

Edward Farrar Utility District
August 12, 2020
Minutes

Present:

Commissioners: P.H. Flanders, L. Sayah, C. Parks, R. Finucane, N. Sherman all by Zoom,
B. Woodruff, W. Shepeluk, K. Petrovic staff

Public: T. Bass; J. Frailey; K. Nevin & A. Johnson RW; J Siegel; A. Lewis; A. Thompson; J. Stewart
CVEDC

Chairperson Flanders called the meeting to order at 4:35 p.m.

Public: no comment

Consider Modification to the agenda: N. Sherman requested time of the agenda to discuss a Sludge Contract at the WWTP, by consent this item was added. Agenda items: RW/Amtrak Invoices and UDAG Revolving Loan Fund were also moved up in the schedule to accommodate members of the public.

Potential Skate Park: T. Bass gave the Commissioners an overview on plans for a Skate Park the Rotary is interested in constructing on EFUD property near the Ice Center. See attached. Rotary is not requesting any funding for this project. Will discuss again at future meetings.

RW Art Display on the Pump House in the Park: RW in conjunction with Rotary members requested permission to install art at locations in Waterbury owned by EFUD. They would like to install artful birds on the Pump House at Rusty Parker and in the parking areas of Elm Street and 51 S Main Street. W. Shepeluk and B. Woodruff each voiced concern about having the art installed on the Pump House due to the Historical nature of the building. By consensus the project can continue but pieces cannot be mounted to the Pump House structure. **N. Sherman made a motion to allow Revitalizing Waterbury to install artistic birds at Rusty Parker Park, on Elm Street and at 51 South Main Street at locations approved by the Waterbury PWD. Revitalizing Waterbury will own and maintain the birds and agrees to remove them at the request of EFUD should the integrity of the sculptures deteriorate. C. Parks seconded the motion; a vote was held and passed unanimously.**

Economic Development Annual Report

K. Nevin & A. Johnson addressed the Board regarding services Revitalizing Waterbury is currently offering and the needs of businesses in the Community in the wake of COVID and Main Street Reconstruction.

RW/Amtrak Invoices: W. Shepeluk provided the Commissioners with an overview of the events that led to Amtrak requesting a \$26,320.08 refund from Revitalizing Waterbury for water and sewer bills paid by Amtrak from 2006-2019; see memo. **C. Parks made a motion to reimburse \$13,160.00 to Amtrak and allow the District Manager to determine the portion of the refund from each department based on percentages of revenue. L. Sayah seconded the motion; a vote was held and passed unanimously. R. Finucane made a motion to authorize the Utility Billing Clerk to reduce the number of base charges for water and sewer billed to Revitalizing Waterbury for the railroad station from 11 to 8 because the coffee shop allocation was based on that of a restaurant. N. Sherman seconded the motion; a vote was held and passed unanimously.** Revitalizing Waterbury acknowledges if they require additional allocation in the future, they will be required to buy it back.

UDAG Revolving Loan Fund – potential expanded use: J. Stewart from Central Vermont Economic Development Corporation (CVEDC) spoke to the Commissioners about the work CVEDC is doing to assist businesses with loans. J. Stewart presented the idea of a Regional Loan Fund that would serve communities outside of the former Village and be managed by CVEDC. CVEDC has a well-established underwriting and loan servicing system in place and is willing to take over servicing UDAG loans for a fee typically calculated by a percentage of interest earned. CVEDC suggests they would vet applications and allow EFUD Commissioners to make final lending decisions. **N. Sherman made a motion to expand the UDAG lending area outside of EFUD to include all of Waterbury and locations in Moretown and Duxbury currently served by the Duxbury-Moretown Fire District #1, which is a customer of the EFUD water department. L Sayah seconded the motion; a vote was held and passed unanimously.**

Town Energy Plan Committee: N. Sherman made a motion to appoint C. Parks to serve on the Energy Committee on behalf of EFUD. R. Finucane seconded the motion; a vote was held and passed unanimously.

Auditor Engagement Letter: R. Finucane made a motion to authorize the District Manager to sign the Engagement Letter with Sullivan Powers & Co., P.C. C. Parks seconded the motion; a vote was held and passed unanimously.

Solar Array at WWTP: W. Shepeluk explained to the Commissioners that a possible delay of this project has been worked out and C. Parsons will proceed. Construction of the array will begin on September 28th; the Certificate of Public Goods requires completion no later than November 1st.

Sludge Contract: R. Finucane made a motion authorizing the District Manager or his designee to sign a contract with Englobe Corp. USA for removal of sludge at the Waterbury WWTP at a cost not to exceed \$20,250.00. C. Parks seconded the motion; a vote was held and passed unanimously.

Consider Informative Signs at the Watershed: C. Parks requested this topic be tabled until she can obtain some examples of language other Water Districts are using from a colleague.

Department Reports: The Commissioners thanked the Departments for submitted reports

One Leak Rule Case: R. Finucane made a motion to approve the One Leak Rule for Neudorfer/Dean Family Trust Acc: #700-0253; 253 Maple Street Waterbury Center. C. Parks seconded the motion; a vote was held and passed unanimously.

Minutes: C. Parks made a motion to approve the minutes of the Annual Meeting of July 8, 2020 as written. R. Finucane seconded the motion; a vote was held and passed unanimously. N. Sherman made a motion to approve the meeting minutes of June 2, 2020 as written; a vote was held and passed unanimously.

R. Finucane made a motion to adjourn, N. Sherman seconded; a vote was held and passed unanimously.

The next meeting of the Edward Farrar Utility District is scheduled to be held on September 9, 2020

Edward Farrar Utility District Commissioners Meeting

Wednesday August 12, 2020

4:30 pm Via internet connection on Zoom

No one will be at Steele Community Room

28 North Main St Waterbury VT

Agenda

Under the general restrictions concerning the health concerns for COVID-19 the commissioners are holding this meeting on video media program Zoom. You may join either by using the above link or calling this number.

Join Zoom Meeting

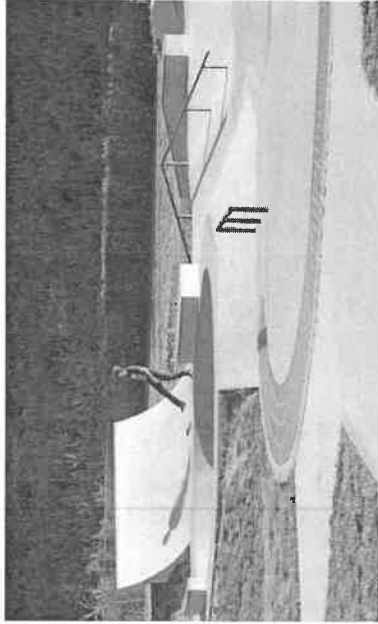
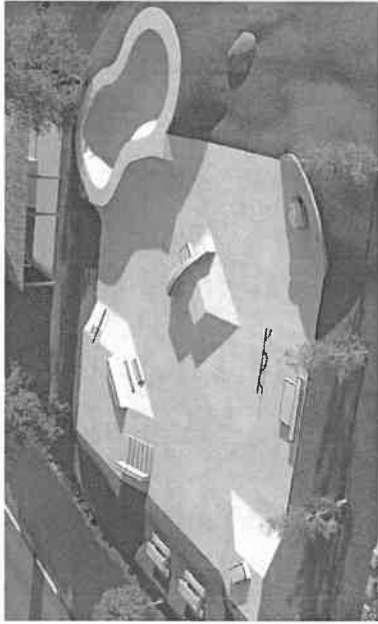
<https://zoom.us/j/91889939439?pwd=OXhRUkFpsYklUZ0k1QjBibzVxbGZRZz09>

Meeting ID: 918 8993 9439

Passcode: 780306

Phone: 1-312-626-6799 OR 1-929-205-6099

- | | |
|---------|---|
| 4:30 pm | Call to Order |
| 4:31 pm | Public |
| 4:36 pm | Potential Skate Park discussions |
| 4:46 pm | RW Art Display on the Pump House in Park |
| 4:51 pm | Economic Development Annual Report |
| 5:03 pm | Town Energy Plan Committee |
| 5:08 pm | Auditor Engagement Letter |
| 5:20 pm | One Leak Rule Cases |
| 5:30 pm | RW/Amtrak Invoices |
| 5:45 pm | UDAG Revolving Loan Fund – potential expanded use |
| 6:05 pm | Solar Array at WWTF |
| 6:15 pm | Consider Informative signs in the Watershed |
| 6:25 pm | Public Works / Department Reports and Updates |
| 6:35 pm | Minutes of Annual Meeting of July 8, 2020 |
| 6:40 pm | Adjourn |



WATERBURY SKATE PARK

Pre-Proposal to Edward Farrar Utility District – August 12, 2020

Why Build A Skatepark?

- Recreation for all ages with inexpensive entry
- Great alternative to team sports
- Investment that benefits community and businesses
- Current skatepark in Waterbury Center
 - Highly used
 - But becoming difficult to maintain
- Many towns across America are building these parks and are seeing great benefits



Another Reason to Come to Waterbury



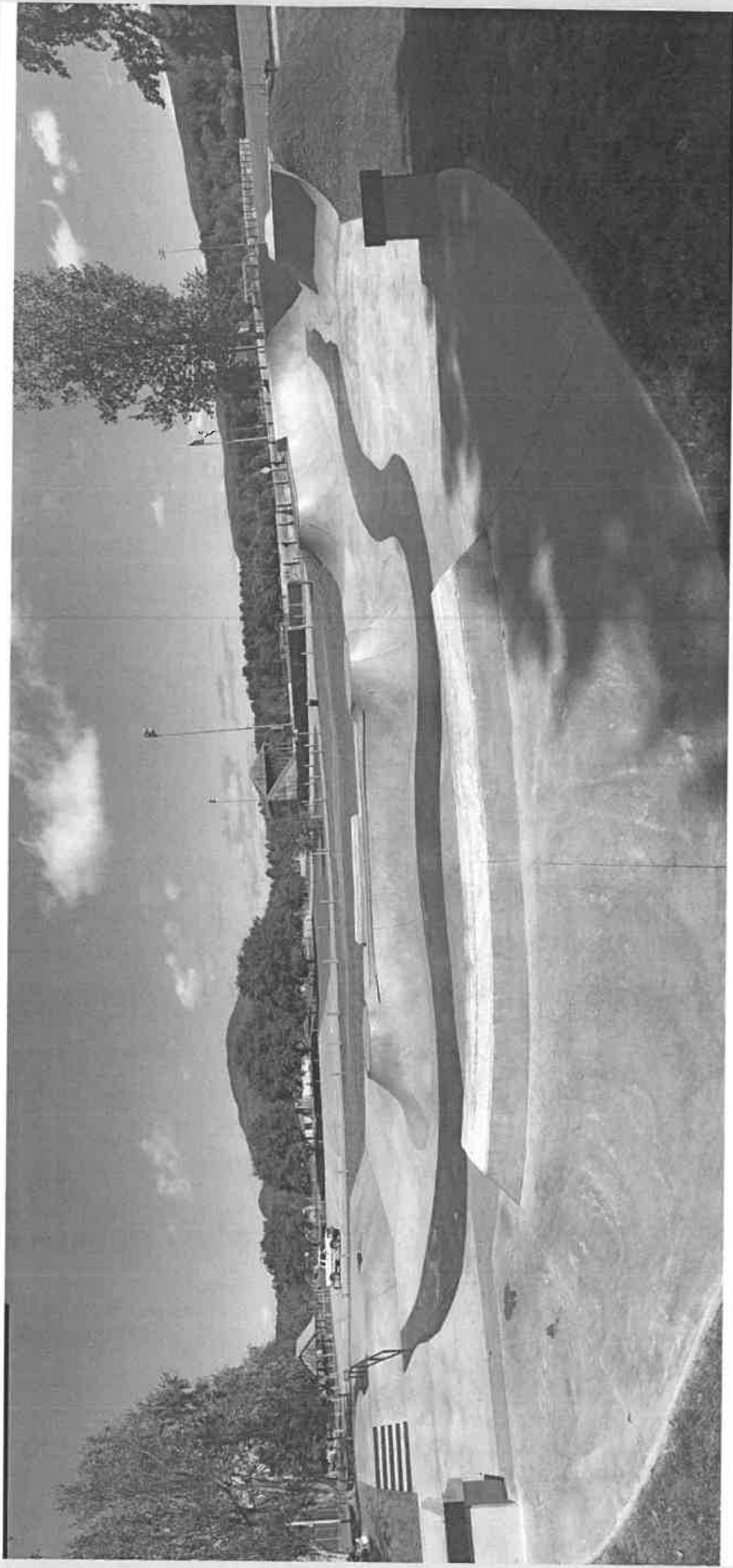
Already a Recreational Crossroad for Central Vermont

Possible Site and Estimated Cost

- Next to Ice Rink
- Approx. 7500-10,000ft²
- Currently unused
- Approximate Costs
- \$300K - \$400K
- Fundraising Already in Play



Example Park in Manchester VT – 10,000ft²

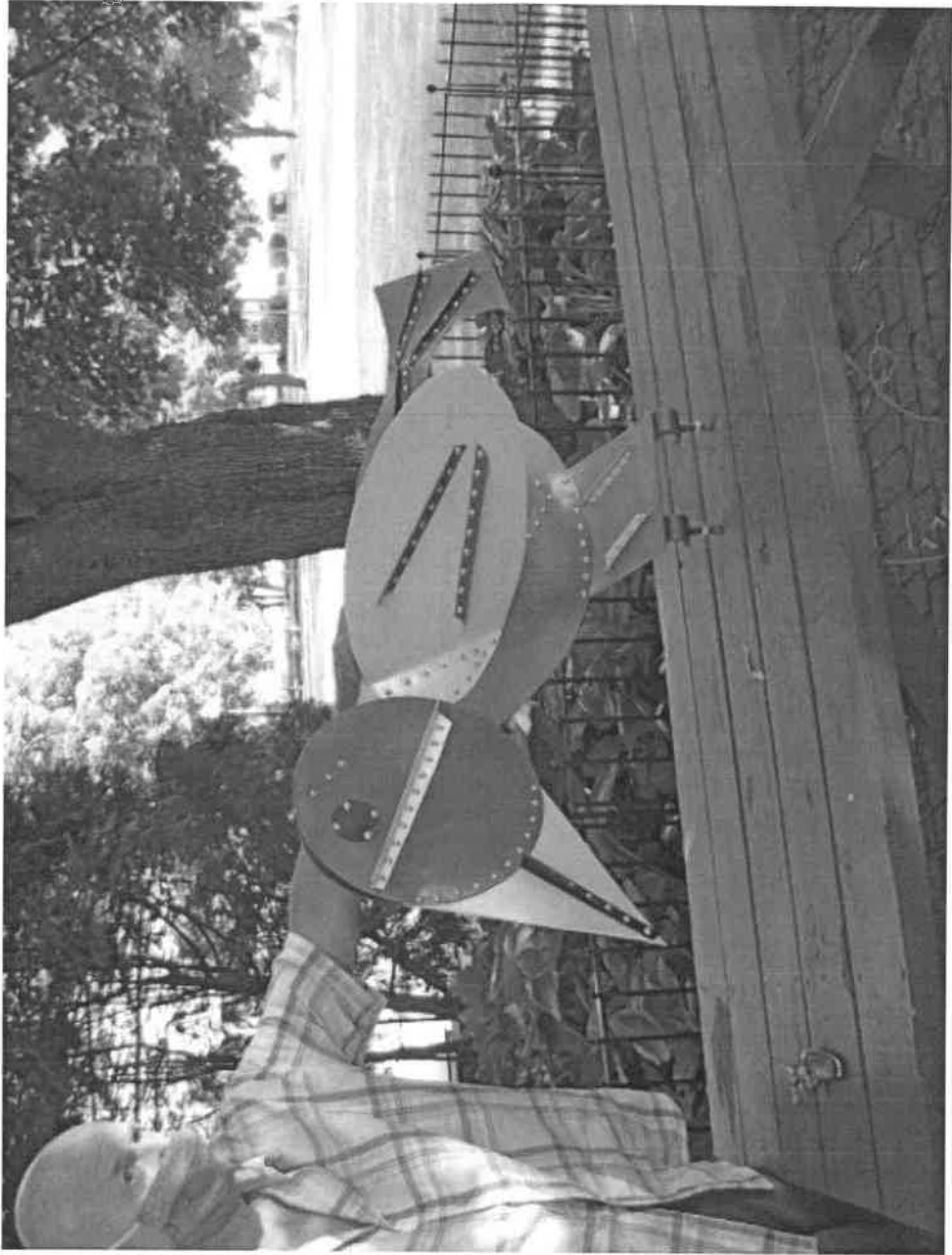


Additional Information

- Proposed timeline
 - Fundraising to start immediately
 - Design/build by summer 2022
- Possible funding via:
 - Tony Hawk Foundation
 - Major brands and businesses -> local and national
- Specialized skatepark design/build company already engaged

Next Steps Information needs

- Request to EFUD for information needs
- What is needed to move this forward?
 - Maybe use dog park and Capitol Soccer fields as blueprint
- Is the proposed site an option? If not:
 - Recommendations for other possible sites



Karen Petrovic

From: Skip Flanders <wtbskip@comcast.net>
Sent: Saturday, July 4, 2020 8:52 AM
To: 'Al Lewis'
Cc: 'Natalie Sherman'; William Shepeluk; Bob Finucane; cynthiap299@gmail.com; Skip Flanders; Karen Petrovic
Subject: FW: RW Art Display
Attachments: IMG_5465.JPG; IMG_5466.JPG

Hi Al, thanks for asking about the location for the sculpture. We will take it up at a next regular meeting. We have been doing Zoom meeting the last few months. The July meeting is our rescheduled annual meeting and the warning has been posted. None of us has Lefty's email address- he likes it that way. Thanks All and I will let you know when we will be meeting. Skip

From: Al Lewis [mailto:rallynlewis@gmail.com]
Sent: Thursday, July 2, 2020 10:27 AM
To: William Shepeluk <wshepeluk@waterburyvt.com>; Skip Flanders <wtbskip@comcast.net>; nataliejsherman@gmail.com
Subject: RW Art Display

Attached is a picture of the Bird prototype (made of aluminum) that Tyler Vendituoli of Vergennes created as his proposal for the RR Trestle a few years ago. The RR Train sculpture won out and was selected. RW paid for and owns the prototype. Both RW and the Rotary Park Committee have reviewed locations around Downtown for exhibiting the Bird and the consensus of both is to mount it on the Rusty Parker Park bandstand wall facing the patio just above the bricked-in window. The Bird would attach to an 18" long 2" x 2" stainless steel angle iron (painted black). The angle iron would be fastened to the brick with two concrete fastener bolts.

Since the building is owned by the Water & Sewer District, on behalf of RW and Rotary I am seeking approval of the District Commissioners (sorry, I don't have Lefty's e-mail address) to install the Bird on their building at the location in the pictures. Jack Carter is raising the Bird to it's position above the bricked-in window.

RW is considering the possibility of having a few of these Birds made and purchased for other locations around Town and in Downtown along with other art display options including wall murals, sculptures, paintings, etc.

If you concur, please respond ASAP so we can get it mounted.

ECONOMIC DEVELOPMENT SERVICES REPORT

January – July 2020

In fulfillment of the MOU between the Town of Waterbury and Revitalizing Waterbury for Economic Development Services, the following report provides an overview of the work and success of the Economic Development Director position for the past seven months.

Since mid-March, the chief focus has been on supporting businesses as they navigate the evolving dynamic of the COVID-19 pandemic and its impact on their operations, particularly with regards to operating guidance, as well as state and federal financial assistance programs.

COVID-19 Response:

- Partnered with Stowe Area Association to cohost 17 virtual meetings with Waterbury and Stowe businesses to share experiences, collaborate, connect with state and federal legislators, and receive updates from relevant experts (Vermont Small Business Development Center, Designated Downtown program, etc.).
- Created, maintained, and updated a Waterbury COVID-19 webpage with updated business statuses and how to support businesses. Page received over 1,300 views.
- Provided regular updates to over 200 businesses on operating guidance, financing options and other updates. Sent 24 informational emails.
- Served as a resource for existing businesses owners. Provided specific business referrals to over 30 businesses regarding unemployment, operating guidance, and financial assistance programs.
- Created and updated business resources webpages with information on local, state, and federal business support programs. Participated in calls and webinars from the Agency of Commerce and Community Development, Department of Labor, Vermont Small Business Development Center, congressional representatives, Main Street Alliance of Vermont, and others to receive updates.
- Created and promoted a gift card campaign to encourage local gift card purchases. Included over 30 businesses in the promotion.

Board of Directors: *Whitney Aldrich, Katya D'Angelo, Jenny Davidson, Julie Frailey, David Luce, Ollie Thompson, Theresa Wood*

- Attended Waterbury COVID-19 meetings to provide updates and coordinate with other town responses.
- Provided information on Waterbury businesses for mask making and EFUD business support efforts.
- Participated in calls with other Designated Downtown organizations to share resources and provide updates.
- Presented on the Vermont Council on Rural Development Community Organizer call.
- Spoke with the Burlington Free Press and Waterbury Roundabout.

Additional Business Support:

- Welcomed PK Coffee, ZenBarn Farms, Central Vermont Gymnastics Academy to Waterbury. Hosted a ribbon cutting ceremony for PK Coffee. Supported the relocation of Tabatha Henry Designs.
- Provided ongoing outreach and support to businesses during the Main Street Reconstruction project, including one-on-one meetings, email outreach, a business-focused meeting, and promotional support.
- Served as a resource for existing businesses owners. Provided specific business support referrals to nine businesses regarding local regulations, permitting, and new business initiatives.
- Maintained a list of available commercial properties. Responded to inquiries from current and prospective businesses regarding available properties.

Planning, Policy and Organizational Capacity Building:

- Attended Planning Commission meetings and hearings to provide input. Continued participation in the Waterbury Planning Commission's Unified Development Bylaw rewrite.
- Lead the collection of downtown investment statistics to maintain Waterbury's *Designated Downtown* designation.
- Supported the ongoing operation of the Waterbury Area Development Committee (WADC). Began the process of restructuring the WADC to be more incorporated into RW's organizational structure.
- Provided information about the UDAG loan process to three business and property owners.
- Assisted in the ongoing maintenance of Revitalizing Waterbury's internal and external business directories.



Committed to preserving, promoting and enhancing the economic, historic and social vitality of Waterbury, Vermont for residents, businesses and visitor alike.

Community Outreach and Partnerships:

- Hosted a business mixer at Woodstock Farmers Market.
- Collaborated with Let's Grow Kids and SunCommon to explore options for supporting expanded childcare options in Waterbury.
- Participated in Waterbury Land Initiative meetings to consider potential conservation, development, and/or recreation opportunities for lands in Waterbury.

Board of Directors: *Whitney Albrich, Katya D'Angelo, Jenny Davidson, Julie Frailey, David Luce, Ollie Thompson, Theresa Wood*

P.O. BOX 473, WATERBURY, VT 05676 | 802.793.6029 | WWW.REVITALIZINGWATERBURY.ORG

To: EFUD Commissioners
From: W. Shepeluk, Municipal Manager
Date: August 8, 2020

Re: Error in Billing—Revitalizing Waterbury/Amtrak

Recommendation: EFUD reimburses Amtrak one-half (\$13,160) of the \$26,320 of water-sewer charges inadvertently billed to Amtrak since May of 2006.

Justification:

Revitalizing Waterbury (RW) and Amtrak have a long standing lease that stipulates RW is responsible to pay all utility bills in the building. In spite of a record in our files dated 6/25/07 from our water superintendent to our utility billing clerk, indicating the building (now) had one service and one meter, billing for the second service continued through February 2020 with Amtrak having been assigned the metered account and RW the non-metered account.

Through an internal audit conducted early this year, Amtrak determined it has been billed by and has paid the Village/EFUD \$26,320 in water-sewer charges since 2006 that were the responsibility of RW, according to their lease agreement. On June 15, 2020, Alan Warner of Amtrak sent a letter to Karen Nevin of RW, seeking reimbursement of the \$26,320 that should have been billed to and paid by RW, according to their lease agreement.

Since the Village of Waterbury/EFUD sent a water-sewer bill to RW for each quarterly billing cycle since 2006, RW had no way to know they were not complying with the conditions of their lease with Amtrak concerning payment of utility bills. RW has consistently paid their water-sewer bills to the Village/EFUD for all these years. Had Amtrak been more observant, this issue of incorrect billing could have been resolved long ago by simply informing RW that bills were being sent to Amtrak by the Village/EFUD.

When I first got involved, I pleaded RW's case to Amtrak indicating they had no real ability to come up with \$26,320 to make Amtrak whole. At the same time I informed Amtrak about RW's mission and told them the beautiful station they get to use in Waterbury is a result of RW's work. Since June 18th, I have lobbied Amtrak by letter and through several e-mails asking them to simply write off the \$26,320 loss, taking comfort that their audit would save them about \$2,300 a year going forward—I did not tell them the Village/EFUD bore some responsibility for their overpayment as we continued to bill Amtrak in spite of the directions we provided to our self.

Mr. Warner of Amtrak wrote back a heartfelt letter expressing appreciation for the work RW does for the community and for the beautiful renovated railroad station RW provides to Amtrak—I had sent him before and after renovation pictures of the station when I made my

appeal to him. In the letter he told me how COVID-19 was negatively impacting services that Amtrak can provide across the country and the loss of revenue the company was enduring. He told me Amtrak could not agree to write off the \$26,320 loss.

However, he expressed a willingness to “negotiate a sum” to resolve the matter. I reiterated that RW had no real means of paying anything to Amtrak. I also reminded him that Amtrak bore a great responsibility in the matter as it accepted bills from the Village/EFUD and made the utility payments for 13 or 14 years even though it was contrary to its lease. I suggested EFUD might be willing to pay \$10,000 to Amtrak to resolve the matter. Not surprisingly, but as I expected, Amtrak countered with an offer to “call it a day” and accept \$13,160—50 cents on the dollar as reimbursement.

While I do believe that Amtrak allowed this to occur by never reviewing their receipt of bills against the conditions of their lease, I cannot deny that the Village/EFUD started the ball rolling by continuing to send bills for the building to two parties. If we and RW fight over this, the Waterbury community may lose and even if we “win” it is likely more will be spent than the \$13,160 this deal will cost us doing so.

End discussion on Reimbursement

Going Forward-What does this mean for EFUD and RW?

Even though EFUD was sending bills for water-sewer service for the railroad station to RW and Amtrak, the total billed per quarter was likely too low. I did not go back to look at over the more than 52 quarters of billing records, but when I reviewed the bills due in December that were sent to both RW and Amtrak, the total billed was low by \$243. Amtrak had been being billed 2 water base charges and 2 sewer base charges per quarter (\$174 total) plus metered consumption charges for water and sewer. RW was being charged the non-metered rate for water and sewer consumption (remember there is only 1 meter in the building and it has been assigned to Amtrak) and was being billed for 11 water base charges. Sewer base charges should have been 11 units as well, but 0 units have been charged.

For the bill due in December 2019, the last quarter before COVID shut downs came into play, RW was billed \$548.70 and Amtrak \$708.65 for a total of \$1,257.35. Had the billing been correct, Amtrak would have been billed \$0.00 and RW would have been billed \$1,491.65. EFUD shorted itself \$234.30.

Regardless of EFUD’s decision about refunding \$13,160 to Amtrak, EFUD no longer bills that company at their request, with the assent of RW. In addition, assignment of base charges to RW for water and sewer service needs to be corrected and the billing status needs to be converted from 1 “non-metered” charge for water and sewer to a metered charge for consumption of water and use of sewer.

Though 13 water base charges were formerly assessed to the building (2 to Amtrak and 11 to RW), only 2 sewer base charges were billed—the ones charged to Amtrak. Thirteen water base units would assume an allocation of 2,600 gpd for the building and the same capacity would

apply for sewer capacity. If we started with the 11 water charges RW had been assigned and applied that to sewer, the allocation for the building would be 2,200 gpd. The 2,200 gpd capacity is based on a calculation of flow made by Arnold & Scangas Architects submitted in 2005 with the application for allocation. I am trying now to determine how many restaurant seats the café currently has in place. The application stated 40 seats.

Continuing with 11 base charges for water and assigning 11 base charges for sewer service would result in a total billing for base charges of \$957/quarter for RW. The consumption charges to Amtrak for water and sewer service on the December bill were \$534.65. If that had been properly billed to RW, its total bill for base charges and consumption in December would have been \$1,491.65. That is \$942.95 higher than the December water-sewer bill RW received.

For the three year period January 2017-December 2019, average water consumption/sewer usage at the train station has been 7,210cf/quarter. Water and sewer consumption charges then would average \$406.30/quarter. Combined with the base charges, the quarterly bill would average \$1,363.30/quarter, \$814.60 higher than the \$548.70 "standard quarterly bill" EFUD has been sending to RW each quarter. On an annual basis, RW would be paying \$3,258.40 more than they do now for water-sewer service.

From the attached Excel spreadsheet, one can see that the highest quarterly consumption at the train station in that same three year period was 9,200cf. That translates to about 765 gpd (9,200cf/90 days*7.48g/cf). Might EFUD consider assigning base charges to RW at 1.5 times this "average high demand day"? If so, 1,530 gpd of water and sewer capacity would be assigned the building. That translates to 8 base charges (1,530 gpd/200 = 7.65 = 8 units). The total bill for base charges would then be \$696.00/quarter. Adding the average bill of \$406.30/quarter would bring the average total bill to \$1,102.30/quarter. If the consumption charges for the December bill were added to a bill with 8 water and sewer base charges, the total bill would have been \$1,230.65, roughly the same \$1,257.35 EFUD collected from Amtrak and RW in the December billing.

I know this has been a lengthy memo and I know I am advocating for a lesser assignment of capacity to RW than our standard operating procedure would normally indicate. However, the railroad station is the only "cost center" in the RW budget where revenues exceed expenses in a significant fashion. With the station being closed and major questions about the continuing presence of the GMCR café in Waterbury, given the restructuring of Keurig-Dr. Pepper, I think it best if we can assist them with a utility bill that is a bit lower than it otherwise might be. And although EFUD will be foregoing some revenue it might be able to collect, the billing to RW for each quarter will be relatively close to what EFUD has been taking in from these two accounts, at least of late.

Thanks for your consideration.

	Cubic Feet	Average Gallons per year	7.48052
Jul-20	200		
Apr-20	2700		
Jan-20	3900		
Average/Q	2267	67,823.38	
Nov-19	9200		
Jul-19	7800		
Apr-19	5100		
Jan-19	5500		
Average/Q	6900	206,462.35	
Oct-18	8300		
Jul-18	8000		
Apr-18	5700		
Jan-18	6700		
Average/Q	7175	214,690.92	
Oct-17	8900		
Aug-17	9100		
Apr-17	6000		
Jan-17	6200		
Average/Q	7550	225,911.70	

Average of 2017, 2018 & 2019

Cf	Ave Gallons/Year
7208 per Quarter	215,688.33

Highest Quarter = 9,200 CF = 102.22 cf/day = 764.60 gpd, assume peak = x 1.5 = 1,



June 15, 2020

Revitalizing Waterbury
Attn: Karen Nevin, Executive Director
46 S Main Street
Waterbury Village Historic District, VT 05676
Tel. (802)793-6029
karen@revitalizingwaterbury.org

**RE: National Railroad Passenger Corporation (Amtrak) Waterbury Vermont Station Facility,
Water Service Use**

Address: US Highway 2 & Park Row, Waterbury, VT 05676 Sent via USPS and electronic mail

Dear Karen,

National Railroad Passenger Corporation's (Amtrak) review of the Sub-Lease Agreement between Revitalizing Waterbury, Inc. (Sub-Sublandlord) and Green Mountain Coffee Roasters, Inc. (Sub-Subtenant) executed January 17th 2006, Section 9, Services and Utilities indicates the following:

- Sub-Subtenant (Green Mountain Coffee) covenants and agrees to pay all charges for electricity, water, sewer and other municipal assuagements which may, either during or prior to (in case of additional water wastewater allocation fees for Sub-Subtenant's Sublease be charged or assessed, or imposed upon the Premises, and upon any and all betterments or other improvements placed thereon by Sub-Subtenant.

A review of Amtrak records indicates that Amtrak has mistakenly been paying for water and sewer at Waterbury Train Station for the period May 1, 2006 through January 31, 2020, which totals \$26,320.08 and is summarized in the enclosed document.

Amtrak respectfully requests reimbursement for the \$26,320.08 that Amtrak paid on behalf of Revitalizing Waterbury. Please have the check made payable to National Railroad Passenger Corporation (dba Amtrak) and mail to my attention for disposition.

Please feel free to contact me, Amtrak looks forward to working with you to resolve this matter.

Respectfully,

Alan Warner
Senior Manager, Real Estate Development
National Railroad Passenger Corporation
30th Street Station, 5S-014, Box 25
Philadelphia, PA. 19104
O (215) 349-1953
F (215) 349-1983
warnera@amtrak.com

Cc: W. Sfida (Amtrak)
N. Annucci (Amtrak)
K. Holahan (Amtrak)
D. Martin (Amtrak)



WATERBURY MUNICIPAL OFFICE
802.244.7033 OR 802.244.5858
FAX: 802.244.1014
28 NORTH MAIN STREET, SUITE #1
WATERBURY, VT 05676
WATERBURYVT.COM

June 18, 2020

Mr. Alan Warner
Senior Manager, Real Estate Development
National Railroad Passenger Corp.
30th Street Station, 5S-014, Box 25
Philadelphia, PA 19104

By e-mail: warnera@amtrak.com

Re: Amtrak Waterbury, Vermont Station Facility-water/sewer billing

Dear Mr. Warner,

It has just recently come to my attention that Amtrak has raised an issue with Revitalizing Waterbury, the owner of the building where the Amtrak station is located in Waterbury, VT, concerning bills for water and sewer services. It is clear that Amtrak's dispute is with Revitalizing Waterbury (RW), the organization with which Amtrak is party to a lease agreement for the space. The utility services have been provided to the building going back well before 2006 when a major renovation was completed. The portion of the costs that Amtrak has paid since then accurately reflect the value of the services provided. At the recent request of RW, in accordance with the provisions of their lease with Amtrak, the Edward Farrar Utility District, which I manage, has changed the responsible party for paying the utility services Amtrak has been billed for to RW. Going forward, no utility bills will be sent to Amtrak.

I understand an audit exposed these utility service payments made in error by Amtrak over a period of about 14 years. On behalf of RW, I wonder if Amtrak might simply write-off this mistake? And I ask that with sincerity and respect, as I understand the importance of paying for only authorized expenses. In addition, I understand the need to seek restitution when one learns that money was spent to the benefit of another party and to the detriment of Amtrak. Why do I ask for your consideration in this matter, which seems quite straight-forward? Simply to allow Revitalizing Waterbury to keep money which it really does not have to spend.

You may not be aware, but Revitalizing Waterbury is a not-for-profit organization, created in the early 1990s with a handful of volunteers from the Waterbury community, which adopted as its mission the preservation of the history and architecture of downtown Waterbury. Its mission has evolved overtime and now includes the promotion of the downtown business community. One of its most successful projects was the purchase and restoration of the railroad station in which Amtrak now operates. It is a shining star in the portfolio of work that RW has undertaken as it now moves into its 4th decade of service to the Waterbury community.

The building was built in 1875 by the Central Vermont Railroad. It served passengers traveling between and to cities such as Montreal, Boston, New York, and from those places the entire

North American Continent, into the 1960s. The mid-20th century decline in passenger rail travel took its toll on the stately structure. Some of its finer elements were lost to time and decay and its very existence was threatened by the beginning of the 21st century.

Amtrak has operated a station in the building since the 1970s, but there was no elegance to it. In the early 2000s, Revitalizing Waterbury began its quest to renovate the building. Ultimately the organization borrowed \$150,000 from Waterbury's municipal revolving loan fund to buy the building. Revitalizing then raised \$1.2 million in grants and donations to undertake and complete a spectacular renovation project. Inside and out, the building is a gem and is the centerpiece of Waterbury's Downtown.

As you are well aware, Amtrak is not currently operating its Vermonter train due to COVID-19 concerns. In addition, the café in the building operated by Green Mountain Coffee Roasters is closed. Donations from individuals and businesses, the life-blood of Revitalizing Waterbury has dried up, too. Having to reimburse Amtrak for the \$26,320 of utility bills Amtrak mistakenly paid over the past 14 years will be a Herculean task for Revitalizing Waterbury.


Please know, Revitalizing Waterbury has not been forwarding the utility bills to Amtrak. The organization has been paying its utility bill all these years, just as Amtrak has. For most of its history RW had no paid staff. A volunteer board made up of community members shepherded the organization well past the time the renovation project was completed. The only fault Revitalizing Waterbury has in this billing mistake is that it did not insure the Utility District sent all the bills for water and sewer services to them.

The Edward Farrar Utility District has always sent bills to both Revitalizing Waterbury and Amtrak for the utility services in the station building. These are not duplicate bills, but were for two service connections. So while your lease suggests that RW is responsible for the bills, the volunteers and now staff who pay its bills were not aware Amtrak was getting a bill as RW was sent a bill each quarter. I am sure they figured that was the only bill being sent. And of course, in spite of the lease language, Amtrak paid the bills for 14 years without ever questioning why.

Given all of these circumstances, I wonder if there is any way Amtrak can just call it a wash and forgive this debt which no one even knew about until just a few weeks ago. While it is necessary and understandable that Amtrak needs to be good stewards of its budget and cash, I am certain Amtrak can withstand this mistaken expenditure far more easily than Revitalizing Waterbury can.

Please take a look at the pictures attached to this e-mail. I think you'll agree RW did a splendid job, the worth of which to Amtrak and its passengers who use the building, is far more than \$26,320. I appreciate any consideration you may give to this request and I look forward to your response.

Sincerely,



William A. Shepeluk
Municipal Manager

Karen Petrovic

From: William Shepeluk
Sent: Wednesday, August 12, 2020 4:15 PM
To: Skip Flanders; Natalie Sherman; robert finucane; cynthia parks; Parks, Cynthia
Cc: Karen Petrovic
Subject: EFUD Agenda Item-Energy Committee

FYI Re: Agenda Item "Town Energy Plan Committee

At town meeting a motion was approved asking the select board to appoint a committee to assist elected officials and municipal staff to implement the town energy plan that was adopted by the select board in December of 2018. Waterbury LEAP spearheaded the push to get this article on the town meeting warning. In late March, a few weeks after town meeting, Duncan McDougal of LEAP wrote the e-mail below to the select board, recommending the composition of the committee. As you'll see, he suggested 1 EFUD commissioner as a member of the committee.

The select board has appointed Mark Frier as their representative. The appointed Curtis Ostler and Daniel Beideck as the community members. I know the PC has appointed its member, but I fail to remember who it is. The organizers of the committee would like an EFUD commissioner on the committee. Your choice.

Bill

William A. Shepeluk
Waterbury Municipal Manager
(802) 244-7033



To the Waterbury Select Board,

This evening during the Select Board meeting you will be discussing the composition of the Energy Plan Committee. I wanted to share with you some quick thoughts on the topic:

Implementation Actions

The Waterbury Energy Plan has **52 specific Action Items** listed.

For each Action Item there is: 1) A short description of the action; 2) The group(s) that might take responsibility; 3) The priority of the item (*High / Medium / Low*); 4) the suggested timeline; 5) and measures of success.

Energy Plan Committee

Based on the number of times various groups were listed under 'Responsibility', I would recommend the following composition for the Energy Plan Committee:

Group / # of Reps

Selectboard (1)
Planning Commission (1)
Town Staff (1)
Efficiency Vermont (1)
Revitalizing Waterbury (1)
Edward Farrar Utility District Commissioner (1)
Waterbury LEAP (2)
Community Members (2)

I suggest two members of Waterbury LEAP because they can conduct research, make contacts, and do leg work between meetings to help move projects forward.

Several other groups can be called upon only when a topic calls their expertise (e.g., Drive Electric Vermont, Trans, GMP) but do not need to be on the committee. I might also suggest someone from **Vermont Natural Resources Council (VNRC)** join us periodically. They know a great deal about which Vermont towns have already undertaken which green energy projects, and who the experts are for any green energy initiative.

Frequency of Meetings

Lastly, I would suggest this committee could meet **quarterly**, with work being done between meetings.

Those are some thoughts, in case they are helpful. I look forward to seeing you this evening.

Warm wishes,

Duncan

Duncan McDougall - Chair
Waterbury LEAP

Sullivan, Powers & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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March 31, 2020

Board of Commissioners
Edward Farrar Utility District
28 North Main Street, Suite 1
Waterbury, Vermont 05676

This letter is to confirm our understanding of the terms and objectives of our engagement.

SCOPE OF SERVICES

We are prepared to perform an audit of the financial statements of the Edward Farrar Utility District as of and for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Edward Farrar Utility District as of and for year ended December 31, 2019.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Edward Farrar Utility District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Edward Farrar Utility District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis, if presented.
2. Schedule of Proportionate Share of the Net Pension Liability – VMERS Defined Benefit Plan
3. Schedule of Contributions – VMERS Defined Benefit Plan

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion about whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in "Government Auditing Standards", issued by the Comptroller General of the United States, and will include tests of the accounting records of the Edward Farrar Utility District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Edward Farrar Utility District's financial statements. Our report will be addressed to the Board of Commissioners of the Edward Farrar Utility District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by "Government Auditing Standards". The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of the Edward Farrar Utility District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with "Government Auditing Standards" in considering the Edward Farrar Utility District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Edward Farrar Utility District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in "Government Auditing Standards", may not satisfy the relevant legal, regulatory, or contractual requirements.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the Edward Farrar Utility District. Because the determination of abuse is subjective, “Government Auditing Standards” do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and “Government Auditing Standards”. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROL

Our audit will include obtaining an understanding of the Utility District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to “Government Auditing Standards”.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and "Government Auditing Standards".

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Edward Farrar Utility District's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to "Government Auditing Standards".

OTHER SERVICES

We will also assist in preparing the financial statements and related notes of the Edward Farrar Utility District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

MANAGEMENT RESPONSIBILITIES

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Sullivan, Powers & Company, will not be included in any such offering document without our permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles (GAAP). Your responsibilities include acknowledging to us in the written representation letter that you are responsible for the supplementary information in accordance with GAAP; that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; that the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in any document should be done only with our prior approval of the document. You are responsible for providing us the opportunity to review such document before issuance.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

AUDIT ADMINISTRATION

Richard Brigham, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The audit documentation for this engagement is our property and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will provide copies of our reports to the Edward Farrar Utility District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform us before entering into any substantive employment discussions with any of our personnel.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

FEE ARRANGEMENTS

Based on our knowledge of your programs and accounting system and the current regulations and guidelines, we have determined that the audit services can be performed for a fee of \$20,600 provided that the books are closed and reconciled and our to do list is completed prior to our commencing fieldwork.

Fees for any other accounting services we provide will be billed based on the time of the individuals performing these services at our standard hourly rates plus out-of-pocket expenses. Any extended services will be performed only upon authorization from the Town.

Our procedure is to bill on a monthly progress basis for work performed to date. Accounts are due and payable upon receipt. A finance charge of one percent (1%) per month will be charged on balances over thirty (30) days.

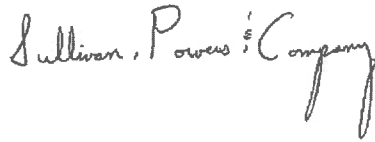
GENERAL CONDITIONS

We are prepared to commence work as soon as formally engaged. A draft of the audit report will be submitted for your review prior to its issuance. We will issue the final reports within one (1) week of your approval of the draft reports.

The audit documentation for this engagement will be retained for five (5) years after the report release date or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

If the terms are acceptable to you and the services are in accordance with your requirements, please sign in the space provided and return an executed copy of this letter to us.

Respectfully submitted,



SULLIVAN, POWERS & CO.
Certified Public Accountant

We understand that the purpose of this is to clarify the services to be performed by you and the fee arrangements. We hereby confirm to you that we agree to the contents of this letter.

*approved by EFUD
Commissioners on 8/12/2020
Authorized Manager to Sign*

[Handwritten Signature]

District Manager

Dated: 8/13/2020

Karen Petrovic

From: Bill Woodruff
Sent: Monday, August 10, 2020 1:01 PM
To: Skip Flanders; Karen Petrovic; Carla Lawrence; William Shepeluk
Subject: RE: Agenda for Wed EFUD meeting Aug 12

Hey Skip,

We can put signs on our property assuming they are Notice or Warning signs used by governmental entities without any permission from Stowe. If any signs are going to be in the Right of Way then it would have to be approved by the Town of Stowe. On the Waterbury end we would be all set.

Woody

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



From: Skip Flanders [mailto:wtbskip@comcast.net]
Sent: Monday, August 10, 2020 9:17 AM
To: Karen Petrovic <karen@waterburyvt.com>; Carla Lawrence <clawrence@waterburyvt.com>; William Shepeluk <wshepeluk@waterburyvt.com>; Bill Woodruff <bwoodruff@waterburyvt.com>
Subject: Agenda for Wed EFUD meeting Aug 12

Hi Bill, Karen Carla and Woody, attached is the agenda for the Wednesday meeting. Bill I did leave the Skate park in as when I went through it we could get through it in pretty close to two hours. Some of the items I think we can do pretty quick like the Energy Committee and the art on the Pump House in the Park.

On the signs in the watershed, Woody do you know if we can still get signs made at corrections or we to order them commercially. Could you and Scotty estimate how many we should have. I would think on both ends of the road, all the parking areas, at the dams and entrance to all the bike or hiking trails. I will draft some language let me know if you are aware of any language on similar signs. I wonder if we need any approval from Stowe to put them up.

Thanks skip