



TOWN OF WEATHERSFIELD  
SELECTBOARD

REGULAR MEETING AGENDA

MONDAY, JUNE 20, 2022 AT 6:30PM  
MARTIN MEMORIAL HALL  
5259 US ROUTE 5, ASCUTNEY, VT 05030

**PHONE**  
(802) 674-2626

**FAX**  
(802) 674-2117

- 
1. Call to Order
  2. Pledge of Allegiance
  3. Agenda Review
  4. Comments from the Citizens on topics not on the agenda
  5. Review minutes from previous meeting: 06-06-2022; 06-16-2022
  6. Public Hearing: Adoption of Bylaw Amendments and Zoning Map
  7. FY23 Tax Rate Discussion
  8. Perkinsville & Ascutney Wastewater Feasibility Study
  9. Letter to AOT: Request for Traffic Engineering Study – Route 131
  10. Town Manager Announcements / Updates
  11. High Priority Building Improvements - ARPA
  12. Business Personal Property Tax
  13. Proposed future agenda items
  14. Appointments
    - a. Budget Committee (2 Vacancies)
    - b. Constable (1 Vacancy)
    - c. Energy Coordinator (1 Vacancy)
    - d. Parks & Recreation Commission (2 Vacancies)
    - e. Zoning Board of Adjustment - (1 Vacancy)
  15. Approve Warrant
  16. Any other business
  17. Adjourn

**POSTED ON 06/17/2022**

*ZOOM MEETING AVAILABLE*  
*CLICK THE BRIDGE ON WEBSITE HOMEPAGE OR*  
*PHONE NUMBER: (929) 205 - 6099 | MEETING ID: 542-595-4364 | NO PARTICIPANT ID:*  
*PRESS # MEETING PASSCODE: 8021*

**WEATHERSFIELD SELECT BOARD**

**Martin Memorial Hall**

**5259 US Route 5, Ascutney, VT 05030**

**Monday, June 6, 2022**

**REGULAR MEETING**

**DRAFT MINUTES**

**Select Board Members Present:** Michael Todd, David Fuller, Kelly O'Brien, Paul Tillman, Wendy Smith

**Also Present:** Brandon Gulnick, Jason Rasmussen, Ray Stapleton, Olivia Savage, Steve Akahan, Hank Anly, Joseph Bublat, Maureen Bogosian, Jonah Blum, Ken Blum, Mary Branson, David Branson, Mary Gulbrandsen, Dave Gulbrandsen, Ryan Gumbart, Steve Hier, Mark Girard, Rika Henderson, Todd Hindinger, Susan Hindinger, Susan Humingwere, Ginger Lunenburg, Julie Levee, Mandy Martell, Pete Martin, Willis Wood, Darrin Spauldy, Tyler Waters.

**1. Call to Order**

Mr. Todd called the meeting to order at 6:20pm for Executive Session and opened the meeting for the public at 6:31pm.

**2. Executive Session: 1 V. S. A. 313 (1)**

**Motion:** To go into Executive Session at 6:20pm

**Made by:** Mr. Tillman      **Second:** Ms. O'Brien

Executive Session ended at 6:30pm with no decisions.

**3. Pledge of Allegiance**

Mr. Tillman led the pledge.

**4. Agenda Review**

The Board opted to address the minutes first.

**5. Review minutes from previous meetings**

**Motion:** To approve the minutes of the 5-2-2022 meeting.

**Made by:** Mr. Tillman      **Second:** Ms. O'Brian

**Vote:** All in favor

**Motion:** To approve the minutes of the 5-16-2022 meeting.

**Made by:** Mr. Tillman      **Second:** Ms. O'Brian

**Additions/corrections/deletions:**

a. Add Mr. Fuller to attendance

**Vote:** All in favor

**Motion:** To approve the minutes of the 5-18-2022 meeting.

**Made by:** Mr. Tillman      **Second:** Ms. O'Brian  
**Vote:** All in favor

**6. Topics not on the Agenda**

- a. The Parks and Recreation Fishing Derby was announced. It is on Saturday, June 18, from 9am-1pm. Pre-registration is required.

**7. Public Hearing: Adoption of Bylaws Amendments and Zoning Map**

Public Hearing began at 6:45pm.

- a. The Board received letters/questions from Patty Arison and Todd Hinderger that are to be entered into the record.
- b. Discussed at length were concerns surrounding kind of use, cite plan reviews, potential loopholes, town priorities, effects on taxes, conservation areas, maps, and definitions and language in the living document.

Public Hearing ended at 8:13pm.

The board went into discussion.

**Motion:** To table so as to review current information.

**Made by:** Ms. Smith      **Second:** Mr. Fuller

**Vote:** 4 aye, Mr. Tillman abstained.

Issue tabled with no action. Decision to be made at the next meeting. Next meeting is Monday, June, 20th, 2022.

**8. Town Manger Announcements/Updates**

a. Building & Grounds Maintenance

Advertised an RFQ for Building and Grounds Maintenance. The proposal is due by next Wednesday by 12:30pm and will be on the Select Board agenda for June 20<sup>th</sup>.

**Motion:** To authorize the chair and the town manager to go through the bid process for the buildings and grounds.

**Made by:** Mr. Fuller      **Second:** Ms. O'Brian

**Vote:** All in favor.

**Motion:** Conversations about complaints need to be addressed by Building and Grounds Maintenance and the Town Manager.

**Made by:** Mr. Fuller      **Second:** Ms. O'Brian

**Vote:** All in favor.

b. Fire Truck

The fire truck contract has been signed and contract executed.

**9. Dump Truck Purchase**

- a. On May 16, 2022, the board authorized the purchase of the 2022 Sierra 3500 from Springfield GMC. The cost of the truck was \$75, 508.60. The cost of the headlights, plow, and sander is \$21,009.87, for a total truck cost of \$97, 495.60. The dealership offered \$14,000 for the towns 2012 F150 as trade-in. A straight-up buy from Claremont Ford would save a difference of \$6,000.

**Motion:** To sell the truck and take the cash sale.

**Made by:** Mr. Fuller                      **Second:** Ms. O'Brian

**Vote:** All in favor.

- b. The remainder of the truck cost \$77, 495.60. Options are to borrow from reserve funds or from the bank, both with an interest rate of 2.75%.

**Motion:** To borrow \$70,000 from reserves for 5 years at an interest rate of 2.75%.

**Made by:** Ms. O'Brian                      **Second:** Ms. Smith

**Vote:** 4 aye, 1 nay –Mr. Tillman

**10. Application – Firework Display**

All appropriate approvals confirmed.

**Motion:** Approval of Thrasher Road firework display for July 1, 2022.

**Made by:** Mr. Tillman                      **Second:** Ms. O'Brien

**Vote:** All in favor

**11. Trash Compactor Replacement**

Compactor condition has deteriorated and has become urgent. Cost is about \$27,000.

**Motion:** The Town Manager will assemble an RFP for the transfer station.

**Made by:** Mr. Fuller                      **Second:** Ms. O'Brien

**Vote:** All in favor

**12. FY22 Emergency Management Expenses**

**Motion:** To move \$26,736.71 from the general fund expenses to ARPA.

**Made by:** Mr. Fuller                      **Second:** Ms. O'Brien

**Vote:** All in favor

**13. Highway TA 60 Form**

State annual form confirming amount spent on highway to receive state funds to be signed off by the board.

**Motion:** To approve the FY23 annual financial plan for the town highway per 19 VSA Section 306J.

**Made by:** Mr. Tillman                      **Second:** Mr. Fuller

**Vote:** All in favor

**14. Grants in Aid Program**

Annual signature needed to confirm the highway department is to standards, allowing them to receive state grant funding.



**Motion:** To authorize the Chair to sign an intent to participate in the State FY23 Grants in Aid Program.

**Made by:** Mr. Tillman                      **Second:** Mr. Fuller

**Vote:** All in favor

**15. Transfer MMH Project Expenses to Reserves or ARPA**

**Motion:** To move the MMH Project expenditures totaling \$12, 289.48 to the ARPA funds.

**Made by:** Mr. Fuller                      **Second:** Mr. Tillman

**Vote:** All in favor

**16. YTD Financials/ Tax Rate Discussions**

Further discussion is needed for YTD financials, end of year projections, fund balances, and tax rate. The board will meet for a special meeting on Thursday, June 16, 2022.

**17. Appointments**

**Motion:** To appoint Joseph Bublat to the Zoning Board of Adjustment.

**Made by:** Mr. Tillman                      **Second:** Ms. Smith

**Vote:** All in favor

**18. Approval of Warrants**

**Motion:** To approve the warrants.

**Made by:** Mr. Tillman                      **Second:** Ms. Smith

**Vote:** All in favor

**19. Adjourn**

**Motion:** To adjourn the meeting.

**Made by:** Mr. Fuller                      **Second:** Ms. O'Brien

**Vote:** All in favor

The meeting adjourned at 9:31 PM.

Respectfully submitted,  
Nichole Gagnon

\_\_\_\_\_  
Michael Todd, Chairperson

\_\_\_\_\_  
David Fuller, Vice Chair

\_\_\_\_\_  
Kelly O'Brien, Clerk

\_\_\_\_\_  
Paul Tillman, Selector

\_\_\_\_\_,  
Wendy Smith, Selector

DRAFT



# Town of Weathersfield

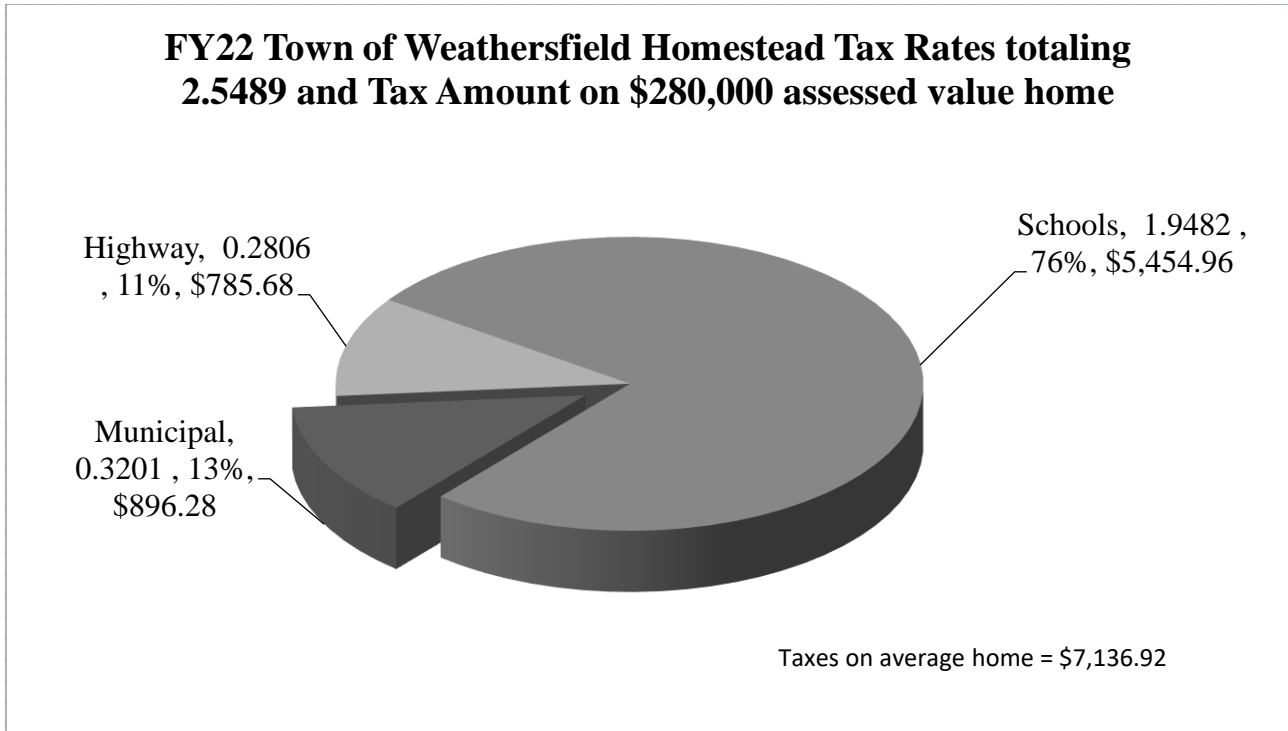
5259 US ROUTE 5 | P.O. BOX 550 | WEATHERSFIELD, VT 05030 | PHONE (802) 674-2626 | FAX (802) 674-2117

Brandon Gulnick  
Town Manager

June 17, 2022

RE: FY23 Tax Rate Discussion

Following the receipt of our homestead and non-homestead rates, a similar set of graphs will be provided to the Town. The General Fund rate as shown in the graph below includes county & local education. For the purpose of this meeting, we are distributing the following graphs for FY22 (current fiscal year):



Our Assessor has released the 4/11 as of 5/25/22 (Attachment A). The CU exemptions are not finished, and he is working on obtaining information relating to Solar to determine their values.

In FY21 the Grand List was \$3,316,189. In FY22 the Grand List was \$3,327,353.29. The FY23 “Draft Grant List” this year is \$3,315,906.95.

The Local Education Rate cannot be calculated until we receive the education tax rate (e.g., the additional 30K on Veterans Exemptions). For the purpose of obtaining a draft municipal tax rate the same Local Education Rate was used from FY22.

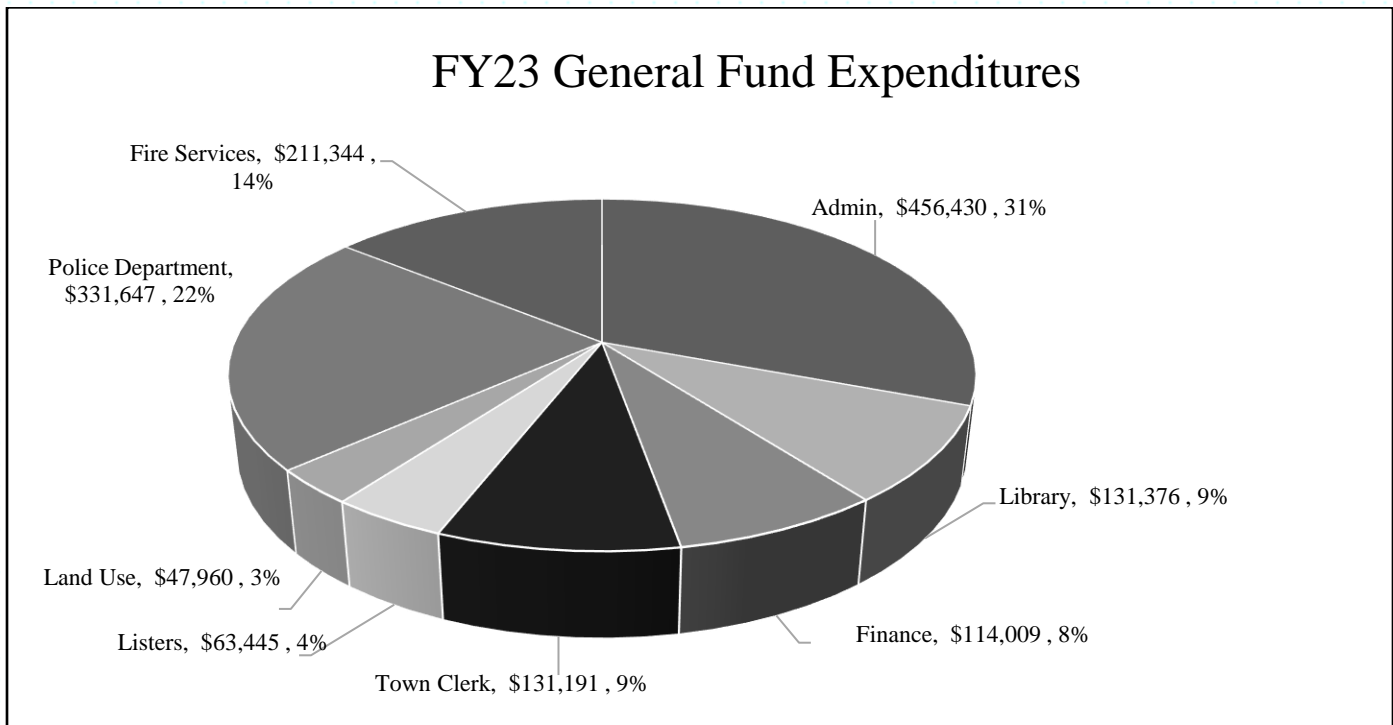
Based on the draft FY23 Grand List and entering the FY22 Local Education Rate:

Total Draft FY23 Municipal Tax Rate				
Total Taxes to be Raised	Budget	FY23	FY22	Change
General Fund	1,049,016	0.3164	0.3054	0.0110
County Tax	26,433	0.0080	0.0079	0.0001
GF Special Articles	18,033	0.0054	0.0000	0.0054
Highway Fund	930,341	0.2806	0.2845	-0.0039
Highway-Separate Article	33,000	0.0100	0.0000	0.0100
Local Education	22,665	0.0068	0.0068	0.0000
<b>Total Municipal Taxes to be Raised</b>	<b>2,079,488</b>	<b>0.6272</b>	<b>0.6046</b>	<b>0.0226</b>

Proposed Quarterly Tax Payment Due Dates

- August 17, 2022
- November 16, 2022
- February 15, 2023
- May 17, 2023

**The Tax Rate will need to be set no later than the first meeting in July. Following this meeting, we will send the bills to Doolittle’s to print/mail. Last year, the Selectboard set the tax rate on July 13, 2021.**



Admin includes personnel, water district, office, utilities, legal fees, insurance (auto, property, boiler, etc.), tax collection, county taxes, contracted services, ambulance, custodian, parks, 1879 schoolhouse, and appropriations.

ATTACHMENT A  
[DRAFT 411 FY23]

(Taxable properties only - State and Non-tax status properties are not listed below)

REAL ESTATE Category/Code	Parcel Count	Municipal Listed Value	Homestead Ed Listed Value	Nonhmstd Ed. Listed Value	Total Education Listed Value
Residential I R1	647	107,961,100	76,868,600	31,092,500	107,961,100
Residential II R2	445	121,355,600	76,293,300	45,062,300	121,355,600
Mobile Homes-U MHU	135	3,958,600	2,641,900	1,316,700	3,958,600
Mobile Homes-L MHL	136	12,488,700	8,010,200	4,478,500	12,488,700
Seasonal I S1	6	419,600	0	419,600	419,600
Seasonal II S2	8	983,400	0	983,400	983,400
Commercial C	58	16,742,300	352,100	16,390,200	16,742,300
Commercial Apts CA	0	0	0	0	0
Industrial I	1	392,500	0	392,500	392,500
Utilities-E UE	4	62,512,458	0	62,512,458	62,512,458
Utilities-O UO	3	515,800	0	515,800	515,800
Farm F	9	3,492,400	1,477,900	2,014,500	3,492,400
Other O	10	49,700	0	49,700	49,700
Woodland W	0	0	0	0	0
Miscellaneous M	159	10,992,300	381,000	10,611,300	10,992,300
<b>TOTAL LISTED REAL</b>	<b>1,621</b>	<b>341,864,458</b>	<b>166,025,000</b>	<b>175,839,458</b>	<b>341,864,458</b>
P.P. Cable	1	1,024,174		1,024,174	1,024,174
P.P. Equipment	93	2,321,704			
P.P. Inventory	0	0			
<b>TOTAL LISTED P.P.</b>	<b>94</b>	<b>3,345,878</b>		<b>1,024,174</b>	<b>1,024,174</b>
<b>TOTAL LISTED VALUE</b>		<b>345,210,336</b>	<b>166,025,000</b>	<b>176,863,632</b>	<b>342,888,632</b>
<b>EXEMPTIONS</b>					
Veterans 10K	29/29	290,000	190,000	100,000	290,000
Veterans >10K		870,000			
<b>Total Veterans</b>		<b>1,160,000</b>	<b>190,000</b>	<b>100,000</b>	<b>290,000</b>
P.P. Contracts	93	891,941			
Contract Apprv VEPC	0/0	0	0	0	0
Grandfathered	1/1	402,700	0	402,700	402,700
Non-Apprv(voted)	0/0	0			
Owner Pays Ed Tax	0/0	0			
<b>Total Contracts</b>	<b>94/1</b>	<b>1,294,641</b>	<b>0</b>	<b>402,700</b>	<b>402,700</b>
FarmStab Apprv VEPC	0/0	0	0	0	0
Farm Grandfathered	0/0	0	0	0	0
Non-Apprv(voted)	0/0	0			
Owner Pays Ed Tax	0/0	0			
<b>Total FarmStabContr</b>	<b>0/0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Current Use	111/111	11,165,000	3,891,800	7,273,200	11,165,000
Special Exemptions	1		0	114,200	114,200
Partial Statutory	0/0	0	0	0	0
<b>Sub-total Exemptions</b>		<b>13,619,641</b>	<b>4,081,800</b>	<b>7,890,100</b>	<b>11,971,900</b>
<b>Total Exemptions</b>		<b>13,619,641</b>	<b>4,081,800</b>	<b>7,890,100</b>	<b>11,971,900</b>
<b>TOTAL MUNICIPAL GRAND LIST</b>		<b>3,315,906.95</b>			
<b>TOTAL EDUCATION GRAND LIST</b>			<b>1,619,432.00</b>	<b>1,689,735.32</b>	<b>3,309,167.32</b>
<b>NON-TAX</b>	<b>47</b>	<b>NON-TAX PARCELS ARE NOT INCLUDED ON THE 411</b>			

(Taxable properties only - State and Non-tax status properties are not listed below)

REAL ESTATE Category/Code	Parcel Count	Municipal Listed Value	Homestead Ed Listed Value	Nonhmstd Ed. Listed Value	Total Education Listed Value
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Status on Personal Property	
1) Has inventory been exempted by vote of town/city?	Yes ___ No __X__
2) Has machinery and equipment been exempted by vote of your town/city?	Yes ___ No __X__
3) If yes for #2, what portion is now exempt? (include percentage)	_____
4) If no for #2, please indicate below how your town/city is assessing business personal property (Place "X" by option used)	
a) at fair market value __X__	b) at depreciated value _____

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Summary of Adjustments to Taxable Values (Local Agreements Etc.)	
Approved (VEPC) Contracts/Exemptions	0
Grandfathered Contracts/Exemptions	402,700
Non-Approved (Voted) Contracts/Exemptions	0
Homestead Non-Approved (Voted) Contracts/Exemptions	0
Nonhmstd Non-Approved (Voted) Contracts/Exemptions	0
Municipal Contracts (Owner Pays Ed Tax)	0
Special Exemptions	114,200
Current Use (Use Value Appraisal Program)	11,165,000
Veteran Exemptions	290,000
Homestead Veteran Exemptions beyond 10K	570,000
Nonhmstd Veteran Exemptions beyond 10K	300,000
Partial Statutory Exemptions	0

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ATTACHMENT B  
[FY22 411]



(Taxable properties only - State and Non-tax status properties are not listed below)

REAL ESTATE Category/Code	Parcel Count	Municipal Listed Value	Homestead Ed Listed Value	Nonhmstd Ed. Listed Value	Total Education Listed Value
Residential I R1	643	107,403,000	78,344,200	29,058,800	107,403,000
Residential II R2	442	120,636,800	78,892,700	41,744,100	120,636,800
Mobile Homes-U MHU	135	3,958,600	2,770,500	1,188,100	3,958,600
Mobile Homes-L MHL	135	12,371,500	8,565,700	3,805,800	12,371,500
Seasonal I S1	6	419,600	0	419,600	419,600
Seasonal II S2	8	983,400	0	983,400	983,400
Commercial C	58	16,536,829	202,100	16,334,729	16,536,829
Commercial Apts CA	0	0	0	0	0
Industrial I	1	392,500	0	392,500	392,500
Utilities-E UE	4	65,636,700	0	65,636,700	65,636,700
Utilities-O UO	3	515,800	0	515,800	515,800
Farm F	9	3,492,400	2,090,000	1,402,400	3,492,400
Other O	10	49,700	0	49,700	49,700
Woodland W	0	0	0	0	0
Miscellaneous M	163	10,836,700	240,400	10,596,300	10,836,700
<b>TOTAL LISTED REAL</b>	<b>1,617</b>	<b>343,233,529</b>	<b>171,105,600</b>	<b>172,127,929</b>	<b>343,233,529</b>

P.P. Cable	1	1,023,400		1,023,400	1,023,400
P.P. Equipment	94	2,503,800			
P.P. Inventory	0	0			

<b>TOTAL LISTED P.P.</b>	<b>95</b>	<b>3,527,200</b>		<b>1,023,400</b>	<b>1,023,400</b>
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<b>TOTAL LISTED VALUE</b>		<b>346,760,729</b>	<b>171,105,600</b>	<b>173,151,329</b>	<b>344,256,929</b>
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EXEMPTIONS

Veterans 10K	34/34	340,000	300,000	40,000	340,000
Veterans >10K		1,020,000			

<b>Total Veterans</b>		<b>1,360,000</b>	<b>300,000</b>	<b>40,000</b>	<b>340,000</b>
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P.P. Contracts	94	926,400			
Contract Apprv VEPC	0/0	0	0	0	0
Grandfathered	1/1	380,900	0	380,900	380,900
Non-Apprv(voted)	1/1	173,900			
Owner Pays Ed Tax	0/0	0			
<b>Total Contracts</b>	<b>96/2</b>	<b>1,481,200</b>	<b>0</b>	<b>380,900</b>	<b>380,900</b>

FarmStab Apprv VEPC	0/0	0	0	0	0
Farm Grandfathered	0/0	0	0	0	0
Non-Apprv(voted)	0/0	0			

Owner Pays Ed Tax	0/0	0			
Total FarmStabContr	0/0	0	0	0	0
Current Use	110/110	11,184,200	4,498,300	6,685,900	11,184,200
Special Exemptions	1		0	114,200	114,200
Partial Statutory	0/0	0	0	0	0
Sub-total Exemptions		14,025,400	4,798,300	7,221,000	12,019,300
Total Exemptions		14,025,400	4,798,300	7,221,000	12,019,300

TOTAL MUNICIPAL GRAND LIST 3,327,353.29  
TOTAL EDUCATION GRAND LIST 1,663,073.00 1,659,303.29 3,322,376.29  
NON-TAX 47 NON-TAX PARCELS ARE NOT INCLUDED ON THE 411

(Taxable properties only - State and Non-tax status properties are not listed below)  
REAL ESTATE Parcel Municipal Homestead Ed Nonhmstd Ed. Total Education  
Category/Code Count Listed Value Listed Value Listed Value Listed Value

Status on Personal Property

1) Has inventory been exempted by vote of town/city? Yes XX No     

2) Has machinery and equipment been exempted by vote of your town/city? Yes      No XX

3) If yes for #2, what portion is now exempt? (include percentage)                     

4) If no for #2, please indicate below how your town/city is assessing business personal property (Place "X" by option used)  
a) at fair market value      b) at depreciated value XX

Summary of Adjustments to Taxable Values (Local Agreements Etc.)

Approved (VEPC) Contracts/Exemptions	0
Grandfathered Contracts/Exemptions	380,900
Non-Approved (Voted) Contracts/Exemptions	173,900
Homestead Non-Approved (Voted) Contracts/Exemptions	0
Nonhmstd Non-Approved (Voted) Contracts/Exemptions	173,900
Municipal Contracts (Owner Pays Ed Tax)	0
Special Exemptions	114,200
Current Use (Use Value Appraisal Program)	11,184,200
Veteran Exemptions	340,000
Homestead Veteran Exemptions beyond 10K	900,000
Nonhmstd Veteran Exemptions beyond 10K	120,000
Partial Statutory Exemptions	0

DATE VOTED BEFORE CONTRACT	PARCEL ID ASSMT LESS	NAME	CAT.	BEGINNING DATE	ENDING DATE	STATUTE TITLE	CODE EXEMPTION	VALUE AMOUNT
03/04/17 380,900	030226- 21,829 705-224-11588	WEST WEATHERSFIELD VOL FI C		04/01/17	03/31/22	3840	402,729	
						Nonhomestead	380,900 21,829	
						-----,---		
	Grandfathered Contracts/Exemptions						380,900	
03/05/11	050334-PP1	ASCUTNEY JUNCTION LLC	PE // //			3848:3849		
	705-224-11906			33,300	10,000	23,300		
				Nonhomestead		0	33,300	
03/05/12	00CATV-PP	COMCAST OF CT/GA/MA/NH/NY PC	// //			3848:3849		
	705-224-11075			1,023,400	10,000	1,013,400		
				Nonhomestead		0	1,023,400	
03/05/12	00GAS9-PP1	EASTERN PROPANE GAS INC	PE // //			3848:3849		
	705-224-11872			39,200	10,000	29,200		
				Nonhomestead		0	39,200	
03/05/12	030117-PP	ROCKLEDGE FARM WOODWORKS	PE // //			3848:3849		
	705-224-12051			10,000	10,000	0		
				Nonhomestead		0	10,000	
03/05/12	030207-3AP	NEW ENGLAND WORKING EQUIT	PE // //			3848:3849		
	705-224-12080			10,000	10,000	0		
				Nonhomestead		0	10,000	
03/05/12	030207-3BP	WATERS EXCAVATION	PE // //			3848:3849		
	705-224-12072			10,000	10,000	0		
				Nonhomestead		0	10,000	
03/05/12	030207-3PP	CATAMOUNT RIDGE FARM	PE // //			3848:3849		
	705-224-11998			10,000	10,000	0		
				Nonhomestead		0	10,000	
03/05/12	030208-PP	JAM PROPERTIES	PE // //			3848:3849		
	705-224-12023			10,000	10,000	0		
				Nonhomestead		0	10,000	
03/05/12	030251-PP	WORLD OF DISCOVERY	PE // //			3848:3849		
	705-224-12078			10,000	10,000	0		
				Nonhomestead		0	10,000	

03/05/12	040114-PP	ROBERTS AUTO SERVICE	PE	//	//	//	3848:3849		
	705-224-12050		10,000	10,000	0				
			Nonhomestead		0		10,000		

03/05/12	040117-PP	GREEN MOUNTAIN GUMSHOE	PE	//	//	//	3848:3849		
	705-224-12014		10,000	10,000	0				
			Nonhomestead		0		10,000		

07/08/2021  
03:32 pm

Town of Weathersfield Grand List  
CONTRACTS - (Town code: 705)  
Main District: Listed By Type and Date Voted

Page 4  
lister1

DATE VOTED	PARCEL ID	NAME	CAT.	BEGINNING	ENDING	STATUTE	CODE	VALUE
BEFORE CONTRACT	ASSMT	LESS						
CONTRACT	CODE	DATE	DATE	TITLE	EXEMPTION	AMOUNT		

03/05/12	040125-PP	CANVASWORKS	PE	//	//	//	3848:3849		
	705-224-11997		10,000	10,000	0				
			Nonhomestead		0		10,000		

03/05/12	040208-4PP	SUGAR BEAR	PE	//	//	//	3848:3849		
	705-224-12060		10,000	10,000	0				
			Nonhomestead		0		10,000		

03/05/12	040214-PP1	MOUNTAIN VIEW FARMSTEAD	PE	//	//	//	3848:3849		
	705-224-12041		10,000	10,000	0				
			Nonhomestead		0		10,000		

03/05/12	040224-2PP	SALT MINE WORKSHOP	PE	//	//	//	3848:3849		
	705-224-12024		12,200	10,000	2,200				
			Nonhomestead		0		12,200		

03/05/12	040228-PP	BROWN MASONRY	PE	//	//	//	3848:3849		
	705-224-12028		12,600	10,000	2,600				
			Nonhomestead		0		12,600		

03/05/12	040356-PP	MNR CUSTOM	PE	//	//	//	3848:3849		
	705-224-12026		11,900	10,000	1,900				
			Nonhomestead		0		11,900		

03/05/12	050125-PP	CAS-CAD-NAC FARM LLC	PE	//	//	//	3848:3849		
	705-224-12022		57,300	10,000	47,300				
			Nonhomestead		0		57,300		

03/05/12	050133-PP	SCENE SETTERS	PE	//	//	//	3848:3849		
	705-224-12053		10,000	10,000	0				
			Nonhomestead		0		10,000		

03/05/12	050134-PP	MOUNTAIN MEADOW PROPERTY	PE	//	//	//	3848:3849		
	705-224-12040		10,000	10,000	0				
			Nonhomestead		0		10,000		

03/05/12	050217-PP	STEVEN ESTEY ENTERPRISES	PE	//	//	//	3848:3849		
	705-224-12058						10,000	10,000	0
							Nonhomestead		0 10,000
03/05/12	050256-8PP	KDT ENTERPRISES INC	PE	//	//	//	3848:3849		
	705-224-11907						93,800	10,000	83,800
							Nonhomestead		0 93,800
03/05/12	050256-PP	GREEN MOUNTAIN POWER	PE	//	//	//	3848:3849		
	705-224-10278						101,600	10,000	91,600
							Nonhomestead		0 101,600
03/05/12	050258-PP	CANON TIRE	PE	//	//	//	3848:3849		
	705-224-11895						28,700	10,000	18,700
							Nonhomestead		0 28,700

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03/05/12	050310-PP	M & D ELECTRIC	PE	//	//	//	3848:3849		
	705-224-12038						10,000	10,000	0
							Nonhomestead		0 10,000
03/05/12	050326-PP	JARVIS & SONS	PE	//	//	//	3848:3849		
	705-224-10781						26,300	10,000	16,300
							Nonhomestead		0 26,300
03/05/12	050334-PP	W A SANDRI INC	PE	//	//	//	3848:3849		
	705-224-11589						64,000	10,000	54,000
							Nonhomestead		0 64,000
03/05/12	050335-PPB	MAEBELLINE	PE	//	//	//	3848:3849		
	705-224-12036						10,000	10,000	0
							Nonhomestead		0 10,000
03/05/12	050337-PP	STROBEL'S SERVICE CENTER	PE	//	//	//	3848:3849		
	705-224-11481						74,500	10,000	64,500
							Nonhomestead		0 74,500
03/05/12	050340-APP	HODGDON METAL RECYCLING	PE	//	//	//	3848:3849		
	705-224-12021						10,000	10,000	0
							Nonhomestead		0 10,000
03/05/12	050340-PP	HODGDON BROTHERS INC	PE	//	//	//	3848:3849		
	705-224-10718						7,700	7,700	0
							Nonhomestead		0 7,700
03/05/12	050341-PP1	SUZY'S LITTLE PEANUTS	PE	//	//	//	3848:3849		

			10,000	10,000	0	
	705-224-12062		Nonhomestead		0	10,000
03/05/12	060008-PP	DEEP MEADOW FARM	PE	//	//	3848:3849
			10,000	10,000	0	
	705-224-12002		Nonhomestead		0	10,000
03/05/12	060010-PP	FIRESIDE RECREATION & BEV	PE	//	//	3848:3849
			37,000	10,000	27,000	
	705-224-11312		Nonhomestead		0	37,000
03/05/12	060012-PP	COUNTRY ESTATES MOBILE HO	PE	//	//	3848:3849
			10,000	10,000	0	
	705-224-11893		Nonhomestead		0	10,000
03/05/12	060012-PP1	STEVEN R SMITH PROP MGMNT	PE	//	//	3848:3849
			25,400	10,000	15,400	
	705-224-11894		Nonhomestead		0	25,400
03/05/12	060014-APP	SCOTT ROGERS, LLC (ASCUTN	PE	//	//	3848:3849
			13,100	10,000	3,100	
	705-224-11902		Nonhomestead		0	13,100

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03/05/12	060014-PPB	D & C TRANSPORTATION	PE	//	//	3848:3849
			56,900	10,000	46,900	
	705-224-10381		Nonhomestead		0	56,900
03/05/12	060020-PP	WINDSOR MOTEL	PE	//	//	3848:3849
			19,000	10,000	9,000	
	705-224-11073		Nonhomestead		0	19,000
03/05/12	060022-3P1	ANTIQUA TRACTORS OF VT	PE	//	//	3848:3849
			10,000	10,000	0	
	705-224-11986		Nonhomestead		0	10,000
03/05/12	060022-3P2	GRACES GENERAL CONTRACTIN	PE	//	//	3848:3849
			10,000	10,000	0	
	705-224-12010		Nonhomestead		0	10,000
03/05/12	060022-3PP	ANTIQUA TRACTOR PARTS OF	PE	//	//	3848:3849
			10,000	10,000	0	
	705-224-11985		Nonhomestead		0	10,000
03/05/12	060022-93P	GRACE BUILDERS	PE	//	//	3848:3849
			10,000	10,000	0	

705-224-12009			Nonhomestead	0	10,000
03/05/12	070103-PP2	CHAMPLAIN OIL COMPANY INC	PE // //	3848:3849	
			10,700 10,700	0	
705-224-10288			Nonhomestead	0	10,700
03/05/12	070103-PP4	GLOBAL MONTELLO GROUP COR	PE // //	3848:3849	
			78,000 10,000	68,000	
705-224-11970			Nonhomestead	0	78,000
03/05/12	070105-5PP	TIMIC CORPORATION	PE // //	3848:3849	
			10,000 10,000	0	
705-224-12064			Nonhomestead	0	10,000
03/05/12	070109-PP	BLACK & TAN CONSTRUCTION	PE // //	3848:3849	
			10,000 10,000	0	
705-224-11994			Nonhomestead	0	10,000
03/05/12	070130-PP	ROSSI'S BUILDING AND REMO	PE // //	3848:3849	
			10,000 10,000	0	
705-224-12052			Nonhomestead	0	10,000
03/05/12	070139-PP	MASTIFF EARTHWORKS	PE // //	3848:3849	
			11,200 10,000	1,200	
705-224-12025			Nonhomestead	0	11,200
03/05/12	070142-PP	JVH PHOTOS	PE // //	3848:3849	
			10,000 10,000	0	
705-224-12033			Nonhomestead	0	10,000

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BEFORE CONTRACT	ASSMT	LESS						
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03/05/12	070201-PP	WEATHERSFIELD BUSINESS	CE PE // //	3848:3849				
			10,000 10,000	0				
705-224-12073			Nonhomestead	0	10,000			
03/05/12	070205-1PP	SOUTHERN YANKEE CUSTOMS	PE // //	3848:3849				
			10,000 10,000	0				
705-224-12057			Nonhomestead	0	10,000			
03/05/12	070211-PP	ROB AND JAIME LLC	PE // //	3848:3849				
			61,300 10,000	51,300				
705-224-10354			Nonhomestead	0	61,300			
03/05/12	070227-PP1	EAGLE RIVER MINING	PE // //	3848:3849				
			10,000 10,000	0				
705-224-10304			Nonhomestead	0	10,000			

03/05/12	070227-PP2	WILLIAMS & CO MINING	PE	//	//	//	3848:3849		
	705-224-12076		10,000		10,000		0		
					Nonhomestead		0		10,000
03/05/12	070256-PP	LEWALLEN BUILDERS	PE	//	//	//	3848:3849		
	705-224-12035		10,000		10,000		0		
					Nonhomestead		0		10,000
03/05/12	070308-1PP	HEIDEN'S CONSTRUCTION	PE	//	//	//	3848:3849		
	705-224-12018		10,000		10,000		0		
					Nonhomestead		0		10,000
03/05/12	080101-PPA	SHEEHAN & SONS LUMBER	PE	//	//	//	3848:3849		
	705-224-11349		105,000		10,000		95,000		
					Nonhomestead		0		105,000
03/05/12	080103-PP	CRUMBCAKES INC	PE	//	//	//	3848:3849		
	705-224-10373		26,500		10,000		16,500		
					Nonhomestead		0		26,500
03/05/12	080126-PP	B&W CATERING	PE	//	//	//	3848:3849		
	705-224-12027		20,000		10,000		10,000		
					Nonhomestead		0		20,000
03/05/12	080140-PP	GREEN ROOT FARM	PE	//	//	//	3848:3849		
	705-224-12015		10,000		10,000		0		
					Nonhomestead		0		10,000
03/05/12	080161-APP	FARM NEWS	PE	//	//	//	3848:3849		
	705-224-12004		10,000		10,000		0		
					Nonhomestead		0		10,000
03/05/12	080212-PP	WINDSOR CHAIRS	PE	//	//	//	3848:3849		
	705-224-12077		10,000		10,000		0		
					Nonhomestead		0		10,000

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03/05/12	080227-PP	CONNECTICUT RIVER ROOFING	PE	//	//	//	3848:3849	
	705-224-11999		10,000		10,000		0	
					Nonhomestead		0	10,000
03/05/12	090139-4PP	JEFF MILLIGAN & ASSOCIATE	PE	//	//	//	3848:3849	
	705-224-12031		10,000		10,000		0	
					Nonhomestead		0	10,000



03/05/12	090229-4PP	FOUR LITE DESIGNS	PE	//	//	3848:3849		
	705-224-12006					10,000	10,000	0
						Nonhomestead		0 10,000
03/05/12	090234-PPA	AT&T MOBILITY LLC	PE	//	//	3848:3849		
	705-224-11915					147,200	10,000	137,200
						Nonhomestead		0 147,200
03/05/12	090234-PPV	VERIZON WIRELESS	PE	//	//	3848:3849		
	705-224-11862					20,200	10,000	10,200
						Nonhomestead		0 20,200
03/05/12	090247-PP	TWIN STATE FORESTRY	PE	//	//	3848:3849		
	705-224-12067					10,000	10,000	0
						Nonhomestead		0 10,000
03/05/12	100002-PP	NEIL H DANIELS INC	PE	//	//	3848:3849		
	705-224-10399					45,500	10,000	35,500
						Nonhomestead		0 45,500
03/05/12	110108-PP	ABBOTT BROWN INC	PE	//	//	3848:3849		
	705-224-11757					23,700	10,000	13,700
						Nonhomestead		0 23,700
03/05/12	110210-PP1	VPE, INC	PE	//	//	3848:3849		
	705-224-12071					10,000	10,000	0
						Nonhomestead		0 10,000
03/05/12	110211-PP	KENDRICKS HILL EXCAVATION	PE	//	//	3848:3849		
	705-224-12034					10,000	10,000	0
						Nonhomestead		0 10,000
03/05/12	110218-PP	TJ PROPERTY MANAGEMENT	PE	//	//	3848:3849		
	705-224-12065					10,000	10,000	0
						Nonhomestead		0 10,000
03/05/12	110222-5BP	GRAY'S AUTOMOTIVE	PE	//	//	3848:3849		
	705-224-12013					10,000	10,000	0
						Nonhomestead		0 10,000
03/05/12	120038-PP	PERKINSVILLE PRESCHOOL AN	PE	//	//	3848:3849		
	705-224-12045					10,000	10,000	0
						Nonhomestead		0 10,000

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03/05/12	120044-PP	WELLWOOD ORCHARDS	PE	//	//	3848:3849		
----------	-----------	-------------------	----	----	----	-----------	--	--

			10,000	10,000	0	
	705-224-12075		Nonhomestead		0	10,000
03/05/12	120052-PP	CROWN POINT COUNTRY CLUB	PE	// // //	3848:3849	
			53,600	10,000	43,600	
	705-224-10375		Nonhomestead		0	53,600
03/05/12	130135-PP	VOICE YOUR VOTE	PE	// // //	3848:3849	
			10,000	10,000	0	
	705-224-12070		Nonhomestead		0	10,000
03/05/12	130136-PP	BOWEN HILL FARMS PROPERTY	PE	// // //	3848:3849	
			10,000	10,000	0	
	705-224-11995		Nonhomestead		0	10,000
03/05/12	130153-PP	SUMMERSWEET GARDENING	PE	// // //	3848:3849	
			10,000	10,000	0	
	705-224-12061		Nonhomestead		0	10,000
03/05/12	5A0126-APP	FRAZER'S MOBILE HOME PARK	PE	// // //	3848:3849	
			10,000	10,000	0	
	705-224-12007		Nonhomestead		0	10,000
03/05/12	5A0143-PP3	GLOBAL MONTELLO GROUP COR	PE	// // //	3848:3849	
			124,500	10,000	114,500	
	705-224-11971		Nonhomestead		0	124,500
03/05/12	5A0143-PP4	COCA COLA COMPANY	PE	// // //	3848:3849	
			8,100	8,100	0	
	705-224-11969		Nonhomestead		0	8,100
03/05/12	5A0214-PP	ASCUTNEY CUSTOM FABRICATI	PE	// // //	3848:3849	
			10,000	10,000	0	
	705-224-11991		Nonhomestead		0	10,000
03/05/12	5A0219-PP	WRAGG BROTHERS	PE	// // //	3848:3849	
			17,200	10,000	7,200	
	705-224-11704		Nonhomestead		0	17,200
03/05/12	5A0227-PP1	ASCUTNEY HOUSE RESIDENTIA	PE	// // //	3848:3849	
			10,000	10,000	0	
	705-224-11990		Nonhomestead		0	10,000
03/05/12	BLUFLA-PP	IRVING OIL LIMITED	PE	// // //	3848:3849	
			62,200	10,000	52,200	
	705-224-10774		Nonhomestead		0	62,200
03/05/12	CABLE1-PP	COMCAST OF CT/GA/MA/NH/NY	PE	// // //	3848:3849	
			68,800	10,000	58,800	
	705-224-11725		Nonhomestead		0	68,800

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03/05/12	DIRECT-VPP	DIRECTV LLC	PE	//	//	3848:3849		
	705-224-11842			1,500	1,500	0	0	1,500
				Nonhomestead			0	
03/05/12	ECHOST-AR	DISH NETWORK, LLC	PE	//	//	3848:3849		
	705-224-11824			8,400	8,400	0	0	8,400
				Nonhomestead			0	
03/05/12	SOVERN-ET	FIRSTLIGHT FIBER	PE	//	//	3848:3849		
	705-224-11948			76,100	10,000	66,100	0	76,100
				Nonhomestead			0	
03/15/12	070203-APP	AT&T MOBILITY LLC	PE	//	//	3848:3849		
	705-224-11946			34,500	10,000	24,500	0	34,500
				Nonhomestead			0	
03/03/18	070253-	VERMONT STATE GRANGE INC	M	04/01/18	03/31/23	3840		173,900
173,900	0							
	705-224-10688			Nonhomestead			173,900	0
03/05/20	110111-PP	VERMONT CUSTOM HOME IMPRO	PE	//	//	3848:3849		
	705-224-12069			10,000	10,000	0	0	10,000
				Nonhomestead			0	
				-----,---				
		Non-Approved (Voted) Contracts/Exemptions						1100,300

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STATUTE

The real property parcels listed below are exempt from the property tax under Vermont law. These parcels are included in the grand list book in accord with 32 VSA section 41.52 and subject to parcel payments under 32 VSA section 4041a. Payment can only be issues if complete and accurate information is provided. Do not include parcels subject to local agreements.

OWNER NAME	PARCEL ID	CATEGORY	PROPERTY DESCRIPTION	LOCATION
ASCUTNEY FIRE DISTRICT #2	060008-3	M	LAND	0 US ROUTE 5
40,300				
	30) 24 VSA § 3352			
ASCUTNEY FIRE DISTRICT #2	060012-A&+	C	LAND & PUMP BUILDING	0 US ROUTE 5
127,100				
	30) 24 VSA § 3352			
ASCUTNEY FIRE DISTRICT #2	060022-5	M	LAND	0 CHERRY LANE

28,800	30) 24 VSA § 3352				
ASCUTNEY FIRE DISTRICT #2 18,300	5A0144-	C	LAND	0 US ROUTE 5	
	30) 24 VSA § 3352				
ASCUTNEY UNION CHURCH 485,200	5A0222-	C	LAND & BUILDING	5243 US ROUTE 5	
	9) 32 VSA § 3802(4): 3832(2)				
CHURCH OF JESUS CHRIST OF 1,500,000	5A0211-1	C	LAND & BUILDINGS	5431 US ROUTE 5	
	9) 32 VSA § 3802(4): 3832(2)				
FIRST CONG CHURCH OF WEATHERSFIELD CHURCH ROAD 1,735,100	080221-	C	LAND & BUILDING	79 CENTER	
	9) 32 VSA § 3802(4): 3832(2)				
OPEN BIBLE BAPTIST CHURCH INC ROAD 636,000	5A0139-	C	LAND & BUILDING	168 CEMETERY	
	9) 32 VSA § 3802(4): 3832(2)				
PERKINSVILLE COMMUNITY CHURCH STREET 543,000	070152-	C	LAND & BUILDING	35 CHURCH	
	9) 32 VSA § 3802(4): 3832(2)				
SOUTHERN WINDSOR COUNTY REGIONAL PL ASCUTNEY PARK ROAD 330,100	5A0128-	C	LAND & BUILDINGS	20	
	2) 32 VSA § 3802(1)				
UNITED STATES OF AMERICA POND ROAD 1,250,000	080102-	M	LAND & BUILDING	728 STOUGHTON	
	1) 32 VSA § 3802(1)				
UNITED STATES OF AMERICA ROAD 86,500	080102-A	C	LAND & BUILDING	1678 RESERVOIR	
	1) 32 VSA § 3802(1)				
WEATHERSFIELD BOW BAPTIST CHURCH ROUTE 5 103,500	130213-	MHL	LAND & MOBILE HOME	1076 US	
	9) 32 VSA § 3802(4): 3832(2)				
WEATHERSFIELD BOW BAPTIST CHURCH ROUTE 5 1,834,500	130219-	C	LAND & BUILDING	1102 US	
	9) 32 VSA § 3802(4): 3832(2)				
WEATHERSFIELD BSA TRP #264 38,000	050255-	M	LAND	0 JASON SMITH ROAD	
	4) 32 VSA § 3802(2)				
WEATHERSFIELD HISTORICAL SOCIETY WEATHERSFIELD CENTER 287,900	080220-	C	LAND & BUILDINGS - MUSEUM	2656	
	6) 32 VSA § 3800(a) 27 VSA § 1151(3)				
WEATHERSFIELD TOWN OF 70,122	030210-	C	TRANSFER STATION	5024 VT ROUTE 106	
	8) 32 VSA § 5401(10) (F)				
WEATHERSFIELD TOWN OF 28,400	040157-	M	LAND	0 HENRY GOULD ROAD	
	8) 32 VSA § 5401(10) (F)				
WEATHERSFIELD TOWN OF 155,200	050158-	M	LAND-LANDLOCKED	0 THRASHER ROAD	
	8) 32 VSA § 5401(10) (F)				
WEATHERSFIELD TOWN OF 12,200	050257-	C	LAND & EQUIPMENT	0 VT ROUTE 131	
	8) 32 VSA § 5401(10) (F)				
WEATHERSFIELD TOWN OF	050305-	M	LAND	0 VT ROUTE 131	

43,900

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 050318-1 M LAND - LANDLOCKED 0 MOUNTAIN VIEW ROAD 3,700

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 050338- M LAND 0 US ROUTE 5 35,500

8) 32 VSA § 5401(10) (F)

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OWNER NAME	PARCEL ID	CATEGORY	PROPERTY DESCRIPTION	LOCATION
VALUE ESTIMATE	STATUTE			

WEATHERSFIELD TOWN OF 070152-1 M PERKINSVILLE GREEN 0 VT ROUTE 106 16,900

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 070207- M TOWN FOREST 0 BRANCH BROOK ROAD 65,200

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 070315- M 1879 SCHOOL 1862 VT ROUTE 106 648,562

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 070315-1 C LAND 0 VT ROUTE 106 77,300

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 080201-&02 C TOWN GARAGE 483 STOUGHTON POND ROAD 1,003,086

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 080221-1 M CENTER GROVE 0 WEATHERSFIELD CENTER RO 46,500

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 080262- M LAND 0 MEADOW LANE 7,400

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 130211-1 M SAND PIT 0 US ROUTE 5 227,500

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 140004- M GRAVEL PIT 0 US ROUTE 5 58,800

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 5A0150- M RIGHT OF WAY 0 RILEY DRIVE 29,400

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 5A0220- C MARTIN MEMORIAL HALL 5259 US ROUTE 5 1,314,308

8) 32 VSA § 5401(10) (F)

WEATHERSFIELD TOWN OF 5A0226- C PROCTOR LIBRARY 5181 US ROUTE 5 236,632

11) 22 VSA § 109: 32 VSA § 3802(4): 3800

WEATHERSFIELD TOWN OF SCHOOL DISTRI 5A0115- C SCHOOL 135

TOTAL NUMBER OF EXEMPT PARCELS: 36

07/08/2021  
 03:32 pm

Town of Weathersfield Grand List  
 Special Exemptions Abstract  
 Main District: Listed in Parcel Order In All Districts

Page 13  
 lister1

Parcel SPAN	Exemption	Real Value	Assessment
			Special lessSpec. Exempt Exemption
060005-1 O'NEILL-BUCK SOLAR LLC 57,700 705-224-11949	Solar	171,900	UE Nonhmstd 114,200
	Homestead	0	0

Special Exemption Totals

Type	Homestead	Nonhomestead
Ski Lifts & Snowmaking	0	0
Whey Processing	0	0
Vermont Yankee	0	0
Qualified Housing	0	0
Solar	0	114,200
Wind	0	0
Other	0	0
Total Real Prior to Exemptions		171,900
Total Exemptions		0
Grand Lists After		57,700

We certify that the foregoing is a true abstract of the grand list of \_\_\_\_\_ for the year \_\_\_\_\_.

Given under our hands at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

LISTERS

I hereby certify that I have examined the grand list for the year \_\_\_\_\_ now on file and hereby certify this abstract in accord with 32 V.S.A. 4183.

Attest \_\_\_\_\_ TOWN CLERK  
 Date: \_\_\_\_\_

Section 5404(b) of Title 32 of the V.S.A. requires the following.

The clerk of a municipality, or the supervisor of an unorganized town or gore, annually

by August 15 shall transmit to the director, in electronic format prescribed by the director, education and municipal grand list data, including exemption information and grand list abstracts.

If changes or additions to the grand list are made by the listers or other officials authorized to do so after the transmission of the electronic grand list and abstract of the grand list, such clerks shall forthwith certify the same to the director by transmitting an updated electronic grand list book and electronic abstract of the grand list.

ATTACHMENT C  
[COMPARISON REPORT]



## Comparing Town of Weathersfield to Town of Weathersfield FY22

Parcel ID	SPAN	Name	Category	Real	Real	Real Difference
00TEST-	11942	AATEST PARCEL	M	103,600	37,800	65,800
010106-	10643	HUEBNER CHRISTIAN W & KRISTEN L	M	165,100	64,000	101,100
030111-	11050	MAKI CARL & SUSAN	R2	289,500	274,800	14,700
030207-3	11785	WATERS MATTHEW S	R2	207,200	204,400	2,800
030208-	10534	JAM PROPERTIES LLC	R1	160,100	126,300	33,800
030209-	11110	CHASE KRYSTAL L	R2	147,500	165,100	-17,600
030231-	11363	HAGAR ROBERT &	R1	111,700	51,600	60,100
040118-	11978	WORCESTER STACY M & GRANT D	M	52,500	42,500	10,000
040146-4+	10173	BOYER DANIEL E & SUSAN A	R2	285,700	253,300	32,400
040207-1	11745	MOEYKENS, JOHN A & LAURA L	MHL	97,000	87,100	9,900
040208-	11065	MOORE DAVID T	MHL	143,300	142,500	800
040215-	11130	COMPO TRAVIS L &	M	140,600	48,200	92,400
040229-4	10310	ASHLINE AMANDA D &	R2	216,300	144,300	72,000
040232-5	11921	PUNGER JOHN	R1	228,000	226,900	1,100
040336-	10869	EARLE THEODORE N & KELLY	R1	266,200	119,800	146,400
050111-	10627	MCBEAN ZACHARY & ANGELA	R1	206,200	203,100	3,100
050149-2	11853	WHITE THERESA	R2	269,300	238,000	31,300
050162-	10819	GIRARD MARK M &	R2	269,000	259,800	9,200
050244-	10749	HOWE HOMER Z	R1	112,200	113,700	-1,500
050256-	10276	GREEN MOUNTAIN POWER	UE	10,700,100	10,428,500	271,600
050325-	11561	VERMONT TRANSCO LLC	UE	51,515,458	54,911,300	-3395,842
050339-	10623	GRAY IRENE E	R1	54,000	152,800	-98,800
060010-	11311	RUNNING BEAR CAMPING AREA	C	508,800	459,600	49,200
060010-1	11341	FIRESIDE RECREASTION LLC	C	273,600	163,500	110,100
070137-	11659	FLOYD JARED T	R2	354,100	539,200	-185,100
070137-1	10757	RIANHARD RANDY L	R2	233,400	163,700	69,700
070142-	11508	TEMPLE TRICIA	R1	146,400	182,100	-35,700
070143-	11301	TEMPLE LUDWIG	R1	74,300	91,700	-17,400
070152-	11193	PERKINSVILLE COMMUNITY CHURCH	C	675,000	543,000	132,000
070218-	10101	BEHN ANDREW P	R2	211,100	207,000	4,100
070253-	10688	AUSTIN PAUL W	M	77,100	173,900	-96,800
070259-	10944	LOCKWOOD BRADLEY	R2	160,900	164,700	-3,800
070303-	10445	UHL STEVEN J & CARIN L	M	141,100	136,600	4,500
080139-	10536	HOINSKY JESSICA C	R1	94,900	12,700	82,200
080151-	10231	CURRIE JOSHUA	R1	31,900	57,400	-25,500
080221-	10526	FIRST CONG CHURCH OF WEATHERSFIELD	C	2,110,000	1,735,100	374,900
080233-	10969	HENNESSEY SEAN P &	R1	119,600	117,200	2,400
080241-	10962	MACK WILLIAM S & WINIFRED B	R1	234,100	228,000	6,100
080261-1	11047	MILLARD SEAN & TAMMY	R1	185,900	181,400	4,500
090133-24+	10394	DANIELS ANTHONY J & PATRICIA W, TRUSTEES	R2	1,247,700	1,212,100	35,600
090134-	11520	DUNHAM ROBERT J & ELAINE	R2	846,600	658,900	187,700
090138-	11945	RASMUSSEN JASON P & WENDY L	R2	216,200	184,500	31,700
090209-	10985	CONNOLLY TODD & NICOLE	R2	351,400	350,200	1,200
090211-2	11828	CAWVEY KAYLA D	R2	209,400	67,000	142,400
090242-	10426	FITZHERBERT AARON	M	48,500	28,500	20,000
110113-	11326	SARGENT GEORGE A JR &	R1	91,100	169,500	-78,400
110148-	10042	SHERRY ROBERT & CHRISTINE	R2	267,400	224,600	42,800
110172-	10351	CHASE DANA &	MHL	106,500	24,100	82,400
110204-	10211	BONETTI JOHN T & CARMEN &	M	140,500	105,700	34,800
120052-2	11950	OSGOOD JEREMY R & CYNTHIA E	R2	356,500	308,000	48,500
120057-1	11954	FRIEDMAN STEWART W & LINDA J	R2	253,100	260,300	-7,200

## Comparing Town of Weathersfield to Town of Weathersfield FY22

Parcel ID	SPAN	Name	Category	Real	Real	Real Difference
120063-	11469	TUFTS MATTHEW R & NICOLE L	R2	265,100	214,700	50,400
130105-	10396	DANIELS LILLIAN TRUSTEE	R2	589,100	820,600	-231,500
130106-	11600	WALSH MICHAEL R & MARIANNE E	R2	503,200	266,600	236,600
130110-5	10887	LAMB GEORGE	R1	286,400	281,800	4,600
130129-1	11884	RING BRENT J	R2	452,800	412,000	40,800
130158-5	11712	COSTA JESSE J & KATHERINE A	R2	273,900	272,900	1,000
130159-3	10182	SANCHEZ JR EDUARDO E	M	185,700	53,100	132,600
130267-	10632	GRIEVE TIMOTHY & KATHLEEN T	R1	189,500	172,400	17,100
140003-	10222	BUCK FLOYD E & PAMELLA E X	R1	101,900	96,400	5,500
5A0107-	11652	WHITE MAYNARD A SR	R1	157,600	157,100	500
5A0115-	11634	WEATHERSFIELD TOWN OF SCHOOL DISTRICT	C	10,398,144	11,051,772	-653,628
5A0139-	10302	OPEN BIBLE BAPTIST CHURCH INC	C	796,000	636,000	160,000
5A0215-	11584	COHEN MICHAEL	R2	302,200	299,700	2,500
5A0219-	11705	WRAGG JAY F TRUST DATED 9/4/2020	C	648,200	602,000	46,200
5A0230-	11695	JENKINS GARON M	R2	208,100	374,800	-166,700
5A0230-1	11811	LOBRANO THOMAS S III & SHARYN A	R1	167,800	193,800	-26,000

Total Records: 67

-----  
-1918,370



# TOWN OF WEATHERSFIELD

5259 US ROUTE 5

ASCUTNEY, VERMONT 05030

P. (802) 674-2626

F. (802) 674-2117

Brandon Gulnick  
Town Manager  
TEL. (802) 674-2626  
Weathersfieldvt.org

## Wastewater Feasibility Study

Dear Board Members,

We held a meeting with Tom Brown, ANR/Water Supply Division. Mr. Brown explained there is funding to complete a Wastewater Feasibility Study in the form of a 100% forgivable loan. The first step is to secure an engineer to do the project. We advertised an RFQ and received four (4) responses. A meeting was held with Regional Planning to open the responses and rank them based on criteria. We contacted Tom Brown to ask whether he has worked with our #1 choice. Mr. Brown stated that he is familiar with Otter Creek and has worked on projects with them/approves of our selection.

See Attachment A – Agreement

See Attachment B – Application

Otter Creek Engineering will be present at the 6/20 meeting to answer questions.

Sincerely,

Brandon Gulnick  
Town Manager

ATTACHMENT A  
[AGREEMENT]



OTTER CREEK  
ENGINEERING

**AGREEMENT BETWEEN**  
**THE**  
**TOWN OF WEATHERSFIELD**  
  
**AND**  
  
**OTTER CREEK ENGINEERING, INC.**  
**FOR**  
**PROFESSIONAL SERVICES**  
  
**PERKINSVILLE AND ASCUTNEY**  
**WASTEWATER FEASIBILITY STUDY**

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 30, 2022 (“Effective Date”) between  
Town of Weathersfield (“Owner”) and  
Otter Creek Engineering, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**Perkinsville and Ascutney Wastewater Feasibility Study** ("Project").

---

Other terms used in this Agreement are defined in Article 7.

---

Engineer's services under this Agreement are generally identified as follows: **The Engineer will prepare An evaluation of potential community wastewater solutions for the village area, provide order of magnitude cost opinions for alternatives, and provide recommendations for further study in a feasibility study report.**

---

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:



1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

### 5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

- B. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 6.02 *Design Without Construction Phase Services*

- A. ~~Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.~~

## 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

##### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.



- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall

not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## **ARTICLE 7 – DEFINITIONS**

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall:
  - (a) achieve milestones, if any, in the Construction Contract;
  - (b) achieve Substantial Completion; and
  - (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency** – **The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development. The Project may be financed in whole or in part by grants and loans from the United States Environmental Protection Agency (EPA) through the State of Vermont Clean Water State Revolving Fund (CWSRF) Program. The CWSRF Program is administered by the Vermont Department of Environmental Conservation (DEC), Facilities Engineering Division (FED). FED may provide oversight for the Project and may require approval for any or all references where “Agency” approval is required. Thus, in this agreement the term “Agency” may be defined as Rural Utilities Service, FED, or both.**

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **Not Used.**~~
- E. ~~Exhibit E, Notice of Acceptability of Work. **Not Used.**~~
- F. ~~Exhibit F, Construction Cost Limit. **Not Used.**~~
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution. **Not Used.**~~
- I. ~~Exhibit I, Limitations of Liability. **Not Used.**~~
- J. ~~Exhibit J, Special Provisions. **Not Used.**~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. ~~Exhibit L, Engineer's Certification of Compliance with American Iron and Steel Requirements. **Not Used.**~~
- M. Exhibit M, RUS Certification Page (**MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C), DEC Certification Page.**

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 (2014) hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "*Byrd anti-lobbying amendment (31 U.S.C. 1352)*" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any



**Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provide by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it to the USDA, Rural Development processing office.**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: **Town of Weathersfield**

Engineer: **Otter Creek Engineering, Inc.**

By: \_\_\_\_\_  
Print name: **Brandon Gulnick**  
Title: **Town Manager**  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: **Robert M. Clark, P.E.**  
Title: **Senior Project Engineer**  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

**100955**

State of: **Vermont**

Address for Owner's receipt of notices:

**5259 Route 5, P.O. Box 550  
Ascutney, VT 05030**

Address for Engineer's receipt of notices:

**P.O. Box 712  
East Middlebury, VT 05740**

Designated Representative (Paragraph 8.03.A):

**Brandon Gulnick**

Title: **Town Manager**

Phone **802-674-2626**

Number: \_\_\_\_\_

E-Mail **townmanager@weathersfield.org**

Address: \_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

**Robert M. Clark, P.E.**

Title: **Senior Project Engineer**

Phone Number: **802-382-8522, ext. 209**

E-Mail Address: **clark@ottercrk.com**

This is **EXHIBIT A**, consisting of **19** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 30, 2022**.

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

#### A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~
  - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.~~
  - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
  - d. **Review existing wastewater and water system Information of properties within the potential service area. The information to be reviewed will be readily available from Town records and state databases, such as state permits, soils mapping, water quality data, etc.**
  - e. **Prepare for and attend kickoff meeting with the project team.**
  - f. **Determine basis for potential future water and wastewater capacity needs.**
  - g. **Confirm Study and Service Areas.**

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency. We will prep and Attend 2 project progress meetings with VDEC (30% and 90%)**

- a. **Prepare a draft Feasibility Study Report (30% draft).**
  - b. **Produce 90% Draft Report and submit to Town and funding agency for comments.**
  - c. **Address Comments and Produce Final Feasibility Study Report (100% Complete).**
9. ~~Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
  10. ~~When mutually agreed, **and approved by the Agency** assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
  11. ~~If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
  12. ~~Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
  13. ~~Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
  14. Perform or provide the following other Study and Report Phase tasks or deliverables:
    - a. ~~**Provide an Environmental Report as defined at 7 CFR 1970 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**~~
      - b. **Participate in 1 public meeting to present the results of the study.**
  15. Furnish **seven (7)** review copies of the **90% Complete Report and an electronic copy in PDF format** and any other Study and Report Phase deliverables to Owner within **180** days of the Effective Date and review it with Owner. Within **30** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish copies of the revised Report and any other Study and Report Phase deliverables to the Owner within **30** days of receipt of Owner's comments. **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish five (5) written copies and one (1) electronic copy of the revised Report and any other Study and report Phase deliverables to the Owner within 30 days of receipt of Owner's and Agency's comments.**
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

#### A1.02 *Preliminary Design Phase*

- A. ~~After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~
  1. ~~Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
  2. ~~In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~
  3. ~~Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
  4. ~~Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
  5. ~~Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~

- ~~6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
  - ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~
  - ~~8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~
  - ~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:~~
  - ~~10. Furnish **2** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **30** days of authorization to proceed with this phase, and review them with Owner. Within **30** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
  - ~~11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **2** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **14** days after receipt of Owner's comments.~~
- ~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

#### A1.03 *Final Design Phase*

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~
  - ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
  - A. ~~The Engineer shall identify the building codes and accessibility standards used in the design and indicates them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.~~
10. ~~Furnish for review by Owner, its legal counsel, and Agency and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions. Engineer will coordinate and attend a 90% Design Review with Agency and Owner.~~



11. ~~Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.~~
  12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment J of the RUS Bulletin 1780-26) for this purpose.**
  13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A — Agriculture, Rural Development, Food and Drug Administration, and Related Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.**
- B. ~~Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables~~ **and all final design phase deliverables have been accepted by Owner.**
  - C. ~~In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
  - D. ~~The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime~~

contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
  - a. ~~Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.~~
  10. ~~Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents, Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file on site during construction.~~
  11. ~~Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction.~~
- B. ~~The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

#### A1.05 *Construction Phase*

- A. ~~Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~
  1. ~~*General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
  2. ~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~
  3. ~~*Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~

4. ~~*Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.~~
5. ~~*Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~
6. ~~*Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~
7. ~~*Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
8. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
9. ~~*Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. ~~Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
  - b. ~~The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as~~~~

~~indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~

~~c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.~~

- ~~10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~
- ~~11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~
- ~~12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~
- ~~13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~
- ~~14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~
- ~~15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* ~~Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.~~ Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. ~~Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufactures' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.~~
19. *Inspections and Tests:*
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
  - d. ~~Receive and review all Manufacturers' Certification Letters for materials required to comply with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.~~
20. ~~Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.~~
21. ~~Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- a. ~~Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~
  - b. ~~By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended~~

~~to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

- ~~22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**~~
- ~~23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~
- ~~24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
  - ~~a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**~~~~
- ~~25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge,~~

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Exhibit A – Engineer's Services

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information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

- a. ~~Obtain the Contractors' Certification letter and copies of Manufacturers' Certification letter for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractors', and Manufacturers' Certification letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.~~

26. ~~Standards for Certain Construction Phase Decisions:~~ Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. ~~Duration of Construction Phase:~~ The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
  1. ~~Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
  2. ~~Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
  3. ~~Perform or provide the following other Post-Construction Phase tasks or deliverables:~~
- B. ~~The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

## PART 2 – ADDITIONAL SERVICES

### A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; ~~not including preparation of the Environmental Report defined under Basic Services~~; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
    - c. preparation of appraisals;

- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
- a. **Services of an archeological consultant to perform a desktop survey (referred to as an “Archeological Resource Assessment”) of potential wastewater disposal sites prior to performing test pits.**
  - b. **Services for a backhoe and operator for excavation and surface restoration of test pits at one site.**
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner’s contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner’s office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

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Exhibit A – Engineer’s Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

#### A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

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#### Exhibit A – Engineer's Services

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1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of **4** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 30, 2022**.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Utility and topographic mapping and surveys.

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**Exhibit B – Owner's Responsibilities**

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. ~~Perform or provide the following:~~

**B.2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug**



Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- A. *Signing* loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- B. *Signing* change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby *acknowledging* responsibility for compliance with American Iron and Steel requirements.
- C. *Obtaining* the certification letters from the consulting engineer upon substantial completion of the project and *maintaining* this documentation for the life of the loan.
- D. Where the owner provides their own engineering and/or construction services, *providing* copies of engineers', contractors', and manufacturers' certification letters (*as applicable*) to the Agency. All certification letters must be kept in the engineer's project file and on-site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.
- E. Where the owner directly procures American Iron and Steel products, *including* American Iron and Steel clauses in the procurement contracts and *obtaining* manufacturers' certification letters and *providing* copies to consulting engineers and contractors.

This is **EXHIBIT C**, consisting of **4** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 30, 2022**.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$37,530** based on the following estimated distribution of compensation:

a. Study and Report Phase	<b><u>\$37,530</u></b>
b. Preliminary Design Phase	<b>N/A</b>
c. Final Design Phase	<b>N/A</b>
d. Bidding and Negotiating Phase	<b>N/A</b>
e. Construction Phase	<b>N/A</b>
f. Post-Construction Phase	<b>N/A</b>
  2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
  3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
  4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.
  5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **6** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
  2. An Hourly Budget of **\$1,400** is included for a backhoe and operator to provide excavation and surface restoration at one site.
  3. An Hourly Budget of **\$3,100** is included for an archeologist to provide an Archeological Resource Assessment.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.08**.
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*

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Exhibit C – Compensation Packet AS-1: Additional Services –  
Standard Hourly Rates Method of Payment.

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.08**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 30, 2022**.

## Reimbursable Expenses Schedule

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Subcontracted Services (as required):

Special consultants

Material testing

Equipment charges

Outside reproduction services.....At Cost Plus 8%

Mileage.....Current IRS Rate

Photocopies:

▪ 8 ½" x 11" (Black and White)

Bond

\$0.10 each

▪ 8 ½" x 11" (Color)

\$0.50 each

▪ 24" x 36" (Standard Size)

\$3.00 each

Mylar

\$15.00 each

▪ Other Large Scale Copies

\$0.50 / sf

\$ 2.50 /sf

This is **Appendix 2 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 30, 2022**.

## **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

▪ Managing Engineer	\$155.00 per hour
▪ Senior Project Engineer	\$135.00 per hour
▪ Project Engineer	\$100.00 per hour
▪ Staff Engineer	\$ 90.00 per hour
▪ Land Surveyor	\$115.00 per hour
▪ Senior Environmental Engineer	\$130.00 per hour
▪ Hydrogeologist	\$110.00 per hour
▪ Senior Environmental Scientist	\$ 95.00 per hour
▪ Environmental Scientist	\$ 80.00 per hour
▪ Senior Engineering Technician	\$100.00 per hour
▪ Wetland Scientist	\$ 95.00 per hour
▪ Natural Resource Ecologist	\$ 90.00 per hour
▪ Engineering Technician	\$ 85.00 per hour
▪ Senior Resident Project Representative	\$100.00 per hour
▪ Resident Project Representative	\$ 90.00 per hour
▪ Administrative Assistant	\$ 65.00 per hour

**Client:** Town of Weathersfield  
**Project:** Perkinsville and Ascutney Wastewater Feasibility Study  
**Date:** June 3, 2022

This is **Appendix 3** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **June 10, 2022**

Task Number	Task Description	Senior Project Engineer	Project Engineer	Hydro-geologist	Senior Eng'g Tech.	Senior RPR	Eng'g Tech.	Admin. Asst.	Expenses	Cost Per Task
<b>Review of Community Goals and Existing Conditions</b>										
A1.01.A.1.d	Review Existing Information	2		2			2			\$660
A1.01.A.1.e	Kickoff Meeting with Project Team	6		6				1	\$120	\$1,655
A1.01.A.1.f	Determine basis for potential future water and wastewater capacity needs	4								\$540
A1.01.A.1.g	Confirm Study and Service Areas	4					2		\$40	\$750
<b>SUBTOTAL</b>										<b>\$3,605</b>
<b>Review of Potential Wastewater Solutions</b>										
A1.01.A.1.d	Review existing septic system permit and GIS info	2		4			4	2		\$1,180
A1.01.A.1.h	Review existing soils mapping	4		4						\$980
A1.01.A.2	Identify sites to conduct preliminary site and soil analysis	4		8			2	2		\$1,720
A1.01.A.4	Field Visit/Hand Augers/Test Pits	2		12			8	4	\$100	\$2,630
A1.01.A.2	Preliminary layout and site capacity determinations	4			2		12			\$1,760
A1.01.A.3.b	Review Water System as Alternative Solution	10		20			14	3	\$90	\$5,025
<b>SUBTOTAL</b>										<b>\$13,295</b>
<b>Engineering Alternatives &amp; Report</b>										
A1.01.A.3.c	Review Alternative Financing and Management Options	4	8					2		\$1,470
A1.01.A.8.a	Draft Feasibility Study (30% Complete)	8	8	4			12	12	\$50	\$4,170
A1.01.A.3.a	Identify the "Alternative System Configurations"	8	8				12		\$140	\$3,040
A1.01.A.3.d	Opinions of Cost and Present Worth Analysis	6				12		2	\$140	\$2,280
A1.01.A.3.e	Non-Monetary Analysis	4						2		\$670
A1.01.A.8.b	Produce 90% Report	6					6	12	\$150	\$2,250
A1.01.A.8.c	Address Comments and Produce Final Feasibility Study Report (100% Complete)	4					4	8	\$100	\$1,500
<b>SUBTOTAL</b>										<b>\$15,380</b>
<b>Community Outreach</b>										
A1.01.A.14.b	Participate in 1 public meeting to present the results of the study	8		8				1	\$110	\$2,135
A1.01.A.7	Prep and Attend 2 project progress meetings with VDEC (30% and 90%)	16		6				1	\$230	\$3,115
<b>SUBTOTAL</b>										<b>\$5,250</b>
<b>Additional Services</b>										
A.2.01.A.8.a	Archeological Resource Assessment								\$3,100	\$3,100
A.2.01.A.8.b	Backhoe for Test Pits (1 site)								\$1,400	\$1,400
<b>SUBTOTAL</b>										<b>\$4,500</b>
<b>Total Hours</b>		106	24	74	2	12	78	52	5770	
<b>Percent of Total Hours</b>		30%	7%	21%	1%	3%	22%	15%		
<b>Hourly Rate</b>		\$135.00	\$100.00	\$110.00	\$100.00	\$100.00	\$85.00	\$65.00		
<b>Subtotals</b>		\$14,310	\$2,400	\$8,140	\$200	\$1,200	\$6,630	\$3,380	\$5,770	\$42,030

**TOTAL** **\$42,030**





**NOTICE OF ACCEPTABILITY OF WORK**

**PROJECT:** ~~Perkinsville And Ascutney Wastewater Feasibility Study~~

**OWNER:** ~~Town of Weathersfield~~

**CONTRACTOR:** \_\_\_\_\_

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:** \_\_\_\_\_

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:** \_\_\_\_\_

**ENGINEER:** ~~Otter Creek Engineering, Inc.~~

**NOTICE DATE:** \_\_\_\_\_

**To:** \_\_\_\_\_  
~~Owner – Town of Weathersfield~~

**And To:** \_\_\_\_\_  
~~Contractor~~

**From:** \_\_\_\_\_  
~~Engineer – Otter Creek Engineering, Inc.~~

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated **December 3, 2019**, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

\_\_\_\_\_ The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. ~~This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.~~
2. ~~This Notice reflects and is an expression of the Engineer's professional opinion.~~
3. ~~This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.~~

4. ~~This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.~~
5. ~~This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.~~
6. ~~This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.~~

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 30, 2022**.

## Insurance

---

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- |  |             |
|--|-------------|
| a. Workers' Compensation:  | Statutory   |
| b. Employer's Liability --   |             |
| 1) Bodily injury, each accident:   | \$1,000,000 |
| 2) Bodily injury by disease, each employee:  | \$1,000,000 |
| 3) Bodily injury/disease, aggregate:   | \$1,000,000 |
| c. General Liability --  |             |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$2,000,000 |
| 2) General Aggregate:  | \$4,000,000 |
| d. Excess or Umbrella Liability --   |             |
| 1) Per Occurrence:   | \$5,000,000 |
| 2) General Aggregate:  | \$5,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | \$1,000,000 |
| f. Professional Liability --   |             |
| 1) Each Claim Made   | \$2,000,000 |
| 2) Annual Aggregate  | \$2,000,000 |
| g. Other (specify):  | N/A         |

2. By Owner:

- |  |             |
|--|-------------|
| a. Workers' Compensation:                  | Statutory   |
| b. Employer's Liability --                 |             |
| 1) Bodily injury, Each Accident            | \$1,000,000 |
| 2) Bodily injury by Disease, Each Employee | \$1,000,000 |
| 3) Bodily injury/Disease, Aggregate        | \$1,000,000 |



This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **[date]**.

## **Dispute Resolution**

---

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### **H6.08 — Dispute Resolution**

- A. *Mediation:* ~~Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **an individual or firm mutually acceptable to both parties**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **May 30, 2022**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

The Effective Date of this Amendment is: \_\_\_\_\_.

**Background Data**

Effective Date of Owner-Engineer Agreement: \_\_\_\_\_

Owner:           Town of Weathersfield

Engineer:       Otter Creek Engineering, Inc.

Project:         Perkinsville and Ascutney Wastewater Feasibility Study

**Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]**

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

*Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.*

**Agreement Summary:**

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

**Change in time for services (days or date, as applicable): \_\_\_\_\_**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

**OWNER:**

**ENGINEER:**

Town of Weathersfield

Otter Creek Engineering, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: Brandon Gulnick

Print name: Robert M. Clark, P.E.

Town Manager

Title: Senior Project Engineer

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**RUS CERTIFICATION PAGE**

PROJECT NAME: Perkinsville and Ascutney Wastewater Feasibility Study

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

**SUMMARY OF ENGINEERING FEES**

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services \_\_\_\_\_ \$ \_\_\_\_\_

Resident Project Observation \_\_\_\_\_ \$ \_\_\_\_\_

Additional Services \_\_\_\_\_

TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_



Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

**Otter Creek Engineering, Inc.**

\_\_\_\_\_  
Engineer \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**Town of Weathersfield**

\_\_\_\_\_  
Owner \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

\_\_\_\_\_  
Agency Representative \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**~~ENGINEER'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A – AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE.~~**

DATE:

RE: ~~PROJECT NAME~~ Perkinsville and Ascutney Wastewater Feasibility Study

APPLICANT Town of Weathersfield

CONTRACT NUMBER \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all iron and steel products referenced in the Plans, Specifications, and Bidding Documents for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee. This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

I hereby commit that to the best of my ability all iron and steel products that will be referenced in the Bid Addenda, Executed Contracts, and Change Orders will comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Otter Creek Engineering, Inc.

Name of Engineering Firm (PRINT)

By Authorized Representative (SIGNATURE)

Title

~~This letter is to be submitted prior to Agency authorization of Advertisement for Bids.~~

**Exhibit M**  
**RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)**  
**DEC CERTIFICATION PAGE**

PROJECT NAME: Perkinsville and Ascutney Wastewater Feasibility Study

PROJECT LOCATION: Weathersfield, Vermont

APPLICANT & LOAN/GRANT NUMBER: Town of Weathersfield

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

**SUMMARY OF ENGINEERING FEES**

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
<b>1. Step 0 – Feasibility Study</b>	<b>\$37,530</b>	LS/NTE
<del>2. Step I – Preliminary Engineering</del>		
<del>a. Preliminary Engineering Report Services</del>		LS/NTE
<del>b. Environmental Information Document Services</del>		LS/NTE
<b>c. Additional Services included in Step I (include additional lines and itemize each item separately)</b>	<b>\$ 4,500</b>	LS/NTE
<del>3. Step II – Final Design</del>		
<del>a. Basis of Final Design and Final Design Plans and Contract Documents</del>		LS/NTE
<del>b. Additional Services included in Step II (include additional lines)</del>		LS/NTE
<del>4. Step III</del>		
<del>a. Bid Phase Services</del>		LS
<del>b. Construction Phase Services</del>		LS
<del>c. Resident Project Representative Services</del>		NTE
<del>d. Post Construction Phase Services</del>		LS
<del>e. Additional Services included in Step III (include additional lines)</del>		LS/NTE
<b>5. Total Engineering Costs</b>	<b>\$42,030</b>	

<b>6. Construction Costs (Engineer's Opinion)</b>		
<b>a. Contract 1</b>	<b>TBD</b>	
<b>b. Additional Items (include additional lines)</b>	<b>TBD</b>	
<b>7. Total Project Cost</b>	<b>TBD</b>	
<b>8. Total Bond Amount</b>	<b>TBD</b>	

**SCOPE OF SERVICES**

The scope of services can be found in the following pages of the contract: Exhibit N

**PROGRESS MEETING AND DELIVERABLES**

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step 0 deliverables and meetings:

<b>Percent Complete</b>	<b>Approximate Meeting Schedule</b>	<b>Deliverables</b>
<b>30%</b>	<b>July 15, 2022</b>	<b>30% Permit with Outline and preliminary map/tables</b>
<b>60%</b>	<b>September 15, 2022</b>	<b>60% report with initial outline of alternatives and costs</b>
<b>90%</b>	<b>October 6, 2022</b>	<b>90% Report with alternative analysis and recommendations</b>
<b>Final</b>	<b>November 15, 2022</b>	<b>Final Report</b>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

CONSULTING FIRM NAME

**Otter Creek Engineering, Inc.**

Engineer

Date

**Robert M. Clark, P.E., Senior Project Engineer**

Name and Title

**Town of Weathersfield**

Owner

Date

**Brandon Gulnick, Town Manager**

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

---

Agency Representative

Date

---

Name and Title

Last Revised: 3/26/19

ATTACHMENT B  
[APPLICATION]



# Water Infrastructure

## FINANCING PROGRAMS



VERMONT WATER & WASTEWATER REVOLVING LOAN FUNDS

# State Revolving Loan Programs

## FUNDING APPLICATION

**IMPORTANT:** Please select the Type of Entity and Loan Type(s) before completing the application. This information is used to set up the rest of the form. This form **MUST** be completed electronically, handwritten applications will not be accepted.

Select the Type of Entity this application is for:

- Municipality, Fire District, or other similar entity  
 Homeowners Association, LLC, Proprietorship, 501(c)3 Non-Profit, or other similar entity

### LOAN TYPE

This section may be completed by engineer or applicant

Please submit a draft Engineering Services Agreement with this application if applicable

This loan will be used for (select all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Step I Drinking Water Loan (Feasibility & Planning)              | <input checked="" type="checkbox"/> Step I Clean Water Loan (Feasibility & Planning) |
| <input type="checkbox"/> Step II Drinking Water Loan (Final Design)                       | <input type="checkbox"/> Step II Clean Water Loan (Final Design)                     |
| <input type="checkbox"/> Step III Drinking Water Loan (Construction)                      | <input type="checkbox"/> Step III Clean Water Loan (Construction)                    |
| <input type="checkbox"/> Drinking Water Loan Amendment                                    | <input type="checkbox"/> Clean Water Loan Amendment                                  |
| <input type="checkbox"/> Municipal Source Water Protection Loan                           | <input type="checkbox"/> Pollution Control or ARPA Grant                             |
| <input type="checkbox"/> Planning Advance (uncommon; requires State legislative approval) | <input type="checkbox"/> CWSRF Interim Financing                                     |

### APPLICANT INFORMATION

This section may be completed by engineer or applicant

LOAN APPLICANT		DATE OF APPLICATION	
Town of Weathersfield		Jun 3, 2022	
SYSTEM NAME	WSID NUMBER	WASTEWATER PERMIT NUMBER	
MAILING ADDRESS	TOWN	STATE	ZIP
PO Box 550	Weathersfield	VT	05030
PHONE	CELL PHONE	TAX ID	SAM UNIQUE ENTITY ID
802-674-2626			

### CONTACT PERSON - AUTHORIZED REPRESENTATIVE

This section may be completed by engineer or applicant

CONTACT NAME		TITLE	
Brandon Gulnick		Town Manager	
MAILING ADDRESS	TOWN	STATE	ZIP
PO Box 550	Weathersfield	VT	05030



PHONE

802-674-2626

CELL PHONE

EMAIL ADDRESS

townmanager@weathersfield.org

### ALTERNATE AUTHORIZED REPRESENTATIVE(S)

*This section may be completed by engineer or applicant*

AUTHORIZED REPRESENTATIVE NAME

TITLE

MAILING ADDRESS

TOWN

STATE

VT

ZIP

PHONE

CELL PHONE

EMAIL ADDRESS

Add Alternate Representative

### ENGINEERING FIRM & REPRESENTATIVE (or Legal Firm and Attorney's Name if this is a Source Protection Loan)

*This section may be completed by engineer or applicant*

FIRM NAME

Otter Creek Engineering, Inc.

CONTACT NAME

Robert M Clark, P.E.

MAILING ADDRESS

PO Box 712

TOWN

East Middlebury

STATE

VT

ZIP

05740

PHONE

802-382-8522x209

CELL PHONE

802-989-6347

EMAIL ADDRESS

Clark@ottercrk.com

### LOAN REQUEST

*This section may be completed by engineer or applicant*

Project Title: Weatherfield Village Wastewater Study

Total amount requested for this loan: \$ 42,030

Total projected project cost: \$ 42,030

Please describe the history of the project:

The project involves the development of a wastewater feasibility study for the Villages of Weathersfield and Perkinsville.

Please describe who will benefit from the proposed project:

The residents of both Villages and the Town.

Do current and potential customers have alternative sources of water and is the proposed project the best and most cost-effective alternative?



Please provide a description of the project as it relates to this loan. Include specifications and materials used, water sources, and treatment facilities (attach sheets if necessary):

*Please include estimated or actual project cost summary/estimate of probable project costs.*

Is the Applicant interested in sponsoring a Water Infrastructure Sponsorship Program (WISPr) project?

Yes  No

### SITE INFORMATION

*This section may be completed by engineer or applicant*

*An attorney's legal opinion may be required regarding the site or sites where the project will be located. The Facilities Engineering Division's Construction Section will make this determination for the project.*

Do you own all land or possess all the easements or rights-of-ways for project sites?

Yes  No

### ESTIMATED PROJECT SCHEDULE

*This section should be completed by the engineer*

Estimated Project Initiation Date:

Estimated Project Completion Date:

### ESTIMATED SPENDING SCHEDULE OF LOAN PROCEEDS

*This section may be completed by engineer or applicant*

Quarter	Year	Amount
July - September	2022	\$15,000
October - December	2022	\$15,000
January - March	2023	\$12,030
<input type="button" value="Add Another Quarter"/>		
TOTAL -->		\$42,030

### REVENUES

*This section should be completed by the applicant*

What is the Applicant's fiscal year?

User Rate Revenue Table

	Current FY - 2	Current FY - 1	Current FY (estimated)	Current FY + 1 (estimated)	Current FY + 2 (estimated)
Amount Billed	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount Collected	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount Uncollected/Outstanding	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



Estimated Amount of Commercial Revenue

--	--	--	--	--	--

Does the system use tax revenue to support any utility related activities, including capital projects?

Yes  No

Will taxes or fees need to be adjusted based on the proposed project?

Yes  No

### EXPENDITURES / SYSTEM OPERATION & MAINTENANCE EXPENSES

*This section should be completed by the applicant*

Current Fiscal Year O&M Costs (exclusive of debt and reserve fund payments):

Post Project Fiscal Year O&M Costs (exclusive of debt and reserve fund payments):

*Please attach a copy of your actual YTD revenue and expenses, and projected budget.*

### EXPENDITURES / SYSTEM DEBT

*This section should be completed by the applicant*

What is the applicant's total long-term outstanding debt?

What is the applicant's total annual long-term debt payment?

#### Direct Debt

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4	Current FY + 5
Total Payment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

#### Long-Term Debt Schedule

Purpose of Long-Term Debt	Direct or Self-Supporting	Year of Maturity	\$ Amount Outstanding
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="button" value="Add Another Long-Term Debt"/>		Total As of -->	
		<input type="text"/>	<input type="text"/>

Does the system have any authorized but unissued debt (excluding the debt requested in this application)?

Yes  No

Does the Applicant have any future borrowing plans over the next 5 years?

Yes  No

Are there other capital projects in the near term (5 years)?

Yes  No

Does the Applicant have an annual or cumulative deficit?

Yes  No

Does the Applicant intend to increase user's fees/charges to pay for this debt service:

Yes  No



Does the Applicant anticipate an increase in revenues as a result of these improvements?

Yes  No

Does the Applicant anticipate a reduction in operating expenses as a result of these improvements?

Yes  No

What are the economic trends in your service area - jobs, population increases/decreases, housing starts, property values, etc.? For Mobile Home Parks, please provide an occupancy history for the past five (5) years.

List any current or potential connections using greater than 5% of demand or provide a general description of service area.

### SYSTEM RESERVE FUNDS

*This section should be completed by the applicant*

Does the Applicant have any reserve funds?

Yes  No

Is the Applicant actively contributing to reserve funds in accordance with a short-term Asset Replacement Table (START)?

Yes  No

What does the Applicant do with surpluses, if any?

### Reserve Funds

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4
Amount Available	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Financial Documentation & Controls

*This section should be completed by the applicant*

*Please submit 3 years audit financial statements. If not available, submit:*

- 3 years statement of revenue and expenditure, **AND**;
- 3 years year-ending cash balance (checking, savings, and investment accounts)

Has anything occurred since the date of your last annual financial report or financial statement that would have a significantly negative effect on your revenues, expenditures, or ability to pay future debt service?

Yes  No

Did the Applicant have more than one budget defeat in the last two years?

Yes  No

Does the Applicant have any pending litigation in excess of \$10,000 on the system and/or the municipality?

Yes  No



Does the Applicant offer a retirement plan to its employees (including VMERS)?

Yes  No

If the Applicant has its own retirement plan separate from VMERS, does it have any unfunded pension liabilities?

Yes  No

Describe the Applicant's budget control system. Does the Applicant use multi-year forecasting or interim (quarterly or monthly) financial reports to monitor your status?

Are all account records currently maintained for:

Checkbook  Yes  No  Don't Know

By Whom:

Comments:

Receipts  Yes  No  Don't Know

By Whom:

Comments:

Disbursements  Yes  No  Don't Know

By Whom:

Comments:

Deposit Slips  Yes  No  Don't Know

By Whom:

Comments:

Are bank statements reconciled on a regular basis?

Yes  No  Don't Know

By Whom:

Comments:

Are bank accounts and ledger balances reconciled on a monthly basis?

Yes  No  Don't Know

By Whom:

Comments:



Are financial records maintained in a computerized system?

Yes  No  Don't Know By Whom:

Comments:

Are any financial records maintained in manual form?

Yes  No  Don't Know By Whom:

Comments:

Does the applicant maintain separate reporting for this utility?

Yes  No  Don't Know By Whom:

Comments:

Does someone other than the treasurer receive unopened bank statements and review bank reconciliations?

Yes  No  Don't Know By Whom:

Comments:

Does the same individual open the mail and deposit checks?

Yes  No  Don't Know By Whom:

Comments:

Does the organization receive payments in cash?

Yes  No  Don't Know By Whom:

Comments:

Does the Applicant have pre-numbered receipt books for cash payments?

Yes  No  Don't Know By Whom:

Comments:

Are checks always written to specified payees and not to cash?



Yes  No  Don't Know By Whom:

Comments:

Are pre-numbered checks used for all bank accounts?

Yes  No  Don't Know By Whom:

Comments:

Are checks written by the same individual who approves payments?

Yes  No  Don't Know By Whom:

Comments:

Have there been any changes in authorized signatures during the fiscal year?

Yes  No  Don't Know By Whom:

Comments:

Has a signature stamp ever been used for any account?

Yes  No  Don't Know By Whom:

Comments:

Is the organization professionally audited by a CPA?

Yes  No  Don't Know By Whom:

Comments:

Does the Authorized Representative assist in the audit planning process?

Yes  No  Don't Know By Whom:

Comments:

Is a specific individual responsible for correcting audit findings?

Yes  No  Don't Know By Whom:



Comments:

Are regular financial reports prepared for the board?

Yes  No  Don't Know By Whom:

Comments:

Are budget to actual reports prepared for each department?

Yes  No  Don't Know By Whom:

Comments:

Has the Authorized Representative borrowed money from the utility?

Yes  No  Don't Know By Whom:

Comments:

Has the organization had a theft, embezzlement or wire fraud in the last 5 years?

Yes  No  Don't Know By Whom:

Comments:

Has the Treasurer or CFO participated in any business which does business with the system/utility?

Yes  No  Don't Know By Whom:

Comments:

Does the Applicant loan money to employees?

Yes  No  Don't Know By Whom:

Comments:

Have board members attended financial trainings?

Yes  No  Don't Know By Whom:

Comments:



Has the Treasurer/CFO attended trainings on recordkeeping?

Yes  No  Don't Know By Whom:

Comments:

Does the Applicant have written financial policies and procedures?

Yes  No  Don't Know By Whom:

Comments:

Does each employee have copies of these policies and procedures?

Yes  No  Don't Know By Whom:

Comments:

### KEY PERSONNEL

Please list the names and qualifications of the following key personnel including areas of expertise, years of experience in similar programmatic work, years at current position, and/or any relevant qualifications.

*Please include all personnel related to the loan. Authorized Rep, Alternative Authorized Rep(s), Clerk, Board Members, Financial Manager, etc. Failure to include all key personnel will result in the application considered incomplete.*

NAME

POSITION (select from the list or enter another value)

QUALIFICATIONS:

Add Another Key Person

### ADDITIONAL COMMENTS

Provide any additional comments for your application here:



## Certification

The Applicant certifies that it possesses the legal authority to apply for the SRF loan, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's Legislative Body authorizing the filing of the application. A resolution, motion, or similar action has been duly adopted or passed authorizing the person identified herein as the authorized representative of the Applicant in connection with the project for the purpose of furnishing information, data and documents pertaining to the project as required by the State of Vermont.

Authorization Date:

REPRESENTATIVE SIGNATURE

PRINT NAME

REPRESENTATIVE SIGNATURE

PRINT NAME

REPRESENTATIVE SIGNATURE

PRINT NAME

REPRESENTATIVE SIGNATURE

PRINT NAME

REPRESENTATIVE SIGNATURE

PRINT NAME

## Clerk Certification

Clerk Signature Date:

SIGNATURE OF CLERK

PRINT NAME

## Authorized Representative Certification

Authorized Representative Signature Date:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME

Submit completed application and all attachments via email to:



**Tom Brown, CWSRF Project Lead**

[phone] 802-622-4205 [email] [thomas.brown@vermont.gov](mailto:thomas.brown@vermont.gov)

**Department of Environmental Conservation**  
Water Investment Division







# TOWN OF WEATHERSFIELD

5259 US ROUTE 5  
ASCUTNEY, VERMONT 05030

Selectboard  
Michael Todd  
David Fuller  
Kelly O'Brien  
Paul Tillman  
Wendy Smith

Brandon Gulnick  
Town Manager  
TEL. (802) 674-2626  
Weathersfieldvt.org

June 21, 2022

## REQUEST FOR SPEED LIMIT REVIEW

Dear Ian Degutis,

We are requesting that AOT Traffic Operations conduct a review of the speed limit on 131 in Weathersfield between Thrasher Road & Weathersfield Center Road. Residents located at 2291 Route 131 have a blind driveway and feel unsafe entering and exiting their property. There have been several accidents on Route 131 near this location. We are requesting that AOT Traffic Operations conduct a traffic engineering study, as required by State Law, and forward a recommendation to the Vermont Traffic Committee for a decision. The speed limit is 40MPH on Route 131 in the vicinity of Victory Drive and Lavigne Road. Changing the speed limit between Guld Rd and Thrasher Rd on Route 131 is our recommendation.

If you have any questions or concerns, please do not hesitate to contact me.

Respectfully,

Brandon Gulnick  
Town Manager  
Weathersfield, VT

William Daniels  
Police Chief  
Weathersfield, VT

Michael Todd  
Selectboard Chair  
Weathersfield, VT

Ray Stapleton  
Highway Superintendent  
Weathersfield, VT



# TOWN OF WEATHERSFIELD

5259 US ROUTE 5

ASCUTNEY, VERMONT 05030

Selectboard

Michael Todd  
David Fuller  
Kelly O'Brien  
Paul Tillman  
Wendy Smith

Brandon Gulnick  
Town Manager  
TEL. (802) 674-2626  
Weathersfieldvt.org

May 26, 2022

Board members,

During the May 16<sup>th</sup> Selectboard meeting the board requested that we organize high priority building improvements identified in the Town-Wide Building Assessment presentation and develop a summary report. The purpose of this report is to identify these high priority areas and request action from the board to obtain estimates on the priorities the board deems appropriate.

## 1. 1879 School House

The 1879 Schoolhouse is 143 years old. The building is 2030 SQFT and has 2 floors. The replacement value of the building is \$687,475. The purpose of the building has not been defined, however, some of the space has been designated as a Food Shelf. The structural system of the building includes flagstone, a stone foundation, brick, and wood walls. The building is in good condition.

### High Priorities

- Roof replacement - likely installed in 1900, the roof is nearly 120 years old.
- Fire Alarm System - no existing fire alarm system
- Removal of flammable wall surface in food shelf. Old beaverboard needs to be removed and plaster repaired.
- Pave the walk from the parking lot to the building to improve accessibility for Americans with Disabilities.
- Install motion detector lights.
- Install storm windows to improve energy efficiency.
- Replace wood doors.
- Install heat/cooling pumps.
- Convert interior lighting to LED - improves energy efficiency and visibility.

## 2. Ascutney Fire Station

The Ascutney Fire Station is 20 years old. The building is 4,550 SQFT and has 2 floors. The replacement value of the building is \$586,790. The purpose of the building is Emergency Services. The owner of the building is the Ascutney Volunteer Fire Association, and the owner of the land is the State of Vermont. The building is in good condition.

## 2. Ascutney Fire Station Continued...

### High Priorities

- Install floor drain with an oil separator. Water leaks in through garage door.
- Water contains high salt & iron. Replace well or extend Water District main line.
- Install heating system, infrared tube heaters - works from propane, run length of bays
- Install a Fume-A-Vent system
- Install heating & cooling pumps

## 3. Martin Memorial Hall

Martin Memorial Hall is 60 years old. The building is 4,800 SQFT and has 2 floors. The replacement value of the building is \$1,110,358. The purpose of the building is Town Offices/ Community use. The owner of the building is the Town of Weathersfield. The building envelope consists of wood/vinyl/brick and the structural system is wood/brick. The building is in good condition.

### High Priorities

- Roof Replacement - existing roof is in poor condition.
- Replace 13 single pane windows.
- Install heat & cooling pumps - eliminates window air conditioner units & increases energy efficiency.
- Install LED lighting
- Install Key Fob Lock system on doors and cash register
- Install a generator
- Pave driveway and parking lot (Wragg Brothers willing to partner with the Town)

## 4. West Weathersfield Fire Station

The West Weathersfield Fire Station is 54 years old. The building is 2,680 SQFT and has 1 floor. The replacement value of the building is \$426,893. The purpose of the building is Emergency Services. The owner of the building is the West Weathersfield Volunteer Fire Department; however, the department is willing to sign it over to the Town of Weathersfield. The building envelope is metal, and the structural system is steel. The building is in fair condition.

### High Priorities

- Replace Roof, flashing, and sealants.
- Replace 4 windows.
- Replace exterior doors.
- Remove ceiling, reinsulate, and use sheetrock (after roof replacement)
- Install Fume-A-Vent System
- Wire the garage doors to work with the generator when power is out.

## 5. **Proctor Library**

The Weathersfield Proctor Library is 120 years old. The building is 1,497 SQFT and has 2 floors including the basement office level. The replacement value of the building is \$250,829. The purpose of the building is library - public use. The building is in good condition.

### **High Priorities**

- Install hard pack, install drain, and rise up parking lot.
- Install motion lighting on the exterior.
- Replace 8 windows.
- Install foyer on outside of building. Significant energy loss when front door opens.
- Inspect roof to determine whether it requires replacement.
- Install drainage system or seal basement. Water leaking in through brick.
- Install fire alarms.
- Install LED lights. Existing lighting is poor.

## 6. **Town Garage**

The Town Garage is 49 years old. The building is 7,440 SQFT and has 1 floor. The replacement value of the building is \$1,063,271. The purpose of the building is storage & repairs. The building envelope & structural system is wood & metal. The building is in fair/poor condition.

### **High Priorities**

- Replace roof, flashing, downspouts, and sealants.
- Replace SE wall.
- Replace garage doors.
- Replace water supply artesian well, and water heater.
- Insulate ceilings, seal areas around garage doors.
- Install 3 floor drains with couplings to run drains from roof with oil separator.
- Install salt shed.
- Replace all lighting with LED.
- Replace all entrance doors.
- Install cement knee, wall length of breakroom, 2 ft high/30ft long to prevent salt and water from seeping into breakroom, which will lead to rot.
- Install Fire Alarm system.

## 7. **Transfer Station**

The Transfer Station is 32 years old. The buildings are 2,264 SQFT and have 1 floor. The replacement value of the buildings is \$74,328. The purpose of the facility is public recycling & waste disposal. Building envelop & structural system is wood.

*Continued on next page*

## **7. Transfer Station Continued...**

### **High Priorities**

- Move entry gate 20 ft and install new fence and gate.
- Replace cement pad lower than ground level.
- Replace trash compactor.
- Install guard rail to surround compactor.
- Replace 500-gallon oil tank.
- Install cameras on inside and outside of buildings with alarm.
- Install fire alarms.

### **SUMMARY**

Overall, 4/7 buildings currently require a roof replacement and 1 should be inspected to determine whether the roof needs to be replaced. Replacing these roofs will improve the longevity of the buildings. Another reoccurring issue is lighting. Replacing the existing lighting with LED will improve energy efficiency and visibility. Overall, 25 windows need to be replaced within 3 of our buildings. This will improve energy efficiency and longevity. The Town Garage is in the poorest condition in relation to the other 6 buildings assessed, and the West Weathersfield Fire Station follows closely behind it. The other 5 buildings are in relatively good shape, however, the high priority items identified will improve their longevity.



# Town of Weathersfield

5259 US ROUTE 5 | P.O. BOX 550 | WEATHERSFIELD, VT 05030 | PHONE (802) 674-2626 | FAX (802) 674-2117

Brandon Gulnick  
Town Manager

June 2, 2022

RE: Business Personal Property Tax

The Town of Weathersfield taxes for Business Personal Property per 32 V.S.A. § 3618.

- A. If a Town does not vote to exempt business personal property under 3849 of this title, such property shall be appraised at fair market value; or, subject to a majority vote of those present and voting at an annual or special meeting warned for the purpose, a Town may provide that business personal property shall be appraised for any taxable year according to either of the following methods, which may be elected at the option of the taxpayer:
- (1) At 50 percent of its cost during the time that it has not been fully depreciated for federal income tax purposes under the laws of the United States. After the property has been thus depreciated, exclusive of salvage value, for federal income tax purposes, it shall be appraised at 10 percent of its cost;
  - (2) At its net book value during the time that it has not been depreciated to 10 percent of its cost or less for federal income tax purposes under the laws of the United States. After the property has been depreciated to 10 percent of its cost or less, exclusive of salvage value, for federal income tax purposes, it shall be appraised at 10 percent of its cost. Business personal property manufactured by the taxpayer for his or her own use, shall be valued at the net book value for federal income tax purposes under the laws of the United States. After the property has been depreciated to 10 percent of its cost or less, exclusive of salvage value, for federal income tax purposes, it shall be appraised at 10 percent of its cost.
- B. The taxpayer may elect either of the methods set forth in subsection (a) of this section in the first year for which this election is effective. In any subsequent year the taxpayer may not change the method elected in the previous year except with the prior permission of the board of listers. All of the taxpayer's business personal property shall be valued for any year according to only one of the two methods. Adjustments by the taxpayer or the federal authorities of the depreciation allowed or allowable on the property, for federal income tax purposes, shall not affect or change the appraisal of the property under this section for any year as to which, at the time of the adjustment in depreciation, the grand list has been lodged as required by section 4151 of this title.

Continued on next page...

C. As used in this section:

- (1) "Business personal property" means tangible personal property of a depreciable nature used or held for use in any trade, business, professional practice, transaction, activity, or occupation conducted for profit, including all furniture and fixtures, apparatus, tools, implements, books, machines, boats, construction devices, and all personal property used or intended to be used for the production, processing, fabrication, assembling, handling, or transportation of anything of value, or for the production, transmission, control, or disposition of power, energy, heat, light, water, or waste. "Business personal property" does not include inventory, or goods and chattels so affixed to real property as to have become part thereof, and that are therefore not severable or removable without material injury to the real property, nor does it include poles, lines, and fixtures that are taxable under sections 3620 and 3659 of this title.
  
- (2) "Net book value" of property means the cost less depreciation of the property as shown on the federal income tax return required to be filed with the federal authorities on or nearest in advance of April 1 in any year. (Added 1975, No. 101, § 2, eff. April 30, 1975; amended 1985, No. 169 (Adj. Sess.), § 3, eff. May 5, 1986; 1991, No. 203 (Adj. Sess.), § 4, eff. May 27, 1992.)

See Attachment A – Vermont Personal Property Form

Brandon Gulnick  
Town Manager



ATTACHMENT A  
[VERMONT PERSONAL PROPERTY FORM]

VERMONT PERSONAL PROPERTY  
To be filed with the Weathersfield Listers on or before April 20  
TOWN OF WEATHERSFIELD, VERMONT  
Including Perkinsville and Ascutney  
PO BOX 550  
ASCUTNEY VT 05030  
(802) 674-2626

NAME (please print) \_\_\_\_\_  
Address to which tax notice should be sent: \_\_\_\_\_  
\_\_\_\_\_

Location(s) of Personal Property \_\_\_\_\_

STATUTORY PROVISIONS

Title 32, Section 4006 - A taxpayer required by law to make and return an inventory who refuses to sign, swear to or affirm such inventory shall be fined.

Title 32, Section 4084 - When taxable property of such person is not ascertainable by the listers, they shall appraise the property of such person at a sum which, in their judgement, is the fair market value of all the taxable property owned by him.

It is the duty of the taxpayer to obtain this blank form from the Town Clerk or Listers, fill out the same and return it to the Listers by April 20<sup>th</sup>. If he or she aids you, he or she does it as a service, and not because it is his or her legal duty. The taxpayer's cooperation is solicited.

DIRECTIONS

1. Fill out the above block, making sure the name and mailing address are correct for billing purposes.
2. Fill out the reverse side of this form, after choosing Method #1 or #2 listed below.
3. The form must be signed by the responsible individual or officer and dated.

BUSINESS PERSONAL PROPERTY

When the Inventory Tax was eliminated, state law required that Business Personal Property, which includes among other items, machinery, equipment, furniture and fixtures, apparatus, tools, implements, books, machines, boats, construction devices, and all personal property used or intended to be used for the production, processing, fabrication, assembling, handling or transportation of anything of value, or for the production, transmission, control or disposition of power, energy, heat, light, water or waste (reference, Title 32 VSA section 3618), be assessed by a cost less depreciation method rather than Fair Market Value. The taxpayer is requested to elect one of the following methods:

**Method #1** - At fifty percent of its cost during the time that it has not been fully depreciated for federal income tax purposes under the laws of the United States. After the property has been thus depreciated, exclusive of salvage value, for federal income tax purposes, it shall be appraised at ten percent of its cost; or

**Method #2** - At its net book value during the time that it has not been depreciated to ten percent of its cost or less for federal income tax purposes under the laws of the United States. After the property has been depreciated to ten percent of its cost or less, exclusive of salvage value, for federal income tax purposes, it shall be appraised at ten percent of its cost.

**IMPORTANT - PLEASE INDICATE YOUR SELECTION BY CIRCLING #1 OR #2.** If you have any questions, please feel free to call the Listers Office at 674-2626.

SIGNATURE REQUIRED

I do solemnly swear (or affirm), under the pains and penalties of perjury, that to my knowledge and belief, the inventory herein by me subscribed is a full, true and correct list and description of all personal property which should be set in the list to me. (32VSA Section 4002 and 4006)

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_

FOR LISTERS USE ONLY

ASSESSED VALUE:

Equipment: \_\_\_\_\_

Date form was returned \_\_\_\_\_

Signature of person who received the form \_\_\_\_\_  
\_\_\_\_\_

YEAR \_\_\_\_\_



Meeting date June 20, 2022  
 AP warrant date 06/20/22  
 Payroll warrant date 1 06/09/22  
 Payroll warrant date 2 06/16/22  
 Payroll warrant date 3



**TOWN OF WEATHERSFIELD, VERMONT**

Warrants for Meeting of June 20, 2022

	Check Date	Payroll	Operating Expenses
<b>General Fund</b>			
	6/9/2022	\$7,371.90	
	6/16/2022	\$8,469.22	
AP	6/20/2022		\$65,585.01
Total		\$15,841.12	\$65,585.01
<b>Highway Fund</b>			
	6/9/2022	\$4,098.59	
	6/16/2022	\$3,894.94	
AP	6/20/2022		\$8,877.48
Total		\$7,993.53	\$8,877.48
<b>Solid Waste Mgmt Fund</b>			
	6/9/2022	\$804.77	
	6/16/2022	\$928.34	
AP	6/20/2022		\$21,536.60
Total		\$1,733.11	\$21,536.60
<b>Library</b>			
	6/9/2022	\$995.54	
	6/16/2022	\$995.54	
Total		\$1,991.08	\$0.00
<b>Grants</b>			
			\$700.00
<b>Dump Truck</b>			
			\$75,508.60
Grand Totals		\$27,558.84	\$172,207.69

Selector \_\_\_\_\_

To the Treasurer of the Town of Weathersfield, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$199,766.53. Let this be your order for the payments of these amounts.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **Ascutney Fire District #2**

### **Policy Regarding Connection Fees**

(draft of 6/10/14)

- a. One ERU (“equivalent residential unit”) will be equal to 280 gallons (the average water consumption of a residence with 2 bedrooms according to the most current version of the Vermont Agency of Natural Resources Water Supply Rules).
- b. The number of E.R.U.’s of water capacity required to be reserved by a new User will be determined by dividing the number of gallons of total daily flow on the water User’s application for a Wastewater System and Potable Water Supply Permit by 280 gallons, and rounding that number up to the nearest one-half ERU (e.g., 400 gallons capacity divided by 280 = 1.42 ERU’s, which would be rounded up to 1.5 ERU’s).
- c. A Connection Fee containing the following two components will be charged to the new User:
  1. A fee computed by multiplying the number of ERU’s being reserved (e.g., 1.5 ERU’s) *times* that portion of the Fire District’s current quarterly User Fee devoted to debt retirement (aka the “Base Rate”) [currently \$55.44/quarter/ERU] *times* the number of quarters the water system has operated since April 1, 2013 (the date when the Fire District assumed operation of the water system from Country Estates Water Company) and rounding that number up to the next quarter (e.g., June, 2014 = 4.7 quarters = rounded up to 5 quarters). (e.g., 1.5 ERU’s x \$55.44/quarter/ERU x 5 quarters = \$415.80), *plus*
  2. A fee computed by multiplying the number of ERU’s reserved *times* \$1,000 (e.g., 1.5 ERU’s x \$1,000 = \$1,500).
- d. The debt retirement portion of the Connection Fee (see Section c.1 above) shall be due with the new User’s application for a Water Capacity Allocation Permit. If the permit holder does not initiate construction within two years of the date that the Water Capacity Allocation Permit is approved by the Fire District, the permit will expire.
- e. The \$1,000 per ERU fee (see Section c.2 above) shall be due with the User’s application for a Water Connection Permit, which must be secured prior to commencing construction of the connection to the water system. The Water Connection Permit will expire two years from the date that the Water Connection Permit is approved by the Fire District, unless construction of, and connection to, the Fire District’s water system is complete.
- f. All service connections shall be installed by a competent contractor(s) hired by the customer under the Fire District’s supervision and inspection. The User will be

responsible for the all costs to connect to the water system from the Fire District's water main to the user's water piping, including the corporation stop, curb stop, and meter. The User will also be responsible for obtaining any permits and approvals from any other authority having jurisdiction over the work. Upon satisfactory completion of work as determined by the Fire District: (1) all water service pipes within the limits of the highway or right-of-way, including the corporation and curb stops, shall be owned and maintained by the Fire District; (2) from the limits of the highway or right-of-way to the building or point of use, the service pipe shall be owned and maintained by the customer; and (3) the water meter shall be owned and maintained by the Fire District.

06/17/22

Town of Weathersfield Accounts Payable

03:04 pm

Check Warrant Report # 19546 Current Prior Next FY Invoices For Fund (General Fund)

payroll

For Check Acct 1(General Fund) All check #s 06/20/22 To 06/20/22

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
AMAZONCR	AMAZON	05/20/22 books 453383537746	11-7-601-78.00 Library-Media	27.88	225237	06/20/22
AMAZONCR	AMAZON	05/20/22 books 577696544387	11-7-601-78.00 Library-Media	19.06	225237	06/20/22
CANON	CANON	06/08/22 54/20-6/19/2022 copier 28657813	11-7-103-18.00 TC-Copier Usage/Supplies/	49.00	225242	06/20/22
CAN	CANON SOLUTIONS AMERICA	06/08/22 Usage 12/27-3/26/22 6000157541	11-7-103-18.00 TC-Copier Usage/Supplies/	83.39	225243	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-101-25.05 GF-IT Services	588.07	225244	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-103-25.05 IT Services	236.62	225244	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-102-25.05 IT Services	236.62	225244	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-104-25.05 IT Services	354.93	225244	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-105-25.05 IT Services	118.31	225244	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-201-25.05 IT Services	236.62	225244	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-206-25.05 IT Services	118.31	225244	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-207-25.05 IT Services	118.31	225244	06/20/22
COMPETIT	CCI MANAGED SERVICES	06/14/22 IT SERVICES: June 2022 CW-54178	11-7-601-25.05 IT Services	118.01	225244	06/20/22
COMCASTBU	COMCAST INTERNET	06/14/22 6/9-7/8 8773501440106826 MMHJUNE22	11-7-101-31.00 GF-Telephone	300.44	225245	06/20/22
COMCASTBU	COMCAST INTERNET	06/08/22 acct0009194 6/6-7/5/22 WWFIRE6/1/22	11-7-207-31.00 Telephone & Internet	120.85	225245	06/20/22
FLOANN	DANGO, FLO-ANN	06/14/22 post agendas + supplies REIM 6/13/22	11-7-103-39.00 TC-Town Meetings and Elec	93.93	225246	06/20/22
FORDCL	FORD OF CLAREMONT	06/08/22 Brake pad Car 1 54293	11-7-201-52.00 Repairs and Supplies	467.96	225248	06/20/22
GOLDEN	GOLDEN CROSS AMBULANCE IN	06/08/22 June 2022 JUNE2022	11-7-204-45.00 Golden Cross Ambulance	1859.00	225249	06/20/22
GMP	GREEN MOUNTAIN POWER	06/14/22 5/4-6/2 acct31348200002 1862MAY22	11-7-301-30.01 GF-Perkins Village elec	110.51	225250	06/20/22
GMP	GREEN MOUNTAIN POWER	06/14/22 5/4-6/3 acct5875720009 FIREPUMMAY22	11-7-205-31.10 Fire Hydrant El Service	21.20	225250	06/20/22
GMP	GREEN MOUNTAIN POWER	06/14/22 5/4-6/2 acct 90947992575 QRDMAY22	11-7-301-30.01 GF-Perkins Village elec	241.92	225250	06/20/22
GMP	GREEN MOUNTAIN POWER	06/14/22 5/4-6/2 acct80547200008 WWVEDMAY22	11-7-207-30.10 Electricity	151.09	225250	06/20/22
GULNIK	GULNICK, BRANDON	06/16/22 6/7-6/17 Mileage MILES6/7-6/1	11-7-101-29.20 GF-Travel/Mileage	34.16	225251	06/20/22
INGRA	INGRAM LIBRARY SERVICES	06/14/22 Books 59605239	11-7-601-78.00 Library-Media	10.05	225252	06/20/22
INGRA	INGRAM LIBRARY SERVICES	06/14/22 Books 59660237	11-7-601-78.00 Library-Media	60.70	225252	06/20/22

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
INGRA	06/14/22	INGRAM LIBRARY SERVICES Books 59723740	11-7-601-78.00 Library-Media	29.86	225252	06/20/22
INGRA	06/14/22	INGRAM LIBRARY SERVICES Books 59765658	11-7-601-78.00 Library-Media	79.17	225252	06/20/22
LAMBERT	06/08/22	LAMBERT SUPPLY CO Supplies 105470	11-7-206-20.00 Supplies	5.67	225255	06/20/22
LEAF	06/08/22	LEAF Copier lease June 22 13298793	11-7-101-44.00 GF-Copier Lease	322.53	225257	06/20/22
REPATR	06/14/22	MT ASCUTNEY FIRE REPEATER Repeater fees 2022DUES	11-7-206-45.15 AVFD-Radio Repeater Fees	1000.00	225258	06/20/22
REPATR	06/14/22	MT ASCUTNEY FIRE REPEATER Repeater fees 2022DUES	11-7-207-45.15 Radio Repeater Fees	1000.00	225258	06/20/22
NE MUN	06/08/22	NEMRC work 5/11+19+20 50434	11-7-104-25.90 Contracted Assessor / Lis	1235.00	225259	06/20/22
NE MUN	06/08/22	NEMRC Annual support license 50516	11-1-030-00.00 Prepaid Expenses & Insr	5000.00	225259	06/20/22
NE MUN	06/08/22	NEMRC Annual Disater Recovery 50549	11-1-030-00.00 Prepaid Expenses & Insr	712.88	225259	06/20/22
OREILLY	06/08/22	O'REILLY AUTO PARTS Supply police 5683-318016	11-7-201-52.00 Repairs and Supplies	4.99	225260	06/20/22
VTAGHUMAN	06/09/22	OFFICE OF CHILD SUPPORT Payroll Transfer PR-06/09/22	11-2-011-07.00 Garnishments	327.84	225261	06/20/22
VTAGHUMAN	06/16/22	OFFICE OF CHILD SUPPORT Payroll Transfer PR-06/16/22	11-2-011-07.00 Garnishments	327.84	225261	06/20/22
OFFICESYS	06/08/22	OFFICE SYSTEMS OF VERMONT Color copy overage 24AR507304	11-7-101-45.00 GF-Copier Service/Supplie	10.71	225262	06/20/22
PARKER&AN	06/14/22	PARKER & ANKUDA, P.C. FY22 Tax sale legal TAX SALE '22	11-6-101-01.26 GF-Tax Sale Legal	10620.36	225263	06/20/22
PARKER&AN	06/14/22	PARKER & ANKUDA, P.C. Tax sale advertisement TAX SALE ADS	11-6-101-01.26 GF-Tax Sale Legal	2407.20	225263	06/20/22
PETE'S	06/16/22	PETE'S TIRE BARN, INC. Tires Ladder 6/11 272864	11-7-206-60.10 Vehicle Maintenance	1707.20	225264	06/20/22
PRIOR	06/07/22	PRIORITY EXPRESS Interlibrary 81682223	11-7-601-21.00 Library-Postage	85.16	225265	06/20/22
SECUR	06/07/22	SECURSHRED June 2nd pick-up 395190	11-7-101-20.00 GF-Office Supplies	22.00	225266	06/20/22
THOMAS	06/15/22	THOMAS, BARBARA Mileage 5/12-6/13 MIL5/12-6/13	11-7-104-29.00 Expense Reimbursement	14.73	225269	06/20/22
TJ PROPER	06/14/22	TJ PROPERTY MANAGEMENT LL Spring Clean-up 6089	11-7-302-38.85 Town Parks	35.00	225270	06/20/22
TJ PROPER	06/14/22	TJ PROPERTY MANAGEMENT LL Spring Clean-up 6089	11-7-601-62.10 Library-Building Maint.	35.00	225270	06/20/22
TJ PROPER	06/14/22	TJ PROPERTY MANAGEMENT LL Spring Clean-up 6089	11-7-301-60.10 Building Maintenance	35.00	225270	06/20/22
TJ PROPER	06/14/22	TJ PROPERTY MANAGEMENT LL Spring Clean-up 6089	11-7-302-39.00 1879 School house Maint	55.00	225270	06/20/22
TJ PROPER	06/14/22	TJ PROPERTY MANAGEMENT LL Spring Clean-up 6089	11-7-302-38.85 Town Parks	55.00	225270	06/20/22
TJ PROPER	06/14/22	TJ PROPERTY MANAGEMENT LL Annual mowing Trimming 6090	11-7-302-38.85 Town Parks	44.00	225270	06/20/22



06/17/22  
03:04 pm

Town of Weathersfield Accounts Payable  
Check Warrant Report # 19546 Current Prior Next FY Invoices For Fund (General Fund)  
For Check Acct 1(General Fund) All check #s 06/20/22 To 06/20/22

Page 3 of 4  
payroll

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
TJ PROPER	06/14/22	Annual mowing Trimming 6090	11-7-601-62.10 Library-Building Maint.	44.00	225270	06/20/22
TJ PROPER	06/14/22	Annual mowing Trimming 6090	11-7-301-60.10 Building Maintenance	60.00	225270	06/20/22
TJ PROPER	06/14/22	Annual mowing Trimming 6090	11-7-302-39.00 1879 School house Maint	140.00	225270	06/20/22
TJ PROPER	06/14/22	Annual mowing Trimming 6090	11-7-302-38.85 Town Parks	90.00	225270	06/20/22
VT STA	06/08/22	TREASURER,STATE OF VERMON Marriage Lic: JUL-SEP20 JUL-SEP20	11-2-010-23.00 Clerk to VT - Marriage Li	450.00	225271	06/20/22
TSARGENT	06/08/22	TS PROPERTY MAINTENANCE spring clean up 05312022	11-7-206-20.00 Supplies	105.00	225272	06/20/22
VLCT MUNI	06/08/22	VLCT Town Meeting Warning BG MAC2022-0239	11-7-101-27.00 GF-Tuition and Dues	48.00	225274	06/20/22
VTEL	06/14/22	VTEL 6/5/22 #905-111-1296 7626700JUN22	11-7-302-39.00 1879 School house Maint	50.00	225275	06/20/22
WEX BANK	06/16/22	WEX BANK June'22 Fuel 81481067	11-7-206-51.00 AVFD Fuel	634.75	225276	06/20/22
WEX BANK	06/16/22	WEX BANK June'22 Fuel 81481067	11-7-201-51.00 Gas and Oil	1988.28	225276	06/20/22
WEX BANK	06/16/22	WEX BANK June'22 Fuel 81481067	11-7-207-51.00 WWVFD Fuel	331.17	225276	06/20/22
COTYTX	06/14/22	WINDSOR COUNTY TREASURER FY23 Bond Pymt & Taxes FY23 BOND	11-1-030-00.00 Prepaid Expenses & Insr	25012.48	225277	06/20/22
BIBENS	06/08/22	BIBENS HOME CENTER INC. 1879 Schoolhouse 503636/1	11-7-302-39.00 1879 School house Maint	4.72	225278	06/20/22
CVC	06/17/22	CVC PAGING Radio antenna 10384950	11-7-207-60.00 Maintenance & Repair	19.95	225279	06/20/22
FIRETECH	06/17/22	FIRE TECH & SAFETY OF NEW BYB WWFD 2047109	11-7-207-20.10 PPE	102.39	225281	06/20/22
FARNSWORT	06/01/22	INTENTIONAL CLEANING Cleaning 6/9/22 126	11-7-301-40.00 Custodial Services	100.00	225282	06/20/22
FARNSWORT	06/01/22	INTENTIONAL CLEANING Cleaning 6/9/22 127	11-7-601-40.00 Custodial Services	50.00	225282	06/20/22
FARNSWORT	06/01/22	INTENTIONAL CLEANING Cleaning 6/16/22 128	11-7-301-40.00 Custodial Services	100.00	225282	06/20/22
FARNSWORT	06/01/22	INTENTIONAL CLEANING Cleaning 6/16/22 129	11-7-601-40.00 Custodial Services	50.00	225282	06/20/22
ALLA	06/14/22	ALLARD'S PORTABLE TOILETS Schoolhouse 6/8-7/5/22 4171	11-7-302-38.85 Town Parks	165.00	225285	06/20/22
ALLA	06/17/22	ALLARD'S PORTABLE TOILETS Fishing Derby 6/18/22 4289	11-7-302-38.10 Parks & Recreation Commis	150.00	225285	06/20/22
SULLIVANC	06/17/22	SULLIVAN, CATHY May'22 animal control MAY2022	11-7-202-10.10 Animal Control Salary	500.00	225287	06/20/22
VLCT MUNI	06/17/22	VLCT Staffing Services May MAC2022-0385	11-7-102-25.90 Contracted Acc. Svcs.	4345.48	225288	06/20/22
COMPOTRAV	06/17/22	COMPO, TRAVIS Water and Juice for WWVFD REIMBURS	11-7-207-20.00 Supplies	94.71	225289	06/20/22
GMC	06/17/22	SPRINGFIELD AUTOMART INC 22 GMC Sierra 3500HD 22GMCSIERRA	11-1-030-00.00 Prepaid Expenses & Insr	75508.60	225290	06/20/22

06/17/22

Town of Weathersfield Accounts Payable

03:04 pm

Check Warrant Report # 19546 Current Prior Next FY Invoices For Fund (General Fund)

payroll

For Check Acct 1(General Fund) All check #s 06/20/22 To 06/20/22

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
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		Report Total		141093.61		
				=====		

06/17/22

Town of Weathersfield Accounts Payable

03:04 pm

Check Warrant Report # 19546 Current Prior Next FY Invoices For Fund (Highway Fund)

payroll

For Check Acct 1(General Fund) All check #s 06/20/22 To 06/20/22

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
AIRGAS	06/08/22	AIRGAS USA, LLC Hwy Supplies 9126265661	12-7-101-52.00 Repairs & Supplies	2380.00	225236	06/20/22
AIRGAS	06/08/22	AIRGAS USA, LLC Hwy Supplies 9126383589	12-7-101-52.00 Repairs & Supplies	983.23	225236	06/20/22
AIRGAS	06/08/22	AIRGAS USA, LLC Cylinder Rental 9988581733	12-7-101-52.00 Repairs & Supplies	33.26	225236	06/20/22
BRENNTA	06/07/22	BRENNTAG LUBRICANTS Drum Return BLN22-074479	12-7-101-52.00 Repairs & Supplies	-20.00	225241	06/20/22
BRENNTA	06/07/22	BRENNTAG LUBRICANTS Mobil Fluid BLN22-985067	12-7-101-52.00 Repairs & Supplies	943.65	225241	06/20/22
BRENNTA	06/08/22	BRENNTAG LUBRICANTS Fluid Film BLN22-985679	12-7-101-52.00 Repairs & Supplies	331.00	225241	06/20/22
COMPETIT	06/14/22	CCI MANAGED SERVICES IT SERVICES: June 2022 CW-54178	12-7-101-25.05 IT Services	178.56	225244	06/20/22
GMP	06/14/22	GREEN MOUNTAIN POWER 5/4-6/2 acct79327200006 HWMAY22	12-7-101-30.00 Electricity	176.88	225250	06/20/22
INK	06/08/22	INK FACTORY CLOTHING CO Highway Tshirts 4859	12-7-101-15.20 HWY-Uniforms & Cleaning	924.00	225253	06/20/22
LAWSON	06/14/22	LAWSON PRODUCTS, INC Sales Order #8439440 9309627963	12-7-101-52.00 Repairs & Supplies	128.89	225256	06/20/22
STAPLETON	06/14/22	STAPLETON, RAYMOND mileage 6/6+6/8+6/9 JUNEMILEAGE	12-7-101-50.00 Expense Reimbursement	64.94	225268	06/20/22
U1ST	06/07/22	UNIFIRST CORPORATION 6/3/22 uniforms 1070135710	12-7-101-15.20 HWY-Uniforms & Cleaning	121.78	225273	06/20/22
U1ST	06/14/22	UNIFIRST CORPORATION 6/10/22 uniforms 1070137554	12-7-101-15.20 HWY-Uniforms & Cleaning	121.78	225273	06/20/22
EAST	06/17/22	EASTERN METAL OF ELMIRA Signs FY22 Pacif Grant 66473	12-7-101-52.00 Repairs & Supplies	1891.67	225280	06/20/22
STPIERRE	06/08/22	ST. PIERRE INC. 1" gravel blend 1011505	12-7-101-58.26 Gravel Purchase	617.84	225284	06/20/22

Report Total

8877.48

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06/17/22

03:04 pm

Town of Weathersfield Accounts Payable

Check Warrant Report # 19546 Current Prior Next FY Invoices For Fund (Special Revenue)

payroll

For Check Acct 1 (General Fund) All check #s 06/20/22 To 06/20/22

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
TSARGENT	06/07/22	TS PROPERTY MAINTENANCE Hydraulic hammer/breaker OLDBOWRD	15-7-209-19.22 Old Bow Culverts	700.00	225272	06/20/22
Report Total				700.00		

06/17/22

Town of Weathersfield Accounts Payable

03:04 pm

Check Warrant Report # 19546 Current Prior Next FY Invoices For Fund (Solid Waste)  
For Check Acct 1 (General Fund) All check #s 06/20/22 To 06/20/22

payroll

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
AGRI	06/07/22	AGRI-CYCLE May Compost 0000017918	21-7-102-45.06 Recycling - Compost	165.14	225235	06/20/22
BESTSEPTI	06/07/22	BEST SEPTIC SERVICE LLC May 2022 - Transfer Sta 33702	21-7-101-45.00 Rental - Port-a-Potty	110.00	225239	06/20/22
COMPETIT	06/14/22	CCI MANAGED SERVICES IT SERVICES: June 2022 CW-54178	21-7-101-25.05 IT Services	118.30	225244	06/20/22
DOLITL	06/07/22	DOOLITTLE'S PRINTSERVE, I FY22 extra TS stickers 54365	21-7-101-23.00 Permits/Disposal Tickets	55.00	225247	06/20/22
DOLITL	06/14/22	DOOLITTLE'S PRINTSERVE, I FY23 TS stickers FY23TS STICK	21-7-101-23.00 Permits/Disposal Tickets	1390.12	225247	06/20/22
GMP	06/14/22	GREEN MOUNTAIN POWER 5/4-6/2 acct70547200009 TFSMAY22	21-7-101-30.00 Electricity	106.43	225250	06/20/22
SWCSWMD	06/08/22	SOUTHERN WINDSOR/WINDHAM Glassdisposal 2/24 WGFEB22	21-7-102-45.01 Recycling - Glass	289.20	225267	06/20/22
SWCSWMD	06/08/22	SOUTHERN WINDSOR/WINDHAM Glassdisposal 3/28 WGMAR22	21-7-102-45.01 Recycling - Glass	233.20	225267	06/20/22
SWCSWMD	06/08/22	SOUTHERN WINDSOR/WINDHAM Glassdisposal 5/6 WGMAY22	21-7-102-45.01 Recycling - Glass	258.00	225267	06/20/22
BIBENS	06/14/22	BIBENS HOME CENTER INC. Gloves Transfer Station 503787/1	21-7-101-53.50 Safety Equipment	100.18	225278	06/20/22
NERESREC	06/17/22	NORTHEAST RESOURCE RECOVER Freon, Tires, Transport 128217	21-7-102-45.03 Recycling - Tires	796.50	225283	06/20/22
NERESREC	06/17/22	NORTHEAST RESOURCE RECOVER Freon, Tires, Transport 128217	21-7-102-45.05 Recycling - Metal	348.90	225283	06/20/22
NERESREC	06/17/22	NORTHEAST RESOURCE RECOVER Freon, Tires, Transport 128217	21-6-101-07.07 Recycling - Metal	-1139.28	225283	06/20/22
ALV	06/14/22	ALVA WASTE SERVICES, LLC. glass container rental 48765	21-7-102-45.01 Recycling - Glass	281.30	225286	06/20/22
ALV	06/17/22	ALVA WASTE SERVICES, LLC. Compactor Repair 48869	21-7-101-62.00 Facilty Construct/Mainten	225.00	225286	06/20/22
ALV	06/14/22	ALVA WASTE SERVICES, LLC. C&D 48888	21-7-101-45.10 C&D Tippage	6648.54	225286	06/20/22
ALV	06/14/22	ALVA WASTE SERVICES, LLC. MSW May'22 48889	21-7-101-45.05 Trash-Tippage	7640.99	225286	06/20/22
ALV	06/14/22	ALVA WASTE SERVICES, LLC. Single stream recycling 48890	21-7-102-45.00 Zero Sort contain &Tipp	3769.08	225286	06/20/22
ALV	06/14/22	ALVA WASTE SERVICES, LLC. 40-yard Box Rental-May'22 48894	21-7-101-45.05 Trash-Tippage	140.00	225286	06/20/22

06/17/22

03:04 pm

Town of Weathersfield Accounts Payable

Check Warrant Report # 19546 Current Prior Next FY Invoices For Fund (Solid Waste)

payroll

For Check Acct 1(General Fund) All check #s 06/20/22 To 06/20/22

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
				-----		
		Report Total		21536.60		
				=====		

06/17/22  
03:04 pm

Town of Weathersfield Accounts Payable  
Check Warrant Report # 19546 Current Prior Next FY Invoices For Fund (Reserves)  
For Check Acct 1 (General Fund) All check #s 06/20/22 To 06/20/22

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payroll

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
DEFOREST BEARSE, DEFOREST	06/07/22	Veterans Wreath VETWREATH22	41-7-420-07.15 Expense - Vet. Mem.	150.00	225238	06/20/22
	Report Total			150.00		

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08:41 am

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 06/16/22 to 06/16/22 Departments 111 to 111

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BALLAM	BALLAM, MARION J.	E	15145	06/16/22	0.00	416.90
DANGO	DANGO, FLORA ANN	E	15148	06/16/22	0.00	772.67
DANIELSWI	DANIELS, WILLIAM J.	E	15149	06/16/22	0.00	1993.49
DAY	STILLSON, DIANA L.		48104	06/16/22	77.05	0.00
ESTYJOSH	ESTY, JOSHUA W.	E	15151	06/16/22	0.00	749.59
GRAHAMJ	GRAHAM, JOHN J.	E	15152	06/16/22	0.00	168.38
GULNICKB	GULNICK, BRANDON W.	E	15153	06/16/22	0.00	1103.14
GUMBART	GUMBART, RYAN C.	E	15154	06/16/22	0.00	358.52
HIERS	HIER, STEVE A.	E	15155	06/16/22	0.00	233.07
PRINCE	PRINCE, RYAN C.	E	15160	06/16/22	0.00	972.90
SAVAGE	SAVAGE, OLIVIA I.	E	15162	06/16/22	0.00	432.94
SMITH	SMITH, STEVEN		48103	06/16/22	187.52	0.00
TERRILL	TERRILL, SUSANNE	E	15164	06/16/22	0.00	864.68
THOMASB	THOMAS, BARBARA A.	E	15165	06/16/22	0.00	138.37
					-----	-----
					264.57	8204.65
					=====	=====

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06/16/22  
08:43 am

Town of Weathersfield Payroll  
Check Warrant Report #  
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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BEARSED	BEARSE, DAVID E.	E	15146	06/16/22	0.00	608.06
ESTYJO	ESTY, JOHN W.	E	15150	06/16/22	0.00	776.44
HUNTDON	HUNTLEY, DONALD A.	E	15156	06/16/22	0.00	614.28
LONGTIN	LONGTIN, ALEXANDER J.	E	15157	06/16/22	0.00	435.29
MOORER	MOORE, RAY A.	E	15159	06/16/22	0.00	658.29
STAPLETON	STAPLETON, RAY E.	E	15163	06/16/22	0.00	802.58
					-----	-----
					0.00	3894.94
					=====	=====

\*\*\*3,894.94

06/16/22  
08:44 am

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 06/16/22 to 06/16/22 Departments 131 to 131

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payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E 15147	06/16/22	0.00	129.56
RICHARDMA	RICHARDSON, MARK P.	E 15161	06/16/22	0.00	708.58
TOPOLSKI	TOPOLSKI, JUDITH A.	E 15166	06/16/22	0.00	157.40
				-----	-----
				0.00	995.54
				=====	=====

\*\*\*\*\*995.54

06/16/22  
08:44 am

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 06/16/22 to 06/16/22 Departments 211 to 211

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payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
BARTON	BARTON, JEREMY F.	48102	06/16/22	98.05	0.00
MERICLE J	MERICLE, JAMES S.	E 15158	06/16/22	0.00	310.57
WATERST	WATERS, TYLER M.	E 15167	06/16/22	0.00	519.72
				-----	-----
				98.05	830.29
				=====	=====

\*\*\*\*\*928.34

06/16/22  
08:45 am

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 06/09/22 to 06/09/22 Departments 111 to 111

Page 1 of 1  
payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BALLAM	BALLAM, MARION J.	E	15121	06/09/22	0.00	425.23
DANGOF	DANGO, FLORA ANN	E	15124	06/09/22	0.00	772.67
DANIELSWI	DANIELS, WILLIAM J.	E	15125	06/09/22	0.00	1477.73
GRAHAMJ	GRAHAM, JOHN J.	E	15127	06/09/22	0.00	231.30
GULNICKB	GULNICK, BRANDON W.	E	15128	06/09/22	0.00	1103.14
GUMBART	GUMBART, RYAN C.	E	15129	06/09/22	0.00	358.52
HIERS	HIER, STEVE A.	E	15130	06/09/22	0.00	233.07
PRINCE	PRINCE, RYAN C.	E	15135	06/09/22	0.00	1102.49
SAVAGE	SAVAGE, OLIVIA I.	E	15137	06/09/22	0.00	446.77
SAVAGE	SAVAGE, OLIVIA I.	E	15138	06/09/22	0.00	16.16
Total of 2 items for SAVAGE					0.00	462.93
SMITH	SMITH, STEVEN		48101	06/09/22	187.52	0.00
TERRILL	TERRILL, SUSANNE	E	15140	06/09/22	0.00	864.68
THOMASB	THOMAS, BARBARA A.	E	15141	06/09/22	0.00	152.62
					187.52	7184.38
					=====	=====

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06/16/22  
08:45 am

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 06/09/22 to 06/09/22 Departments 121 to 121

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BEARSED	BEARSE, DAVID E.	E	15122	06/09/22	0.00	605.83
ESTYJO	ESTY, JOHN W.	E	15126	06/09/22	0.00	852.08
HUNTDON	HUNTLEY, DONALD A.	E	15131	06/09/22	0.00	609.40
LONGTIN	LONGTIN, ALEXANDER J.	E	15132	06/09/22	0.00	429.95
MOORER	MOORE, RAY A.	E	15134	06/09/22	0.00	798.75
STAPLETON	STAPLETON, RAY E.	E	15139	06/09/22	0.00	802.58
					-----	-----
					0.00	4098.59
					=====	=====

\*\*\*4,098.59

06/16/22  
08:46 am

Town of Weathersfield Payroll  
Check warrant report # for department:131  
Check date 06/09/22 to 06/09/22 Departments 131 to 131

Page 1 of 1  
payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	15123	06/09/22	0.00	129.56
RICHARDMA	RICHARDSON, MARK P.	E	15136	06/09/22	0.00	708.58
TOPOLSKI	TOPOLSKI, JUDITH A.	E	15143	06/09/22	0.00	157.40
					-----	-----
					0.00	995.54
					=====	=====

\*\*\*\*\*995.54

06/16/22  
08:46 am

Town of Weathersfield Payroll  
Check warrant report # for department:211  
Check date 06/09/22 to 06/09/22 Departments 211 to 211

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
MERICLE J	MERICLE, JAMES S.	E	15133	06/09/22	0.00	286.35
WATERST	WATERS, TYLER M.	E	15144	06/09/22	0.00	518.42
					-----	-----
					0.00	804.77
					=====	=====

\*\*\*\*\*804.77