

Town of Woodstock
Select Board Meeting
May 21, 2024
6:00 pm
Town Hall & Zoom
Agenda

- A.** Call to order (6:00)
- B.** EDC interviews
 - 1. Takis Hinaris (6:05) (pp 3-4)
 - 2. Daniel Peirce (6:15) (pp 5-6)
- C.** Additions to & deletions from posted agenda
- D.** Citizen Comments (6:25)
- E.** Manager's report (6:35)
 - 1. General report
 - 2. Financial report (pp 7-29)
- F.** Votes
 - 1. WISPr project (6:45) (p 30)
 - 2. Killington Stage Race – GMSR (6:55) (pp 31-37)
 - 3. Utility line rebuild, Skyland Ln – GMP (7:05) (pp 38-39)
 - 4. GMHA – trial usage for 2024 (7:15) (pp 40-42)
 - 5. Sewer permits (7:25)
 - a. TPHT Melishwood Housing – 34-38 Pleasant Street – 21.51.22 (pp 43-45)
 - b. Lombard & Holland – 26 Mount Peg (pp 46-48)
 - 6. Agreement between Hoyle Tanner and the Town regarding main wastewater plant (7:35) (pp 49-137)
 - 7. Village center designation (7:45)
- G.** Discussions
 - 1. Woodstock Aqueduct Company (7:55)
 - 2. RIVER project (8:10)
- H.** Other business
- I.** Executive session
- J.** Approval of minutes
 - 1. 4/16/24 minutes
 - 2. 4/17/24 joint minutes
 - 3. 4/24/24 joint minutes

K. Adjournment

This Meeting will be held in person at Town Hall and on Zoom

The link to join us is

<https://us02web.zoom.us/j/84782406503?pwd=UXAzWnJxaEE0MzJaMIBKeHJPUjB6QT09>

or from zoom.us you can enter these details to join the meeting

Meeting ID: 847-8240-6503

Password: 247624

You can also download the Zoom app on your smartphone

Request for Appointment to Town & Village of Woodstock Public Boards, Commissions, and Committees

Name: Takis Hinaris
Physical address: 2257 Church Hill Road Mailing address: same
Woodstock, VT.
Telephone: (917) 497 2162 Email: takishinaris@gmail.com

Board/Commission/Committee you are applying for: EDC open position

Thank you for being willing to serve the Town and/or the Village of Woodstock. Applicants who are interested in serving on one of these boards are asked to:

- Attend at least 1 meeting of the relevant board/commission/committee before their interview
- Complete this application and return it to Nikki Nourse at nnourse@townofwoodstock.org

All members appointed will be asked to:

- Attend 80% of regularly scheduled meetings (unless there are extenuating circumstances)
- Follow the Open Meeting Law requirements
- Prepare for meetings by reviewing all appropriate material before each meeting
- Follow the Woodstock Conflict of Interest Policy which can be found at http://townofwoodstock.org/wp-content/uploads/2019/02/Conflict-of-Interest-Policy_2017.pdf
- Contribute to work requested outside of the regular meetings if necessary
- Abide by the rules and responsibilities of each board
- Advise the board chair, the Town Manager, Select Board and/or Trustees immediately of their resignation

Reasons for request appointment

Summarize the reasons that you are requesting appointment: For consideration to become a member of the EDC

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or thorough other activities, including hobbies or sports: Employment – background/qualifications: Education - MS Operations Research and MS in Industrial Engineering. Co-founded a software company and has held several executive positions in Software companies

deploying Treasury systems to Banks and Corporations globally. I retired from my managerial responsibilities at the end of 2018. Currently working part time (after my retirement, I was asked if I could work part time from our home in Woodstock) as an Account Manager supporting ION's (the company I currently work for more than 15 years now) businesses with ExxonMobil and Blackstone.
Skills : Sales, relationship building, negotiations, management, project management, presentations, analysis and decision making. Sports : Pickleball and golf.

In addition I am helping my wife and her business on a part time basis. My wife is the founder of "The Olive Table", importing our family's/relatives Olive oil and honey from Greece and selling it in VT (5 locations in the Woodstock area) and other New England locations, in addition to online sales within the US. I am helping with the procurement and accounting of the business.

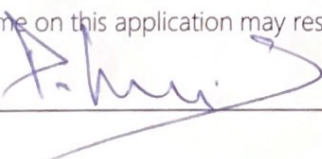
Previous Volunteer Experience

Summarize your previous volunteer experience: I have volunteered in the "meals on wheels" program in Woodstock prior to Covid pandemic. From time to time, I have helped "Moon Rise Therapeutics" with their budgeting/financials (my wife is on the board of Moon Rise). _____

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Signature: _____



Date: _____

4/15/2024

Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

Request for Appointment to Town & Village of Woodstock Public Boards, Commissions, and Committees

Name: Daniel Peirce
Physical address: 395 Rabbit Hill Way Mailing address: PO Box 458
Woodstock, VT 05091 Woodstock, VT 05091
Telephone: 617-930-6862 Email: danielpeirce@yahoo.com

Board/Commission/Committee you are applying for: Economic Development Commission

Thank you for being willing to serve the Town and/or the Village of Woodstock. Applicants who are interested in serving on one of these boards are asked to:

- Attend at least 1 meeting of the relevant board/commission/committee before their interview
- Complete this application and return it to Nikki Nourse at nnourse@townofwoodstock.org

All members appointed will be asked to:

- Attend 80% of regularly scheduled meetings (unless there are extenuating circumstances)
- Follow the Open Meeting Law requirements
- Prepare for meetings by reviewing all appropriate material before each meeting
- Follow the Woodstock Conflict of Interest Policy which can be found at http://townofwoodstock.org/wp-content/uploads/2019/02/Conflict-of-Interest-Policy_2017.pdf
- Contribute to work requested outside of the regular meetings if necessary
- Abide by the rules and responsibilities of each board
- Advise the board chair, the Town Manager, Select Board and/or Trustees immediately of their resignation

Reasons for request appointment

Summarize the reasons that you are requesting appointment: Simply put, I want to help drive both short and long term economic growth in a responsible, sustainable, and inclusive way. I am a new, permanent resident of Woodstock and believe that for towns like ours to maintain their strength and vibrancy we need thoughtful planning, selfless leadership, and a very engaged citizenry. I want to help shape an optimistic (and practical!) plan for our future to give back to a community that has already given to me.

Special Skills or Qualifications

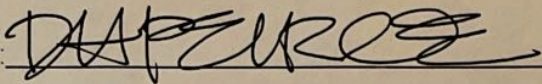
Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or thorough other activities, including hobbies or sports: I have 20+ years of global business and nonprofit experience with a creative problem-solving approach honed as a Fortune 100 Brand Strategist. Through my work as a marketer and nonprofit professional, I have direct knowledge and experience in 4 areas of EDC focus with indirect experience in the 5th. That means I will be ready to contribute from Day 1 if I am fortunate to be chosen for the open position.

Previous Volunteer Experience

Summarize your previous volunteer experience: I have always been active in the communities where I've lived. Before moving to VT I volunteered for 7 years as an MBA mentor for Cornell University, 4 years as the Development Chair for The Food Project (MA), 1 year on the Marketing Committee for Save the Bay (RI), 1.5 years as the Communications Chair for Open Table (MA), a 2 year appointment on the Carlisle (MA) Cultural Council, and 1 year at the Little Compton (RI) Food Bank.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Signature: 

Date: 5-12-24

Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-400 TAX REVENUE- ALL			
1-4001-000 Real Estate Taxes	5,895,859.33	5,344,087.51	90.64%
1-4002-000 Delinquent Interest	70,000.00	68,059.31	97.23%
1-4003-000 Delinquent Penalty	65,000.00	121,155.51	186.39%
1-4004-000 In Lieu of Taxes	12,200.00	2,125.00	17.42%
1-4005-000 Land Use/Hold Harmless	340,000.00	344,044.00	101.19%
1-4006-000 Rockefeller Endowment	72,500.00	72,500.00	100.00%
Total TAX REVENUE- ALL	6,455,559.33	5,951,971.33	92.20%
1-401 RENTAL INCOME			
1-4011-000 Pentangle Theater Rental	0.00	0.00	0.00%
1-4013-000 Pentangle Office Rental	0.00	0.00	0.00%
1-4014-000 Tower Rental	0.00	0.00	0.00%
1-4015-000 Pentangle Rental	10,000.00	9,250.00	92.50%
1-4016-000 Chamber of Commerce Rent	6,000.00	5,000.00	83.33%
Total RENTAL INCOME	16,000.00	14,250.00	89.06%
1-402 FEES & PERMITS			
1-4022-000 Overweight Permits	600.00	600.00	100.00%
1-4023-000 Alarm Permits	0.00	0.00	0.00%
1-4024-000 Alarm System Registration	7,200.00	6,460.00	89.72%
1-4025-000 Fire/Accident Fees	0.00	0.00	0.00%
1-4026-000 Other Revenue	0.00	0.00	0.00%
1-4027-000 Bldg Safety Enforce Fee	0.00	0.00	0.00%
Total FEES & PERMITS	7,800.00	7,060.00	90.51%
1-403 TOWN CLERK FEES			
1-4031-000 Dog Licenses	1,000.00	792.00	79.20%
1-4032-000 Liquor Licenses	3,000.00	2,355.00	78.50%
1-4033-000 Marriage Licenses	500.00	615.00	123.00%
1-4034-000 Recording Fees	45,000.00	24,990.00	55.53%
1-4035-000 Use of Records	1,200.00	918.00	76.50%
1-4036-000 Town Clerk Copies	10,000.00	9,802.50	98.03%
1-4037-000 Restoration of Records	16,000.00	8,995.00	56.22%
1-4039-000 Town Clerk Miscellaneous	100.00	346.30	346.30%
Total TOWN CLERK FEES	76,800.00	48,813.80	63.56%
1-404 FRONT OFFICE FEES			
1-4046-000 Front Office Copies	50.00	107.32	214.64%
1-4049-000 Front Office Misc	0.00	0.00	0.00%
Total FRONT OFFICE FEES	50.00	107.32	214.64%
1-405 PLANNING & ZONING			
1-4051-000 Zoning Permits	39,000.00	55,448.90	142.18%
1-4052-000 Zoning Maps & Regulations	100.00	0.00	0.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
Total PLANNING & ZONING	39,100.00	55,448.90	141.81%
1-406 PARKS			
1-4061-000 East End Park	0.00	0.00	0.00%
1-4062-000 ORT	0.00	0.00	0.00%
Total PARKS	0.00	0.00	0.00%
1-407 INTEREST INCOME			
1-4071-000 General Interest Income	52,288.56	62,028.26	118.63%
1-4072-000 Restricted Interest	0.00	0.00	0.00%
1-4073-000 CD Interest Income	0.00	0.00	0.00%
Total INTEREST INCOME	52,288.56	62,028.26	118.63%
1-408 AMBULANCE & FIRE DEPT			
1-4081-000 Ambulance Services	900,000.00	1,012,173.46	112.46%
1-4082-000 Ambulance Contract Fees	130,000.00	31,442.99	24.19%
1-4083-000 Ambulance Per Capita Fees	0.00	0.00	0.00%
1-4084-000 CARES ACT	0.00	0.00	0.00%
1-4085-000 Misc. Fire	0.00	33,307.70	100.00%
1-4086-000 Misc Ambulance	0.00	0.00	0.00%
1-4087-000 Ins. Reimbursement Fire	0.00	0.00	0.00%
1-4088-000 Ins Reimbursement Amb	0.00	0.00	0.00%
Total AMBULANCE & FIRE DEPT	1,030,000.00	1,076,924.15	104.56%
1-409 MISCELLANEOUS			
1-4091-000 Miscellaneous Revenue	0.00	31,035.50	100.00%
1-4091-001 Donations	0.00	0.00	0.00%
1-4091-002 Bank Recon Items	0.00	0.00	0.00%
1-4091-003 Cemetery Maint from TOPF	0.00	0.00	0.00%
1-4091-004 Short Term Rental Town	0.00	1,350.00	100.00%
1-4091-005 Sidewalk Rev TOPF	0.00	0.00	0.00%
1-4092-000 Misc - State of Vermont	0.00	875,972.44	100.00%
1-4093-000 Town Highway State Aid	135,000.00	111,326.81	82.46%
1-4093-001 Village Highway State Aid	46,000.00	47,762.55	103.83%
1-4093-002 Village Highway Rebate	0.00	0.00	0.00%
1-4094-000 Local Option Tax Revenue	350,000.00	285,928.01	81.69%
1-4095-000 Dispatching/Vill Police	64,730.00	12,246.19	18.92%
1-4095-001 Dispatching/Other Towns	7,360.00	7,276.00	98.86%
1-4096-000 Sale of Equip/Material	0.00	0.00	0.00%
1-4097-017 Loan Proceeds-Town Hall	0.00	0.00	0.00%
1-4097-018 Loan Proceeds-Ambulance	0.00	0.00	0.00%
1-4097-019 Proceeds Cap Lease JD Bac	0.00	0.00	0.00%
1-4097-020 Loan Proc 2020 F550 BH	0.00	0.00	0.00%
1-4097-021 Loan Proc '20West Star BH	0.00	0.00	0.00%
1-4097-022 Loan Proc ESB	0.00	0.00	0.00%
1-4097-023 Loan Proceeds Fire Truck	0.00	0.00	0.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-4097-024 Freightliner 2020 Masc	0.00	0.00	0.00%
1-4097-025 Loan Proc 2022 Ford Expl	0.00	0.00	0.00%
1-4097-026 Loan Proc '23 Frieghtline	0.00	0.00	0.00%
1-4097-027 Loan Proc - Console	0.00	0.00	0.00%
1-4098-000 Prior Year Adjustment	0.00	0.00	0.00%
1-4098-001 Insurance Reimbursement	0.00	1,506.00	100.00%
1-4098-002 Other Reimbursements	0.00	0.00	0.00%
1-4098-003 Sale of Gen Cap Assets	0.00	0.00	0.00%
1-4098-004 Use of Fund Balance	50,000.00	0.00	0.00%
Total MISCELLANEOUS	653,090.00	1,374,403.50	210.45%
1-44 GRANT REVENUE			
1-4404-000 Bridge Incent Grant Reven	0.00	0.00	0.00%
1-4405-000 Highway Grant Revenue	0.00	32,197.71	100.00%
1-4406-000 Prosper Rd Rev PO1937	0.00	0.00	0.00%
1-4409-000 NorthSt RetainWall Grant	0.00	0.00	0.00%
1-4418-000 ORRV Grant Revenue	0.00	0.00	0.00%
1-4419-000 BetterBackRoadsGrantReven	0.00	0.00	0.00%
1-4422-000 Muni Roads GA0241	0.00	0.00	0.00%
1-4423-000 Cox District Rd Culvert	0.00	0.00	0.00%
1-4424-000 Dens Stn Brdg BC1948	0.00	0.00	0.00%
1-4425-000 State Mand Storm Water	0.00	0.00	0.00%
1-4426-000 Storm Event (FEMA17) Grant	0.00	0.00	0.00%
1-4427-000 DensmoreHill GrantRevenue	0.00	0.00	0.00%
1-4427-001 Densm Hill Stne Brdg Grnt	0.00	0.00	0.00%
1-4428-000 BillingsFarm&Museum Reven	0.00	0.00	0.00%
1-4429-000 Cooperative Mng Agree	0.00	0.00	0.00%
1-4429-001 Cooperative Mngt Append C	0.00	0.00	0.00%
1-4430-000 FireEquip (FEMA) GrantReven	0.00	0.00	0.00%
1-4431-000 EastEndSidewalk Grant Rev	0.00	0.00	0.00%
1-4432-000 Wdstk Rvr Loop 00067	0.00	0.00	0.00%
1-4433-000 Storm Event (APRIL '19)	0.00	0.00	0.00%
1-4434-000 Keys to Valley Initiative	0.00	0.00	0.00%
1-4435-000 COVID Grant	0.00	0.00	0.00%
1-4436-000 SLFRF	0.00	0.00	0.00%
1-4437-000 MERP	0.00	0.00	0.00%
1-4438-000 FEMA '24	0.00	0.00	0.00%
1-4439-000 DPS - ERAF grant	0.00	23,157.71	100.00%
1-4440-000 DPS-Pre disaster mitiga	0.00	5,944.64	100.00%
Total GRANT REVENUE	0.00	61,300.06	100.00%
1-450 MANDATORY DRAWBACK			
1-4501-000 Abatements	-4,000.00	-2,711.46	67.79%
1-4502-000 Ambulance Drawback	-450,000.00	-434,147.80	96.48%
Total MANDATORY DRAWBACK	-454,000.00	-436,859.26	96.22%
1-460 COMMUNITY CONTRIBUTIONS			

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-4601-000 July 4th Contributions	0.00	0.00	0.00%
Total COMMUNITY CONTRIBUTIONS	0.00	0.00	0.00%
1-470 TRANSFERS IN			
1-4701-000 Transfer from Cap Reserve	0.00	0.00	0.00%
1-4702-000 Transfer from Trustee	1,500.00	0.00	0.00%
1-4703-000 Transfer from LOT (EDC)	0.00	0.00	0.00%
1-4704-000 Transfer from CapRes Int	0.00	0.00	0.00%
1-4705-000 Transfer from Clearing/PR	0.00	0.00	0.00%
1-4706-000 Transfer from CapRes Unre	0.00	0.00	0.00%
1-4707-000 Transfer from Forest Impr	0.00	0.00	0.00%
1-4708-000 Transfer from Rocke Fund	0.00	0.00	0.00%
Total TRANSFERS IN	1,500.00	0.00	0.00%
1-485 BILLINGS PARK			
1-4856-000 Billings Park Revenue	0.00	0.00	0.00%
Total BILLINGS PARK	0.00	0.00	0.00%
1-489 TOWN FOREST			
1-4896-000 Timber Sales	0.00	0.00	0.00%
1-4897-000 Town Forest Lease	7,800.00	0.00	0.00%
Total TOWN FOREST	7,800.00	0.00	0.00%
Total Revenues	7,885,987.89	8,215,448.06	104.18%
1-5001 GRANTS/CONTRIB-TRUST FUND			
1-5001-901 Audit Expense	1,500.00	0.00	0.00%
1-5001-902 Trustee Wages	0.00	0.00	0.00%
1-5001-903 Visiting Nurses	0.00	0.00	0.00%
1-5001-904 Woodstock Job Bank	0.00	0.00	0.00%
Total GRANTS/CONTRIB-TRUST FUND	1,500.00	0.00	0.00%
1-5002 GRANTS/CONTRIB-GENL FUND			
1-5002-901 Regional Energy Coord.	0.00	19,425.00	100.00%
1-5002-902 Paving Town/Village	0.00	0.00	0.00%
1-5002-903 Visiting Nurses	0.00	0.00	0.00%
1-5002-905 M L Health Info/Referral	0.00	0.00	0.00%
1-5002-906 SE CommunityAction SEVCA	0.00	0.00	0.00%
1-5002-907 Pentangle	42,000.00	40,000.00	95.24%
1-5002-908 NormanWilliamsPubLibrary	51,250.00	51,250.00	100.00%
1-5002-909 TOPF pay	-900.00	900.00	-100.00%
1-5002-916 Woodstock Council Aging	40,400.00	40,400.00	100.00%
1-5002-917 Windsor County Mentors	2,500.00	2,500.00	100.00%
1-5002-918 HealthCare/RehabilService	3,247.00	3,247.00	100.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5002-919 WISE	0.00	0.00	0.00%
1-5002-920 Ottauq Comm Partnership	0.00	0.00	0.00%
1-5002-921 Spectrum Teen Center	1,250.00	0.00	0.00%
1-5002-922 The Junction Teen Center	0.00	0.00	0.00%
1-5002-926 Town Hall Theater	0.00	0.00	0.00%
1-5002-927 Woodstock History Center	0.00	0.00	0.00%
1-5002-928 Green Mountain RSVP	500.00	500.00	100.00%
1-5002-929 Windsor County Diversion	0.00	0.00	0.00%
1-5002-930 Economic Develop Coordin	0.00	0.00	0.00%
1-5002-951 W Woodstock ESB Station	0.00	0.00	0.00%
1-5002-952 EmergServBldg Renovations	0.00	0.00	0.00%
1-5002-953 Elem School Parking Lot	0.00	0.00	0.00%
1-5002-954 Welcome Center	0.00	0.00	0.00%
1-5002-955 VailFieldPlaygroundConstr	0.00	0.00	0.00%
1-5002-956 Garage Bond Spending	0.00	0.00	0.00%
1-5002-957 Comfort Station Spending	0.00	0.00	0.00%
1-5002-958 Generator for WES	0.00	0.00	0.00%
1-5002-959 Recreation Center Pool	0.00	0.00	0.00%
1-5002-960 Forest Improvement	0.00	0.00	0.00%
1-5002-961 Vail Field Improvements	0.00	0.00	0.00%
1-5002-962 House Number Project	0.00	0.00	0.00%
1-5002-963 Flood Mitigation Projects	0.00	0.00	0.00%
1-5002-964 Stagecoach Transport Serv	0.00	0.00	0.00%
1-5002-965 Digital Projection System	0.00	0.00	0.00%
1-5002-966 Community Television	0.00	0.00	0.00%
1-5002-967 Senior Solutions	2,500.00	2,500.00	100.00%
1-5002-968 Town Hall Boiler Project	0.00	0.00	0.00%
1-5002-969 Woodstock Job Bank	0.00	0.00	0.00%
1-5002-970 Ottauq Health Foundation	30,000.00	30,000.00	100.00%
1-5002-971 COVER Home Repair	0.00	0.00	0.00%
1-5002-972 Public Health Council UV	0.00	0.00	0.00%
1-5002-973 Special Needs Support Cen	1,800.00	1,800.00	100.00%
Total GRANTS/CONTRIB-GENL FUND	174,547.00	192,522.00	110.30%
1-5003 CULTURE & RECREATION			
1-5003-807 LittleTheaterBondPayment	11,000.00	11,000.00	100.00%
1-5003-808 LittleTheaterBondInterest	4,000.00	3,332.83	83.32%
1-5003-916 Woodstock Council Aging	11,000.00	11,000.00	100.00%
1-5003-921 Parades	3,000.00	1,752.00	58.40%
1-5003-922 Town Library Contribution	154,000.00	154,000.00	100.00%
1-5003-923 Woodstock Rec Center	231,928.00	231,928.00	100.00%
1-5003-924 Fireworks	7,500.00	12,500.00	166.67%
1-5003-925 Elem School Space Rental	0.00	0.00	0.00%
1-5003-927 Pentangle	36,000.00	0.00	0.00%
Total CULTURE & RECREATION	458,428.00	425,512.83	92.82%
1-5004 HEALTH OFFICER			
1-5004-100 Salaries & Wages	3,250.00	0.00	0.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5004-199 Employer Paid Benefits	250.00	0.00	0.00%
1-5004-208 Water Testing Supplies	100.00	67.00	67.00%
1-5004-601 Travel & Transportation	50.00	0.00	0.00%
1-5004-603 Dues, Subs & Meetings	50.00	0.00	0.00%
Total HEALTH OFFICER	3,700.00	67.00	1.81%
1-5010 GOVERNMENT BUILDINGS			
1-5010-201 Operating Supplies	3,000.00	1,538.55	51.29%
1-5010-305 Other Purchased Services	10,000.00	3,815.36	38.15%
1-5010-309 Custodial Services	14,000.00	8,820.00	63.00%
1-5010-409 Small Tools & Equipment	0.00	0.00	0.00%
1-5010-501 Utilities	36,000.00	27,293.51	75.82%
1-5010-702 Building Improvements	0.00	0.00	0.00%
1-5010-703 Bldg Repairs & Mainte	20,000.00	20,175.25	100.88%
1-5010-704 Town Hall Rejuvnation	0.00	0.00	0.00%
1-5010-706 EEI	77,100.00	501,055.00	649.88%
1-5010-807 Town Hall Loan Repayment	21,158.00	0.00	0.00%
Total GOVERNMENT BUILDINGS	181,258.00	562,697.67	310.44%
1-5011 SELECT BOARD			
1-5011-100 Salaries & Wages	5,000.00	5,000.00	100.00%
1-5011-199 Employer Paid Benefits	400.00	439.88	109.97%
1-5011-302 Legal Services	30,000.00	10,461.80	34.87%
1-5011-312 RCD	0.00	0.00	0.00%
1-5011-313 Community Television	10,000.00	10,000.00	100.00%
1-5011-603 Dues, Subs & Meetings	6,000.00	5,062.00	84.37%
1-5011-612 Printing Town Report	2,000.00	3,352.00	167.60%
1-5011-613 Regional Energy Coordinat	39,000.00	19,425.00	49.81%
1-5011-614 Documentation Retention	0.00	0.00	0.00%
1-5011-616 WES Parking lot	1,000.00	1,000.00	100.00%
1-5011-700 Police Search	0.00	0.00	0.00%
1-5011-701 FEMA '24	0.00	254,814.85	100.00%
1-5011-706 Aqueduct Acquisition	0.00	29,600.00	100.00%
1-5011-824 Coalition of Municipality	0.00	0.00	0.00%
Total SELECT BOARD	93,400.00	339,155.53	363.12%
1-5012 EXECUTIVE			
1-5012-100 Salaries & Wages	110,508.68	92,138.55	83.38%
1-5012-199 Employer Paid Benefits	37,655.17	28,182.08	74.84%
1-5012-200 Wellness	500.00	715.50	143.10%
1-5012-402 Manager's Pick-up Lease	0.00	0.00	0.00%
1-5012-603 Dues, Subs & Meetings	2,000.00	3,691.16	184.56%
Total EXECUTIVE	150,663.85	124,727.29	82.79%
1-5013 OFFICE ADMINISTRATION			
1-5013-201 Operating Supplies	4,000.00	1,864.43	46.61%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5013-202 Office Supplies	3,500.00	1,477.54	42.22%
1-5013-204 Postage	4,400.00	6,306.86	143.34%
1-5013-401 Equipment Maintenance	1,500.00	136.00	9.07%
1-5013-405 Machinery & Equipment	2,000.00	2,653.92	132.70%
1-5013-502 Communications	5,000.00	9,430.42	188.61%
1-5013-505 IT - Town	0.00	13,428.80	100.00%
1-5013-615 Advertising	3,900.00	955.36	24.50%
1-5013-701 Manager's Search	0.00	0.00	0.00%
Total OFFICE ADMINISTRATION	24,300.00	36,253.33	149.19%
1-5014 AUDITING			
1-5014-301 Professional Services	20,000.00	30,000.00	150.00%
1-5014-302 Single Audit	0.00	0.00	0.00%
Total AUDITING	20,000.00	30,000.00	150.00%
1-5015 TREASURER			
1-5015-100 Salaries & Wages	13,000.00	11,000.00	84.62%
1-5015-199 Employer Paid Benefits	925.00	1,760.42	190.32%
1-5015-601 Travel & Transportation	0.00	0.00	0.00%
1-5015-603 Dues, Subs & Meetings	100.00	78.60	78.60%
Total TREASURER	14,025.00	12,839.02	91.54%
1-5016 ACCOUNTING			
1-5016-100 Salaries & Wages	100,978.95	68,222.53	67.56%
1-5016-199 Employer Paid Benefits	38,940.00	36,415.72	93.52%
1-5016-210 Software Upgrade	0.00	0.00	0.00%
1-5016-301 Professional Services	8,000.00	5,320.91	66.51%
1-5016-305 Other Purchased Services	500.00	1,586.60	317.32%
1-5016-503 NEMRC Support/License	2,750.00	2,983.75	108.50%
1-5016-999 Prior Year Adjustment	0.00	0.00	0.00%
Total ACCOUNTING	151,168.95	114,529.51	75.76%
1-5017 TAX LISTING			
1-5017-100 Salaries & Wages	88,535.92	70,648.74	79.80%
1-5017-199 Employer Paid Benefits	40,855.58	9,021.20	22.08%
1-5017-201 Operating Supplies	315.00	233.26	74.05%
1-5017-301 Professional Services	420.00	489.38	116.52%
1-5017-305 Other Purchased Services	925.00	307.50	33.24%
1-5017-312 Licensed State Support	1,249.00	1,266.50	101.40%
1-5017-401 Equip Repair & Mainte	1,983.00	744.84	37.56%
1-5017-601 Travel & Transportation	150.00	12.45	8.30%
1-5017-603 Dues, Subs & Meetings	50.00	50.00	100.00%
1-5017-604 Mapping	3,796.00	0.00	0.00%
1-5017-605 Education	0.00	0.00	0.00%
Total TAX LISTING	138,279.50	82,773.87	59.86%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5018 TAX COLLECTING			
1-5018-100 Salaries & Wages	0.00	0.00	0.00%
1-5018-199 Employer Paid Benefits	0.00	0.00	0.00%
1-5018-302 Legal Services	0.00	0.00	0.00%
Total TAX COLLECTING	0.00	0.00	0.00%
1-5019 CAPITAL RESERVE			
1-5019-929 Grand List Update	15,000.00	15,000.00	100.00%
1-5019-931 Town Hall Improvements	65,000.00	65,000.00	100.00%
1-5019-932 Office Equipment	0.00	0.00	0.00%
1-5019-933 Computer Software	0.00	0.00	0.00%
1-5019-934 Lister's Equipment	0.00	0.00	0.00%
1-5019-936 Manager's Pick-up	0.00	0.00	0.00%
Total CAPITAL RESERVE	80,000.00	80,000.00	100.00%
1-502 HIGHWAY DEPARTMENT			
1-5021 TRAFFIC CONTROL			
1-5021-201 Operating Supplies	2,500.00	0.00	0.00%
1-5021-305 Other Purchased Services	0.00	0.00	0.00%
1-5021-401 Equip Repairs & Mainte	0.00	0.00	0.00%
1-5021-425 Rentals	0.00	0.00	0.00%
1-5021-705 Road Improvements	0.00	0.00	0.00%
1-5021-713 Paving	0.00	0.00	0.00%
1-5021-715 TrafficControlSigns,Posts	3,400.00	3,864.95	113.68%
1-5021-725 Flood Mitigation Projects	0.00	0.00	0.00%
1-5021-801 Unclassified	0.00	0.00	0.00%
1-5021-817 Taftsville Enhance Grant	0.00	0.00	0.00%
Total TRAFFIC CONTROL	5,900.00	3,864.95	65.51%
1-5022 HIGHWAY CONST&MAINT			
1-5022-100 Salaries & Wages	479,118.00	376,486.03	78.58%
1-5022-101 Overtime	61,052.08	56,903.81	93.21%
1-5022-103 Summerhelp Wages	8,000.00	0.00	0.00%
1-5022-199 Employer Paid Benefits	239,196.83	253,211.78	105.86%
1-5022-201 Operating Supplies	25,000.00	9,782.83	39.13%
1-5022-202 Office Supplies	500.00	119.86	23.97%
1-5022-301 Professional Services	1,000.00	220.00	22.00%
1-5022-305 Other Purchased Services	20,000.00	34,871.61	174.36%
1-5022-306 Other PurchaseServ Constr	0.00	0.00	0.00%
1-5022-307 Emergency Work	1,000.00	0.00	0.00%
1-5022-308 Street Line Painting	6,000.00	2,570.00	42.83%
1-5022-309 Ops Carlton Hill Rd	0.00	306.50	100.00%
1-5022-310 Street Line Painting	0.00	0.00	0.00%
1-5022-320 SnowDump PollutionMonitor	0.00	0.00	0.00%
1-5022-321 Stormwater Monitoring	0.00	0.00	0.00%
1-5022-401 Equip Repairs & Mainte	0.00	2,451.00	100.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5022-409 Small Tools & Equipment	1,500.00	2,189.12	145.94%
1-5022-425 Rentals	100.00	284.52	284.52%
1-5022-426 Rentals Construction	0.00	0.00	0.00%
1-5022-427 NWPL Parking Lot Rental	0.00	0.00	0.00%
1-5022-502 Communications	4,000.00	3,320.33	83.01%
1-5022-507 Rubbish Removal	20,000.00	17,035.10	85.18%
1-5022-601 Diesel & Gasoline	79,350.00	69,197.33	87.21%
1-5022-707 Spot Gravel	100,000.00	122,012.96	122.01%
1-5022-708 Pavement Patch	3,500.00	1,320.81	37.74%
1-5022-709 St Mandate-Stormwater Mgt	20,000.00	1,421.84	7.11%
1-5022-710 Road Maintenance	0.00	0.00	0.00%
1-5022-711 Street Paving	50,000.00	9,800.00	19.60%
1-5022-712 Road Stabilization	40,000.00	32,599.04	81.50%
1-5022-713 Street Paving	0.00	0.00	0.00%
1-5022-715 Pavement Patch on Route 4	0.00	0.00	0.00%
1-5022-716 Roadside Tree Maintenance	20,000.00	12,933.25	64.67%
1-5022-717 Storm Drains	0.00	0.00	0.00%
1-5022-718 Sidewalk (TOPF)	0.00	0.00	0.00%
1-5022-727 Crosswalk Maintenance	10,000.00	418.20	4.18%
1-5022-728 Reconstruct North St Wall	0.00	0.00	0.00%
1-5022-801 Salt & Sand	210,000.00	148,026.98	70.49%
1-5022-802 Unclassified	0.00	0.00	0.00%
1-5022-900 Keys to the Valley Expens	0.00	0.00	0.00%
Total HIGHWAY CONST&MAINT	1,399,316.91	1,157,482.90	82.72%
1-5023 C&M-BRIDGES&STORMDRAINS			
1-5023-100 Salaries & Wages	0.00	0.00	0.00%
1-5023-101 Overtime	0.00	0.00	0.00%
1-5023-175 Retirement/Past Employee	0.00	0.00	0.00%
1-5023-199 Employer Paid Benefits	0.00	0.00	0.00%
1-5023-201 Operating Supplies	1,000.00	279.66	27.97%
1-5023-202 Office Supples	0.00	0.00	0.00%
1-5023-203 Repair & Mainte Supplies	4,000.00	7,698.45	192.46%
1-5023-301 Professional Services	0.00	0.00	0.00%
1-5023-305 Other Purchased Services	10,000.00	13,871.14	138.71%
1-5023-306 Emergency Work	0.00	0.00	0.00%
1-5023-307 Engineering Services	5,000.00	0.00	0.00%
1-5023-409 Small Tools & Equipment	0.00	0.00	0.00%
1-5023-425 Rentals	0.00	0.00	0.00%
1-5023-502 Communications	0.00	0.00	0.00%
1-5023-601 Travel & Transportation	0.00	0.00	0.00%
1-5023-707 Spot Gravel	0.00	0.00	0.00%
1-5023-708 Pavement Patch	0.00	0.00	0.00%
1-5023-709 StateMandateStormwatrMgt	0.00	0.00	0.00%
1-5023-710 Roadside Tree Maintenance	0.00	0.00	0.00%
1-5023-712 Road Stabilization	0.00	0.00	0.00%
1-5023-716 Culverts & Drains	35,000.00	33,785.69	96.53%
1-5023-717 Catch Basins	5,000.00	14,417.62	288.35%
1-5023-720 Bridge Rehabilitation	25,000.00	20,862.30	83.45%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5023-801 Salt & Sand	0.00	0.00	0.00%
Total C&M-BRIDGES&STORMDRAINS	85,000.00	90,914.86	106.96%
1-5024 HIGHWAY EQUIPMENT			
1-5024-201 Operating Supplies	13,000.00	10,618.62	81.68%
1-5024-203 Repair & Maint Supplies	60,000.00	84,680.65	141.13%
1-5024-207 Equip Mainte Supplies	0.00	0.00	0.00%
1-5024-305 Other Purchased Services	2,000.00	3,062.29	153.11%
1-5024-401 Equipment Repair	0.00	0.00	0.00%
1-5024-402 Pick-up Purchase	12,776.00	0.00	0.00%
1-5024-403 Roadside Mower Purchase	29,000.00	8,628.55	29.75%
1-5024-404 Leaf Blower	0.00	0.00	0.00%
1-5024-405 Villge Snowblower	10,000.00	10,000.00	100.00%
1-5024-406 Grader Lease/Purchase	42,550.00	42,547.46	99.99%
1-5024-407 Backhoe Lease/Purchase	20,650.00	20,650.00	100.00%
1-5024-408 Loader Lease/Purchase	22,050.00	22,034.73	99.93%
1-5024-409 Small Tools & Equipment	1,100.00	30.42	2.77%
1-5024-410 Ton Truck 2019 F550 BH	16,250.00	15,377.76	94.63%
1-5024-414 2022/23 Dump Trk (8)	37,000.00	0.00	0.00%
1-5024-416 Ford F250 4WD	0.00	0.00	0.00%
1-5024-420 DumpTk Lease/Purchase '13	0.00	0.00	0.00%
1-5024-422 DumpTk Lease/Purchase '14	0.00	0.00	0.00%
1-5024-423 Village Loader lease/purc	0.00	0.00	0.00%
1-5024-424 Pickup Lease/Purchase	10,000.00	0.00	0.00%
1-5024-425 Equipment Purchase	0.00	0.00	0.00%
1-5024-426 York Rake	0.00	0.00	0.00%
1-5024-427 F450 Lease/Purchase '19	0.00	0.00	0.00%
1-5024-428 Riding Mower Purchase	0.00	0.00	0.00%
1-5024-429 2020 Western Star	38,180.00	38,177.64	99.99%
1-5024-430 2020 F550 2-1	10,250.00	10,248.07	99.98%
1-5024-431 Freighliner 2020 BH	27,500.00	27,236.30	99.04%
1-5024-432 Ford F550 2022 /5	0.00	0.00	0.00%
1-5024-433 2023 Frieghtliner	38,000.00	37,888.06	99.71%
1-5024-502 Communications	0.00	0.00	0.00%
1-5024-716 Culverts & Drains	0.00	6,950.00	100.00%
Total HIGHWAY EQUIPMENT	390,306.00	338,130.55	86.63%
1-5025 SIDEWALK MAINTENANCE			
1-5025-201 Operating Supplies	0.00	0.00	0.00%
1-5025-203 Repair & Maint Supplies	0.00	0.00	0.00%
1-5025-305 Other Purchased Services	0.00	120.93	100.00%
1-5025-307 Engineering Services	0.00	0.00	0.00%
1-5025-425 Rentals	0.00	0.00	0.00%
1-5025-720 Bridge Rehabilitation	0.00	0.00	0.00%
1-5025-727 Sidewalk Maintenance	25,000.00	34,312.50	137.25%
1-5025-728 Sidewalk/Curb Constructio	40,000.00	382.60	0.96%
Total SIDEWALK MAINTENANCE	65,000.00	34,816.03	53.56%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5026 STREET LIGHTS			
1-5026-406 Pole Replacement	0.00	0.00	0.00%
1-5026-505 Street Lights	46,500.00	55,626.78	119.63%
Total STREET LIGHTS	46,500.00	55,626.78	119.63%
1-5027 PARKS			
1-5027-200 ORT	0.00	-11,100.00	100.00%
1-5027-201 Operating Supplies	7,000.00	1,626.63	23.24%
1-5027-210 Dog Waste Bags	3,500.00	3,458.62	98.82%
1-5027-401 Fence & Park Maintenance	500.00	69.99	14.00%
1-5027-402 East End Park	0.00	0.00	0.00%
1-5027-406 Fence Post Repair	0.00	0.00	0.00%
1-5027-409 Small Tools & Equipment	250.00	88.76	35.50%
1-5027-410 East End -Mowing	3,250.00	3,610.00	111.08%
1-5027-501 Utilities	0.00	0.00	0.00%
1-5027-507 Rubbish Removal	0.00	0.00	0.00%
1-5027-702 Building Improvements	0.00	0.00	0.00%
1-5027-703 Bldg Repairs & Mainte	0.00	0.00	0.00%
1-5027-704 Emergency Bldg Repairs	0.00	0.00	0.00%
1-5027-705 Replace Salt Shed	0.00	0.00	0.00%
1-5027-807 Bond Payment	0.00	0.00	0.00%
1-5027-808 Bond Payment - Interest	0.00	0.00	0.00%
Total PARKS	14,500.00	-2,246.00	-15.49%
1-5028 PUBLIC WORKS BUILDINGS			
1-5028-201 Operating Supplies	0.00	0.00	0.00%
1-5028-406 Grader Lease/Purchase	0.00	0.00	0.00%
1-5028-409 Small Tools & Equipment	0.00	0.00	0.00%
1-5028-410 Ton Truck Lease/Purchase	0.00	0.00	0.00%
1-5028-422 DumpTrkLeasePurchase '14	0.00	0.00	0.00%
1-5028-423 DumpTrkLease/Purchase '15	0.00	0.00	0.00%
1-5028-501 Utilities	30,000.00	24,007.10	80.02%
1-5028-702 Building Improvements	0.00	0.00	0.00%
1-5028-703 Bldg Repairs & Mainte	5,500.00	7,857.92	142.87%
1-5028-704 MechanicSt Garage Inspect	0.00	0.00	0.00%
1-5028-807 Bond Payment	70,000.00	70,000.00	100.00%
1-5028-808 Bond Payment - Interest	15,000.00	8,484.16	56.56%
Total PUBLIC WORKS BUILDINGS	120,500.00	110,349.18	91.58%
1-5029 CAPITAL RESERVE			
1-5029-926 Structure repair replacem	25,000.00	25,000.00	100.00%
1-5029-931 Equip Dump Truck '17	0.00	0.00	0.00%
1-5029-932 Equip Dump Truck '19	20,000.00	20,000.00	100.00%
1-5029-933 Ton Truck '20	0.00	0.00	0.00%
1-5029-934 2 Ton Truck '15	0.00	0.00	0.00%
1-5029-935 Ton Truck '17	0.00	0.00	0.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5029-936 Snow Blower	0.00	0.00	0.00%
1-5029-937 Ton Truck '19 (Alex)	0.00	0.00	0.00%
1-5029-938 Ton Truck '21 (Chris)	0.00	0.00	0.00%
1-5029-939 UtilityTrk/UsedAmbulance	0.00	0.00	0.00%
1-5029-941 TheGreenArchwayEntrances	0.00	0.00	0.00%
1-5029-942 Dump Truck 4x4 '22	0.00	0.00	0.00%
1-5029-943 Dump Truck 2x4 '23	0.00	0.00	0.00%
1-5029-945 Slopes/Retaining wall	50,000.00	50,000.00	100.00%
1-5029-946 Bridge N Bridgewater Rd	0.00	0.00	0.00%
1-5029-947 Bridge Dunham Hill Rd	0.00	0.00	0.00%
1-5029-948 Lincoln Covered Bridge	0.00	0.00	0.00%
1-5029-949 General Bridge O & M	0.00	0.00	0.00%
1-5029-951 Taftsville Covered Bridge	0.00	0.00	0.00%
1-5029-952 RepairWall/ReplaceCulvert	0.00	0.00	0.00%
1-5029-953 Pave Church Hill Road	0.00	0.00	0.00%
1-5029-954 Old River Road Culvert	0.00	0.00	0.00%
1-5029-955 CoxDistrictRd Box Culvert	0.00	0.00	0.00%
1-5029-956 Emergency Infrastructure	10,000.00	10,000.00	100.00%
1-5029-957 Sidewalk Construction	0.00	0.00	0.00%
1-5029-958 PleasantStBridge Deck '22	0.00	0.00	0.00%
1-5029-959 Rt 4 Garage Generator	2,000.00	2,000.00	100.00%
1-5029-960 Replace Comm Equipment	0.00	0.00	0.00%
1-5029-961 Street Drain Pipe Repair	5,000.00	5,000.00	100.00%
1-5029-962 Catch Basin Repair	5,000.00	5,000.00	100.00%
1-5029-963 Lower Hwy Garage Roof	0.00	0.00	0.00%
1-5029-964 Buildings	10,000.00	10,000.00	100.00%
1-5029-973 New Highway Garage	0.00	0.00	0.00%
1-5029-974 Unused Sick/Comp Time	0.00	0.00	0.00%
1-5029-979 Capital Reserve Paving	0.00	0.00	0.00%
1-5029-980 Capital Reserve/Transfer	0.00	0.00	0.00%
Total CAPITAL RESERVE	127,000.00	127,000.00	100.00%
Total HIGHWAY DEPARTMENT	2,254,022.91	1,915,939.25	85.00%
1-503 AMBULANCE DEPARTMENT			
1-5030 AMBULANCE OPERATIONS			
1-5030-100 Paramedic/BillingSalWages	78,676.34	71,739.44	91.18%
1-5030-102 Chief EM Serv-SalaryWages	39,783.56	33,663.08	84.62%
1-5030-103 Firefighter/EMT	454,418.00	414,210.12	91.15%
1-5030-197 Firefighter/EMT Benefits	155,000.00	210,909.73	136.07%
1-5030-198 Chief EM Serv-Benefits	17,833.18	13,975.65	78.37%
1-5030-199 Paramedic/Billing Benefit	52,469.35	11,140.29	21.23%
1-5030-201 Operating Supplies	35,000.00	25,045.30	71.56%
1-5030-202 Office Supplies	3,500.00	2,291.27	65.46%
1-5030-203 Repair & Maint Supplies	450.00	0.00	0.00%
1-5030-207 Paramedic Supplies	4,000.00	583.07	14.58%
1-5030-210 Billing Software	4,800.00	360.00	7.50%
1-5030-305 Other Purchased Services	3,250.00	1,000.00	30.77%
1-5030-313 Merit Awards	0.00	438.00	100.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5030-315 Associates Salary	249,311.50	133,790.84	53.66%
1-5030-318 Paramedic Intercept	5,000.00	4,410.00	88.20%
1-5030-319 Contract Services	0.00	28,730.00	100.00%
1-5030-402 Equipment Fire	4,500.00	4,873.55	108.30%
1-5030-418 Personal Protection Equip	1,500.00	1,684.25	112.28%
1-5030-425 Rental Quarters	0.00	0.00	0.00%
1-5030-426 Rental Utilities	0.00	0.00	0.00%
1-5030-502 Communications	600.00	0.00	0.00%
1-5030-603 Dues, Subs & Meetings	800.00	0.00	0.00%
1-5030-607 Medical Testing	250.00	0.00	0.00%
1-5030-810 Uncollectable Accounts	65,000.00	92,676.03	142.58%
1-5030-812 3% Tax VT Patient Income	500.00	229.02	45.80%
1-5030-816 Medicare & Ins Allowance	100.00	0.00	0.00%
Total AMBULANCE OPERATIONS	1,176,741.93	1,051,749.64	89.38%
1-5031 AMBULANCE VEHICLE			
1-5031-305 Other Purchased Services	0.00	0.00	0.00%
1-5031-401 Equip Repair & Mainte	0.00	0.00	0.00%
1-5031-405 Ambulance	11,000.00	0.00	0.00%
1-5031-406 Ambulance Purchase	0.00	11,300.48	100.00%
1-5031-407 Storage Trailer	0.00	0.00	0.00%
1-5031-409 Small Tools & Equipment	700.00	188.75	26.96%
1-5031-431 Ambulance 1 Maintenance	2,500.00	12,637.55	505.50%
1-5031-432 Ambulance 2 Maintenance	2,500.00	2,122.66	84.91%
1-5031-433 Ambulance 3 Maintenance	2,500.00	2,253.62	90.14%
1-5031-434 Ambulance 4 Maintenance	0.00	0.00	0.00%
1-5031-435 Car 1 - Lease Purchase	2,900.00	0.00	0.00%
1-5031-502 Communications	1,000.00	0.00	0.00%
1-5031-503 Fuel	6,885.00	6,958.14	101.06%
1-5031-601 Travel & Transportation	100.00	0.00	0.00%
1-5031-705 Storage Trailer	0.00	0.00	0.00%
Total AMBULANCE VEHICLE	30,085.00	35,461.20	117.87%
1-5032 AMBULANCE TRAINING			
1-5032-100 Paramedic Training	0.00	0.00	0.00%
1-5032-105 Training Wages	3,000.00	0.00	0.00%
1-5032-199 Employer Paid Benefits	150.00	39.18	26.12%
1-5032-201 Operating Supplies	3,500.00	1,506.69	43.05%
1-5032-301 Professional Services	900.00	0.00	0.00%
1-5032-409 Small Tools & Equipment	100.00	0.00	0.00%
1-5032-601 Travel & Transportation	700.00	0.00	0.00%
1-5032-603 Dues, Subs & Meetings	300.00	180.00	60.00%
1-5032-604 Paramedic Class	25,000.00	5,786.71	23.15%
1-5032-605 State EMS Training	8,500.00	5,828.00	68.56%
Total AMBULANCE TRAINING	42,150.00	13,340.58	31.65%
1-5033 AMBULANCE COMMUNICATIONS			

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5033-462 Vehicle Cell Phones	0.00	0.00	0.00%
1-5033-463 Pagers	0.00	0.00	0.00%
1-5033-561 Office Phone & Internet	2,500.00	997.14	39.89%
1-5033-562 Vehicle Cell Phones	1,800.00	1,334.97	74.17%
1-5033-563 Pagers	2,500.00	2,365.47	94.62%
1-5033-564 Portable Radios	2,800.00	375.75	13.42%
1-5033-565 Vehicle Mobile Radios	500.00	0.00	0.00%
Total AMBULANCE COMMUNICATIONS	10,100.00	5,073.33	50.23%
1-5039 CAPITAL RESERVE			
1-5039-906 Cardiac Monitors	30,000.00	30,000.00	100.00%
1-5039-907 Stryker Power Stretcher	5,000.00	5,000.00	100.00%
1-5039-933 Amb ComputerReport System	0.00	0.00	0.00%
1-5039-934 Portable Computer	2,500.00	2,500.00	100.00%
1-5039-951 Ambulance 2018	0.00	0.00	0.00%
1-5039-952 Ambulance 2023	50,000.00	50,000.00	100.00%
1-5039-953 Ambulance 2021	50,000.00	50,000.00	100.00%
1-5039-963 Pagers	2,000.00	2,000.00	100.00%
1-5039-964 2-Way Radios	4,000.00	4,000.00	100.00%
Total CAPITAL RESERVE	143,500.00	143,500.00	100.00%
Total AMBULANCE DEPARTMENT	1,402,576.93	1,249,124.75	89.06%
1-504 FIRE DEPARTMENT			
1-5040 FIREFIGHTING			
1-5040-100 Salaries&WageFirefighters	45,000.00	2,931.25	6.51%
1-5040-102 Chief EM Serv-SalaryWages	39,783.75	33,662.86	84.61%
1-5040-103 Firefighter	0.00	0.00	0.00%
1-5040-197 Firefighters Benefits F/T	0.00	0.00	0.00%
1-5040-198 Chief EM Serv-Benefits	13,052.16	14,206.67	108.85%
1-5040-199 EmplPaidBenefitFirefighte	3,754.15	224.24	5.97%
1-5040-201 Operating Supplies	5,000.00	3,091.68	61.83%
1-5040-202 Equipment Fire	0.00	0.00	0.00%
1-5040-301 Professional Services	5,000.00	1,843.15	36.86%
1-5040-404 Winter Hydrant Maint	0.00	0.00	0.00%
1-5040-425 Hydrant Rental	26,500.00	21,600.00	81.51%
1-5040-601 Travel & Transportation	200.00	0.00	0.00%
1-5040-603 Dues, Subs & Meetings	1,000.00	754.17	75.42%
1-5040-605 Education	3,000.00	947.11	31.57%
1-5040-606 CDL Licensing	400.00	161.00	40.25%
1-5040-607 Medical Testing	650.00	0.00	0.00%
1-5040-819 Fire Prevention	1,000.00	532.28	53.23%
Total FIREFIGHTING	144,340.06	79,954.41	55.39%
1-5043 FIRE COMMUNICATIONS			
1-5043-311 Alarm Registration Admin	150.00	0.00	0.00%
1-5043-401 Equip Repair & Mainte	2,500.00	422.07	16.88%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5043-405 Machinery & Equipment	1,000.00	0.00	0.00%
1-5043-502 Communications	6,300.00	2,389.40	37.93%
1-5043-564 Fireground Radios	0.00	355.32	100.00%
1-5043-565 Security Alarm Radios	0.00	0.00	0.00%
Total FIRE COMMUNICATIONS	9,950.00	3,166.79	31.83%
1-5045 FIRE TRUCK & EQUIPMENT			
1-5045-201 Operating Supplies	2,500.00	1,282.33	51.29%
1-5045-310 Hose Testing	0.00	0.00	0.00%
1-5045-311 Pump Testiing	1,000.00	288.50	28.85%
1-5045-401 Repair & Maintenance	2,500.00	4,762.75	190.51%
1-5045-407 Storage Trailer	0.00	0.00	0.00%
1-5045-431 Engine #1 Maintenance	2,000.00	2,805.76	140.29%
1-5045-432 Engine #2 Maintenance	3,000.00	1,333.48	44.45%
1-5045-434 Engine #3 Maintenance	3,000.00	3,717.72	123.92%
1-5045-435 Rescue Maintenance	2,500.00	863.07	34.52%
1-5045-436 Car 1 - Lease Purchase	2,900.00	0.00	0.00%
1-5045-440 Fire Truck Payment	66,000.00	65,804.73	99.70%
1-5045-503 Fuel	4,043.00	2,254.83	55.77%
Total FIRE TRUCK & EQUIPMENT	89,443.00	83,113.17	92.92%
1-5046 FIREFIGHTING EQUIPMENT			
1-5046-201 Operating Supplies	1,500.00	1,141.89	76.13%
1-5046-401 Equipment Maintenance	1,250.00	1,247.94	99.84%
1-5046-403 Air Pack Maint & Equip	3,000.00	1,298.22	43.27%
1-5046-406 Equipment Purchase	3,000.00	529.93	17.66%
1-5046-407 Equip Purchase Transfer	0.00	0.00	0.00%
1-5046-409 Small Tools & Equipment	400.00	49.90	12.48%
1-5046-411 Rescue Equipment	800.00	0.00	0.00%
1-5046-414 Bunker Gear Transfer	0.00	0.00	0.00%
1-5046-415 Bunker Gear	2,500.00	2,449.83	97.99%
1-5046-416 Hose Adapters	1,000.00	922.96	92.30%
1-5046-818 Fire Dept Equip Grant	0.00	0.00	0.00%
Total FIREFIGHTING EQUIPMENT	13,450.00	7,640.67	56.81%
1-5047 WOODSTOCK STATION #2			
1-5047-203 Maintenance Supplies	300.00	0.00	0.00%
1-5047-420 Generator	0.00	0.00	0.00%
1-5047-504 Propane	4,100.00	1,133.38	27.64%
1-5047-506 Electricity	2,000.00	648.41	32.42%
1-5047-509 Misc Utilities	1,500.00	2,509.72	167.31%
1-5047-703 Bldg Repairs & Mainte	2,000.00	1,843.76	92.19%
Total WOODSTOCK STATION #2	9,900.00	6,135.27	61.97%
1-5048 EMERGENCY SERVICES BLDG			
1-5048-203 Maintenance Supplies	2,000.00	919.37	45.97%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5048-309 Building Custodian	0.00	85.00	100.00%
1-5048-504 Propane	6,000.00	5,803.40	96.72%
1-5048-506 Electricity	10,000.00	27,044.84	270.45%
1-5048-509 Misc Utilities	4,000.00	1,699.75	42.49%
1-5048-702 Paint Exterior of ESB	0.00	0.00	0.00%
1-5048-703 Equip Repair & Mainte	6,000.00	1,380.00	23.00%
1-5048-704 ESB Building Concept	0.00	0.00	0.00%
1-5048-705 ESB New Building	0.00	97,932.37	100.00%
1-5048-708 ESB Bond Payment	150,000.00	150,000.00	100.00%
1-5048-709 ESB Bond Interest	96,847.00	97,791.00	100.97%
Total EMERGENCY SERVICES BLDG	274,847.00	382,655.73	139.22%
1-5049 CAPITAL RESERVE			
1-5049-930 Pager Replacement	2,000.00	2,000.00	100.00%
1-5049-940 Protective Turnout Gear	0.00	0.00	0.00%
1-5049-941 Breathing Air Compressor	15,000.00	15,000.00	100.00%
1-5049-960 Fire Truck	20,000.00	20,000.00	100.00%
1-5049-961 Utility-Personnel Carrier	0.00	0.00	0.00%
1-5049-962 UTV	0.00	0.00	0.00%
1-5049-964 Fire Hose	3,000.00	3,000.00	100.00%
1-5049-965 Bunker Gear	10,000.00	10,000.00	100.00%
1-5049-966 Generator	0.00	0.00	0.00%
1-5049-967 Air Pack Frames	15,000.00	15,000.00	100.00%
1-5049-968 Air Pack Tanks	2,000.00	2,000.00	100.00%
1-5049-969 Roof Replacement	2,500.00	2,500.00	100.00%
1-5049-970 Building Renovations	0.00	0.00	0.00%
1-5049-971 Pave Driveways & Yard	2,500.00	2,500.00	100.00%
1-5049-972 Carpet Replacement	0.00	0.00	0.00%
1-5049-973 Boiler Replacement	2,500.00	2,500.00	100.00%
1-5049-974 LED Lighting	0.00	0.00	0.00%
1-5049-975 EMS Bldg Concept Study	0.00	0.00	0.00%
1-5049-976 Fire Ground 2-way Radios	2,000.00	2,000.00	100.00%
1-5049-977 Portable Pump	4,000.00	4,000.00	100.00%
1-5049-978 Tower Equipment	0.00	0.00	0.00%
1-5049-980 Capital Reserve Fire/Ambu	0.00	0.00	0.00%
Total CAPITAL RESERVE	80,500.00	80,500.00	100.00%
Total FIRE DEPARTMENT	622,430.06	643,166.04	103.33%
1-505 COMMUNICATIONS			
1-5050 DISPATCH SERVICES			
1-5050-100 Salaries & Wages	269,355.82	240,155.46	89.16%
1-5050-105 Training Wages	2,060.00	9,558.00	463.98%
1-5050-106 Military stipend	0.00	1,000.00	100.00%
1-5050-107 Residency Stipend	1,000.00	0.00	0.00%
1-5050-108 EMT Stipend	1,200.00	0.00	0.00%
1-5050-199 Employer Paid Benefits	101,996.58	76,948.39	75.44%
1-5050-201 Operating Supplies	1,000.00	328.71	32.87%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5050-202 Office Supplies	800.00	311.97	39.00%
1-5050-203 Repair & Mainte Supplies	1,600.00	615.17	38.45%
1-5050-401 Repairs & Maintenance	2,500.00	0.00	0.00%
1-5050-404 Console	29,893.00	37,399.61	125.11%
1-5050-405 Machinery & Equipment	900.00	25.75	2.86%
1-5050-409 Small Tools & Equipment	1,000.00	2,198.05	219.81%
1-5050-410 Radio lease/purchase	0.00	0.00	0.00%
1-5050-425 Tower Rental & Lease	3,200.00	2,500.00	78.13%
1-5050-426 Tower Maintenance	1,500.00	0.00	0.00%
1-5050-502 Communications	7,000.00	7,519.09	107.42%
1-5050-601 Travel & Transportation	400.00	96.56	24.14%
1-5050-608 Training Fees	300.00	0.00	0.00%
Total DISPATCH SERVICES	425,705.40	378,656.76	88.95%
1-5059 CAPITAL RESERVE			
1-5059-933 Computer Replacement	0.00	0.00	0.00%
1-5059-955 Recorder	1,500.00	1,500.00	100.00%
1-5059-956 Replace "K" Freq	0.00	0.00	0.00%
1-5059-957 Console Terminal (a)	5,000.00	5,000.00	100.00%
1-5059-958 Console Terminal (b)	2,600.00	2,600.00	100.00%
1-5059-959 Receiver/Transmitter B	3,000.00	3,000.00	100.00%
1-5059-960 Receiver/Transmitter F	3,000.00	3,000.00	100.00%
Total CAPITAL RESERVE	15,100.00	15,100.00	100.00%
Total COMMUNICATIONS	440,805.40	393,756.76	89.33%
1-506 TOWN CLERK			
1-5060 BOARD OF CIVIL AUTHORITY			
1-5060-205 Printing Supplies	3,000.00	3,156.92	105.23%
1-5060-317 BCA Wages	1,000.00	0.00	0.00%
1-5060-318 Election Wages	1,500.00	0.00	0.00%
Total BOARD OF CIVIL AUTHORITY	5,500.00	3,156.92	57.40%
1-5061 TOWN CLERK			
1-5061-100 Salaries & Wages	72,919.41	62,739.41	86.04%
1-5061-106 Asst Town Clerk Wages	63,918.50	51,771.40	81.00%
1-5061-199 Employer Paid Benefits	63,352.37	61,606.97	97.24%
1-5061-202 Office Supplies	600.00	158.00	26.33%
1-5061-305 Other Purchased Services	400.00	123.75	30.94%
1-5061-405 Machinery & Equipment	550.00	0.00	0.00%
1-5061-406 Copier Lease	3,000.00	891.30	29.71%
1-5061-603 Dues, Subs & Meetings	1,000.00	465.45	46.55%
1-5061-613 Record Retention	2,800.00	0.00	0.00%
1-5061-614 Restoration of Records	2,500.00	2,129.17	85.17%
Total TOWN CLERK	211,040.28	179,885.45	85.24%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5069 CAPITAL RESERVE			
1-5069-934 Town Clerk Vault	3,500.00	3,500.00	100.00%
1-5069-935 Town Clerk Office Equip	0.00	0.00	0.00%
Total CAPITAL RESERVE	3,500.00	3,500.00	100.00%
Total TOWN CLERK	220,040.28	186,542.37	84.78%
1-507 BOARDS & AGENCIES			
1-5070 PLANNING & ZONING			
1-5070-100 Salaries & Wages	90,000.00	77,775.94	86.42%
1-5070-199 Employer Paid Benefits	50,400.00	43,729.79	86.77%
1-5070-301 Professional Services	4,200.00	3,804.39	90.58%
1-5070-302 Legal Fees	2,400.00	0.00	0.00%
1-5070-406 Equipment Purchase	1,200.00	697.64	58.14%
1-5070-601 Travel & Transportation	1,200.00	1,390.54	115.88%
1-5070-603 Dues, Subs & Meetings	7,440.00	5,771.71	77.58%
1-5070-615 Advertising	4,800.00	4,021.27	83.78%
1-5070-812 GIS Mapping	720.00	0.00	0.00%
1-5070-823 Conservation Commission	0.00	0.00	0.00%
Total PLANNING & ZONING	162,360.00	137,191.28	84.50%
1-5079 CAPITAL RESERVE			
1-5079-905 Town Plan Consulting	1,200.00	1,200.00	100.00%
1-5079-933 Computer Equip Replace	0.00	0.00	0.00%
1-5079-935 Zoning	0.00	0.00	0.00%
Total CAPITAL RESERVE	1,200.00	1,200.00	100.00%
Total BOARDS & AGENCIES	163,560.00	138,391.28	84.61%
1-5082 TOWN CONSTABLE			
1-5082-100 Salaries & Wages	7,000.00	2,344.16	33.49%
1-5082-199 Employer Paid Benefits	550.00	179.33	32.61%
1-5082-201 Operating Supplies	0.00	0.00	0.00%
1-5082-202 Office Supplies	0.00	0.00	0.00%
1-5082-203 Repair & Mainte Supplies	200.00	0.00	0.00%
1-5082-305 Other Purchased Services	50.00	0.00	0.00%
1-5082-311 Animal Control	700.00	0.00	0.00%
1-5082-405 Machinery & Equipment	600.00	360.00	60.00%
1-5082-502 Communications	1,750.00	0.00	0.00%
1-5082-602 Mileage - Blue Light	0.00	0.00	0.00%
Total TOWN CONSTABLE	10,850.00	2,883.49	26.58%
1-5083 MAINTAINING CEMETERIES			
1-5083-305 Other Purchased Services	17,500.00	21,875.00	125.00%
1-5083-401 Repair & Maintenance	1,000.00	0.00	0.00%
Total MAINTAINING CEMETERIES	18,500.00	21,875.00	118.24%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5084 WELCOME CENTER			
1-5084-203 Maintenance Supplies	500.00	40.00	8.00%
1-5084-309 Custodial Services	25,000.00	23,699.34	94.80%
1-5084-504 Propane	1,950.00	1,531.43	78.53%
1-5084-506 Electricity	1,250.00	2,941.02	235.28%
1-5084-509 Misc Utilities	1,800.00	3,086.60	171.48%
1-5084-702 Building Improvements	3,500.00	2,745.25	78.44%
1-5084-703 Bldg Repairs & Mainte	2,500.00	2,385.02	95.40%
1-5084-807 Chamber Office Loan Prin.	4,000.00	4,379.54	109.49%
1-5084-808 Chamber Office Loan Int.	1,851.00	1,471.20	79.48%
1-5084-810 Woodstock Chamber	35,000.00	35,000.00	100.00%
Total WELCOME CENTER	77,351.00	77,279.40	99.91%
1-5085 LITTLE THEATER			
1-5085-703 Little Theater Repairs	0.00	0.00	0.00%
1-5085-807 Bond Payment	0.00	0.00	0.00%
1-5085-808 Bond Interest	0.00	0.00	0.00%
Total LITTLE THEATER	0.00	0.00	0.00%
1-5089 CAPITAL RESERVE			
1-5089-910 Cemetery Improvements	0.00	0.00	0.00%
Total CAPITAL RESERVE	0.00	0.00	0.00%
1-5091 INTERGOVERNMENTAL			
1-5091-803 Highway Rebate	0.00	0.00	0.00%
1-5091-804 Upper Valley Solid Waste	33,528.00	27,045.00	80.66%
1-5091-808 County Tax	0.00	0.00	0.00%
Total INTERGOVERNMENTAL	33,528.00	27,045.00	80.66%
1-5092 SELECT BOARD CONTINGENCY			
1-5092-801 Unclassified	21,000.00	13,952.74	66.44%
1-5092-806 Comp Unused Sick/Vac Time	0.00	0.00	0.00%
1-5092-813 House Numbers	250.00	359.56	143.82%
1-5092-814 Econ Develop Reserve Fund	350,000.00	285,928.01	81.69%
1-5092-815 Insurance	200,000.00	267,481.06	133.74%
Total SELECT BOARD CONTINGENCY	571,250.00	567,721.37	99.38%
1-5093 CAPITAL RESERVE SB			
1-5093-199 Compens. Unused Sick/Vac	50,000.00	50,000.00	100.00%
Total CAPITAL RESERVE SB	50,000.00	50,000.00	100.00%
1-5097-002 Cap Lease Outlay-Fire Trk	0.00	0.00	0.00%
1-5097-003 Cap Lease Outlay-Sterling	0.00	0.00	0.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5097-004 Cap Lease Outlay-F450	0.00	0.00	0.00%
1-5097-005 CapExpens-GraderPurchas14	0.00	0.00	0.00%
1-5097-006 Cap Expens-Little Theater	0.00	0.00	0.00%
1-5097-007 Cap Expens-TrkPurchase 16	0.00	0.00	0.00%
1-5097-008 CapExpense-TrkPurchase 23	0.00	0.00	0.00%
1-5097-009 CapExpense-TrkPurchase 15	0.00	0.00	0.00%
1-5097-010 CapExpens-BackhoePurchase	0.00	0.00	0.00%
1-5097-011 CapExpense-LoaderPurchase	0.00	0.00	0.00%
1-5097-013 CapExpense-ORRV	0.00	0.00	0.00%
1-5097-014 CapExpense/TrkPurchase 16	0.00	0.00	0.00%
1-5097-015 CapExpense/TrkPurchase 17	0.00	0.00	0.00%
1-5097-016 CapExpens/F150 Purchas17	0.00	0.00	0.00%
1-5097-017 CapExp-Town Hall Retrofit	0.00	0.00	0.00%
1-5097-018 CapExp -Console	0.00	0.00	0.00%
1-5097-019 Cap Outlay	0.00	0.00	0.00%
1-5099 CAPITAL RESERVE SPENDING			
1-5099-910 Cemetery Improvements	0.00	0.00	0.00%
1-5099-912 Plan&Zoning Regs/GIS Maps	0.00	0.00	0.00%
1-5099-913 TaxMap Update-Reappraisal	0.00	3,000.00	100.00%
1-5099-914 Select Board Contingency	0.00	0.00	0.00%
1-5099-915 Compensation Unused sick/	0.00	0.00	0.00%
1-5099-926 Manager's Pick-up	0.00	0.00	0.00%
1-5099-927 Police Cruiser	0.00	0.00	0.00%
1-5099-929 Town Clerk Office Equip	0.00	0.00	0.00%
1-5099-930 Grand List Update	0.00	0.00	0.00%
1-5099-931 Town Hall Improvements	0.00	0.00	0.00%
1-5099-932 Office Equipment	0.00	0.00	0.00%
1-5099-933 Computer Equip Replacment	0.00	0.00	0.00%
1-5099-934 Town Clerk Rec Vault Impr	0.00	0.00	0.00%
1-5099-935 Restoration of Records	0.00	0.00	0.00%
1-5099-936 Listers' Equip/Education	0.00	1,213.20	100.00%
1-5099-937 Paving/Roads	0.00	0.00	0.00%
1-5099-938 Road Improvements	0.00	11,313.91	100.00%
1-5099-939 Road Construction	0.00	0.00	0.00%
1-5099-940 Dispatch Equip/Console (b)	0.00	0.00	0.00%
1-5099-941 Highway Equipment	0.00	0.00	0.00%
1-5099-942 Dump Truck	0.00	0.00	0.00%
1-5099-944 HWY Supt Pick-up (used)	0.00	0.00	0.00%
1-5099-945 4WD Dump Truck	0.00	0.00	0.00%
1-5099-946 Bridges	0.00	0.00	0.00%
1-5099-947 Vehicle Equipment	0.00	0.00	0.00%
1-5099-948 Rec Center Bridge Rehabil	0.00	0.00	0.00%
1-5099-949 Culverts & Stormwater	0.00	0.00	0.00%
1-5099-950 Grader Lease Down Payment	0.00	0.00	0.00%
1-5099-951 '08 Dump Truck Down Pay't	0.00	0.00	0.00%
1-5099-952 Ambulance Purchase	0.00	34,000.75	100.00%
1-5099-953 Amb ComputerReportingSyst	0.00	0.00	0.00%
1-5099-954 Air Compressor	0.00	0.00	0.00%
1-5099-955 Ambulance Equipment	0.00	8,124.00	100.00%
1-5099-956 Emergency Services Bldg	0.00	0.00	0.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5099-957 Communications	0.00	1,848.00	100.00%
1-5099-958 Dispatch Ctr Recorder	0.00	0.00	0.00%
1-5099-959 Fire Vehicles/ATV etc	0.00	0.00	0.00%
1-5099-960 Fire Truck	0.00	0.00	0.00%
1-5099-961 Dry Hydrant Construction	0.00	0.00	0.00%
1-5099-962 Fire Dept Equipment	0.00	80,024.57	100.00%
1-5099-963 Ambulance Radio Purchase	0.00	4,878.07	100.00%
1-5099-964 Station #2 Generator	0.00	0.00	0.00%
1-5099-965 Fire Dept Bunker Gear	0.00	9,860.11	100.00%
1-5099-966 ESB Paving	0.00	0.00	0.00%
1-5099-967 Fire Dept Pager Replace	0.00	5,787.10	100.00%
1-5099-968 Amb Cardiac Monitor	0.00	106,294.50	100.00%
1-5099-969 Fire Dept - Airpacks	0.00	0.00	0.00%
1-5099-970 ESB Generator	0.00	0.00	0.00%
1-5099-971 Compliance/Stormwater Mgt	0.00	0.00	0.00%
1-5099-972 Bldg- Sand/Salt Coverage	0.00	0.00	0.00%
1-5099-973 Garage Design/Engineering	0.00	0.00	0.00%
1-5099-974 New Garage Construction	0.00	0.00	0.00%
1-5099-975 Replace Diesel Tanks	0.00	0.00	0.00%
1-5099-976 Retaining Wall	0.00	0.00	0.00%
1-5099-977 Console Terminal (b)	0.00	2,110.00	100.00%
1-5099-980 Equip Note-Principal	0.00	0.00	0.00%
1-5099-981 Equip Note-Interest	0.00	0.00	0.00%
1-5099-982 Taftsville Enhancement	0.00	0.00	0.00%
1-5099-983 Catch Basin Cleaner	0.00	0.00	0.00%
1-5099-984 Vail Field-Improvements	0.00	0.00	0.00%
1-5099-985 HWY Comm Equipment	0.00	0.00	0.00%
1-5099-986 Wood Chipper	0.00	0.00	0.00%
1-5099-987 Emergency Infrastructure	0.00	0.00	0.00%
1-5099-988 Trucks	0.00	57,078.00	100.00%
1-5099-989 CoxDistrictRd Box Culvert	0.00	0.00	0.00%
1-5099-990 CapitalOutlay Undedicated	0.00	0.00	0.00%
1-5099-991 Sidewalks	0.00	0.00	0.00%
Total CAPITAL RESERVE SPENDING	0.00	325,532.21	100.00%
1-5301 LOSS REPAIR EXPENSE			
1-5301-850 FloodDamage-VailFieldBldg	0.00	0.00	0.00%
1-5301-851 Flood Damage-Town Hall	0.00	0.00	0.00%
1-5301-852 Flood Loss-VailFieldEquip	0.00	0.00	0.00%
1-5301-853 FloodDamage-LincolnCovdBr	0.00	0.00	0.00%
1-5301-854 Flood Damage-MiddleBridge	0.00	0.00	0.00%
1-5301-855 PropertyDamage-TaftsBridg	0.00	0.00	0.00%
1-5301-856 Lincoln Covered Bridge	0.00	0.00	0.00%
1-5301-860 PropertyDamage-BunkerGear	0.00	0.00	0.00%
1-5301-861 PropertyDamage-ESB Carpet	0.00	0.00	0.00%
1-5301-862 PropertyDamage-Guardrails	0.00	0.00	0.00%
1-5301-863 PropertyDamage-THGreenRm	0.00	0.00	0.00%
1-5301-864 PropertyDamage/CommTower	0.00	0.00	0.00%
1-5301-865 PropertyDamage-TownHallBI	0.00	0.00	0.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5301-866 PropertyDamage/WelcomeCtr	0.00	0.00	0.00%
1-5301-867 Property Damage/HWYRadio	0.00	0.00	0.00%
1-5301-868 Property Damage/ESB Door	0.00	0.00	0.00%
1-5301-870 VehicleDamage/Ambulance	0.00	0.00	0.00%
1-5301-871 Vehicle Damage/HWY Truck	0.00	0.00	0.00%
1-5301-872 Vehicle Damage/HWY Truck	0.00	0.00	0.00%
Total LOSS REPAIR EXPENSE	0.00	0.00	0.00%
1-5302 LITTLE THEATER REPAIR			
1-5302-850 FloodDamage-LittleTheater	0.00	0.00	0.00%
Total LITTLE THEATER REPAIR	0.00	0.00	0.00%
1-5303 IRENE RECOVERY EXPENSE			
1-5303-150 IRE Wages & FICA Expenses	0.00	0.00	0.00%
1-5303-201 IRE Operarting Supplies	0.00	0.00	0.00%
1-5303-202 IRE Office Supplies	0.00	0.00	0.00%
1-5303-305 Other Purchased Services	0.00	0.00	0.00%
1-5303-430 IRE Temp Office Expenses	0.00	0.00	0.00%
1-5303-501 IRE Fuel	0.00	0.00	0.00%
1-5303-502 IRE Communications	0.00	0.00	0.00%
1-5303-807 IRE Bond Repayment	44,600.00	44,600.00	100.00%
1-5303-808 IRE Bond Interest Expense	10,500.00	8,379.25	79.80%
1-5303-901 IRE Local Share Expenses	0.00	0.00	0.00%
Total IRENE RECOVERY EXPENSE	55,100.00	52,979.25	96.15%
1-5401 GRANT EXPENSE			
1-5401-812 SaffordCommoms-HUDGrant	0.00	0.00	0.00%
1-5401-813 ORRV Grant Expense	0.00	0.00	0.00%
1-5401-817 Planning Grant Expense	0.00	0.00	0.00%
1-5401-818 FireAmbulanceGrant Expens	0.00	0.00	0.00%
1-5401-819 Bridge Incent Grant Expen	0.00	0.00	0.00%
1-5401-820 Dispatch Console GrantExp	0.00	0.00	0.00%
1-5401-821 EV ChargingStation-Grant	0.00	0.00	0.00%
1-5401-822 Highway Grant Expense	0.00	0.00	0.00%
1-5401-823 Natl Comm Inventory Grant	0.00	0.00	0.00%
1-5401-824 GullyRdCulvertGrantExpens	0.00	0.00	0.00%
1-5401-825 CoxDistrict RdGrantExpens	0.00	0.00	0.00%
1-5401-826 Transit Service Grant Exp	0.00	0.00	0.00%
1-5401-827 Snow Dump Grant Expense	0.00	0.00	0.00%
1-5401-828 Energy Grant Expense	0.00	0.00	0.00%
1-5401-829 RiverPark Green Grant Exp	0.00	0.00	0.00%
1-5401-830 Police PassThru Grant Exp	0.00	0.00	0.00%
1-5401-831 Police PassThru Grant Exp	0.00	0.00	0.00%
1-5401-832 BetterBackRoadsGrantExpen	0.00	0.00	0.00%
1-5401-833 Police PassThru Grant Exp	0.00	0.00	0.00%
1-5401-834 Twin Pines Grant Expense	0.00	0.00	0.00%
1-5401-835 BypassMitigationGrantExp	0.00	0.00	0.00%

TOWN GENERAL FUND

Account	Budget	Actual	% of Budget
1-5401-836 HappyValleyCulvGrantExp	0.00	0.00	0.00%
1-5401-837 Mt Tom FLAP Grant Expense	0.00	0.00	0.00%
1-5401-838 StormEvent(FEMA17) Grant	0.00	0.00	0.00%
1-5401-839 Densmore Stormwater Grant	0.00	0.00	0.00%
1-5401-840 BillingsFarm&MuseumGrant	0.00	0.00	0.00%
1-5401-841 NorthStWallEmergencyGrant	0.00	0.00	0.00%
1-5401-842 Cooperative Mng Agree	0.00	195,466.00	100.00%
1-5401-843 FireEquip(FEMA)GrantExp	0.00	0.00	0.00%
1-5401-844 EastEndSidewalk Grant Exp	0.00	0.00	0.00%
1-5401-845 DensStnBrdg Gr Exp BC1948	0.00	0.00	0.00%
1-5401-846 Prosper Rd Gr Exp PO01937	0.00	0.00	0.00%
1-5401-847 Wdstk River Loop Grant	0.00	0.00	0.00%
1-5401-848 Keys to Valley Initiative	0.00	0.00	0.00%
1-5401-849 municipal mgr summit pass	0.00	1,453.19	100.00%
Total GRANT EXPENSE	0.00	196,919.19	100.00%
1-560 COMMUNITY CELEBRATIONS			
1-5601-924 July 4th Celebration	0.00	0.00	0.00%
Total COMMUNITY CELEBRATIONS	0.00	0.00	0.00%
1-570 TRANSFERS OUT			
1-5701-000 Transfer to Cap Reserve	0.00	0.00	0.00%
1-5701-001 Transfer(Special) to Genl	0.00	0.00	0.00%
1-5702-000 Transfer to Trustee	0.00	0.00	0.00%
1-5703-000 Transfer to Debt Service	0.00	0.00	0.00%
1-5705-000 Transfer to Clearing Fund	0.00	0.00	0.00%
Total TRANSFERS OUT	0.00	0.00	0.00%
1-580 TOWN FOREST			
1-5801-301 Professional Services	0.00	0.00	0.00%
Total TOWN FOREST	0.00	0.00	0.00%
1-585 BILLINGS PARK			
1-5856-810 Billings Park Expense	0.00	2,836.47	100.00%
Total BILLINGS PARK	0.00	2,836.47	100.00%
1-5999-000 Capital Outlay	0.00	0.00	0.00%
Total Appropriations	7,411,284.88	7,853,069.88	105.96%
Total TOWN GENERAL FUND	474,703.01	362,378.18	
Total All Funds	474,703.01	362,378.18	

A RESOLUTION TO AUTHORIZE INDEBTEDNESS PURSUANT TO 24 V.S.A. § 4755(a)(4)(C)

WHEREAS, at the March 3, 2020, special meeting of the Town of Woodstock (the “Town”) there was approved a proposition authorizing the construction of certain public infrastructure and capital improvements, namely wastewater and stormwater infrastructure improvements, and the issuance of \$2,800,000 of general obligation bonds or notes to finance the cost thereof;

WHEREAS, said improvements authorized in 2020 involve clean water and public water supply system projects that are eligible for loans pursuant to 24 VSA § 4755(a);

WHEREAS, 24 V.S.A. § 4755(a)(4)(C) allows a municipality to incur additional indebtedness for a “natural resources” project as defined in 24 V.S.A. § 4752, so long as:

- (i) The amount of the debt incurred does not exceed an amount to be forgiven or cancelled upon completion of the natural resources project, and
- (ii) The municipality has obtained voter approval for the paired water pollution abatement and control facilities project under the sponsorship program.

WHEREAS, the Town has identified a natural resources project for which it desires to incur additional indebtedness;

WHEREAS, the State of Vermont has agreed to, or is anticipated to agree to, forgive up to \$280,000 of the indebtedness issued pursuant to 24 V.S.A. § 4755(a)(4)(C) for the natural resources project; and

WHEREAS, the voters of the Town of Woodstock approved the paired water pollution abatement and control facilities at the March 3, 2020, special meeting.

NOW, THEREFORE, BE IT RESOLVED THAT:

- (1) The Selectboard, acting pursuant to 24 VSA 4755(a)(4)(C), hereby authorizes up to \$280,000 in additional indebtedness for the natural resources project, to be fully forgiven or cancelled upon the completion of the natural resources project; and
- (2) This Resolution shall take effect immediately.

Duly adopted at a regular meeting of the Selectboard of the Town of Woodstock held on April __, 2024.

ATTEST:

Town Clerk



P.O. Box 1172
Waitsfield, Vermont 05673

Phone: (802) 279-2457

E-Mail: Gary@KillingtonStageRace.com

April 16, 2024

Eric Duffy, Municipal Manager
Town of Woodstock
PO Box 488
Woodstock, VT 05091

Email: eduffy@townofwoodstock.org

RE: Permission to use town roads in Woodstock

Dear Manager Duffy:

I am writing to request permission to use the Prosper Road during the road race stage of the Killington Stage Race Sunday, May 26. The road would be used by the racers during an approximately 2-hour period starting at 10:00AM. The course will be the same as in prior years (we were unable to hold the event in 2020 and 2021 because of Covid restrictions and 2023 because of a family medical issue). The event ran smoothly in 2022 while in Woodstock with the assistance of the Woodstock Police Department. I have reached out Chief Swanson this year to be sure we have the needed police coverage. We will also be working with the Windsor Sheriff's Department and will have the State Police leading the race. We will also be working with Woodstock Ambulance again this year for the event.

I have enclosed a consent form for your signature as well as the insurance binder naming Woodstock as an insured. If you can return the form via email, it would be greatly appreciated. If you have questions or concerns about this event, I would be happy to meet with you and/or the Select Board to discuss them, please contact me at (802)279-2457.

Thank you for your help. I know racers are looking forward to returning to the Woodstock area for the race this year.

Sincerely,

Gary Kessler, Race Director
Killington Stage Race

Killington Stage Race
KSR LLC
P.O. Box 1172
Waitsfield, Vermont 05673

(802)279-2457

Statement of Consent to use Public Roads

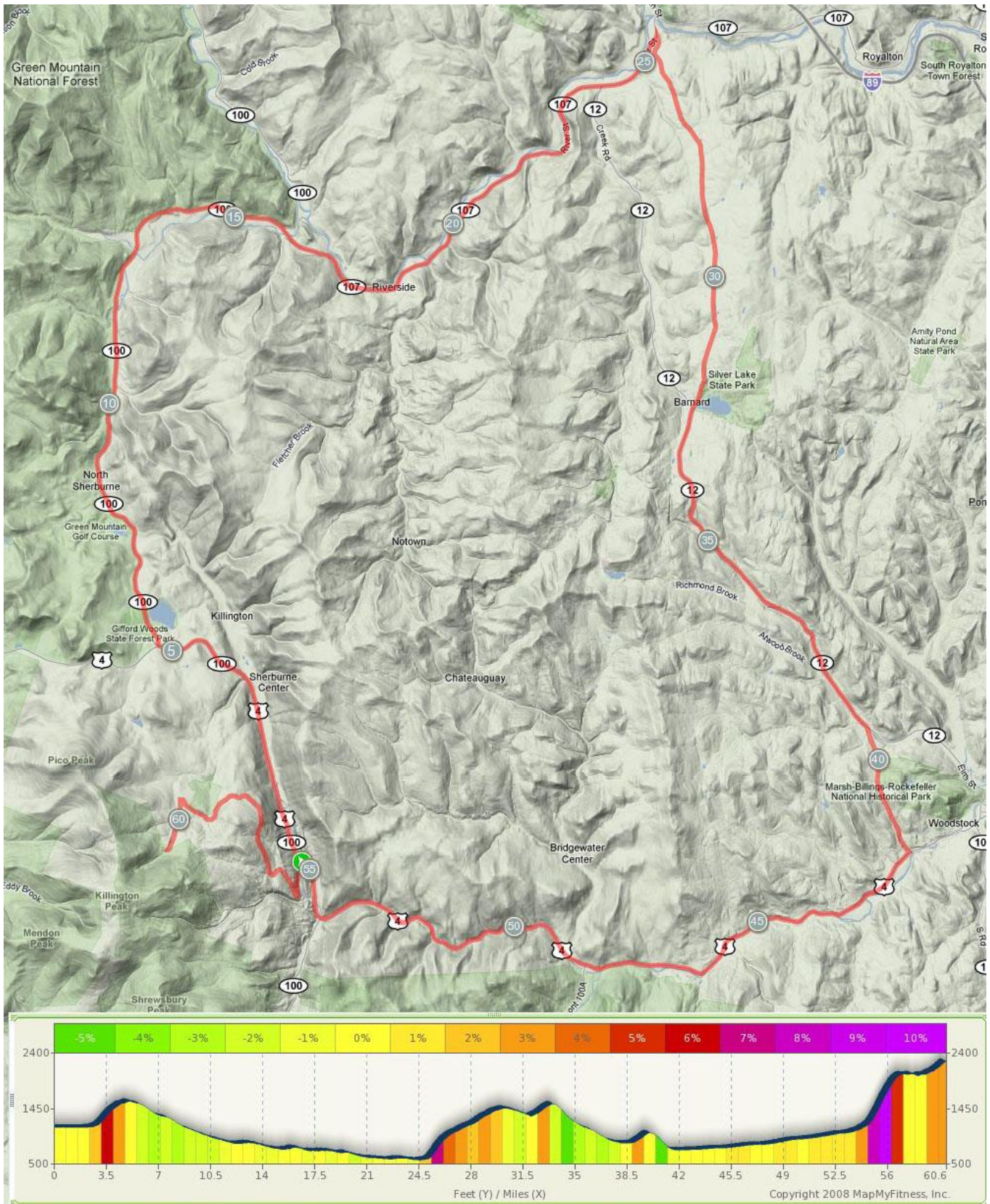
The Town of Woodstock consents to allow KSR LLC to hold the Killington Stage Race Road Race on May 26, 2024, and in so doing to use the public roads of the town that are a part of the course.

This consent is given with the understanding that KSR LLC will provide adequate Police, Emergency Medical Services, and Volunteer Marshalling to ensure the safety of participants, spectators, and other road users alike.

In addition, the town will be named on a 3rd party insurance policy provided by the United States Cycling Federation.

Authorized Signature _____

Date _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Fairly Consulting Group, LLC) and CONTACT NAME (Fairly Group Certificates). Includes fields for phone, fax, email, and insurer details (Accredited Surety and Casualty Company, Inc.).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Job 2024-9167 IL 1201 - Endt #1 - Named Insured Extension: Event Organizers and/or Promoters are Named Insureds.

Table with 2 columns: CERTIFICATE HOLDER (Town of Woodstock & Police Dept) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:
attached endorsement CG 20 26 (12/2019).**

**Event Number: 2024-9167
Event Name: Killington Stage Race
Event Location: Killington, VT
Event Date(s): 05/25/2024, 05/27/2024, 05/26/2024**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

TOWN/VILLAGE OF WOODSTOCK
P.O. Box 488
WOODSTOCK, VT 05091

PHONE (802) 457-3456
FAX (802) 457-2329

APPLICATION FOR A PERMIT TO HOLD A PARADE OR EVENT
ON PUBLIC STREET OR HIGHWAYS

Pursuant to Title 24 V.S.A. Section 2291 (5) the Legislative Body of the Village / Town
herewith regulate the use of public highways for parades and/or events.

EVENT Killington Stage Race
(Parade, Walk, Race, etc.)

APPLICANT/ORGANIZATION GMSR, LLC TELEPHONE 802-279-2457

ADDRESS PO Box 1172, Waitsfield, VT 05673

CONTACT PERSON Gary Kessler TELEPHONE 802-279-2457

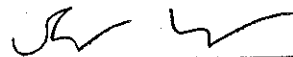
LOCATION OF ASSEMBLY AND BEGINNING OF EVENT Rt 100 Killington

ROUTE ON PUBLIC HIGHWAYS Prosper Rd
(attach map showing route)

TRAFFIC CONTROL (if any) Police at South end of Prosper Rd + Rt 100

PARADE/EVENT DATE 5/26/24 HOUR (start) 10am (end) 12pm

ESTIMATED NO. OF PARTICIPANTS 400-500 - in six separate special groups


Authorized Representative

CONDITIONS:

APPROVED

DENIED

MUNICIPAL MANAGER DATE



April 19, 2024

Town of Woodstock
P.O. Box 488
Woodstock VT 05091

RE: Utility line Rebuild, Skyland Ln. Woodstock Vt.:

To whom it may concern:

Green Mountain Power (GMP) is proposing to replace the utility line within the Town of Woodstock's highway right of way that begins at the intersection of Skyland Ln. and Dunham Hill Rd. and continues up Skyland Ln to re-feed its residents with new underground utilities. I have met Mark Hunter on site and reviewed the install and we have met his approval. If the town is in acceptance of the proposed work, please sign the included permit and return to my address below. If you have any questions, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,

Caleb Hawley

Green Mountain Power

Field Designer

1720 VT Rt. 107

Bethel VT. 05032

Cell: (802) 353-0172 / **Email:** caleb.hawley@greenmountainpower.com

NOTIFICATION OF POLE AND WIRE LOCATIONS

TO THE Selectboard

Ref: OP #147879

OF THE Town of Woodstock

DATE: April 19, 2024

This correspondence serves as notification from Green Mountain Power (GMP) that it intends to locate its poles, anchor guys, cables, lines and other usual fixtures and appurtenances for the transmission/distribution of electricity or of intelligence by electricity or light, together with cutting and trimming of trees to maintain said lines, within the following public ways of said Municipality:

GMP will install roughly 2300' of new primary underground wire & communications along Skyland Ln to refeed the existing customers. GMP has seen extreme outages along this stretch of line due to wind, snow, and tree damage to our overhead infrastructure and as a result, would like to perform this reliability project. We have met with The Woodstock Director of public works, Mark Hunter, and have reviewed the work we want to do. Mark is in agreement with our plans.

This notification is filed in accordance with 30 V.S.A. §2502 for utility line installation and maintenance within the highway limits. Pursuant to 30 V.S.A. § 2502, lines of electric wires may be constructed and maintained by GMP upon or under a highway, in such a manner as to not to interfere with repairs of such highway or the public convenience in traveling upon or using the same. **In the future, should the Town reasonably determine that such lines of wires are interfering with the Town's ability to repair, maintain or improve its highway or are interfering with the public's use of the same then, upon request of the Town, GMP shall relocate, as to the best of our ability, the interfering section(s) of line(s) to some other suitable location in the Town's right of way as may be designated and agreed upon between the parties.**

Green Mountain Power

By _____



Caleb Hawley
Distribution Designer (Royalton)

BY THE **Woodstock Select board**

Dated _____

Please check the following that apply

_____ **AUTHORIZATION:** That GMP be and is hereby authorized to install and maintain poles and wires to be placed thereon, together with such supporting and strengthening fixtures and wires as the Company may see fit, in the public ways of the Town of Hartford as heretofore designated. Such installation and maintenance will not interfere with repairs of the highway or public convenience in using the same. The Selectboard hereby finds that the cutting and trimming of trees within the highway right of way is necessary for the construction, operation and maintenance of the line(s).

All construction under this authorization shall be in accordance with GMP's standards and with plans submitted to the Selectboard.

FURTHER AUTHORIZED: That Telephone Operating Company of Vermont LLC (FairPoint) be and hereby is authorized to use these same rights and to install telephone cable(s) in the same location.

_____ **REQUEST FOR MORE INFORMATION:** Pursuant to 30 V.S.A. §2503, the Selectboard acknowledges that the proposed actions are inconvenient or inexpedient and requests more information to determine where and in what manner such poles and wires shall be erected.

Signatures of the Selectboard or Duly Authorized Agent of the Town of Woodstock:

The permit is recorded in the Records of the Town of Woodstock in Book _____ at Page _____.

Attest: _____

_____, **Woodstock Town Clerk**



Green Mountain Horse Association

P.O. Box 8 • South Woodstock, Vermont
 05071 (802) 457-1509 •
www.gmhainc.org

April 29, 2024

Phil Swanson, Town Manager Town of Woodstock
 31 The Green
 Woodstock, VT 05091

Dear Phil,

The 2024 season of GMHA trail riding is just around the corner!

Thank you for the continued use of your trails as part of our trail system. We are so thankful for each and every landowner who allows us the privilege of riding on their property. In the coming weeks we will be out assessing trail damage from the winter and clearing trails of branches, trimming and chain sawing (where needed and allowed by each landowner). Please do not hesitate to reach out if you have any concerns. Below is the planned trail usage for 2023. If you have any questions or concerns, please contact your **GMHA Land Ambassador: GMHA 802-457-1509**

Trail/Hold/Stop	Date	Event
Benedict Road	5/25-5/26/2024	Memorial Day Weekend Pleasure Ride
Fletcher Hill Road	"	Memorial Day Weekend Pleasure Ride
Fletcher Schoolhouse Road	"	Memorial Day Weekend Pleasure Ride
Keeling Road	"	Memorial Day Weekend Pleasure Ride
Long Hill Road	"	Memorial Day Weekend Pleasure &
Morgan Hill Road	"	Distance Ride
Morgan Hill Road	"	Spring CTR & Endurance
The Loop Road	"	Spring CTR & Endurance
Folding Hills Road	6/08/2024	Spring CTR & Endurance
Bryant Hill Road	6/08/2024	Spring CTR & Endurance
Morgan Hill Extension	6/08/2024	Spring CTR & Endurance
Calendar Hill Road	6/09/2024	Spring CTR & Endurance
Long Hill Road	6/09/2024	Spring CTR & Endurance
Eastman Road	6/09/2024	Spring CTR & Endurance
Fletcher Schoolhouse Road	6/09/2024	Spring CTR & Endurance
Greene Road plus Ext.	6/09/2024	Spring CTR & Endurance
Church Hill Road	6/09/2024	Spring CTR & Endurance
Randall Road	6/09/2024	Spring CTR & Endurance
Hoadley Road	6/09/2024	Spring CTR & Endurance
Kendall Road	6/09/2024	Spring CTR & Endurance
Cowdrey Path	6/09/2024	Spring CTR & Endurance
Morgan Hill Road	06/09/2024	Spring CTR & Endurance

The Loop Road	6/09/2024	Spring CTR & Endurance
Folding Hills Road	6/09/2024	Spring CTR & Endurance
Bryant Hill Road	6/09/2024	Spring CTR & Endurance
Morgan Hill Extension	6/09/2024	Spring CTR & Endurance
Calendar Hill Road	6/09/2024	Spring CTR & Endurance
Long Hill Road	6/09/2024	Spring CTR & Endurance
Eastman Road	6/09/2024	Spring CTR & Endurance
Fletcher Schoolhouse Road	6/09/2024	Spring CTR & Endurance
Greene Road plus Ext.	6/09/2024	Spring CTR & Endurance
Church Hill Road	6/09/2024	Spring CTR & Endurance
Randall Road	6/09/2024	Spring CTR & Endurance
Hoadley Road	6/09/2024	Spring CTR & Endurance
Kendall Road	6/09/2024	Spring CTR & Endurance
Cowdrey Path	6/09/2024	Spring CTR & Endurance
Morgan Hill Road	6/09-10/2024	2 Day 50 Mile CTR
Folding Hills Road	6/09-10/2024	2 Day 50 Mile CTR
Kendall Road	06/09-10/2024	2 Day 50 Mile CTR
Church Hill Road	06/09-10/2024	2 Day 50 Mile CTR
Keeling Road	6/09/2024-6/09/2024	2 Day 50 Mile CTR
Fletcher Schoolhouse Road	8/5/2023-8/6/2024	2 Day 50 Mile CTR
Benedict Road	8/5/2023-8/6/2024	2 Day 50 Mile CTR
Long Hill Road	8/5/2023-8/6/2024	2 Day 50 Mile CTR
Calendar Hill Road	8/5/2023-8/6/2024	2 Day 50 Mile CTR
Eastman Road	8/5/2023-8/6/2024	2 Day 50 Mile CTR
Paul Kendall Trail	8/5/2023-8/6/2024	2 Day 50 Mile CTR
Green Road & Ext	8/5/2023-8/6/2024	2 Day 50 Mile CTR
Bryant Road	8/5/2023-8/6/2024	2 Day 50 Mile CTR
Hoadley Road	8/5/2023-8/6/2024	Distance Days
Academy Rd.	9/1/2024	Distance Days
Bryant Rd.	9/1/2024	Distance Days
Cabot Rd.	9/1/2024	Distance Days
Calendar Hill Rd.	9/1/2024	Distance Days
Church Hill Rd.	9/1/2024	Distance Days
Cox District Rd.	9/1/2024	Distance Days
Eastman Rd.	9/1/2024	Distance Days
Fletcher Hill Rd.	9/1/2024	Distance Days
Grassy Lane	9/1/2024	Distance Days
Green Rd.	9/1/2024	Distance Days
High Pastures Rd.	9/1/2024	Distance Days
Kendall Rd.	9/1/2024	Distance Days
Noah Wood Rd.	9/1/2024	Distance Days
Long Hill Rd.	9/1/2024	Distance Days
Morgan Hill Rd.	9/1/2024	Distance Days
Peterkin Hill Rd.	9/1/2024	Distance Days
Prosper Rd..	9/1/2024	Distance Days
TBD	9/1/2024	Distance Days
TBD	9/1/2024	Distance Days
TBD	9/1/2024	Distance Days
The Loop Rd.	9/1/2024	Distance Days
Bryant Road	9/26-29/2023	Fall Foliage Pleasure Ride
Folding Hills Road	9/26-29/2024	Fall Foliage Pleasure Ride
Loop Road	9/22-96/2023	Fall Foliage Pleasure Ride
Morgan Hill Road	9/26-29/2023	Fall Foliage Pleasure Ride

Loop Rd	9/26-29/2024	Fall Foliage Pleasure Ride
Morgan Hill Rd	9/26-29/2024	Fall Foliage Pleasure Ride
Calendar Hill Rd	9/26-29/2024	Fall Foliage Pleasure Ride
Long Hill Rd	9/26-29/2024	Fall Foliage Pleasure Ride
Benedict Road	09/26-29/2024	Fall Foliage Pleasure Ride
Eastman Road	09/26-29/2024	Fall Foliage Pleasure Ride
Fletcher Hill Road	09/26-29/2024	Fall Foliage Pleasure Ride
Fletcher Ext	10/12/2024	Pleasure Ride/Trail Horse Pace
Greene Rd	10/12-13/2024	Pleasure Ride/Trail Horse Pace
Randall Rd	10/12-13/2024	Pleasure Ride/Trail Horse Pace
Benedict Rd.	10/12-13/2024	Pleasure Ride/Trail Horse Pace
Calendar Hill Rd.	10/14/2024	Pleasure Ride Trail Horse Pace
Fletcher School. Rd.	10/14/2024	Pleasure Ride/Hunter Pace
Folding Hills Rd.	10/19/2024	Hunter Pace
Keeling Rd.	10/19/2024	Hunter Pace
Long Hill Rd.	10/19/2024	Hunter Pace
Morgan Hill Rd.	10/19/2024	Hunter Pace
Noah Wood Rd.	10/14/2024	
Route 106	10/14/2024	
The Loop Rd.	10/14/2024	
Morgan Hill Road	10/14/2024	
Calendar Hill Road	10/21/2024	
	10/21/2024	
Benedict Road	10/9/2024	Ride for the Cure
Eastman Road	10/9/2024	Ride for the Cure
Fletcher Hill Road	10/9/2024	Ride for the Cure
Keeling Road	10/9/2024	Ride for the Cure
Long Hill Road	10/9/2024	Ride for the Cure

Your Land Ambassador will be contacting you to make sure the listed trails/dates are OK for use.

Thank you again for sharing your trails.

Sincerely,

Mickey Perry & Lillie Tuckerman

Landowner Relations & Trail Secretary

Green Mountain Horse Association

802-457-1509

mperry@gmail.com



BY:

Town of Woodstock
Application for Sewer Connection/Repair/Increased Discharge
Commercial Application

To: Board of Sewer Commissioners of the Town of Woodstock

Application is hereby made by the undersigned pursuant to the Town of Woodstock Sewer Ordinance to:

New Connection Increase Repair

Amount of gpd for new connection or increase (leave blank if unknown): 1,380 GPD

At the following location: Map 21 Block 51 Lot 22

Application name: TPHT -Mellishwood Housing Phone: 802-291-7000
Street address: 34-38 Pleasant Street
Email: Bill.Kelsey@tphtrust.org

Description of work to be done: Demolition of two 7 and 8 unit 70s era multifamily buildings and construction of a new 28 unit building, parking lot, drainage improvements, new public and private utilities and other site amenities to serve the new facility.

Existing units of senior housing = 26 New = 13
Current number of employees: 0 New: 1 office employee
If restaurant, current number of seats: New:
If hotel/inn, current number of rooms: New:
If store, current square footage of location: New:

Applicant agrees to install low flowing plumbing fixtures. Further, applicant agrees to be responsible for repairing or replacing any damage done to Town sewer lines, streets, roads, and/or sidewalks and to see that said repair/connection is done in accordance with the applicable Town Sewer Regulations or as determined by the Municipal Manager. The applicant also agrees to hold the Town and Village harmless from any damage/injury caused to a third party. The applicant agrees to pay the designated application fee to the Town at the time of the application for this permit

and to advise the Director of Public Works in advance of construction to permit scheduling of the repair inspection. (See below for fee schedule)

Applicant must obtain easements from all affected landowners if any part of the sewer line passes on lands of another landowner.

By signing this application, I understand that I also need to obtain a potable water supply and wastewater permit from the State of Vermont - Contact the State by telephone at (802) 591-0338 or by email at terry.shearer@vermont.gov

Additionally, I understand that once the connection is made, I am required to submit an "as built" drawing of the actual connection prepared by the installer to the Town of Woodstock before the permit is issued.

Signature:  Date: 4/9/24

Owner name: Twin Pines Housing Trust

Street address: 226 Holiday Dr., Ste. 20, White River Junction, Vermont

Mailing address: _____

Telephone: 802-291-7000

Please mail or email completed application to:

Town of Woodstock

nnourse@townofwoodstock.org

Nikki Nourse

PO Box 488

Woodstock, VT 05091

OFFICE USE ONLY

Woodstock Sewer Connection Fee Schedule

Development fee: 10,350 (\$7.50 x gpd reserve capacity)

Received by: NLL Date: 5/3/24 Check #: 23138

The permit fee will be refunded in full (without interest) if revoked, withdrawn, or not executed within one year.

Approved by manager: _____ Date: _____

****This permit is good for one year from the date of approval****

Permit #: _____

RECEIVED
APR 26 2024

BY:

Town of Woodstock
Application for Sewer Connection/Repair/Increased Discharge
Residential Application

To: Board of Sewer Commissioners of the Town of Woodstock

Application is hereby made by the undersigned pursuant to the Town of Woodstock Sewer Ordinance to:

New Connection Increase _____ Repair _____

Amount of g.p.d. for new connection or increase: 1,120

At the following location: Map 21 Block S2 Lot 35

Applicant name: Stephen Johnson (Barnard Excavation & Logging)

Phone number: 802 291 3530

Street address: 9273 VT Rte 12
Barnard VT 05031

Email: barnardexcavation@gmail.com

Description of work to be done: dig down between 65 + 63 central street to
connect into the sewer with a 4" saddle joint

26 Mount Peg

Current number of bedrooms: _____

Total bedrooms after work: 8

Applicant agrees to install low flow plumbing fixtures. Further, applicant agrees to be responsible for repairing or replacing any damage done to Town sewer lines, streets/roads/sidewalks and to see that said repair/connection is done in accordance with the applicable Town Sewer Regulations or as determined by the Municipal Manager. The applicant also agrees to hold the Town and Village harmless from any damage/injury caused by a third party. The applicant agrees to pay the

designated application fee to the Town at the time of the application for this permit and to advise the Director of Public Works in advance of construction to permit scheduling of the repair inspection.


Applicant must obtain easements from all affected landowners if any part of the sewer line passes on lands of another landowner.

See below for fee schedule.

By signing the application, I understand that I also need to obtain a potable water supply and wastewater disposal permit from the State of Vermont.

Contact the State by telephone at (802) 591-0338 or by email at terry.shearer@vermont.gov

Additionally, I understand that once the connection is made, I am required to submit an "as built" drawing of the actual connection prepared by the installer to the Town of Woodstock before the permit is issued.

Signature:  Stephen Johnson
Date: 4/15/2024

Owner name: Matt Lombard + John Holland

Street address: 26 Mt Peg
Woodstock, VT 05091

Mailing address: 519 Albany Street, Suite 200
Boston, MA 02118

Telephone: 781 953 1751

Please mail or email this application to:

Town of Woodstock
Nikki Nourse
PO Box 488
Woodstock, VT 05091

nnourse@townofwoodstock.org

OFFICE USE ONLY

Woodstock Connection Fee Schedule:

Development fee: \$ 8,400 (\$7.50 x gpd reserve capacity)

Received by: 4/26/24 NLL Date: 4/26/24

Check #: 5750

The permit fee will be refunded in full (without interest) if revoked, withdrawn, or not executed within ONE YEAR.

Approved by Manager: _____

Date: _____

**This permit is good for ONE YEAR from the date of approval.

Permit number: W-2405

Level of Effort Worksheet (LOE)

\\HTABURL-FILE\Burlington\1_PROJECTS\Woodstock-VT\0-BD\Woodstock Main WWTF - Step II\0 - Contract\DEC Upload\PCS - Woodstock Main WWTF.xlsx\PCS

CLIENT : Town of Woodstock

PROJECT NAME: Woodstock Main WWTF

TASK DESCRIPTIONS	PROJECT NAME: Woodstock Main WWTF											Calc. By:	PAH
	HOURS BY BILLING RATE CLASSIFICATION (\$/Hour)											Check By:	JAO
	Senior Project Manager \$225.00 Jon/Joe	Senior Project Manager \$225.00 Paul	Senior Technical Engineer \$215.00 Lori/Laura	Senior Technical Engineer \$215.00 Kirstin	Project Engineer \$140.00 McLee/DeCola	Senior CADD Designer \$146.00 Joel	Senior Technical Engineer \$215.00 Marisa	Engineer \$118.00 Emily	Senior CADD Designer \$146.00 Josh	Project Assistant \$107.00 Janet/Jenna	Senior Environmental Coordinator \$187.00 k Peace	Public Outreach Coordinator \$165.00 Nichole	TOTAL HOURS
Pre-Design: Basis for Final Design (LS - Standard)													
Prepare Document		2		16	40							58	\$9,490.00
Review Meeting with DEC		4		2	2							8	\$1,610.00
Review of BOFD		4	2	4								10	\$2,190.00
Address Comments resubmit to DEC if needed		2		2	12							16	\$2,560.00
Pre-Design: Pre-Design Field Services (LS - Standard)													
Survey		4							2			6	\$1,114.00
Environmental Study / Wetlands		2							2			4	\$664.00
Geotechnical Study		4							2			6	\$1,114.00
Archeological Resource Assessment		2							2			4	\$664.00
Abatement Study		2							2			4	\$664.00
Pre-Design: ENV Report (LS - Non-Standard)													
Prepare ER				1						32		33	\$6,199.00
Prepare and submit EID including ER		2		1						8		11	\$2,161.00
Review Meeting with DEC		2		2						2		6	\$1,254.00
Address Comments				1						4		5	\$963.00
Model Development													
Prepare RFP			8	16	32							56	\$9,640.00
Submit RFP for DEC Review				4	4							8	\$1,420.00
Address Comments			2	4	8							14	\$2,410.00
Bid & Letter of Recommendation to Award Bid			2	4	8							14	\$2,410.00

30% Final Design: Production (LS - Standard)													
Kick-off Meeting		2		2	2		2		2			10	\$1,882.00
Hydraulic Profile Calculations & Drawing				4	24							28	\$4,220.00
P&ID Drawing				2	8	4						14	\$2,134.00
Process Schematic				2	6	4						12	\$1,854.00
Conceptual Plant Layout				8		8	2					18	\$3,318.00
Review, Reconsider and Revise				8	8	8	4					28	\$4,868.00
30% Design Development													
Headworks				8	32							40	\$6,200.00
Influent Pump Station				8	32							40	\$6,200.00
Biological Process				8	32							40	\$6,200.00
Secondary Clarifier & RAS/WAS Pumping				8	32							40	\$6,200.00
UV Disinfection				8	32							40	\$6,200.00
Chemical Feed Systems				8	32							40	\$6,200.00
Sludge Handling Facilities				8	32							40	\$6,200.00
Plant Drainage Pump Station				8	32							40	\$6,200.00
Plant Water System				8	32							40	\$6,200.00
Spec Outline				1	4							5	\$775.00
Existing Site Conditions							8	8	24			40	\$6,168.00
Preliminary Site Plan - Topo							20	24	24			68	\$10,636.00
Preliminary Site Plan - Piping layout				8	8		8	16	16			56	\$8,784.00
Conditions Ass't & Rvw of Findings with Material Suppliers	8	16										24	\$5,400.00
Concrete Repair Drawings		16				8						24	\$4,768.00
Model Existing Structure to be REFURBISHED													
Influent Pump Station		2				12						14	\$2,202.00
Chemical Feed and Storage		2				12						14	\$2,202.00
Secondary Clarifiers		2				12						14	\$2,202.00
Clarifier House		2				12						14	\$2,202.00
Maintenance Garage		2				12						14	\$2,202.00
RAS and WAS pump Room/Building (IDK)		2				12						14	\$2,202.00
Operations Building		2				12						14	\$2,202.00
Sludge Handling Facilities		2				12						14	\$2,202.00
Plant Drainage Pump Station		2				12						14	\$2,202.00
Model Existing Structure to be DEMOLISHED													
Headworks		2				12						14	\$2,202.00
Aeration tank		2				12						14	\$2,202.00
Chlorine Contact Tank		2				12						14	\$2,202.00
Model PROPOSED structures													
Headworks Building		8				20						28	\$4,720.00
Aeration Tank Structure		8				20						28	\$4,720.00
UV Building		8				20						28	\$4,720.00
Subconsultant Coordination													
Architectural		8		2								10	\$2,230.00
Structural		8		2								10	\$2,230.00
Mechanical / Electrical		8		2								10	\$2,230.00
Controls		2		2								4	\$880.00
30% Cost Estimate		2		8	16		8	16				50	\$8,018.00
30% Internal Review & Address Review Comments	8	8	8	8			8		8			48	\$9,928.00
Construction Feasibility Review			4									4	\$860.00
Issue 30%													
30% DEC Review Meeting		4		4		8	4		8			28	\$4,956.00
		4		4	4		2					14	\$2,750.00

60% Final Design: Production (LS - Standard)													
Finalize Physical Layout of Site & Contours			2			32		24				58	\$10,814.00
Develop Yard Pipe Layout			4			32		24				60	\$11,244.00
Model Yard Piping - REVIT	2				12							14	\$2,202.00
Engage Mechanical, Architectural and Electrical/Controls Eng													
Distribute revised 30% set to M, A, and E/C Consultants	4											4	\$900.00
Finalize int. layout of each bldg with A and M subs	8		8		8							24	\$4,688.00
Engage Structural Engineer with developed REVIT models	4											4	\$900.00
Push concrete repair content to nearly final design	8											8	\$1,800.00
Specs for concrete repair and tank lining	8											8	\$1,800.00
Complete Demolition Drawings - including construction phase													
Headworks			2		4							6	\$1,014.00
Aeration tank			2		4							6	\$1,014.00
Storage Building			2		4							6	\$1,014.00
Chlorine Contact Tank and Disinfection			2		4							6	\$1,014.00
Finalize Hydraulics			4	8								12	\$1,980.00
60% Design Development													
Headworks			8	32	16							56	\$8,536.00
Influent Pump Station			8	32	16							56	\$8,536.00
Biological Process			8	32	16							56	\$8,536.00
Secondary Clarifier & RAS/WAS Pumping			8	32	16							56	\$8,536.00
UV Disinfection			8	32	16							56	\$8,536.00
Chemical Feed Systems			8	32	16							56	\$8,536.00
Sludge Handling Facilities			8	32	16							56	\$8,536.00
Plant Drainage Pump Station			8	32	16							56	\$8,536.00
Plant Water System			8	32	16							56	\$8,536.00
Coordinate Layouts with M & A	4		4		4							12	\$2,344.00
Markup, complete and backcheck drawings			4		16							20	\$3,196.00
Coordinate Control building update with M, A and Controls	4		8		4							16	\$3,204.00
Coordinate Garage update with M, A and Controls	4		4		4							12	\$2,344.00
Markup, complete and backcheck drawing			4		16							20	\$3,196.00
Complete P&ID Drawing			2	4	2							8	\$1,282.00
Complete Process and Instrumentation Specs			12	40								52	\$8,180.00
Complete Div 2 Specs						12	16					28	\$4,468.00
Complete Site Dgn (grading, pipe profiles, roadway, manholes)						8	24	16				48	\$6,888.00
Finalize Yard Pipe Layout			2			8	12	16				38	\$5,902.00
Complete Concrete Repair Doc, Specification and Estimating	8											8	\$1,800.00
Integrate Drawings from Sub-consultants	4				8							12	\$2,068.00
Architectural coordination	12											12	\$2,700.00
Structural coordination	16											16	\$3,600.00
Mechanical / Electrical coordination	12											12	\$2,700.00
Controls coordination	2		16									18	\$3,890.00
Complete Div 0 and 1 Specs	2		4	20								26	\$4,110.00
Receive A, M + E Specifications	4								8			12	\$1,756.00
Receive A, M + E Cost Estimates	2		2									4	\$880.00
Compile 60% Cost Estimate	8		8	20		8	8					52	\$8,984.00
Compile 60% Specification Book	8		8			8				16		40	\$6,952.00
Revise Basis of design			2	8								10	\$1,550.00
60% Internal Review & Address Review Comments	24	8	8	8		8	8		8			72	\$14,696.00
Issue 60%		4		4		8	4		8	8		36	\$5,812.00
Construction Review			24									24	\$5,160.00
60% DEC Review Meeting		4		4	4		2					14	\$2,750.00

90% Final Design: Production (LS - Standard)													
Prepare Step III ESA for DEC review		16										16	\$3,600.00
Complete Step III CWSRF, waiting for 90% design documents		8										8	\$1,800.00
Complete EID / SHPO Work		4			8							12	\$2,020.00
Distribute Final Building models to A + E consultants		1				2						3	\$517.00
90% Design Development													
Headworks				8	12	8						28	\$4,568.00
Influent Pump Station				8	12	8						28	\$4,568.00
Biological Process				8	12	8						28	\$4,568.00
Secondary Clarifier & RAS/WAS Pumping				8	12	8						28	\$4,568.00
UV Disinfection				8	12	8						28	\$4,568.00
Chemical Feed Systems				8	12	8						28	\$4,568.00
Sludge Handling Facilities				8	12	8						28	\$4,568.00
Plant Drainage Pump Station				8	12	8						28	\$4,568.00
Plant Water System				8	12	8						28	\$4,568.00
Complete Control Bldg - Renovations and SCADA coordination				8		8						16	\$2,888.00
Complete Site Dgn (grading, pipe profiles, roadway, manholes)				2			8	24	16			50	\$7,318.00
Integrate Drawings from Sub-consultants / Review		4				4						8	\$1,484.00
Architectural coordination		12										12	\$2,700.00
Structural coordination		16										16	\$3,600.00
Mechanical / Electrical coordination		12										12	\$2,700.00
Controls coordination				8								8	\$1,720.00
Compile Final Cost Estimate		4		4	4		4	4				20	\$3,652.00
Compile 100% Specification Book		8		8			8			16		40	\$6,952.00
Revise Basis of design				2	4							6	\$990.00
90% Internal Review & Address Review Comments	24	8	8	8		8	8		8			72	\$14,696.00
Issue 90% Design		2		4	2	8	4		8	8		36	\$5,642.00
Construction Review			16									16	\$3,440.00
90% DEC Review Meeting		4		4	4		2					14	\$2,750.00

100% Final Design and Issue for BID: (LS - Standard)													
Review DEC Comments				4	4		4					12	\$2,280.00
Integrate Owner/Operator Comments		8		8	8	8	8		8			48	\$8,696.00
Integrate DEC Comments				8	8	8	8		8			40	\$6,896.00
Complete Step III CWSRF		8										8	\$1,800.00
Update Step III ESA (have ready for execution)		8										8	\$1,800.00
Review with A + E consultants		8										8	\$1,800.00
Compile 100% Documents for Final DEC review		8		8			8			16		40	\$6,952.00
Pre-Bid Internal Review & Address Review Comments	8	8	8	8			8		8			48	\$9,928.00
Issue 100% Design for approval to Bid		4		4		4	4	4	4	8		32	\$5,116.00
Receive Approval to Bid from DEC			2									2	\$430.00

PERMITTING (NTE - Standard)															
Dept Public Safety Fire Safety Permit		8			8	2					2		20	\$3,426.00	
Asbestos Lead Control Certification Coordination		8			8	1					2		19	\$3,280.00	
Local Zoning Floodplains Compliance Permit/Signoff		8			8	1					2		19	\$3,280.00	
City Site Plan Approval		8			8	2					2		20	\$3,426.00	
Funding Assistance (NTE - Standard)															
CWSRF Support	2	16		4									22	\$4,910.00	
Coordination with Other Grant Opportunities	2	16		4									22	\$4,910.00	
Public Outreach (NTE - Standard)															
Public Meetings (2)	2	16		16									16	50	\$10,130.00
User Rate Analysis		4		16	40									60	\$9,940.00
Project Website		2		8									60	70	\$12,070.00
Social & Print Media Assistance		2		2									14	18	\$3,190.00
Plant Tours (1)	2	8		8	8								10	36	\$6,740.00
Energy Efficiency Assistance (NTE - Non-Standard)															
Coordination Meetings	4	12			12									28	\$5,280.00
Matrix of Alternatives	2	12			16									30	\$5,390.00
Future Capacity Coordination															
Coordination Meetings - Planning & Zoning	1	6		6	12									25	\$4,545.00
Calculate Projected Wastewater Flows		1		2	12									15	\$2,335.00
Budgetary Plant Upgrades / Future Increased Capacity		1		8	16									25	\$4,185.00
Summary of Findings		1		4	12									17	\$2,765.00
Coordination with Public Outreach / Bond Vote Language	1	2		4	8									15	\$2,655.00

TOTAL LABOR HOURS	88	578	92	632	1184	622	262	156	238	98	46	100	4096	
TOTAL COSTS	\$19,800	\$130,050	\$19,780	\$135,880	\$165,760	\$90,812	\$56,330	\$18,408	\$34,748	\$10,486	\$8,602	\$16,500		\$707,156.00

TOTAL BILLING RATE COSTS	\$707,156
ENGINEERING CONTINGENCY	\$70,716
TOTAL FEE	\$777,872
SUBCONSULTANTS EXPENSES	\$400,950
	\$6,284

TOTAL: \$1,185,105

150 Dow Street Manchester, New Hampshire 03101 - 1227

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

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

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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

THIS IS AN AGREEMENT effective as of [May 6, 2024] (“Effective Date”) between
[Town of Woodstock, Vermont] (“Owner”) and
[Hoyle, Tanner & Associates, Inc.] (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[Woodstock Main Wastewater Treatment Facility (WWTF) Predesign & Final Design] (“Project”).

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

Engineer's services under this Agreement are generally identified as follows: [Engineering Final Design Services]

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.
- B. Engineer shall give prompt written notice to Owner whenever Engineer 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 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 reasonable 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. 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.

5.02 *Designing to Construction Cost Limit – NOT USED*

- 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.

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 professional engineers licensed to practice in Vermont, which services shall be provided in accordance with and subject to the standards for professional conduct applicable thereto. Otherwise, Engineer makes no warranties, express or implied, under this Agreement 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. **Owner is a Vermont municipality subject to the Vermont Public Records Act. All documents produced or acquired by Owner in the course of public agency business may constitute public records subject to the Act.**
- 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 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 **under this Agreement** 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 of Vermont.** ~~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~~ **six** 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 **in the State of Vermont**.
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.

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.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement; **Amendment***

- 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 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.~~
- 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 provided 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 Woodstock, Vermont]

Engineer: [Hoyle, Tanner & Associates, Inc.]

By: []

By: []



Print name: []

Print name: [Jon A. Olin, PE]

Title: []

Title: [Vice President]

Date Signed: []

Date Signed: [5/4/2024]

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

[8262]

State of: [Vermont]

Address for Owner's receipt of notices:

[]

Address for Engineer's receipt of notices:

[125 College St., 4th Floor
Burlington, Vermont 05401]

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

Designated Representative (Paragraph 8.03.A):

[Mr. Jon A. Olin, PE]

Title: [Vice President]

Phone Number: [802-489-7364]

E-Mail Address: [jolin@hoyletanner.com]

This is **EXHIBIT A**, consisting of [22] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

Engineer's Services

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 - **NOT USED**

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: [] **[List the specific potential solutions here.]**~~
 - ~~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.~~
 - ~~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.~~
- ~~2.—Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3.—Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4.—Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5.—Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For 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.~~
- ~~9. Engineer's recommended solution(s). For 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.~~
- ~~10. 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.~~
- ~~11. 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.~~
- ~~12. When mutually agreed, 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."~~
- ~~13. onstruction, 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."~~
- ~~14. 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.~~

- ~~15. 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.~~
 - ~~16. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
 - ~~17. Perform or provide the following other Study and Report Phase tasks or deliverables:
[] **[List any such tasks or deliverables here.]**~~
 - ~~18. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~19. 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 [] days of receipt of Owner'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 - **NOT USED***

- ~~A. After acceptance by Owner 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:~~
- ~~B. res 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:~~
- ~~C. 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:

~~D. able 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 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. d, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~5. , then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~6. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~7. 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.~~
- ~~8. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~9. 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.~~
- ~~10. 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.~~

~~11. Perform or provide the following other Preliminary Design Phase tasks or deliverables:~~

~~[Reference Exhibit J]~~

~~12. Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [] days of authorization to proceed with this phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

~~13. 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 [] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [] days after receipt of Owner's comments.~~

~~E. 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:
[Reference Exhibit J.]
 10. Furnish for review by Owner, its legal counsel, and other advisors 1 hardcopy and 1 electronic copy 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 [800] 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.
 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 1 hardcopy and 1 electronic final copy of such documents to Owner within [50] days after receipt of Owner's comments and instructions.
- 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.
- ~~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~~

Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.

~~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. ed 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.~~

~~E. quence 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.~~

~~F. ch 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.~~

~~G. e 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.~~

~~H. 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 []. 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* – **NOT USED**

~~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. ng-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.~~

- ~~3. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~
- ~~4. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~
- ~~5. Consult with Owner as to the qualifications of prospective contractors.~~
- ~~6. 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.~~
- ~~7. 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.~~
- ~~8. 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.~~
- ~~9. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
- ~~10. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [] **[List any such tasks or deliverables here.]**~~

~~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 – **NOT USED**

~~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. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***~~
- ~~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 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.—~~
- ~~7.—*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.~~
- ~~8.—*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.~~
- ~~9.—*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.~~
- ~~10.—*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. ~~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.~~
- c. ~~ement 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.~~
- d. ~~the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
- e. ~~he progress of the Work.~~
- f. ~~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~~

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

~~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.~~

~~g. 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.~~

~~h. 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.~~

~~i. d 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.~~

~~j. 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.~~

~~k. of the Work, in accordance with the Construction Contract Documents.~~

~~l. ce with the Construction Contract Documents.~~

~~11. *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.~~

~~12. *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.~~

~~13. *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.~~

~~14. tract Documents.~~

~~15. *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.~~

~~16. ill not provide a decision or interpretation.~~

~~17. ion or interpretation.~~

~~18. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~

~~19. *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.~~

- ~~20. *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.~~
- ~~21. *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, 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.~~
- ~~22. *Inspections and Tests:* 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.~~
- ~~23. *Inspections and Tests:* 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.~~
- ~~24. *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.~~
- ~~25. *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. Engineer shall be entitled to rely on the results of such inspections and tests.~~
 - ~~c. Engineer shall be entitled to rely on the results of such inspections and tests.~~
 - ~~d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~
 - ~~e. 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.~~
- ~~26. *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.

~~27. eptability 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.~~

~~28. ther 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.~~

~~29. *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. he 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).~~

- ~~c. 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).~~
- ~~d. h 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).~~
- ~~e. yment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~
- ~~f. 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.~~
- ~~g. he 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,~~

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~~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.~~

~~h. r'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.~~

~~i. 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.~~

~~j. 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.~~

~~k. t should be paid.~~

~~30. 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.~~

~~31. 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.~~

~~32. 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.~~

- ~~33. *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.~~
- ~~34. wner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~
- ~~35. ining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~
- ~~36. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [] **[List any such tasks or deliverables here.]**~~
- ~~37. *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, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~
- ~~38. neer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~
- ~~39. and based on the extent of the services provided by Engineer under this Agreement.~~
- ~~40. *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.~~
- ~~41. with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~
- ~~42. r 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.~~

~~C. led 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.~~

~~D. 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* – **NOT USED**

~~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. 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.~~

~~4. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[] **[List any such tasks or deliverables here.]**~~

~~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; 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.
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.

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.
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 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).

Exhibit A – Engineer's Services

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

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 – NOT USED*

- ~~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.~~
- ~~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.~~
 - ~~3. proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~

- ~~4.~~
- ~~5. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~6. 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.~~
- ~~7. tion of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
- ~~8. 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.~~
- ~~9. 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.~~
- ~~10. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~11. 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 [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

Owner's Responsibilities

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 reasonably 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 reasonable and timely 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 may generally include the following:
 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 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: [REDACTED]

This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

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

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 \$[1,185,300] based on the following estimated distribution of compensation:

- | | |
|----------------------------------|-----------------|
| a. Study and Report Phase | \$[0] |
| b. Preliminary Design Phase | \$[0] |
| c. Final Design Phase | \$[1,185,300] |
| d. Bidding and Negotiating Phase | \$[0] |
| e. Construction Phase | \$[0] |
| f. Post-Construction Phase | \$[0] |

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.

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 [800] days. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT C**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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) – Standard Hourly Rates 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. 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 services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$[101,700] based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[0]
b. Preliminary Design Phase	\$[0]
c. Final Design Phase	\$[101,700]
d. Bidding or Negotiating Phase	\$[0]
e. Construction Phase	\$[0]
f. Post-Construction Phase	\$[0]

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [September 15th each calendar year]) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: 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.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.05].

C2.03 *Other Provisions Concerning Payment*

- A. 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 [1.10].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. 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.

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

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.
- 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 [1.05].
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [February 1 each calendar year]) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
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 [1.10].

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

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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.

This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

Reimbursable Expenses Schedule

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:

8"x11" Copies/Impressions	at cost
Copies of Drawings	at cost
Mileage (auto)	\$ [0.67]/mile
Air Transportation	at cost
CAD Charge	\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

Standard Hourly Rates Schedule

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:

Reference Attached 2024 Hoyle Tanner Rate Sheet

BILLING RATES AND CHARGES

(Company Confidential)

March 3, 2024

The following charge rates represent all Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) overhead, taxes and profit, including rent, office overhead and accounting, social security, unemployment taxes, workers' compensation, liability insurance, as well as direct and fringe benefit compensation. The present charge rates for the different classifications of employees are as indicated below.

<u>Classification</u>	<u>Rate/Hr.</u>	<u>Classification</u>	<u>Rate/Hr.</u>
Principal Engineer	260.00	CADD Tech Manager	147.00
Senior Technical Engineer	215.00	Senior CADD Designer	146.00
Technical Engineer	150.00	Senior CADD Technician	120.00
Senior Project Engineer	170.00	CADD Designer	118.00
Project Engineer	140.00	CADD Technician	113.00
Staff Engineer	128.00	Senior Construction Technician	158.00
Engineer	118.00	Construction Technician	112.00
Senior Project Manager	225.00	Technician	75.00
Project Manager	185.00	Senior Planner	175.00
Senior Resident Project Representative	167.00	Planner	105.00
Resident Project Representative	135.00	Senior Administrative Professional	215.00
Senior Resident Engineer	135.00	Administrative Professional	150.00
Resident Engineer	110.00	Senior Project Assistant	117.00
Senior Environmental Coordinator	187.00	Project Assistant	107.00
Environmental Coordinator	118.00	Principal Surveyor	169.00
Public Outreach Coordinator	165.00	Survey Project Manager	140.00
Land Acquisition Specialist	120.00	Survey Technician	110.00

The above-quoted hourly rates are subject to adjustment under the following conditions:

1. Overtime wages paid to hourly employees at the specific request of the client, due to the Client's scheduling requirements.
2. Escalation in wages and salary costs due to normal "cost of living" increases, and merit raises due to increase in staff experience (annual review).
3. Litigation - Fees for court preparation, depositions, pretrial conferences and in court non-testimony time will be billed at two (2) times the normal billing rate. Fees for in-court testimony will be billed at three (3) times the normal billing rate.

REIMBURSABLE EXPENSES - Reimbursable expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals, lodging for travel, telephone, fax, postage, overnight deliveries, courier services, equipment rental, photographs and video supplies, testing and laboratory services, permit and other license fees, professional services, sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes. These expenses will be billed at cost plus a service charge of ten percent (10%), unless agreed to otherwise.

OUTSIDE CONSULTANTS - Hoyle Tanner engages the specialized services of individual consultants or other companies to participate in a project, when considered necessary. The cost of outside consultants will be billed at cost plus an administration charge of ten percent (10%), unless agreed to otherwise.

The billing rates and charges provided above are considered by Hoyle Tanner to be company confidential. This information, which you have requested, is being provided to you, the Client, for your consideration. You, the Client, agree that this information shall not be reproduced, divulged, or transmitted to other parties in any manner, in whole or in part, without the express written permission of Hoyle Tanner.

Approved: 
 Christopher R. Mullenavey, P.E.
 President/CEO

Date: March 3, 2024

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

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): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[10,000,000]
 - 2) General Aggregate: \$[10,000,000]
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
 - f. Professional Liability --
 - 1) Each Claim Made \$[5,000,000]
 - 2) Annual Aggregate \$[5,000,000]
2. By Owner:
- a. Workers' Compensation: Statutory
 - b. Employer's Liability --

Exhibit G – Insurance.

- 1) Bodily injury, Each Accident \$[500,000]
- 2) Bodily injury by Disease, Each Employee \$[500,000]
- 3) Bodily injury/Disease, Aggregate \$[500,000]

c. General Liability --

- 1) General Aggregate: \$[2,000,000]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[10,000,000]
- 2) General Aggregate: \$[10,000,000]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[1,000,000]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner’s general liability policies of insurance as additional insureds:

- a. Hoyle, Tanner & Associates, Inc
Engineer
- b. Hallam ICS
Engineer’s Consultant
- c. Vermont Survey and Engineering, Inc.
Engineer’s Consultant
- d. Engineering Ventures
Engineer’s Consultant
- e. GVV Architects Inc.
Engineer’s Consultant
- f. Sanborn Head & Associates, Inc.
Engineer’s Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability policies of insurance.

3. The Owner shall be listed on Engineer’s general liability policy as provided in Paragraph 6.05.A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Ames & Gough) and INSURED (Hoyle, Tanner & Associates, Inc.). Includes contact information, phone/fax numbers, and insurer details (Continental Casualty Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All Coverages are in accordance with the policy terms and conditions.

RE: Engineering Final Design Services - Woodstock Main WWTF Step II
30 Day Notice of Cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Town of Woodstock, Vermont) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized representative: Jared Maxwell).

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

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 a mutually agreed upon mediator or mediation service. 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, unless the parties mutually agree to extend the period for mediation. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to another Dispute resolution process of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the total compensation received by Engineer under this Agreement.

- A. *Indemnification by Owner:* 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 and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage 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 directly caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of [15] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

Special Provisions

Paragraph(s) [A1.03 A.9.] of the Agreement is/are amended to include the following agreement(s) of the parties:

Exhibit J

Scope of Services

Woodstock Main WWTF Upgrade – Step II Predesign and Final Design

Background

To address effluent permit requirements, age-related needs and redundancy requirements, an upgrade of the **Woodstock Main WWTF** is proposed. The following summarizes the elements of the recommended project as identified in the Preliminary Engineering Report:

Liquid Stream

Screening:

- 18” Influent sewer
- 12-inch wide x 11.25-foot deep influent channel
- 30-inch wide x 11.25-foot deep channel at screen
- Center flow screen with 3 mm (1/8-inch) perforated UHMWPE openings
 - Stainless steel construction
 - 0.75 HP explosion proof drive motor
 - Ultrasonic level sensors
 - Float switches
 - Spray wash system with explosion proof solenoid valves
 - Plant water filter/strainer
 - Wash water pressure gauges
 - Main control panel
 - Local control station
- Wash Compactor
 - Stainless steel construction
 - 1.5 HP explosion proof drive motor
 - Spray wash system with explosion proof solenoid valves
 - Discharge chute to common screenings/grit dumpster
- By-pass channel with manual bar rack

Exhibit J - Special Provisions.

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

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Page 1

- 18-inch wide screening effluent channel to grit removal system
- Headworks Building rated for Class 1, Division I hazardous space, with a separate unclassified Electrical Room.
- Ventilation provided for compliance with current NFPA 820 requirements.

Grit Removal:

- Grit removal influent channel
- Grit removal system
 - Concrete grit chamber
 - Motor driven paddle assembly with integral air and water scour
 - Grit Pump
- Grit Classifier
 - Stainless Steel Construction
 - Grit cyclone separator
 - Grit classifier hopper
 - Grit screw conveyor
- Control Panel

Influent Pumping:

- Replacement of existing two (2) influent pumps with three (3) dry pit submersible pumps
- New variable frequency drives
- New suction and discharge valves
- New magnetic flow meter on pump discharge header
- New level control system in pump wet well
- New pump force main to new biological process

Biological Process:

- Construction of new aeration tanks that include two trains of anoxic, potential anaerobic and aerobic zones
- Reconfiguration of splitter box
- Two (2) 25 HP Blowers
- Fine Bubble Membrane Diffusers
- Mixing in anaerobic/anoxic tankage

Chemical Feed and Storage Facilities for Phosphorus Removal:

- Chemical yard piping to dosing points
- Rehabilitation of the existing chlor/dechlor storage and feed rooms including:
 - Demolition of existing disinfection equipment, storage tanks, interior components, and interior wall
 - New overhead doors and concrete containment area
 - Replacement of HVAC, plumbing, and electrical systems

- New emergency eye wash and shower
- New paint, coatings, and finishes
- New coagulant storage tanks
 - Two (2) 1000-gallon cross-linked HDPE tanks
 - Level detection system
- New chemical feed skid
 - Triplex pump skid with three (3) peristaltic pumps
- New chemical feed piping and valves

Secondary Clarification:

- Concrete repair of two (2) existing tanks
- Replacement of two (2) existing Spiraflo Clarifier components:
 - Drive assembly
 - Inlet trough
 - Effluent weir
 - Access Bridge
 - Scraper assembly
 - Surface skimmer assembly and scum box
- Scum Boxes
 - Replacement of scum pit level indicators
 - Hard-pipe scum pits to WAS pump
- Clarifier House Refurbishment
 - New above-grade Electrical Room Addition (approximately 200 sq. ft.)
 - Concrete repair of top slab/roof
 - Replacement of equipment access hatch
 - Replacement of electrical and HVAC
 - Replacement of spiral staircase

RAS and WAS Pumping:

- RAS Pumps
 - Two (2) new RAS pumps
 - New VFDs
 - New suction and discharge check and isolation valves
 - New magnetic flow meter
 - New RAS force main to new biological process
- WAS Pumps
 - Two (2) new WAS pumps
 - New suction and discharge check and isolation valves
 - New magnetic flow meter
 - New WAS force main to sludge holding tanks

- New suction lines to existing scum boxes

Disinfection:

- Concrete channel with:
 - 36'-6" length x 12" width x 54" depth
 - Module Support Rack
 - Level Control Weir
- Three (3) UV Banks, each containing:
 - 3 Type 316 stainless steel modules
 - 6 UV low pressure lamps/module
- Automatic chemical/mechanical cleaning system
- Monitoring system for indication of UV intensity, lamp age, and alarms
- Remote indication of UV intensity
- Remote indication of low UV intensity alarm
- Maintenance module cleaning rack
- Davit crane for UV module lifting
- Effluent Flow Measurement
 - Level control weir
 - Ultrasonic level indicator
- Effluent automatic sampler

Effluent Flow Measurement:

- New concrete effluent channel
 - Width x length to be determined based on control device selected
 - Location: downstream of disinfection alternative selected
- Effluent flow measurement:
 - 90° v-notch weir, or
 - 6" Parshall flume
- Ultrasonic level detector

Chemical Feed and Storage System for pH Adjustment:

- Chemical Room at New Headworks Building to house chemical storage drums and feed equipment.
 - Spill drum pallets for storage of 55-gallon drum of pH adjustment chemicals with containment sized to contain 125% of design volumes.
 - Emergency eyewash and shower.
- Chemical Feed
 - Shelf-mounted positive displacement chemical feed pumps
 - 2 (1 duty, 1 standby)

Plant Water:

- One (1) pump skid consisting of
 - Two (2) variable speed vertical turbine pumps, 7.5 hp each
 - Design capacity 50-100 gpm @ 70psi pressure setpoint
- One (1) control panel with integral VFDs

- Climate controlled housing for pump skid, motors, control panel, and stilling well access
- 4,000-gallon capacity precast concrete stilling well
 - Level control system

Solids Stream

Sludge Holding Facilities:

- New floating decanters for each storage tank
- New polymer feed skid-mounted system
- Replacement of diffusers with new coarse bubble diffusers
- Process piping modifications and valve replacements
- Electrical and instrumentation upgrades

Building/Site

Control Building:

- Separate lab from office space
- Insulate and paint interior of existing buuilding
- Replace HVAC
- New interior and exterior paint

Plant Drainage Pump Station

- Raised invert of wet well
- Concrete repair
- New grating
- New trash baskets and lifting mechanisms
- New metal components inside wet well
- Two (2) vertical turbine, high-flow pumps
- New level control system
- New process valves
- New weatherproof superstructure
- New 12” discharge force main

Site

- New security fence and entrance gate
- New HVAC system in Maintenance Garage
- New yard hydrants
- New site lighting
- New yard process, plant water, and chemical piping where needed
- New electrical and instrumentation conduit and wire where needed
- New pavement
- Site restoration and landscaping

1. Pre-Design Services

1.1. Basis for Final Design

- Amendment of the Woodstock Main WWTF (WMF) NPDES Discharge Permit is not required since this project will not increase the permitted flow, however, submittal of the Basis for Final Design in the Wastewater Program format is required.
- The Basis for Final Design document will be prepared for review and approval.
- One (1) meeting with Vermont DEC-WID is included.

1.2. Environmental Report

Conduct field investigations, resource map reviews, and site observations. Complete the Vermont DEC WID Environmental Information Document and Environmental Report. The Environmental Report will include the following information:

- Project Need
- Project Purpose
- Description of Project Scope and Design (as detailed in the PER)
- Environmental Justice Considerations (impacts to a sensitive population)
- Cultural, Historic, and Archaeological Resources Present
- Land Use (planning, zoning, historic use)
- Intergovernmental Review of Federal Programs
- Wetlands, Floodplains, Coastal Zones, Wild & Scenic Rivers (potential impacts)
- Fish and Wildlife and Endangered Species (potential Impacts)
- Drinking Water & Groundwater Quality (potential impacts)
- Air Quality, Noise and Emissions (potential impacts)
- NEPA Related Considerations
- Mitigation Measures and/or Alternative Plans of Action

Hoyle Tanner will prepare the report and submit to VTDEC WID for their review and concurrence. We anticipate one, 2-hr. meeting to coordinate with DEC/ANR staff while completing the Environmental Review.

1.3. Wetland Classification and Delineation Services

Wetland delineations and documentation. Delineation to be completed according to the methodology from the 1987 Army Corps of Engineers Wetland Delineation Manual and 2012 Regional Supplement. The wetland boundary will be marked by a line of sequentially numbered WETLAND DELINEATION flags for

survey and mapping by others. Field notes will be taken sufficient for documentation of the delineation and for assessment of wetland values & functions as required for a Vermont Wetland Permit.

Documentation will include completion of Army Corps of Engineers Wetland Determination Data Forms and letter report, and submission to State of Vermont District Wetland Ecologist for concurrence.

1.4. Survey

Survey consultant will perform the topographic survey for this project in accordance with the HTA Survey Scope of Services and delineated on the attached sketch. It is assumed that facility operators will assist with access to sanitary structures, and with obtaining invert elevations/pipe diameters in those structures. All surveying activities will be conducted under the direction and supervision of a Vermont Licensed Land Surveyor. The survey will be expressed in U.S. Survey Feet, referenced vertically to NAVD 88, and horizontally to NAD 83 SPC (4400 VT).

1.5. Archaeological Resource Assessment

The Archaeological Resource Assessment will entail the following tasks:

- Compile project information including the project size, location, and description of proposed undertaking.
- Review environmental information including soils, bedrock geology, topography, and hydrology.
- Conduct a site visit to observe and photograph existing conditions, present land use, and any evidence of prior soil disturbance.
- Consult the Vermont Division for Historic Preservation's Online Resource Center (ORC) to identify known archeological sites, previous archeological surveys, and National Register listed and eligible properties and districts in the vicinity of the APE.
- Examine historical maps and provide an interpretation of potential historic resources.
- Photograph structures within the APE.
- Assess the archeological sensitivity and potential and provide recommendations regarding Phase IB testing.

The report will be prepared according to the Guidelines for Conducting Archeology in Vermont (2017). As appropriate, the report will contain text, tables, color maps and photographs. Hartgen will provide a PDF version of the draft report for the client's review. The client will compile and submit all comments to Hartgen in a single submission. Hartgen will address one round of comments, making revisions to the report as appropriate. Hartgen will issue one hard copy and one PDF copy of the final report.

1.6. Explorations and Geotechnical Engineering Service

Geotechnical Engineer will coordinate an exploration program consisting of test borings, perform soils laboratory testing and make a geotechnical evaluation of the subsurface findings relative to the foundation and earthwork associated with the proposed structures. Findings will be presented in a written report.

Exploration & Testing: Based on our understanding of the proposed construction and the anticipated soil conditions, we plan to complete exploration as required by the Geotechnical Engineer to complete their report and provide required data listed below.

The soils in the test borings will be sampled at 2- to 5-foot intervals using a split-spoon sampler and Standard Penetration Test (SPT) methods. If softer clays are encountered, Shelby Tube sampling will be attempted for lab sampling, and in-situ Vane Shear Tests will be performed to assess in-situ soil strength. S.W. Cole will observe and log the explorations.

Geotechnical Engineer will pre-mark the site and notify Dig Safe to mark-out member utilities, using a dimensioned plan identifying the type and location of underground utilities and/or other manmade objects beneath the site. The Geotechnical Engineer will engage a private utility locator to locate underground utilities and/or other manmade objects in the immediate vicinity of proposed subsurface explorations. Neither Hoyle Tanner nor its subcontractors shall be responsible for any loss arising from damage to or contact with buried utilities and/or other manmade objects that were not brought to the attention of Hoyle Tanner and Geotechnical Engineer prior to commencement of Geotechnical Engineer's exploration program.

Soil samples obtained from the explorations will be returned to Geotechnical Engineer's laboratory for testing. Laboratory testing may include gradations, Atterberg Limits, moisture contents and organic contents as needed to assist with classification.

Geotechnical Analysis & Report: Following the subsurface exploration program and as pertinent design information becomes available, Geotechnical Engineer will evaluate the subsurface findings relative to foundation support of the proposed structures and outfall piping. Findings will be presented in a written geotechnical report including:

- Summary of Subsurface Conditions (Soil, Bedrock as encountered & Groundwater)
- Excavation and Dewatering Considerations
- Recommendations for Site and Subgrade Preparation
- Geotechnical Parameters for Shallow Foundations as appropriate
 - Frost Depth
 - Allowable Soil Bearing Capacity
 - Subgrade Modulus
 - Base Friction Factor
 - Estimated Post-Construction Settlement
 - Lateral Earth Pressures
 - Recommendations for Foundation Drainage
- Recommendations for Ground Improvement, if necessary
- Recommendations for Pile Foundations, if necessary
- Seismic Site Classification (IBC 2015, N-Value Method)
- Recommendations for Lateral Earth Pressure Coefficients
- Recommendations for Fill, Backfill and Compaction
- Suitability for Re-Use of Site Soils

An exploration location plan (base plan provided by Hoyle Tanner), logs of the exploration and laboratory test results will be attached to the geotechnical report, which will be provided in reproducible portable document file (pdf) format.

Geotechnical Engineer's scope of work does not include:

- one-dimensional consolidation, Atterberg Limits testing and consolidation-related settlement evaluation, if soft cohesive soils are encountered

2. Basic Services – Final Design

2.1. Preparation of Final Design Plans and Specifications

The Engineer will make engineering investigations as necessary and will compile data as required for the design and drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for constructing the project. Specific tasks include final design, detailed construction drawings, specifications, and contract forms complete and ready for construction bids for the proposed wastewater treatment facility upgrade specified in the above background provided.

The project shall be as approximately shown in the report entitled Preliminary Engineering Report dated January 30, 2023, as prepared by Hoyle, Tanner & Associates. A detailed description of the Recommended Project is provided in the above background information. This design shall include the following:

- Use of existing designs, maps, soil borings, and other available information to the maximum extent feasible.
- The technical specifications will be supplemented with the DEC required “front-end” documents to make a set of construction contract documents suitable for public bidding purposes which may include:
 - Advertisement for Bids
 - Information for Bidders
 - Bid Form
 - Contract Form
 - General and Supplemental General Conditions
 - Special Conditions
 - Technical Specifications

For the 30%, 60%, and 90% design review drafts, the sets of construction drawings, specifications, and the contract documents shall be provided by the Engineer as follows:

- One (1) copy and PDF copy for the Owner
- One (1) copy and PDF copy for review agencies

For the final design plans, contract documents and specifications (construction set) the Engineer will provide the following in addition to two (2) Owner’s copies:

- One (1) copy and PDF copy to the DEC

2.2. Engineer’s Opinion of Probable Construction Cost

An opinion of probable construction cost and total project cost, based upon completed final drawings and specifications, will be furnished to the Owner and review agencies.

2.3. Preparation of Construction Phase Schedule

A general schedule for the construction phase of the project will be furnished to the Owner and review agency. This schedule shall identify the following for which the construction contract work duration (continuous calendar days) is based:

- Execution of the Notice to Proceed
- Field work commencement
- Field work seasonal stoppage/start-up (if applicable)
- Substantial and/or Final Completion of Work

2.4. Design Meetings

The Engineer will meet at reasonable and customary intervals to provide a close liaison with the Owner, the State of Vermont Department of Environmental Conservation (VTDEC) and other recognized authorities having jurisdiction regarding the engineering phases of the project.

- Kick-off meeting
- 30% review meeting
- 60% review meeting
- 90% review meeting

2.5. Structural Sub-Consultant's Scope of Services

- Specifications for the Structural elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Site visits to assess existing conditions.
- Structural design and detailing for new and existing structures including:
 - New Headworks Building with Chemical Storage including:
 - Grit Removal and Fine Screen Channels
 - Chemical Containment structures
 - New Aeration Tanks with multiple cells and 2 train redundancy
 - Refurbish splitter box to direct flow to new tanks
 - Rehabilitate Chlor/ De-Chlor Storage and Feed Rooms
 - Rehabilitate Existing Secondary Clarifiers
 - Concrete Assessment and Repair
 - Concrete Lining if recommended
 - Renovate and Expand Clarifier Control room including:
 - Repair roof
 - Replace Stairs
 - Design an addition of 200sf +/-.
 - New UV Disinfection Building including:
 - UV Channel
 - Effluent Flow Channel
 - New shelter for Plant Water wet well
 - Renovate Existing Control Building
 - New interior walls
 - Insulate exterior walls
 - Evaluate insulation at roof level
 - Drainage Pump Station
 - Repair concrete and waterproof structure
 - New Grating

2.6. Architectural Sub-Consultant's Scope of Services

- Specifications for the Architectural elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Site visits to assess existing conditions and develop code review.
- Code review for new and existing structures.
- Building envelope design and detailing for new and existing structures including:
 - New Headworks and Chemical Storage Building.
 - Secondary Clarifier Control Room.
 - New UV Disinfection Building.
 - Renovations to the existing Control Building.

2.7. Mechanical /Sub-Consultant's Scope of Services

- Specifications for the Mechanical elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Site visits to assess existing conditions and develop code review.
- Code review for new and existing systems.
- Mechanical design and detailing for new and existing structures including:
 - New Headworks Building with Chemical Storage including:
 - Heating and NFPA 820 compliant ventilation systems
 -
 - Rehabilitate Chlor/ De-Chlor Storage and Feed Rooms including:
 - HVAC and Plumbing
 - Renovate and Expand Clarifier Control room
 - New UV Disinfection Building including HVAC and Plumbing
 - New shelter for Plant Water wet well including HVAC and Plumbing
 - Renovate Existing Control Building including new HVAC and plumbing

2.8. Electrical Sub-Consultant's Scope of Services

- Specifications for the Electrical elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Site visits to assess existing conditions and develop code review.
- Code review for new and existing systems.
- Electrical design and detailing for new and existing systems including:
 - Sludge Pumping: Provide a new 208/120V electrical panel to serve the building lighting, receptacles, heating, and ventilation equipment. The panel could supply the RAS/WAS pump VFDs if suitable space is created to locate this type of equipment at the clarifier structure.
 - New Headworks Building: Provide a 208/120V panel and surge protector.
 - Existing Electrical Panels: Replace older panels from the original construction.
 - Surge Protection: Install surge protection devices at the power feed to each building and structure. Install surge protection on all outdoor instrumentation.
 - Replace existing wiring devices such as lighting switches and receptacles. This will provide an opportunity to inspect the branch circuits for proper grounding and replace worn out devices. Generally, the wiring itself could remain and be reused unless specific problems are identified.
 - Replace corroded metal fasteners and electrical supports with stainless steel.
- Lighting design and detailing for new and existing systems including:
 - Replace all interior lighting with LED type.
 - Provide interior lighting controls including dimming and occupancy sensing as appropriate for each location.
 - Install battery powered exit and emergency lights at all locations.
 - Install flood lighting at aeration tank and clarifier bridges. Two head LED floods with photoelectric and motion sensors, mounted to a 1" conduit mast, is recommended as an economical alternative to large industrial flood lights.
 - Install wall mounted exterior lighting fixtures with photoelectric and motion sensors at each building entrance. Each light should have a switch inside the door that disables the

automatic photo control. Lights that are switched off do not come on automatically at dusk unless motion is detected.

- Retain the existing pole mounted site lighting but replace the underground wiring.
- Replacement of the existing T5 fluorescent lighting in the Maintenance Garage to LED could be bid as a cost saving alternate.
- Communications, Fire, Security and Protection design and detailing for new and existing systems including:
 - Install underground conduits between the buildings for telephone and data communications wiring.
 - Install a security alarm system with fire detection at the Operations Building. This location has the highest risk for burglary and fire.
 - Install a UL certified lightning protection system at process buildings including the Operations, Headworks, Blower/Generator buildings for compliance with NFPA 820 and to provide additional protection from lightning induced surges.
 - The system should consist of roof mounted air terminals and a buried copper ground ring around the perimeter of the building.

2.9. Instrumentation and Control Sub-Consultant's Scope of Services

- Specifications for the Controls elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Controls design and detailing for new and existing systems including:
 - Replace the intermediate wastewater pump VFDs. Provide separate enclosures for each VFD to facilitate servicing.
 - Replace the RAS/WAS pump VFDs. Provide separate enclosures for each VFD to facilitate servicing.
 - Replace the existing sludge blower starters with VFDs.
 - Retain existing MCC motor starters at the Operations Building. Upgrade components as required.
 - Install new standalone motor starters for process and building mechanical equipment where it's required.
 - Provide a new PLC/SCADA system. The new system should be comprised of new PLCs at each building that are connected by a fiber optic network.
 - Each PLC control panel should have a door mounted operator display panel for local viewing of process information.
 - Install a SCADA computer workstation in the Operators office with a desktop PC, LED monitor, and laser printer. The SCADA software shall provide status and alarm reporting, permit Operator entry of adjustable setpoints, and have remote access and alarming capabilities.
 - Internet connections should be provided with firewalls and virus protection. Two factor authentication should be used to control remote access.
 - Install a backup means to communicate the most critical PLC generated plant alarms off site in the event of an internet failure. Relay outputs from the PLC system should be wired directly to a cellular based alarm panel (Mission Communications), or an automatic telephone dialer.
 - Interface between the PLC system and control panels supplied by process equipment manufacturers should be hardwired I/O. Network connections to vendor supplied

systems increases the risk of cyberattacks. They also require additional programming coordination between the two systems and can be a source of failure.

3. Special Services

3.1. Permitting Assistance

A Department of Environmental Conservation & Natural Resources Board Project Review Sheet will be requested upon completion of the Environmental Information Document. A not to exceed budget has been identified for this task. The following permits are assumed to be required and are included in this scope of work:

- Department of Public Safety: The permit application will be prepared and submitted to obtain a State Construction Permit from the Division of Fire Safety.
- Coordination of the Asbestos Lead Control Certification. Note, the Owner will contract services for asbestos and lead paint testing. Hoyle Tanner will assist the Owner in coordination with the testing company. The Certification shall be provided by the Owner-procured testing company.
- Local Zoning Permit or Sign Off for Floodplains: review local zoning requirements for floodplains and demonstrate compliance for the proposed project.
- Town zoning approval for the new Buildings and site plan approval may be required. The applications and exhibits will be prepared and submitted to the Town Planning and Zoning Department for review and approval.

3.2. Funding Assistance

Provide assistance and coordination with funding agencies and with potential applications to new funding sources. A not to exceed budget has been identified for this task.

- Assist with applications for low interest loan and grant funding through the VT DEC CWSRF program.
- Hoyle Tanner will coordinate with the Owner if other funding opportunities become available and adjust the not to exceed budget to a mutually agreed amount accordingly.

3.3. Public Outreach

Hoyle Tanner will assist the Owner with Public Outreach, Project Education, and information sharing in advance of the Town bond vote. A not to exceed budget has been identified for this task with services to be provided generally as outlined below:

- Participate and Lead Public Meetings and project presentation. It is anticipated that up to 2 meetings will be held for this project – in person at Woodstock Town Offices
- User Rate Analysis - Evaluate impacts of project cost to general tax rate and system user rate for bonding the recommended project.
- Create and maintain a Project Website through the Bond Vote. This website will be the Town's property with an opportunity to continue the website through the project design and construction phases.
- Assist with Social and Print Media.
- Guide Woodstock WWTF Plant tours. One plant tour has been included in the proposed fee. The plant tour will be open to the public with a registration up to a number of attendees approved by the Town. The tour may be recorded and posted on the Project Website.

3.4. Energy Efficiency Assistance

Hoyle Tanner will assist the Owner with potential plant energy efficiency opportunities including identifying design, construction and long-term maintenance/operations impacts. A not to exceed budget has been identified for this task.

3.5. Future Capacity Coordination

Hoyle Tanner will work with the Town Planning & Zoning Department on growth projections and the necessary improvements at the wastewater treatment facility to support increased capacity. It is understood this infrastructure will not be included in this design project, but the cost estimates may be utilized in the bonded amount to allow for future upgrades. This scope includes:

- Coordination Meetings with Planning & Zoning (3 meetings assumed). Town Planning & Zoning will be responsible for identifying 5 to 20-yr growth plan including number of units and type of development for the purposes of wastewater flow calculations. Hoyle Tanner will assist in identifying key criteria through coordination meetings.
- Calculate Projected Wastewater Flows – Based on planning and zoning coordination we will calculate the projected wastewater flows from potential development and calculate the associated WWTF design capacity.
- Budgetary Plant Upgrades – Our team will assess the major components of the plant upgrades that would be necessary for the increased capacity to support future growth. We will prepare a cost estimate and projected increases based on ENR cost indexes and the estimated year of installation.
- Summary of Findings – Our team will prepare a brief technical memo with a summary of plant upgrades (beyond the current design) and supporting cost information.
- Coordination with Public Outreach / Bond Vote – Our team will incorporate the findings as deemed appropriate by the Owner into the Public Outreach to support voter understanding and consideration prior to bond vote.

4. Work Not Included in Scope

The following tasks are not included in the scope of work and could be provided as “additional services”, if necessary, via future addendum:

- Act 250 Permitting;
- Stream Alteration Permitting;
- Permitting assistance beyond tasks identified in the scope of work;
- Design of additional project elements not identified in the recommended project as outlined in the Preliminary Engineering Report.
- Construction Phase Engineering, including bid phase services, construction administration, construction inspection.

Owner Responsibilities

Your responsibilities under this agreement shall include:

- Provide all reasonably available information as to the project requirements.

- Provide reasonable access to the site.
- Designate a contact person who can act with the Owner's authority regarding this project.
- Complete careful, timely Deliverables reviews and provide comments during Deliverable meetings.
- Attend critical meetings with the State and funding agencies if needed.

END OF EXHIBIT J

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [5/6/2024].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Woodstock Main WWTF Upgrade
 PROJECT LOCATION: Town of Woodstock, VT
 APPLICANT & LOAN/GRANT NUMBER: TBD

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 EJDCD 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)
1. Step 0 – Feasibility Study	n/a	LS/NTE
2. Step I – Preliminary Engineering	n/a	
a. Preliminary Engineering Report Services	n/a	LS/NTE
b. Environmental Information Document Services	n/a	LS/NTE
c. Additional Services included in Step I (include additional lines and itemize each item separately)	n/a	LS/NTE
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents	\$22,100	<u>LS/NTE</u>
b. Survey	\$10,500	<u>LS/NTE</u>
c. Wetlands Delineation	\$2,800	<u>LS/NTE</u>
d. Geotechnical	\$34,700	<u>LS/NTE</u>
e. ARA	\$5,500	<u>LS/NTE</u>
f. EID / Environmental Report	\$11,600	<u>LS/NTE</u>
g. Biological Process Pre-Procurement	\$17,500	
h. Final Design Basic Services Plans & Specs	\$631,300	<u>LS/NTE</u>
i. Final Design Mechanical and Electrical Engineering	\$176,000	<u>LS/NTE</u>
j. Final Design Structural Engineering	\$138,600	<u>LS/NTE</u>
k. Final Design Architectural Services	\$33,000	<u>LS/NTE</u>
l. Permitting	\$14,800	<u>LS/NTE</u>
m. Funding Assistance	\$10,800	<u>LS/NTE</u>
n. Public Outreach	\$46,300	<u>LS/NTE</u>
o. Energy Efficiency Assistance	\$11,700	<u>LS/NTE</u>
p. Future Capacity Coordination	\$18,100	<u>LS/NTE</u>

4. Step III	n/a	
a. Bid Phase Services	n/a	LS
b. Construction Phase Services	n/a	LS
c. Resident Project Representative Services	n/a	NTE
d. Post Construction Phase Services	n/a	LS
e. Additional Services included in Step III (include additional lines)	n/a	LS/NTE
5. Total Engineering Costs	\$1,185,300	
6. Construction Costs	n/a	
a. Contract 1	n/a	
b. Small Purchase	n/a	
c. Additional Items (include additional lines)	n/a	
7. Total Project Cost	n/a	
8. Total Bond Amount	n/a	

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: Exhibit J, pdf pages 55-68.

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 II deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%	4/16/2025	30% Plans
60%	9/19/2025	60% Plans and Specs
90%	2/17/2026	90% Plans and Specs
Final	4/29/2026	Final Plans and Specs

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



5/4/2024

Engineer

Date

Jon A. Olin, Vice President

Name and Title

Town of Woodstock

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

Last Revised: 3/26/19

**Town of Woodstock
Select Board Meeting
April 16, 2024
6:00 pm
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Keri Cole, Greg Fullerton, Laura Powell, Eric Duffy, Nikki Levakis, Jill Davies, Wendy Murrinan, Donald Wheeler, Lauren Dorsey, Carolyn Long, Todd Erceg, Stefanie Weyant, Matt Andrews, Frank Horneck, Alex Mulley, Elisa Tarlow, Roger Logan, Ben Jervey, Steve Fulkerson, Michael Peters, Bob Crean, Paula Townsend, Lisa Lawlor, Derek Demas

A. Call to order

1. Chair Bourgeois called the meeting to order at 6:02 pm.

B. Finance Committee interview – Todd Erceg

1. Todd Erceg expressed interest in the position and provided background information on his qualifications in finance, particularly in managing budgets and grants for hospitals in New England.

Motion: by Keri Cole to appoint Todd Erceg to the Finance Committee.

Seconded: by Greg Fullerton.

Vote: 4-0-0, passed.

C. Interview – Stefanie Weyant

1. Eric Duffy recommended that the Board refrain from appointing anyone to the Grand Juror position.
2. Stefanie was welcomed to apply to another vacancy.

D. Grand Juror interview – William Boardman – backed out.

E. Planning Commission interviews

1. Alex Mulley

- a. Alex Mulley highlighted the importance of planning and zoning for community development.
- b. Alex wants to get involved in the community and be a part of addressing issues that shape the Town's future.
- c. He has a professional background in finance and consulting.
- d. He believes that he will bring strong analytical skills to the commission.

2. Elisa Tarlow

- a. Elisa Tarlow believes it is essential to carefully consider every ordinance and its intended impact along with possible unintended impacts.
- b. Woodstock is a magical place, and she wants to be thoughtful to be sure to maintain its charm and historic character.

3. Stephen Fulkerson

- a. Steve Fulkerson shared his background and experience in facilities management and contracting, highlighting his attraction to small town life and his appreciation for the Woodstock community.

- b. Steve discussed his previous role as a facilities director at a historical liberal arts college, where he was involved in master planning of the institution's future.
- c. He also expressed his interest in understanding and addressing the infrastructure needs of the Woodstock community.
- d. He emphasized the importance of community service and his commitment to it.

F. Additions to & deletions from posted agenda – none.

G. Citizen comments – none.

H. Manager's report

- 1. Fireworks this year will be held on July 5th.
- 2. The final audit will be sent soon, and they will have a joint meeting to discuss it.

I. Presentations

1. Short term rental update

- a. The Board discussed the proposed short term rental ordinance, focusing on issues such as frequency limits, registration fees, and compliance enforcement.

J. Votes

1. Liquor license applications

- a. 4 Mechanic LLC – 1st class, 3rd class, outside consumption
- b. Family Village Butcher Inc – 2nd class
- c. Woodstock Inn
 - Kelly Way Gardens – 3rd class
 - Woodstock Inn & Resort's Golf Club – 2nd class
 - Woodstock Inn – 1st class, 3rd class
- d. South Woodstock Community Partnership LLC – SWCS – 2nd class, 3rd class, 1st class, outside consumption
- e. Sante – Outside consumption, 3rd class, 1st class
- f. Lincoln Inn – 1st class, 3rd class, outside consumption
- g. Maplefields – 2nd class, tobacco, tobacco substitute
- h. Village Inn – 3rd class, outside consumption

Motion: by Keri Cole to approve the sewer permits noted above with the understanding that the State reviews them. They will approve Sante with the condition that they pay their outstanding parking tickets.

Seconded: by Laura Powell.

Vote: 4-0-0, passed.

2. Sewer permits

- a. Pleasant Garage LLC – 67 Pleasant Street – 21.53.12
 - For construction of a new restaurant building.
- b. Alan Mikkelson – 63 Central Street – 21.52.04

Motion: by Keri Cole to approve the sewer permits for 67 Pleasant Street and 63 Central Street as submitted.

Seconded: by Laura Powell.

Vote: 4-0-0, passed.

3. Sewer abatement request

Motion: by Keri Cole to approve the sewer abatement request for Todd Ulman at 2 High Street.
Seconded: by Laura Powell.
Vote: 4-0-0, passed.

4. Local Emergency Management Plan

Motion: by Keri Cole to approve the Local Emergency Management Plan.
Seconded: by Laura Powell.
Vote: 4-0-0, passed.

K. Discussions

1. To set date for a public forum at the Woodstock Aqueduct Company

- a. Plans were discussed for a public forum to address concerns and questions regarding the Aqueduct Company's financial analysis and potential acquisition by the Town.
- b. Concerns were raised about the Aqueduct Company potentially doubling rates, which could impact operational costs.

Motion: by Chair Bourgeois to enter executive session under 1VSA 313 to discuss a contract at 7:04 pm.

Seconded: by Keri Cole.
Vote: 4-0-0, passed.

The Select Board exited executive session and resumed the public meeting at 7:21 pm.

L. Other business – none.

M. Approval of minutes

1. 3/6/24 minutes
2. 3/19/24 minutes
3. 3/27/24 joint minutes

Motion: by Keri Cole to approve the minutes for 3/6/24, 3/19/24, and 3/27/24 as submitted.
Seconded: by Laura Powell.
Vote: 4-0-0, passed.

N. Adjournment

Motion: by Keri Cole to adjourn the meeting at 7:22 pm
Seconded: by Laura Powell.
Vote: 4-0-0, passed.

*Respectfully submitted,
Nikki Levakis*

**Town & Village of Woodstock
Select Board & Village Trustees Joint Meeting
April 17, 2024
5:00 pm
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Keri Cole, Greg Fullerton, Laura Powell, Chair Seton McIlroy, Brenda Blakeman, Frank Horneck, Lisa Lawlor, Eric Duffy, Nikki Levakis, Donald Wheeler, Roger Logan, Bob Crean, Carolyn Long, Jill Davies, Hayley Bauer

A. Call to order

1. Select Board

a. Chair Bourgeois called the joint meeting of April 17th to order at 5:00 pm.

2. Trustees

a. Chair McIlroy called the joint meeting of April 17th to order at 5:00 pm.

B. Additions & deletions from posted agenda – none.

C. Citizen comments

1. A request was made that Brenda Blakeman reconsider her statement recusing herself from the ongoing conversation regarding short-term rentals due to her ownership of two such rentals.

a. Derek Demas argued that her position is not necessarily a conflict of interest, citing the efforts of other members involved in creating the ordinance.

b. It was urged that her input would be valuable to the discussion.

D. Executive session to discuss appointments

Motion: by Chair Bourgeois to enter executive session under 1 VSA 313 to discuss appointments at 5:14 pm.

Seconded: by Laura Powell.

Vote: 4-0-0, passed.

Motion: by Chair McIlroy to enter executive session under 1 VSA 313 to discuss appointments at 5:15 pm.

Seconded: by Frank Horneck.

Vote: 4-0-0, passed.

The Select Board & Village Trustees left executive session and resumed the public meeting at 5:34 pm.

Motion: by Chair McIlroy to appoint Alex Mulley to the Planning Commission.

Seconded: by Frank Horneck.

Vote: 4-0-0, passed.

Motion: by Laura Powell to appoint Alex Mulley to the Planning Commission.

Seconded: by Keri Cole.

Vote: 4-0-0, passed.

E. Short term rental discussion

1. Various attendees provided comments regarding short term rentals, expressing concerns about fees, differentiation between owner-occupied and non-owner-occupied properties, and the enforcement of regulations.
2. The Boards talked about the proposed caps on short term rentals, with considerations for owner-occupied properties and concerns about enforcement and administrative costs.
3. The proposed ordinance caps the number of permits for short term rentals at 55 for owner-occupied and 55 for non-owner-occupied properties, reflecting about 5% of the current housing stock.
4. The Boards have the power to make alterations as needed.
5. No specific changes were proposed during the discussion, but support was expressed for maintaining the current 5% cap to prevent over development and offset the beautification of Woodstock.
6. The Boards discussed the classification of occupied and non-occupied short term rentals.
7. It was clarified that a homestead declaration was required to classify a property as owner occupied.
8. The boards also discussed the prevalence of non-registered short term rentals in Woodstock, with an estimate of 50 non-permitted and 70 legal ones.
9. Existing properties would be prioritized for registration.
10. The Boards discussed the management and cost of the short term rental program.
11. The Board discussed the potential for adjusting the cap after the fact and the need to balance owner-occupied and non-owner-occupied permits.
12. The Boards considered the possibility of hiring additional staff to monitor short term rentals more effectively.
13. There was a debate regarding the proposed fees for short term rental permits, with opinions varying on the necessity of covering costs versus providing affordability for property owners.
14. The questioned the high fees proposed by the Planning Commission, suggesting instead a base fee of \$500 for owner-occupied and \$1,000 for non-owner-occupied properties.
15. The Boards decided to keep the current rental fees, with a suggestion to possibility subsidize those who cannot afford them.
16. The excess revenue from short term rentals was proposed to be used for a program to incentivize long term housing.
17. It was decided to schedule another joking meeting for further discussion and potentially make adjustments to the proposed ordinance.
18. A follow-up meeting was scheduled for the next Wednesday to continue discussions.

F. Other business – none.

G. Adjournment

1. Select Board

Motion: by Keri Cole to adjourn the meeting at 6:26 pm.

Seconded: by Laura Powell.

Vote: 4-0-0, passed.

2. Trustees

Motion: by Chair Mclroy to adjourn the meeting at 6:26 pm.

Seconded: by Brenda Blakeman.

Vote: 4-0-0, passed.

*Respectfully submitted,
Nikki Levakis*

Town & Village of Woodstock
Select Board & Board of Trustees Joint Meeting
April 24, 2024
5:00 pm
Town Hall & Zoom
Minutes

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Susan Ford, Keri Cole, Greg Fullerton, Laura Powell, Chair Seton McIlroy, Jeffrey Kahn, Brenda Blakeman, Frank Horneck, Lisa Lawlor, Eric Duffy, Nikki Levakis, Jon Spector, Alex Beram, Hayley Bauer, Jill Davies, Andrew Caffrey, Mary McQuaig, Christina Martin, Paula Townsend, Steven Bauer

A Call to order

1. Select Board

a. Chair Bourgeois called the Joint Meeting of April 24th to order at 5:00 pm

2. Trustees

a. Chair McIlroy called the Joint Meeting of April 24th to order at 5:00 pm

B Additions & deletions from agenda – none

C Citizen comments – none

D Sidewalk permit – Sidewalk Grilling Series – Village Butcher (Trustees)

1. Alex Beram presented a sidewalk permit application for grilling in front of the shop on Elm Street.
2. The application outlined plans for community grilling events, subject to weather conditions.
3. Discussion ensued regarding logistics
4. and community impact.

Motion: by Chair McIlroy to approve the sidewalk permit for Sidewalk Grilling Series as submitted by Village Butcher.

Seconded: by Jeffrey Kahn.

Vote: 5-0-0, passed.

E EDC marketing proposal (Select Board)

Motion: by Susan Ford to accept the EDC marketing proposal to hire Jess Ann Kirby LLC for 2024.

Seconded: by Laura Powell.

Vote: 5-0-0, passed.

F Short term rental discussion

1. The Boards engaged in a detailed discussion on the proposed ordinance, focusing on various aspects including permit fees, occupancy limits, enforcement mechanism and sunset provisions.
2. Multiple perspectives were shared, and adjustment to the ordinance were considered based on feedback and financial implications.
3. Limit to 180 days to rent instead of unlimited.
4. Fee for owner-occupied \$350 and \$1,000 for non-owner occupied.
5. Occupancy rates would vary based on limits.
6. Goal is to vote on the ordinance on April 30th at 5:00 pm

G Other business – none

H Adjournment

1. Select Board

Motion: by Chair Bourgeois to adjourn the meeting at 7:18 pm

Seconded: by Susan Ford

Vote: 5-0-0, passed.

2 Trustees

Motion: by Jeffrey Kahn to adjourn the meeting at 7:18 pm

Seconded: by Frank Horneck

Vote: 5-0-0, passed.

*Respectfully submitted,
Nikki Levakis*