information from Unilever's lawyers.

KNEELAND FLATS TRAILER PARK UPDATE

- * 2,700 feet of eight-inch pipe has been installed.
- * Hydrants have been installed.
- * Water has been chlorinated and tested.
- * The contractor is moving forward with 67 connections (mobile homes) to the new system. Once all 67 homes have been connected, the new system will be operational.
- * Most problems with plumbing inside the homes have been resolved.
- * Phase 1 is nearly complete with the exception of mulching and repairing the road.

51 SOUTH MAIN STREET UPDATE

David Rugh from SP&F Attorneys, PC informed the Edward Farrar Utility District that the closing on EFUD's sale of 51 South Main Street to Downstreet Housing and Community Development Inc. is scheduled for December 12th or thereabouts.

In order to be prepared for closing, Downstreet has asked that existing encroachments on the property resulting from activities of neighbors that were discovered as part of the ALTA property survey be resolved. As a result, Downstreet has prepared two licenses and one easement deed. Downstreet is taking the lead in getting these documents signed by the neighbors ... but EFUD will need to approve them. In addition, the ALTA survey identified the need to correct a description of a utility easement that the Village conveyed to the Town as part of the Main Street reconstruction project. Lastly, EFUD will need to approve the draft deed from EFUD to Downstreet.

R. Weston made the motion "to approve sale of the 51 Main Street property to Downstreet Housing and Community Development, Inc., including all deeds and license agreements related to this conveyance being a Warranty Deed to Downstreet a Correct Quitclaim Deed to the Town of Waterbury, an Easement Deed to CPP Investments for electric service and License Agreements with McHugh and Pagan for fence encroachments, and any tax returns, closing statements or any other document necessary to close the transaction subject for final review and approval of EFUD's attorney, and to authorize the Municipal Manager, Thomas Leitz, to sign any deeds, easements, licenses or other instruments and closing documents."

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

TAX SALE

A spring that is part of EFUD's water system is located near land owned by Glen Anderson of Sweet Road. Previous mediation with Mr. Anderson offers a clearly defined easement and process for access to that spring.

Mr. Anderson has failed to pay his 2023 property taxes ... and is now late on his 2024 taxes. He has filed for abatement of property taxes based on religious exemption. The Waterbury Board of Abatement rejected the exemption.

T. Leitz informed the EFUD board that a tax sale letter has been sent to Mr. Anderson ... and a request made for an agreement to a reasonable payment plan of the past due taxes.

BREAKFAST

The Edward Farrar Utility District pancake breakfast is scheduled for Friday, November 16th.

WORCESTER RANGE MANAGEMENT PLAN

Jim Duncan, on behalf of the Vermont Forest and Parks is scheduled to be at the next Waterbury Selectboard meeting on Monday, November 19th.

ONE LEAK RULE REQUEST

Heidi Hartwell from Oakwood Estates requested the One Leak Rule for a leak in her home. Ms. Hartwell provided the requested documentation of the repairs. After much discussion on the One Leak Rule policy, the wording of the policy, and whether a leaking toilet is catastrophic, S. Flanders made the motion to authorize the town manager, the public works director, and the billing clerk to evaluate the data from the two billing cycles and adjust the bill according to the One Leak Rule.

C. Parks seconded the motion.

A vote was taken and passed unanimously.

K. Nealy has been directed to replace the work "catastrophic" with "noteworthy". (The \$50.00 administrative fee will also be removed from the March 2016 policy ... as directed in an EFUD meeting on June 12, 2024.

DEPARTMENT REPORTS

See attached reports.

B. Woodruff also presented a map of Phase 1 of the Concept Design of the Thatcher Brook Sewer Line (Tannery Flats). This map shows the lay of land and the flood zone area from Moran's property on Stowe Street to the 189 overpass and west of Wissell Mountain to the Armory. The concern; in the event of an environmental disaster (i.e.; flooding), how does the town protect the sewer lines that runs along Stowe Street and across the field to the Armory.

The map identifies multiple items to help reduce the velocity of Thatcher Brook and removing some of the pressure on the system.

* Phase 1 of the Thatcher Brook Sewer Line is planning and design.

* Phase 2 would be construction ... which would mostly likely be FEMA funded.

MINUTES OF THE MEETINGS FROM OCTOBER 10 AND NOVEMBER 4, 2024

R. Weston made the motion to approve the minutes from the meeting held on October 10, 2024 and the joint meeting with the Waterbury Selectboard on November 4, 2024

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

EXECUTIVE SESSION

B. Finucane made the motion that "specified finding that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage".

C. Parks seconded the motion.

A vote was taken and passed unanimously.

R. Weston made the motion to "enter into Executive Session for the purpose of contracts".

N. Sherman seconded the motion.

A vote was taken and passed unanimously.

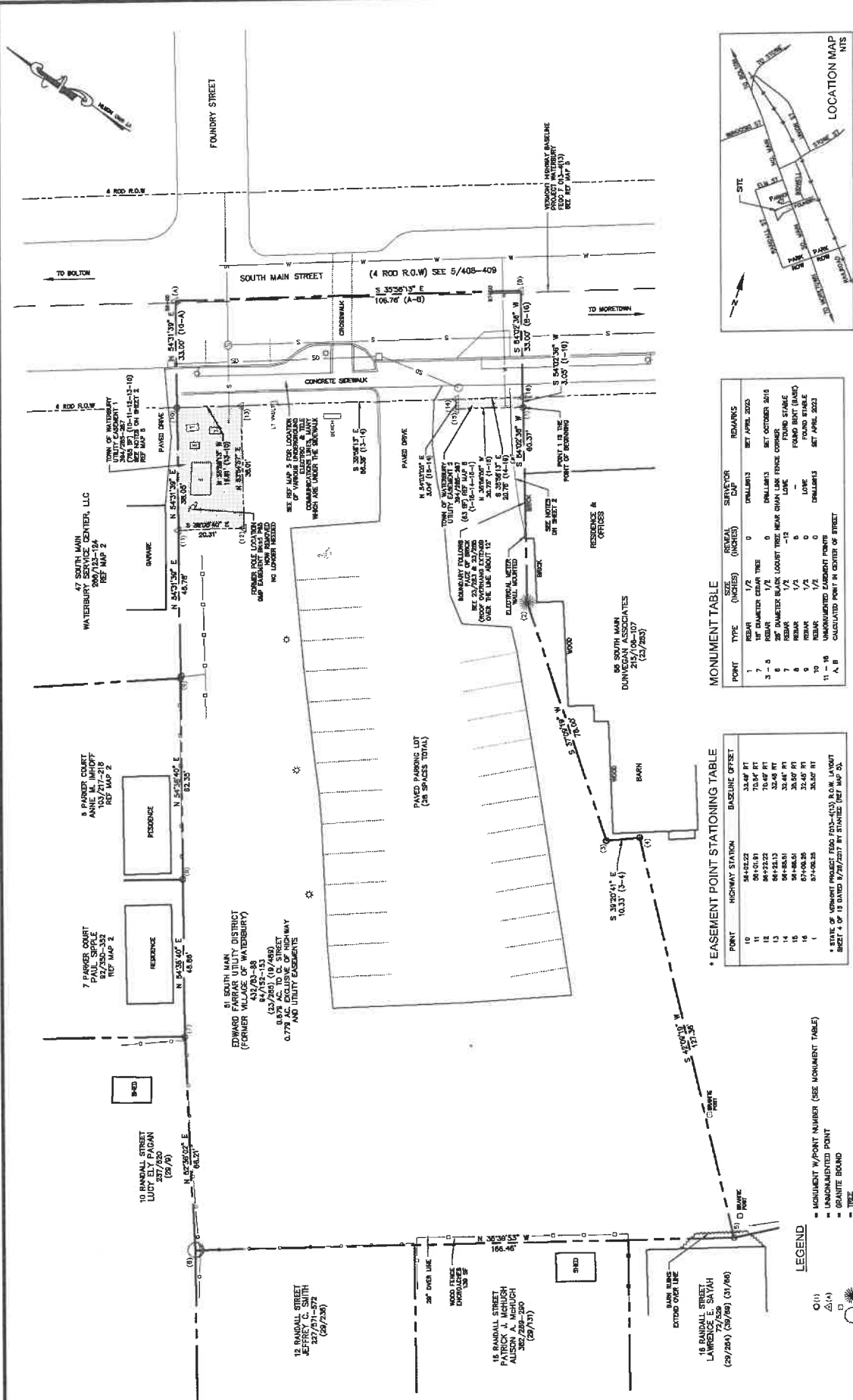
The Edward Farrar Utility District went into Executive Session at 6:47pm.

Executive Session ended at 7:43pm.

The meeting of the Edward Farrar Utility District concluded at 7:45pm. No action was taken.

* Next Meeting of the Edward Farrar Utility District: December 10, 2024

kia



* EASEMENT POINT STATIONING TABLE

POINT	HIGHWAY STATION	BASELINE OFFSET
10	32.22	32.22 FT
11	32.22	32.22 FT
12	32.22	32.22 FT
13	32.22	32.22 FT
14	32.22	32.22 FT
15	32.22	32.22 FT
16	32.22	32.22 FT
17	32.22	32.22 FT
18	32.22	32.22 FT
19	32.22	32.22 FT
20	32.22	32.22 FT

* MONUMENT TABLE

POINT	TYPE	SIZE (INCHES)	REVEAL (INCHES)	SURVEYOR DWP	REMARKS
1	REBAR	1/2"	0	06/11/13	SET APRIL 2003
2	REBAR	1/2"	0	06/11/13	SET APRIL 2003
3	REBAR	1/2"	0	06/11/13	SET APRIL 2003
4	REBAR	1/2"	0	06/11/13	SET APRIL 2003
5	REBAR	1/2"	0	06/11/13	SET APRIL 2003
6	REBAR	1/2"	0	06/11/13	SET APRIL 2003
7	REBAR	1/2"	0	06/11/13	SET APRIL 2003
8	REBAR	1/2"	0	06/11/13	SET APRIL 2003
9	REBAR	1/2"	0	06/11/13	SET APRIL 2003
10	REBAR	1/2"	0	06/11/13	SET APRIL 2003
11	REBAR	1/2"	0	06/11/13	SET APRIL 2003
12	REBAR	1/2"	0	06/11/13	SET APRIL 2003
13	REBAR	1/2"	0	06/11/13	SET APRIL 2003
14	REBAR	1/2"	0	06/11/13	SET APRIL 2003
15	REBAR	1/2"	0	06/11/13	SET APRIL 2003
16	REBAR	1/2"	0	06/11/13	SET APRIL 2003
17	REBAR	1/2"	0	06/11/13	SET APRIL 2003
18	REBAR	1/2"	0	06/11/13	SET APRIL 2003
19	REBAR	1/2"	0	06/11/13	SET APRIL 2003
20	REBAR	1/2"	0	06/11/13	SET APRIL 2003

LEGEND

- MONUMENT W/POINT NUMBER (SEE MONUMENT TABLE)
- UNANNOUNCED POINT
- GRANITE BAND
- PROPERTY LINE
- EASEMENT LINE
- VERMONT HIGHWAY BASELINE
- VERMONT HIGHWAY/PAVING
- DUB
- SURVEY TIE LINE
- CHAIN LINE
- WOOD FENCE
- WOOD FENCE
- UNDERGROUND ELECTRIC & TELEPHONE SERVICE (APPROX. LOCATION)
- WATERLINE (APPROX. LOCATION)
- SEWERLINE
- ELECTRICAL VAULT OR CABINET
- COMMUNICATION CABINET
- UTILITY VAULT
- UTILITY VAULT
- UTILITY EASEMENT AREA (SHADE)
- BOOK/PAGE WATERBURY LAND RECORDS
- KEY DEED BOOK/PAGE WATERBURY LAND RECORDS



SURVEYOR'S SIGNATURE AND SEAL
DANIEL R. MULLIGAN, L.S. NO. 613
(NAME)

ALTA/NSPS LAND TITLE SURVEY
FOR MARSH HOUSE PARTNERS LIMITED PARTNERSHIP,
EVERNORTH, INC., DOWNSTREET HOUSING AND COMMUNITY
DEVELOPMENT, INC., HOUSING NEW ENGLAND, FUND V
LIMITED PARTNERSHIP, VERMONT HOUSING FINANCE AGENCY,
VERMONT HOUSING AND CONSERVATION BOARD AND CATIC
LANDOWNER: 51 SOUTH MAIN STREET
WATERBURY, VERMONT
JULY 2023

FURTHER CERTIFY THAT THIS SURVEY MEETS THE STATE OF VERMONT
REQUIREMENTS FOR A LAND TITLE SURVEY. THIS MAP IS CORRECT AND IS
CLASSIFIED FOR LAND SURVEYORS. THIS MAP IS CORRECT AND IS
CONSISTENT WITH INFORMATION LISTED IN THE SURVEY NOTES ABOVE.
THIS PLAT MEETS THE REQUIREMENTS OF 27 V.S.A. 1403 AND 28 V.S.A. 2596.
PLEASE NOTE THAT THE ACCURACY AND PRECISION REQUIREMENTS OF
ALTA/NSPS HAVE BEEN MODIFIED TO ONLY REQUIRE THE CURRENT
MINIMUM ANGULAR AND LINEAR TOLERANCE REQUIREMENTS OF THIS STATE.

BY GREINER ENGINEERING, P.C. (802)244-8413
P.O. BOX 445 - WATERBURY, VERMONT 05676
SCALE: 1" = 20'



License Agreement
(*Pagan Encroachment*)

THIS LICENSE AGREEMENT (this “**Agreement**”) is made effective as of _____, 2024 (the “**Effective Date**”), by and between Edward Farrar Utility District, its successors and assigns (“**Grantor**”), and Lucy Ely Pagan, her heirs and assigns (“**Grantee**”). Grantor and Grantee are each sometimes referred to in this Agreement as a “**Party**” and together as the “**Parties**”.

Preliminary Statements

A. Grantor owns that certain parcel of land (the “**Grantor Parcel**”) depicted as “51 South Main, Edward Farrar Utility District” on that certain ALTA/NSPS for “Marsh House Apartments Limited Partnership, Evernorth, Inc., Downstreet Housing and Community Development, Inc., Housing New England, Fund V Limited Partnership, Vermont Housing Finance Agency, Vermont Housing and Conservation Board and CATIC, Landowner: Edward Farrar Utility District, 51 South Main Street, Waterbury, Vermont, July 2023” prepared by Grenier Engineering, P.C., dated _____ and recorded or to be recorded in the Town of Waterbury land records (the “**ALTA Survey**”). A copy of Sheet 1 of the ALTA Survey is attached as an exhibit hereto for convenience.

B. Grantee owns certain real property and improvements thereon located at 10 Randall Street in Waterbury, Vermont (the “**Grantee Parcel**”), which Grantee Parcel is described in that certain quitclaim deed of Thomas W. Frank to Grantee dated as of August 29, 2005 and recorded in the Town of Waterbury land records at Book 237, Page 520.

C. The ALTA Survey depicts that the Grantee’s chain link fence encroaches slightly across the property line of the Grantee Parcel onto the Grantor Parcel. The encroachment referred to in this paragraph is referred to as the “Existing Encroachment.”

D. Grantor wishes to grant to Grantee a license, and Grantee wishes to obtain from Grantor a license, for the Existing Encroachment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee a revocable license on, above, and under a portion of the Grantor Parcel for the Existing Encroachment as depicted on the ALTA Survey (the “**License**”). The area of the license shall be restricted to the location of the Existing Encroachment as depicted on the ALTA Survey (the “**License Area**”).

2. Termination of License. The License shall automatically terminate upon the removal of the chain link fence from the License Area. In the event that the Grantor determines that the location of the existing fence interferes with the Grantor’s development plans for the Grantor’s Property, then upon the Grantor’s request, the Grantee shall promptly remove said fence from the lands of the Grantor. Grantor may revoke the License at any time in its sole discretion. The recording of a notice of termination executed solely by the Grantor shall be conclusive evidence of the termination of the License.

3. Limitation of Rights. Grantee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement, nor shall the License allow the expansion of the Existing Encroachment.

4. Waiver. Grantor’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver. Waiver by Grantor may only occur through an expressed written waiver signed by an authorized representative of Grantor. No waiver of a breach of any of the

covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

5. Entire Agreement. This Agreement contains the entire understanding of Grantor and Grantee with respect to the subject matter of this Agreement. All prior representations and understandings related to Grantee's use of the Existing Encroachments, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

6. Modification. Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by Grantor and Grantee.

7. Binding Effect. This Agreement, and each Party's rights and obligations hereunder, and those of their respective heirs, successors and assigns, shall run with the land.

8. Governing Law. This Agreement will be construed under the laws of the State of Vermont, without regard to choice-of-law rules of any jurisdiction.

9. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXECUTED effective as of the date set forth above.

GRANTOR:

EDWARD FARRAR UTILITY DISTRICT

By: _____

Name:

Title:

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2024 personally appeared _____, the _____ and duly authorized signatory of Edward Farrar Utility District, and they acknowledged this instrument, by them signed, to be their free act and deed and the free act and deed of Edward Farrar Utility District.

Before me _____

Notary Public

Commission Expires:

Commission Number:

GRANTEE:

Lucy Ely Pagan

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2024 personally appeared Lucy Ely Pagan, and they acknowledged this instrument, by them signed, to be their free act and deed.

Before me _____

Notary Public

Commission Expires:

Commission Number:

License Agreement
(McHugh Encroachment)

THIS LICENSE AGREEMENT (this “**Agreement**”) is made effective as of _____, 2024 (the “**Effective Date**”), by and between Edward Farrar Utility District, its successors and assigns (“**Grantor**”), and Patrick J. McHugh and Alison A. McHugh, husband and wife, their heirs and assigns (together, “**Grantees**”). Grantor and Grantees are each sometimes referred to in this Agreement as a “**Party**” and together as the “**Parties**”.

Preliminary Statements

A. Grantor owns that certain parcel of land (the “**Grantor Parcel**”) depicted as “51 South Main, Edward Farrar Utility District” on that certain ALTA/NSPS for “Marsh House Apartments Limited Partnership, Evernorth, Inc., Downstreet Housing and Community Development, Inc., Housing New England, Fund V Limited Partnership, Vermont Housing Finance Agency, Vermont Housing and Conservation Board and CATIC, Landowner: Edward Farrar Utility District, 51 South Main Street, Waterbury, Vermont, July 2023” prepared by Grenier Engineering, P.C., dated _____ and recorded or to be recorded in the Town of Waterbury land records (the “**ALTA Survey**”). A copy of Sheet 1 of the ALTA Survey is attached as an exhibit hereto for convenience.

B. Grantees own certain real property and improvements thereon located at 16 Randall Street in Waterbury, Vermont (the “**Grantee Parcel**”), which Grantee Parcel is described in that certain warranty deed of John J. McBride and Deborah M. McBride, husband and wife, to Grantees dated as of June 24, 2016 and recorded in the Town of Waterbury land records at Book 382, Page 289.

C. The ALTA Survey depicts and notes that the Grantees’ wood fence encroaches across the property line of the Grantee Parcel onto the Grantor Parcel, the area of encroachment consisting of approximately 139 square feet +/- . The encroachment referred to in this paragraph is referred to as the “Existing Encroachment.”

D. Grantor wishes to grant to Grantees a license, and Grantees wish to obtain from Grantor a license, for the Existing Encroachment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantees a revocable license on, above, and under a portion of the Grantor Parcel for the Existing Encroachment as depicted on the ALTA Survey (the “**License**”). The area of the license shall be restricted to the approximately 139 square foot area of the Existing Encroachment as depicted on the ALTA Survey (the “**License Area**”).

2. Termination of License. The License shall automatically terminate upon the removal of the wood fence from the License Area. In the event that the Grantor determines that the location of the existing fence interferes with the Grantor’s development plans for the Grantor’s Property, then upon the Grantor’s request, the Grantees shall promptly remove said fence from the lands of the Grantor. Grantor may revoke the License at any time in its sole discretion. The recording of a notice of termination executed solely by the Grantor shall be conclusive evidence of the termination of the License.

3. Limitation of Rights. Grantees acknowledge that no property interest or other right is created other than that specifically defined and limited by this Agreement, nor shall the License allow the expansion of the Existing Encroachment.

4. Waiver. Grantor’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver. Waiver by Grantor may only occur through an expressed written waiver signed by an authorized representative of Grantor. No waiver of a breach of any of the

covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

5. Entire Agreement. This Agreement contains the entire understanding of Grantor and Grantees with respect to the subject matter of this Agreement. All prior representations and understandings related to Grantees' use of the Existing Encroachments, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

6. Modification. Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by Grantor and Grantees.

7. Binding Effect. This Agreement, and each Party's rights and obligations hereunder, and those of their respective heirs, successors and assigns, shall run with the land.

8. Governing Law. This Agreement will be construed under the laws of the State of Vermont, without regard to choice-of-law rules of any jurisdiction.

9. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXECUTED effective as of the date set forth above.

GRANTOR:

EDWARD FARRAR UTILITY DISTRICT

BY: _____

NAME:

TITLE:

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2024 personally appeared _____, the _____ and duly authorized signatory of Edward Farrar Utility District, and they acknowledged this instrument, by them signed, to be their free act and deed and the free act and deed of Edward Farrar Utility District.

Before me _____

Notary Public

Commission Expires:

Commission Number:

GRANTEES:

Patrick J. McHugh

Alison A. McHugh

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2024 personally appeared each of Patrick J. McHugh and Alison A. McHugh, and they acknowledged this instrument, by them signed, to be their free acts and deeds.

Before me _____

Notary Public

Commission Expires:

Commission Number:

CORRECTIVE QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT the **EDWARD FARRAR UTILITY DISTRICT**, a Vermont municipality in the County of Washington and State of Vermont, as successor-in-interest to the Village of Waterbury pursuant to 2018 No. M-19, ("EFUD"), Grantor, in consideration of One and More Dollars paid to its full satisfaction by the **TOWN OF WATERBURY**, a Vermont municipality in the County of Washington and State of Vermont, Grantee, has REMISED, RELEASED AND FOREVER QUITCLAIMED unto Grantee all right, title and interest which it, EFUD, or its successors or assigns, have in and to certain easements and/or rights in land in the Town Waterbury in the County of Washington and State of Vermont, described as follows, viz

Being part of the same land and premises conveyed to the Village of Waterbury by the Executor's Deed of Charles J. Adams, Executor of the Estate of Craig S. Parker, dated June 30, 1983, which is recorded in (look 94, Pages 152-153 of the Town or Waterbury land records, and being more particularly described as follows:

Being Parcel #33A, rights and easements therein, as shown on right of way detail sheet 5 and right of way plan sheet ROW-04 of the plans of Transportation Project Waterbury F EGC F 013-4(13) ("the Transportation Project") to be filed in the Office of the Clerk of the Town of Waterbury.

In connection with the above parcel the following easements and/or rights are conveyed [subject to change]:

Permanent easements, in an area of 1,265 square feet, more or less, (hereinafter referred to as the "Easement Area"), located right of and between approximate stations 56+02.55 and 56+40.28, and in an area of 60 square feet, more or less, located right of and between approximate stations 56+88.51 and 57+08.13, all stations are of the established centerline of Transportation Project Waterbury FEGC F013-4 (13), to install, construct, reconstruct, operate, repair, maintain, replace, patrol and remove overhead or underground cable, lines, conduits, poles, guys, anchors, braces, fixtures, and appurtenances thereto, hereinafter referred to as facilities, as necessary for the transmission of power and telecommunications under, upon, or across land of the Grantor. This easement also includes the perpetual right to cut, trim, and remove all trees, shrubs, bushes, underbrush, and other items, as

determined necessary by the Grantee, its successors and assigns, for the safe and efficient operation and maintenance of the facilities. The Grantor, its successors and assigns, will not, without the prior written permission of the Grantee, its successors or assigns, erect or permit the erection of any building or any other structure; plant or permit the growth of any trees or bushes; change the grade or permit the change of grade, or fill or excavate within the Easement Area which will adversely affect the maintenance and operation of the facilities by the Grantee.

The rights and/or easements conveyed herein may be subject to easements, rights of way, restrictions, obligations, municipal, state, and other regulatory permits as may appear of record in the Town of Waterbury land records.

The purpose of this Corrective Quitclaim Deed is to correct the description of the herein conveyed easements based on the utility infrastructure as-built.

Reference may be had to Act M-19 of 2018 (H.716) of the Vermont General Assembly titled 'An act relating to approval of the adoption of the charter of the Edward Farrar Utility District and the merger of the Village of Waterbury into the District,' of record at Book 432, page 83 of the Waterbury Land Records, which Act merged the Village of Waterbury into the Edward Farrar Utility District.

TO HAVE AND TO HOLD all right and title in and to said quitclaimed rights and easements, with the appurtenances thereof, to the said Grantee, **TOWN OF WATERBURY**, its successors and assigns forever; and the Grantor, **EDWARD FARRAR UTILITY DISTRICT**, for itself and its successors and assigns, does covenant with the said Grantee, **TOWN OF WATERBURY**, and its successors and assigns, that from and after the ensealing of these presents, it will have and claim no right, title or interest in or to said quitclaimed premises, except as aforesaid.

AND FURTHERMORE, EFUD, does for its successors and assigns covenant with the said **TOWN OF WATERBURY**, its successors and assigns, that after the ensealing of these presents **EDWARD FARRAR UTILITY DISTRICT** will have and claim no right in or to the quitclaimed premises.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be
executed this _____ day _____, 2024.

EDWARD FARRAR UTILITY DISTRICT

By: _____
Thomas Leitz, Municipal Manager
and Duly Authorized Agent

**STATE OF VERMONT
COUNTY OF WASHINGTON, SS.**

At _____, Vermont, in said County, this _____ day of
_____, 2024, personally appeared **Thomas Leitz, Municipal Manger**
and Duly Authorized Agent of the **EDWARD FARRAR UTILITY DISTRICT**, and he
acknowledged this instrument, by him signed, to be his free act and deed and the
free act and deed of the **EDWARD FARRAR UTILITY DISTRICT**.

Before me,

Notary Public
My Commission Expires: 1/31/25
My Commission #:

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that the EDWARD FARRAR UTILITY DISTRICT, a Vermont municipality in the County of Washington and State of Vermont, (the “Grantor”), and as successor-in-interest to the Village of Waterbury pursuant to 2018 No. M-19, in consideration of Ten and More Dollars (\$10.00) and other good and valuable consideration paid to its full satisfaction by DOWNSTREET HOUSING AND COMMUNITY DEVELOPMENT, INC., a Vermont non-profit corporation with a place of business in Barre, Vermont, (the “Grantee”) does hereby GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said DOWNSTREET HOUSING AND COMMUNITY DEVELOPMENT, INC. and its successors and assigns forever, a certain piece or parcel of land in the Town of Waterbury, County of Washington and State of Vermont, which is more particularly described as follows:

Being all the same lands and premises conveyed to the Village of Waterbury by the Executor’s Deed of Charles J. Adams, Executor of the Estate of Craig S. Parker dated June 30, 1983 and recorded at Book 94, page 152 of the Waterbury land records. Reference may be had to the license to sell real estate issued by the Washington County Probate Court to Charles J. Adams on June 1, 1982 and recorded at Book 92, page 347 of the Waterbury Land Records.

Reference may be had to Act M-19 of 2018 (H.716) of the Vermont General Assembly titled ‘An act relating to approval of the adoption of the charter of the Edward Farrar Utility District and the merger of the Village of Waterbury into the District,’ of record at Book 432, page 83 of the Waterbury Land Records, which Act merged the Village of Waterbury into the Edward Farrar Utility District.

Reference is also made to the minutes of the Grantor’s Special Meeting dated October 24, 2022, by which its voters approved the conveyance of this parcel of land to the Grantee.

Reference is made to an ALTA / NSPS Land Title Survey of 51 South Main Street, Waterbury, Vermont prepared by Grenier Engineering, P.C., dated _____, and recorded at Map Slide ____ of the Town of Waterbury Land Records.

The above-referenced lands and premises are further described as follows:

Being a certain parcel of land situated in the Town of Waterbury, County of Washington, and State of Vermont and being more particularly bounded and described as follows:

Beginning at point 1 marked by an iron pin on the boundary line with Dunvegan Associates at 55 South Main, said point 1 is 7.2 feet from the southwest edge of a concrete sidewalk;

Thence S 54°02'36" W 60.37 feet to and along the face of the brick building at 55 South Main and extending to point 2, which is marked by an 18 inch diameter cedar tree, which is 2.83 feet from the corner of the brick building;

Thence S 37°09'19" W 78.00 feet to point 3, marked by an iron pin, which is 3.0 feet from the southwest corner of the barn at 55 South Main;

Thence S 39°20'41" E 10.33 feet point 4, marked by an iron pin, which is 20 inches from the barn wall;

Thence S 42°09'19" W 127.38 feet along the boundary with 55 South Main to point 5, marked by an iron pin;

Thence N 35°39'53" W 166.46 feet along the boundaries of 18 Randall Street owned by Lawrence Sayah, 16 Randall Street, owned by Patrick McHugh and Alison McHugh and 12 Randall Street owned by Jeffrey Smith to point 6, marked by 28 inch diameter black locust tree near a chain link fence corner;

Thence N 52°36'02" E 66.21 feet along the boundary of 10 Randall Street owned by Lucy Pagan to point 7, marked by an iron pin;

Thence N 54°38'40" E 48.86 feet along the boundary of 7 Parker Court owned by Paul Sipple to point 8, marked by an iron pin;

Thence N 54°38'40" E 62.35 feet along the boundary of 6 Parker Court owned by Anne Imhoff to point 9, marked by an iron pin;

Thence N 54°31'39" E 45.78 feet along the boundary of 47 South Main owned by Waterbury Service Center, LLC to point 11;

Thence N 54°31'39" E 38.05 feet along the boundary of 47 South Main owned by Waterbury Service Center, LLC to point 10, marked by an iron pin;

Thence N 54°31'39" E 33.0 feet to the center of South Main Street to point a;

Thence S 35°58'13" E 106.76 feet to the center of South Main Street to point b;

Thence S 54°02'36" W 33.0 feet along the line of 55 South Main Street to point 16;

Thence S 54°02'36" W 3.05 feet along the line of 55 South Main Street to point 1, beginning, containing 0.879 acres, subject to the South Main Street 4 rod wide right of way easement, which limits are described as follows:

Beginning at point 10;

Thence N 54°31'39" E 33.0 feet to point a;

Thence S 35°58'13" E 106.76 feet along the center of main street to point b;

Thence S 54°02'36" W 33.0 feet along the line of 55 South Main Street to point 16;

Thence N 35°58'13" W 107.04 feet along the southwesterly sideline of South Main Street to point 10, containing 0.080 acres of highway easement.

This lot is also subject to 2 utility easements conveyed to the Town of Waterbury whose limits are described as follows:

Utility Easement 1

Beginning at point 10;

Thence S 54°31'39" W 38.05 feet along the boundary of 47 South Main Street to point 11;

Thence S 36°05'40" E 20.31 feet to point 12;

Thence N 53°54'57" E 38.01 feet to point 13;

Thence N 35°58'13" W 19.91 feet along the southwesterly sideline of the South Main Street highway sideline to point 10, containing 765 sf. Within this easement are several underground electrical and telecommunication

lines with above ground transformers, pullboxes and access cabinets to maintain systems.

Utility Easement 2

Beginning at point 1;

Thence N 35°56'55" W 20.75 feet to point 15;

Thence N 54°03'05" E 3.04 feet to point 14;

Thence S 35°58'13" E 20.75 feet along the southwesterly sideline of the South Main Street highway sideline to point 16;

Thence S 54°02'36" W 3.05 feet along the boundary of 55 South Main to point 1, the beginning, containing 63 sf. Within this easement there are no observable above ground utility features, but underground electrical and/or communication lines may exist within this Easement 2.

This conveyance is made subject to and with the benefit of any easements and rights-of-way and any utility easements, spring rights, easements for ingress and egress and rights incident to each of the same as may appear more particularly of record, provided this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained, all in further aid of this description.

TO HAVE AND TO HOLD all right and title in and to the herein conveyed rights and easements, with all the privileges and appurtenances thereof, to the Grantee, **DOWNSTREET HOUSING AND COMMUNITY DEVELOPMENT, INC.**, and its successors and assigns, to their own use and behoof forever; and the Grantor, **EDWARD FARRAR UTILITY DISTRICT**, for itself and its successors and assigns, does covenant with the Grantee, **DOWNSTREET HOUSING AND COMMUNITY DEVELOPMENT, INC.**, and its successors and assigns, that from and after the ensealing of these presents, it is the sole owner of the premises, and

has good right and title to convey the same in the manner aforesaid, and the premises are **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid; and it hereby engages to **WARRANT** and **DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this _____ day _____, 2024.

EDWARD FARRAR UTILITY DISTRICT

By: _____
Thomas Leitz, Municipal Manager
and Duly Authorized Agent

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

At _____, Vermont, in said County, this _____ day of _____, 2024, personally appeared **Thomas Leitz, Municipal Manger** and Duly Authorized Agent of the **EDWARD FARRAR UTILITY DISTRICT**, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the **EDWARD FARRAR UTILITY DISTRICT**.

Before me,

Notary Public
My Commission Expires: 1/31/25
My Commission #:

ENCROACHMENT AND NONEXCLUSIVE ACCESS EASEMENT AGREEMENT

THIS ENCROACHMENT AND NONEXCLUSIVE ACCESS EASEMENT AGREEMENT (this “Easement”) is entered into effective as of the ____ day of _____, 2024 by and between **the Edward Farrar Utility District** of the Town of Waterbury, County of Washington and State of Vermont (together with its successors and assigns, “Grantor”), and **CPP Investments, LLC**, a Vermont limited liability company of the Town of Waterbury, County of Washington and State of Vermont (together with its successors and assigns, “Grantee”). In this Easement, Grantor and Grantee are sometimes referred to individually as a “Party” and together as the “Parties”.

Background

A. Grantor owns that certain parcel of land (the “Grantor Parcel”) depicted as “51 South Main, Edward Farrar Utility District” on that certain ALTA/NSPS for “Marsh House Apartments Limited Partnership, Evernorth, Inc., Downstreet Housing and Community Development, Inc., Housing New England, Fund V Limited Partnership, Vermont Housing Finance Agency, Vermont Housing and Conservation Board and CATIC, Landowner: Edward Farrar Utility District, 51 South Main Street, Waterbury, Vermont, July 2023” prepared by Grenier Engineering, P.C., dated _____ and recorded or to be recorded in the Town of Waterbury land records (the “ALTA Survey”). A copy of Sheet 1 of the ALTA Survey is attached as Exhibit A hereto for convenience.

B. Grantee owns certain real property and improvements thereon located at 55 South Main Street in Waterbury, Vermont (the “Grantee Parcel”), which Grantee Parcel is described in that certain warranty deed of Dunvegan Associates, LLC to Grantee dated as of April 26, 2024 and recorded in the Town of Waterbury land records at Book 528, Page 172.

C. The ALTA Survey depicts that (i) the Grantee’s exterior wall mounted electrical meter encroaches across the property line of the Grantee Parcel onto the Grantor Parcel, (ii) certain underground electrical and telephone lines serving the Grantee Parcel encroach across the property line of the Grantee Parcel onto the Grantor Parcel, and (iii) the Grantee’s roof overhang encroaches across the property line of the Grantee Parcel onto the Grantor Parcel by approximately 12 inches. The encroachments referred to in this paragraph are referred to as the “Existing Encroachments.”

D. Grantee desires to obtain from Grantor an easement to permit the Existing Encroachments and an easement for pedestrian ingress, egress, and access between the Existing Encroachment and the Grantee Parcel over a portion of the Grantor Parcel more particularly described herein, and Grantor desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in exchange for one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound thereby, Grantor and Grantee hereby agree as follows:

1. Accuracy and Incorporation of Background Section. Grantor and Grantee each hereby represent and warrant that all of the clauses contained in the Background section of this Easement are true, correct, and accurate, and such clauses are hereby incorporated herein by reference as a part of the substantive provisions of this Easement.

2. Grant of Access and Encroachment Easement; Easement Areas. Grantor hereby grants to Grantee a non-exclusive easement for pedestrian, non-vehicular, ingress, egress, access and free passage by and between, and to and from, the Existing Encroachments to and from the northwestern corner of the

Grantee Parcel. The access easement area shall constitute a six-foot wide strip of land commencing at the boundary line of the Grantor Parcel and the public right-of-way and continuing south along the boundary line between the Grantor Parcel and the Grantee Parcel and ending at the existing electrical meter wall mounted on the building located on the Grantee Parcel (the "Access Easement Area"), as further depicted on the ALTA Survey. Grantor hereby reserves for itself, its employees, agents, contractors, tenants, invitees, successors and assigns the right to use the Access Easement Area for any and all purposes not materially inconsistent with this Easement. Grantee's use and enjoyment of the Access Easement shall not materially interfere with or disturb Grantor's use and enjoyment of the Access Easement Area or the Grantor Parcel. Further, Grantor hereby grants to Grantee an easement on, above, and under a portion of the Grantor Parcel along the boundary line between the Grantor Parcel and the Grantee Parcel for the Existing Encroachments, as depicted on the ALTA Survey (the "Encroachment Easement Area"). The Encroachment Easement Area shall be restricted to the location of the Existing Encroachments as depicted on the ALTA Survey.

3. Term; Running with the Land; Successors and Assigns.

(a) Term. The term of this Easement shall be perpetual. However, this Easement shall automatically terminate and cease to be of further force or effect upon the removal by the Grantee of all of the Existing Encroachments or the complete destruction, demolition and/or removal of the existing building on the Grantee Parcel. Following the termination of this Easement, upon Grantor's request, Grantee shall sign and provide to Grantor without unreasonable delay a recordable termination of Easement to further evidence the termination of this Easement.

(b) Nature of Easement. The easements and rights granted herein are appurtenant to the Grantee Parcel and shall run with the land and shall be binding upon the Grantor Parcel and Grantor, its successors and assigns, and inure to the benefit of Grantee, and its successors and assigns.

4. Indemnification. Except to the extent arising out of the gross negligence or willful misconduct by the Grantor, or any of its officers, agents, employees, assigns and successors in interest, Grantee undertakes and agrees to defend, indemnify and hold harmless the Grantor and any of its officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including Grantee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the Grantee's exercise, use and enjoyment of the rights granted hereby.

5. Amendment. This Easement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties to this Easement. This Easement inures to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.

6. Governing Law. This Easement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Vermont without regard to principles of conflicts of law.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Encroachment and Nonexclusive Access Easement Agreement as of the date first set forth above.

GRANTOR:

EDWARD FARRAR UTILITY DISTRICT

By: _____
Name:
Title:

GRANTEE:

CPP INVESTMENTS, LLC

By: _____
Name:
Title:

STATE OF VERMONT
COUNTY OF _____

At _____, on this _____ day of _____, 2024, _____, duly authorized agent of Edward Farrar Utility District, personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free acts and deed of Edward Farrar Utility District.

Before me, _____
Notary Public:
Commission Expires: 1/31/2025
License #:

STATE OF VERMONT
COUNTY OF _____

At _____, on this _____ day of _____, 2024, _____, duly authorized agent of CPP Investments, LLC, personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed and the free acts and deed of CPP Investments, LLC.

Before me, _____
Notary Public:
Commission Expires: 1/31/2025
License #:

Exhibit A

ALTA Survey

Waterbury Water and Sewer Commissioners
March 28, 2016
4:30pm, 28 North Main St - Municipal Center
Minutes

Present: P. H. Flanders, R. Finucane, C. Parks, Commissioners; B. Woodruff, Public Works Director; K. King, Staff; C. Nelson, Board Secretary.

Flanders called the meeting to order at 4:30pm. The board considered the agenda and by consent, approved the agenda as written.

Recap of Village Meeting: Flanders provided an overview of business conducted at the 2016 Village meeting. Parks was reelected to the board for a 3-year term. \$100,000 was approved by the voters for pump station upgrades. It was suggested that the board research the potential to change the Village charter to eliminate municipal business, with the exception of water and sewer. If successful, the board would become the authoritative board for funding decisions. At this time, the Trustees have initiated meetings to research potential outcomes.

Clarification on One-Leak Rule: King asked for clarification on the board's policy regarding adjusted bills for customers who have experienced a leak during the billing quarter. The following items were discussed:

1. **Definition of "Leak":** Effective May 1, 2016, a "leak" as determined by the policy would be defined as "a catastrophic break in infrastructure", as determined on a case by case basis by the board. *noteworthy*
2. **Documentation Required:** The board would accept a statement in writing from the property owners detailing when and how the leak was repaired, in order to be considered for an adjustment. An invoice, or memo signed by the homeowner would suffice.
3. **Adjustment Guidelines:** If determined as a true leak, the two quarters that would be considered when applying the adjustment would be the two quarters immediately preceding the quarter in which the leak was fixed.
4. **The "one leak" allowance** would be granted to each property owner, and not with the account/property. If a property changes ownership, the one leak allowance would reset.

Finucane moved to accept the changes to the "One Leak Policy" effective May 1, 2016, as stated above. The policy would allow a one-time adjustment to a high bill due to a true leak, determined by the average of the two quarters prior to the repair of the leak plus a \$50 administrative cost. Parks seconded the motion, a vote was held, and the motion passed unanimously.

Update on Water Loss Procedures: Woodruff is in the final steps of collecting data regarding system wide water loss. A new master meter was installed in summer 2015 at the treatment plant, and the water department staff has been monitoring total use vs. metered use for several billing periods. New quarterly readings should bring more conclusive data. The system leaks

One Leak Rule request

Heidi Hartwell
203-0301-V

May 1 – July 31, 2024 meter showed usage of 9,500 cubic feet ... or 756.1 gallons of water per day.

Village Res. Base	\$ 49.97
Village Water	\$280.50
Sewer Base Residential	\$ 62.44
Sewer	<u>\$439.75</u>
TOTAL DUE for May – July 2024	<u>\$832.66</u>

-0-

You can read her novel on what action she took.
Receipts have been included.

Previous two cycles of water show an average of 750 cubic feet
February – April '24 = 0
November '23 – January '24 = 1,500

Village Water / 750 cubic feet x .0291 = \$16.43
Village Sewer / 750 cubic feet x .0391 = \$29.33

-0-

Village Res Base	\$ 49.97
Village Water	\$ 21.83
Sewer Base Residential	\$ 62.44
Sewer	<u>\$ 29.33</u>
Revised TOTAL for May – July	<u>\$163.57</u>

To: Waterbury Water & Sewer Commissioners
From: Heidi Hartwell; 300 Acorn Dr Unit 301; Waterbury
Acct #: 203-0301-V
Re: One Leak Rule

Summary:

A problem with my water usage came to my attention when my water bill came in August 2024. I was shocked at a bill of \$832 with an average daily use of 756 gallons. I was so stunned that I immediately called the office and spoke to Kia. I had never experienced a bill like this. Typically my bills had been anywhere from \$100- \$130 or \$140. The most I had ever paid was from 11/1/23-1/31/24 totally \$203.91. I had tenants in my condo and just let that go. The next bill was for \$112.41 which was much more typical. Prior to this enormous bill, I had a text from my tenant who had received a green card to fill out from the town water district. Before this, the meter had always been read from the outside. My tenants read the meter and sent that in. They were then gone on vacation until mid August.

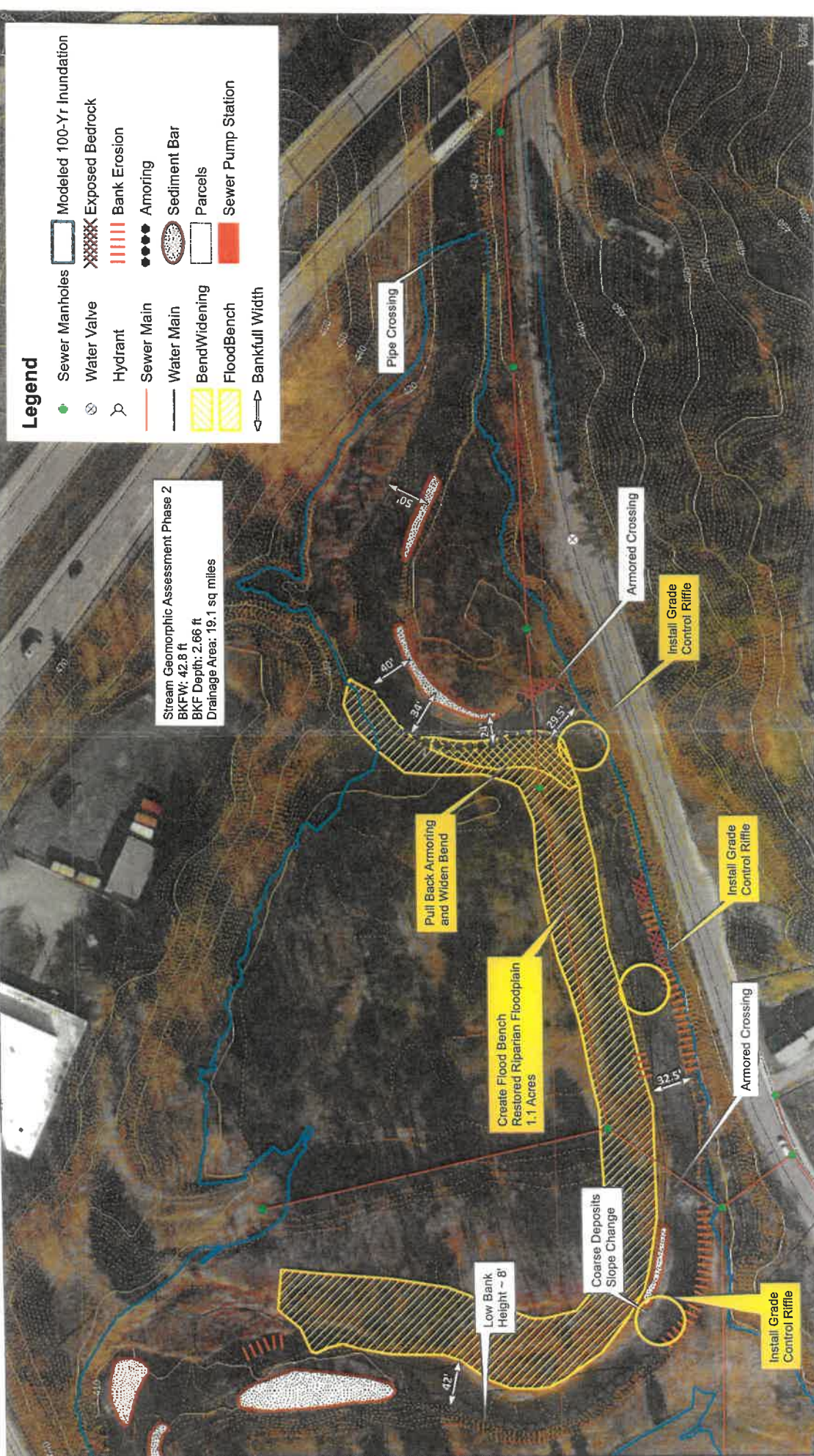
I had to let the situation go for a time. The tenants were away. I was just ready to meet my daughter and granddaughter who were coming from New Mexico, where they live. I only get to see them about once every year or two. I had experienced a pretty traumatic year with 4 surgeries. I had a knee replacement in November of 2023. Three months into that recovery, I was diagnosed with breast cancer and over the next 5 months had three more surgeries. I was recuperating all the way through and this prompted the visit of my family to come visit in August. After their visit, I began to delve into the water issue more.

I never thought the issue would be this involved. I have documented all the ways I pursued getting to the bottom of this problem. I was very worried about what it might be. My significant other, Bill, and I went to the condo. We sent a dye kit to the tenants who did the tests in both toilets but found no leakage. We kept in touch with Kia and met with Bill Woodruff who tried to help us solve the issue. We talked to Brian Lindner from Oakwood about what the problem could be other than the toilets. Not seeing leakage or hearing it with the toilets, the meter was replaced. This unfortunately did not solve the issue. We got County Plumbing to come. Their technician looked at both toilets. I don't know what else he looked into. I did not get a detailed account and he did not call me. I spoke with an office representative. He diagnosed it as a problem with the upstairs toilet and replaced necessary parts. According to the office, he did not notice the meter spinning. I had mentioned that we thought it was the downstairs and to just replace parts in both. I had them go back, paid for another service call, to replace the downstairs parts. They made the service call but did not replace parts as they did not see the issue. This was so frustrating. So we have turned off the water in that toilet while we continue to move from NH to VT and that seems to have isolated the issue to the downstairs toilet finally. I did not know how to calculate the usage from the readings. A text to Bill Woodruff on October 31st, seemed to lead to the diagnosis that with the water off downstairs, we seem to be using a normal amount of water finally. This was a relief to hear. We will switch out the downstairs toilet first and as soon as possible. We will also switch the upstairs. We are still about 80% moved and need to accomplish that as soon as possible with winter around the corner.

So with that, I am asking for the One Leak Rule. This has been a bit elusive to diagnose. Even the plumbers did not diagnose this with two trips. We have worked hard to figure it out. Given my recuperation, the timing with my tenants here but leaving, our involved move from NH to VT, I really could not have done more to work on this issue.

Thank you for your review of this situation. I have included a log of how we have approached diagnosing and taking care of this problem.

Best,
Heidi Hartwell
603-723-7233



Concept Design
 THATCHER BROOK ASSESSMENT
 TOWN OF WATERBURY



SLR
 1 SOUTH MAIN ST
 WATERBURY, VT 05676
 802.882.8335

Waterbury Water Monthly Report October 2024

Items of Interest

Sampling

Lead Service Line Inventory

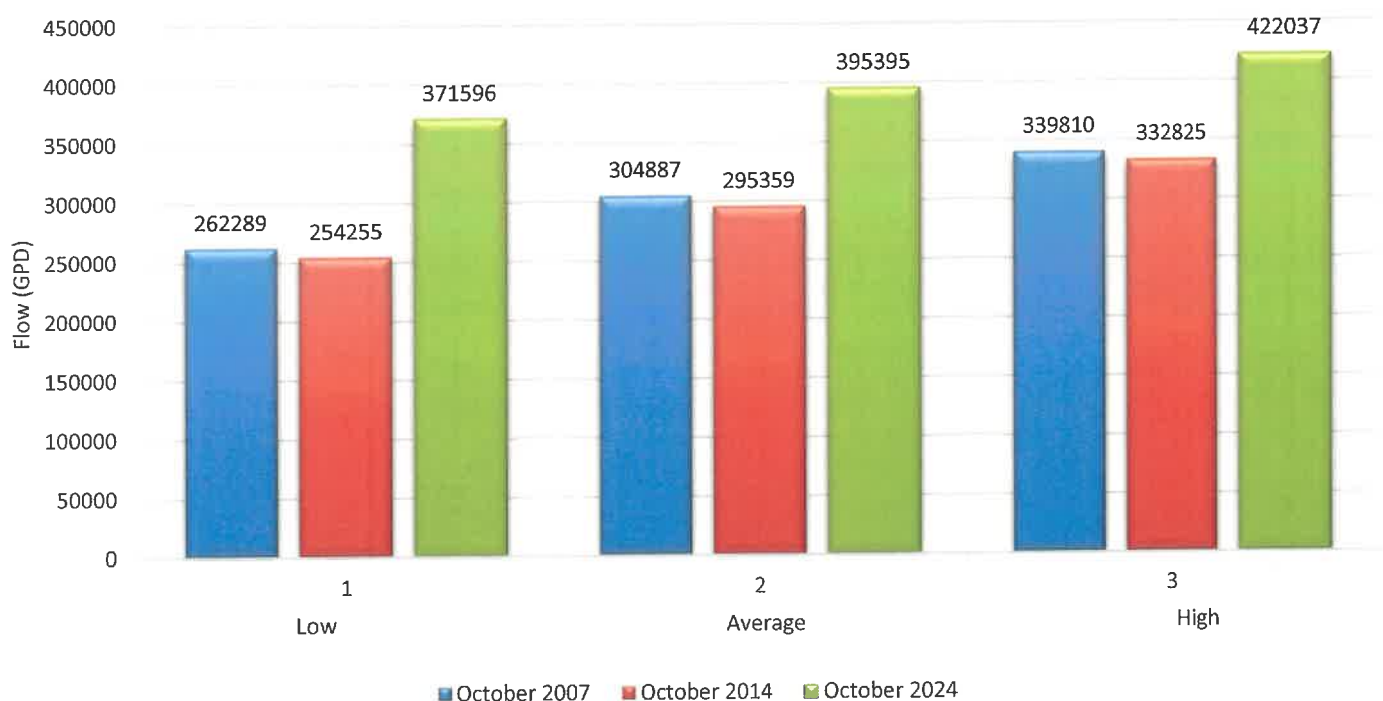
Maintenance

Weather

Flow Data

High Day	Low Day	Average Day	Peak Flow
10/08/2024	10/11/2024		10/07/2024
422037 Gallons	371596 Gallons	395395 Gallons	1107 GPM

Low, Average and High Flow (GPD) for October 2007, 2014 and 2024



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.

Lead Service Line Inventory

The Operators are pleased to announce the completion of the Lead Service Line Inventory. Over the course of nearly two years—gathering information from users, reviewing documents, and conducting onsite inspections at numerous businesses and homes—we are proud to report with high confidence that no lead was detected in our system.

During this inventory process, the water department also developed a highly detailed digital map of the water system using Diamond Maps software. Below is a sample view of the map, where blue lines represent water mains, red lines indicate service lines, and yellow dots mark individual water meters. This snapshot offers a glimpse into the comprehensive data now recorded within the map.

In the software, we have recorded user-specific information for each meter in our system. This map will be continuously updated and maintained, allowing for quick, accurate documentation whenever work is completed in the distribution system. This will make future inventory processes significantly more efficient.



Maintenance

In November, preparations for winter were completed across the Utility District. The properties were mowed for the last time, and equipment was moved into winter storage.

Operators wrapped up projects in the distribution system. On October 1, curb stops were repaired at 100 Middle Road and 124 Huntington Drive, and a water meter was replaced at 301 Acorn Drive. On October 2, damaged curb stops at 3562 and 3568 Waterbury Stowe Rd were located and fixed, and water was shut off at 6 O'Hear Court per the owner's request. A new meter was delivered to 86 Laurel Road on the 11th due to stripped threads. On the 22nd, workers at Kneeland Flats Trailer Park inadvertently disrupted a service line, causing minor water issues for a few hours, which were promptly addressed.

The recycle tank was cleaned for winter, but issues were noted with the drying bed valve, which did not retain water as intended due to the bed's design. Operators are exploring solutions to meet chlorine discharge permit requirements by the next tank cleanout in April.

Laramie Water Resources installed a long-needed recycle pump at the plant during the winter cleanout.



Meter readings were taken the final two weeks of the month.

Weather

During the month of September there was 2.04 inches of rain fall. The temperatures ranged from 22.7°F as the low and 78.7°F as the high. Our average temperature for the month was 49.2°F. Humidity high was 97% and the low was 19% with an average of 75%.

Wastewater Progress Report

October 2024

- **Process and Operations:**

- Process running well and meeting permit limits.
- Applied 34,801 gallons of sludge to drying beds.
- Splashers in Lagoon 1 and 2 were shut off when temperatures were expected to go below freezing. Will remove for the winter.
- Removed one aerator that stopped working, replaced with spare. All aerators are working.
- October 2024 Flows:
 - Influent average: .171 MGD
 - Influent total: 5.292 MG
 - Effluent average: .347 MGD
 - Effluent total: 4.169 MG
 - Precipitation: 3.43 inches/month
 - Maximum daily precipitation: .70 inches
 - Discharging days/month = 12

- **Collection System:**

- Replaced frame and cover on MH 94 after it was damaged last winter.
- Found paved over cleanout on Park Row West, installed riser and pavement patched around it.
- Fall jetting and MPS cleanout happened. Also did camera inspections on East St and Mill Rd.
- Highway dept heeled with the roadside mower on Armory and Union St access roads.

- **Office & Personnel**

- **2024 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
- Union St manhole replacement/repair #123, 124, 126- Completed
- Stream bank stabilization around MH 116-27 Dac Rowe Field
- Repair washout and road behind cemetery – Completed
- Install manhole and plug valve leaving ball field bathrooms

Edward Farrar Utility District
Commission Meeting
Wednesday, October 9, 2024
4:30pm Steele Community Room

Attendance: P.H. "Skip" Flanders, Cindy Parks, Natalie Sherman, Bob Finucane, Rick Weston
Staff: Bill Woodruff, Kia Winchell Nealy
Audience: Tom Gloor and Anne Imhoff via Zoom

The monthly meeting of the Edward Farrar Utility District was called to order at 4:39pm.

APPROVE AGENDA

- * B. Woodruff – Public Works Director – requested time to inform the board about a compliance letter from Ben & Jerry's.
 - * C. Parks requested a deadline for submitting meeting material to be reviewed by board members. She would like a deadline of 4:30 the afternoon prior to an EFUD meeting.
 - * B. Woodruff requested an Executive Session period to discuss an insurance claim.
- R. Weston made the motion to approve the agenda with the additional topics.
B. Finucane seconded the motion.
A vote was taken and passed unanimously.

UDAG LOAN COMMITTEE APPLICANT

T. Leitz – Town Manager – has received an application from Rich Hayes who is interested in joining the UDAG loan committee. R. Weston believes it would be appropriate to speak with both applicants ... and the board agrees Mr. Hayes should be invited to the next EFUD meeting to discuss the position.

WORCESTER LONG RANGE MANAGEMENT PLAN

Look at C. Parks handout for all references to the Edward Farrar Utility District.

CONCERNS ABOUT ACTIVITIES IN THE WATERSHED

C. Parks is about half-way through a list of phone calls to other communities with surface watersheds. She reports she is getting feedback on practices and activities allowed in those areas. A common comment; do NOT hide the fact that an area is a watershed ... use it as a chance to educate people about the area.

ROUTE 100 PROJECT / FUNDING

C. Parks met with EOA for congressional designated spending money. Still need thought given to come up with match for 2.4 million dollars. USDA money can not be used for a match. Must use non-federal funds.
The latest ball park estimate is approx. 2.6 but there is though it will be closer to 4 million.
Discussion will continue during the next meeting.

KNEELAND FLATS TRAILER PARK UPDATE

- * 1,300 feet of line has been tested
- * 8" pipe has been laid around the big loop
- * Center Road still needs the 4" connection
- * The entrance road is ready to be paved
- * Plumbing work has started
- * The majority of hydrants have been installed
- * Approx. 20 individual homes have been connected to the system
- * The main pressure reducing valve – which serviced all the homes in the trailer park – is scheduled to be removed and replaced with individual pressure reducing valves inside each home.

DOWNSTREET HOUSING PURCHASE

The EFUD board was presented with a contract for an "extension of option period" with a new date of November 15, 2024.

R. Weston moves to approve the first amendment to the real estate option agreement between the Edward Farrar Utility District and Downtown Housing and to authorize the EFUD manager to sign the agreement.

N. Sherman seconded the motion.

A vote was taken and passed unanimously.

ONE LEAK REQUEST

It was noted, K. Nealy – billing clerk – used three previous billing cycles to determine the customers average consumption. Both N. Sherman and R. Weston requested the calculation be reworked using the previous TWO billing cycles (per the One Leak Rule policy). Once recalculated, the adjustment can then be made on the account.

UDAG LOAN APPLICATION

The Waterbury Selectboard has recommended Waterbury Ambulance Service apply for a bank loan before applying for the UDAG loan.

ROUTE 100 / STANTEC LETTER

R. Weston asked for a summary of the Route 100 project ... and B. Woodruff explained:

- * The Playhouse and Sunflower Market on Route 100 receive water from a small diameter line from Howard Avenue.
- * Ivy Computer has expanded their facility and have toggled together a working water system.
- * There are three public water systems in that area; East Wind Drive, Woodstock Farmer's Market, and Jimmz Pizza.
- * The Route 100 project would provide water to this section of Waterbury Center.

C. Parks asked for the opportunity to review Stantec's letter and their task and labor schedule ... and will provide comments at a future meeting.

BEN & JERRY'S COMPLIANCE LETTER

B. Woodruff shared he has received a compliance letter from Ben & Jerry's informing EFUD that they have started reviewing their paperwork concerning discharge information ... and have discovered gaps in reporting and required reports. More information will be forth coming from Ben & Jerry's.

DEPARTMENT REPORTS

Water and waste-water reports were submitted and reviewed.

MINUTES OF THE MEETINGS

R. Weston approved the minutes from the September 11, 2024 meeting as written.

C. Parks seconded the motion.

A vote was taken and passed unanimously.

EXECUTIVE SESSION

At 6:10pm, B. Woodruff inquired about an executive session to discuss an insurance contractual matter.

R. Weston moved to find that premature public knowledge of the insurance contractual matter will place the Edward Farrar Utility District at a substantial disadvantage under Section 313(a)(1)(A) of the Vermont Statutes."

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

R. Weston made the motion to "enter into executive session to discuss the insurance contractual matter."

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

At 6:40pm executive session ended.

B. Finucane made the motion to authorize the EFUD manager to reimburse the customer up to the estimated amount for repairs from damages sustained at 39 Stowe Street.

R. Weston seconded the motion.

A vote was taken and passed unanimously.

ADJOURN

At 6:45pm, B. Finucane made a motion to adjourn the monthly meeting of the Edward Farrar Utility District.

R. Weston seconded the motion.

A vote was taken and passed unanimously.

* Net meeting of the Edward Farrar Utility district: November 13th

kia

APPROVED

Joint Meeting:
Waterbury Select Board & Edward Farrar Utility District

Monday, November 4, 2024
Steele Community Room
28 North Main Street

EFUD: P.H. "Skip" Flanders, Natalie Sherman, Cindy Parks, Bob Finucane, Rick Weston
Select Board: Ian Shea, Kane Sweeney, Roger Clapp, Alyssa
Audience: Lisa Scagliotti, Bill Shepeluk

The Joint Meeting of the Waterbury Select Board and Edward Farrar Utility District was called to order by S. Flanders – for the Edward Farrar Select Board – at 5:34pm ... and also by Roger Clapp – for the Waterbury Select Board – at 5:34pm.

AGENDA

R. Clapp informed the group he had offered the Agency of Natural Resources the time to make comments on the Worcester Range. ANR was not available for this evening ... but will be available on November 18, 2024.

K. Sweeney made the motion to approve the agenda as presented.

A. Johnson seconded the motion.

A vote was taken and passed unanimously.

2025 HEALTH INSURANCE PACKAGE

T. Leitz – Town Manager – has been working with Sally McKenzie of Acrisure New England to assist with reviewing costs and developing a strategy for better managing health care costs for 2025 and future years.

Leitz proposes a new methodology for health insurance; rather than the Town deciding on a dollar amount, and the employee then choosing a health care plan, all employees would be offered the MVP Bronze 3 QHDHP plan. Because this plan is a qualified high deductible plan, employees can pay for their portion of expenses using a tax-free health savings account.

By regulation, in 2025 the minimum deductible amounts that must be paid by employees are \$1,650 for a single person and \$3,000 for a multi-person plan. Once, and if, the employee pays their portion of the deductible, the Town would pay any remaining costs up to the out-of-pocket maximum.

After much calculations of difference scenarios, T. Leitz feels this proposal, on average, will be a cost savings for both the employer and the employee.

K. Sweeney made a motion – on behalf of the Waterbury Select Board - to accept the health insurance plan as presented by the Town Manager.

A. Johnson seconded the motion.

A vote was taken and passed unanimously.

R. Weston also made a motion – on behalf of the Edward Farrar Utility District – to accept the health insurance plan as presented by the Town Manager.

B. Finucane seconded the motion.

A vote was taken and passed unanimously.

TOWN / EFUD CROSS CHARGES

T. Leitz informed both boards, auditors have asked for a review of cross charges between the Town of Waterbury and the Edward Farrar Utility District.

* A new hire in EFUD has a third of his pay budgeted to the Town.

* Alec Tuscany, an EFUD employee, is also involved with town-based projects.

EMPLOYEE BREAKFAST

The employee breakfast is scheduled for Friday, November 15, 2024 at St. Leo's Hall (tentatively) ... with breakfast being served at 8am.

Coffee needs to get started at 6am.

Tables set at 7am

S. Flanders can do an EFUD representative if desired.

MANAGER'S ANNUAL REVIEW

The anniversary of T. Leitz's hiring was on October 31, 2024. He explained that employees historically receive a pay increase approximately 30 days after Town Meeting Day ... and that increase is approximately 4%. Leitz did not receive an increase as he's "off cycle" ... and is asking the board to approve a 4% increase in his pay.

It was asked if there is a process for reviewing the manager's performance. R. Clapp would like to speak with department managers to get feedback on the manager's performance. S. Flanders would also like feedback from the Town Manager as to challenges and successes. R. Clapp asked S. Flanders to manage the reviews from EFUD ... and R. Clapp will manage the reviews from the department managers.

K. Sweeney – on behalf of the Waterbury Select Board – made the motion to approve a 4% pay increase for the Town Manager.

R. Weston seconded the motion.

A vote was taken and passed unanimously.

B. Finucane – on behalf of the Edward Farrar Utility District – also made the motion to approve a 4% pay increase for the Town Manager.

R. Weston seconded the motion.

A vote was taken and passed unanimously.

That increase is effective today; Monday, November 4, 2024.

ADJOURN

At 6:45pm, someone made a motion to adjourn this evening's joint meeting between the Waterbury Select Board and the Edward Farrar Utility District.

R. Weston seconded the motion.

A vote was taken and passed unanimously.

* Next meeting of the Edward Farrar Utility District: November 13, 2024

kia