



Town of Hinesburg  
Planning & Zoning Department  
10632 Route 116, Hinesburg, VT 05461  
802-482-2281 (ph) 802-482-5404 (fax)  
www.hinesburg.org

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## MEMORANDUM

**TO:** Select Board & Town Manager  
**FROM:** Alex Weinhagen, Director of Planning & Zoning  
**DATE:** May 16, 2021  
**RE:** Zoning Regulation Revision – Home Occupation Contractor Yards, Vehicle Repair Services

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At their May 12, 2021 meeting, the Planning Commission (PC) voted to forward a Zoning Regulation revision proposal to the Select Board. The purpose is to revise regulations for home occupation contractor yards and home occupation vehicle repair services. It focuses on revisions to section 5.3 of the Zoning Regulations. I'd like to attend an upcoming Select Board meeting to briefly explain the proposal and discuss next steps.

The proposal stems from Action item 4.3.5 of the 2017 Town Plan (page 41), which directs the PC to, "Review zoning regulations for contractor yards with a goal of developing performance standards that would allow the separation distances to be reduced to facilitate the review/approval of new yards that are compatible with the surroundings." Over the years, the Town has heard from landowners interested in relocating an existing contractor yard or starting a new one. The existing zoning regulations include minimum separation distances from property lines and adjacent homes makes this very difficult.

A subcommittee of the PC worked on draft language in the fall of 2019. Work stalled in early 2020, and the full PC began took up the draft language more intensively in the fall of 2020. Changes were made based on the legal review by Town counsel (Brian Monaghan, Monaghan Safar Ducham PLLC), and the PC held a public hearing on April 14, 2021. We made a special effort to reach out to existing home occupation contractor yard and vehicle repair service owners ahead of the hearing, but only received specific comments from two vehicle repair service owners. With that said, we did receive helpful feedback at the public hearing. The proposal was revised based on feedback received.

See attached for the proposal and a PC reporting form that details the rationale for the proposal. The rewrite is substantial enough that we've provided a clean version of the proposed language rather than a track changes version of the existing regulations. Some major changes include:

### Contractor Yards

- Revised definition with more specificity in terms of the types and numbers of vehicles.
- Removal of the 600-foot setback to any surrounding homes.
- Reduction of the 200-foot setback from property lines and 100-foot setback from roads. Now proposed as 50 feet from property lines.
- More specific screening requirements.

- Increased size allowance for buildings used for the business – increased limit from 2,000 to 4,000 square feet.
- Clarifies that processing of materials is not allowed.
- New requirement for containment of materials stored outside.

#### Vehicle Repair Services

- Requires conditional use review for all new home occupation vehicle repair services. Even for shops that service just one vehicle at a time.
- Clarifies that repair work must be conducted indoors.
- Allows for up to ten customer vehicles to be stored outside at one time, unless reduced by the Development Review Board due to site constraints.
- Allows the home business to occupy up to 1,000 square feet of a building. The current allowance for businesses with a simple zoning permit is home occupation vehicle repair services that get conditional use approval is 2,000 square feet.
- Greatly reduces required setbacks from property lines, surrounding homes, etc. Proposed setbacks: 10 feet from property boundaries, 20 feet from the traveled edge of any road, 75 feet from streams and water bodies.

#### **Select Board Review Protocol:**

1. Review the material and decide if you want to make any further changes.
2. Make any changes and then schedule a public hearing.
  - a. Public notice/warning must be 15 days prior to a hearing.
  - b. There are special warning requirements (VSA Title 24, Chapter 117, Section 4444).
  - c. Any changes to the proposal must be filed with the Town Clerk and PC.
3. Hold the public hearing.
4. Decide if further changes are needed.
  - a. If you make ANY further changes (except for grammar, punctuation, numbering, etc.), then you must warn and notice another public hearing.
  - b. If you make no changes, then you can proceed with adoption.
5. Adopt the revisions\*. You can do this at the same meeting as the public hearing if there are no additional changes. You simply need to close the hearing first.

**\* Note – if the revisions are not approved by 4/14/2022 (one year from the PC public hearing), they are considered disapproved.**

Normally, the Select Board takes action by voting on regulation revisions. However, you can defer to the voters, and hold a town-wide vote (via Australian ballot) on the proposal instead of a simple Select Board vote. If the Select Board does take action to adopt changes, citizens do have the right to petition for a popular vote on the proposed changes. A petition by at least five percent of the voters, filed within 20 days of Select Board adoption can force a popular vote on the regulation revisions – via Australian ballot.

If the Select Board feels there are problems with the proposal, you can choose to take no action or vote to reject the proposal (after a public hearing), and return it to the Planning Commission with guidance on the issues that need further work.

**Planning Commission Reporting Form  
for Municipal Bylaw Amendments  
3/11/2021**

**Proposed Revisions to Hinesburg's Zoning Regulations  
Contractor Yards & Vehicle Repair Services  
for Planning Commission draft proposal – April 14, 2021 public hearing**

This report is in accordance with 24 V.S.A. §4441 (c) which states:

When considering an amendment to a bylaw, the planning commission shall prepare and approve a written report on the proposal. The report shall provide:

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***(A) Brief explanation of the proposed bylaw, amendment, or repeal and ....include a statement of purpose as required for notice under section §4444 of this title,***

The Hinesburg Planning Commission will hold a public hearing on April 14, 2021 at 7pm to receive public comment on proposed changes to the Zoning Regulations. Due to covid-19 and the closure of the Town Office, this public hearing will be held remotely via Zoom – meeting id 850 5578 1467; meeting password 123456; meeting connection link <https://us02web.zoom.us/j/85055781467>; dial-in phone number 1-646-558-8656.

The purpose is to revise regulations for home occupation contractor yards and home occupation vehicle repair services. The geographic area affected is town-wide.

Copies of the proposed revisions and this report are available online - <https://www.dropbox.com/sh/5utaw46lpfmhpyk/AACnHCa4WVh7FSOc7Uc0hdo8a?dl=0>. Additional information can be found on the Town web site ([www.hinesburg.org](http://www.hinesburg.org)), and by contacting Alex Weinhagen (Director of Planning & Zoning) at [aweinhagen@hinesburg.org](mailto:aweinhagen@hinesburg.org) or 482-4209. A list of the affected section headings follows, as required pursuant to Title 24, Chapter 117 V.S.A. Section 4444 (b).

Zoning Regulation Sections:

5.1 - Home Occupations

5.3 - Contractors' Yards; Home Occup Vehicle Repair Services

10.1 - Definitions

Background

A home occupation contractor yard is a special type of home business addressed in section 5.3 of the Zoning Regulations – specifically, “Property used for storage of heavy equipment and construction materials for use in off-site construction... including but not limited to trucks, excavators, graders, and cranes, and trailers for the same...” Think landscaping, excavating, and construction businesses. These businesses are extremely important to Hinesburg's rural economy. They also have the potential to pose issues for neighbors and the environment due to the heavy equipment and materials involved – e.g., back up beepers, diesel exhaust, piles of stone/dirt, etc.

Action item 4.3.5 of the 2017 Town Plan (page 41) directs the Planning Commission to, “Review zoning regulations for contractor yards with a goal of developing performance standards that would allow the separation distances to be reduced to facilitate the review/approval of new yards that are compatible with the surroundings.” Over the years, the Town has heard from landowners interested in relocating an existing contractor yard or starting a new one. The existing zoning regulations include minimum separation distances from property lines and adjacent homes makes this very difficult.

The proposed changes strive to make new home occupation contractor yards more possible, while still ensuring a public review process with adequate standards to respect the use of neighboring residential properties. The proposal identifies 14 sections:

- |   |   |
|---|---|
| 1. Conditional use approval requirement                           | 8. Business appearance  |
| 2. Definition & applicability – including a small-scale exception | 9. Hours of operation   |
| 3. Allowed locations & setbacks                                   | 10. Hazardous material storage  |
| 4. Screening  | 11. Containment of outside materials  |
| 5. Maximum amount of equipment                                    | 12. Pre-existing and “grandfathered yards” – not subject to these standards |
| 6. Employee parking   | 13. Transferability to a new owner  |
| 7. Maximum size of structures                                     | 14. Performance standards   |

The changes also revise the review standards for home occupation vehicle repair services, so that they are not addressed in the contractor yard section (section 5.3), but simply as conditional use home occupations via a new section (5.1.8). A definition of vehicle repair service is proposed, along with seven standards that address allowable locations, limits on building size and outdoor storage, as well as screening requirements.

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***Findings regarding how the proposal:***

***1. Conforms with or furthers the goals and policies contained in the municipal plan, including the effect of the proposal on the availability of safe and affordable housing:***

The proposal is directly tied to implementation of Town Plan action item 4.3.5 (page 41). The proposal will have no effect on the availability of safe and affordable housing.

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***2. Is compatible with the proposed future land uses and densities of the municipal plan:***

The proposed changes will have no substantial effect on future land uses and development densities.

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***3. Carries out, as applicable, any specific proposals for any planned community facilities.”***

Not applicable.

# Hinesburg Zoning Regulation Revisions

## Home Occupation Contractor Yards & Vehicle Repair Services

*Draft 8 – Select Board Proposal - Last updated 6/16/2021*

*For Select Board public hearing on 8/4/2021*

*Changes to Planning Commission proposal shown in red – deletions under red strikeouts, new language underlined in red*

### **Contractor Yards**

*Revise Sections 5.3 & 10.1*

#### **Section 5.3 Contractor Yards as a Home Occupation**

**Section 5.3.1 Use Approval:** Home occupation contractor yards under this section are permitted only after conditional use review and site plan approval by the Development Review Board.

**Section 5.3.2 Definition & Applicability:** Per the definition in section 10.1, a contractor yard is a parcel of land, with or without buildings, used for the storage of equipment, materials, and/or vehicles used in off-site work (e.g., construction, excavating, landscaping, etc.). This includes the repair and maintenance of said equipment and vehicles. Contractor yards are allowed as a principal, stand-alone use in certain industrial zoning districts. Home occupation contractor yards are allowed more widely as outlined in section 5.3, but only on lots where the primary residence of the principal owner of the business is also located.

Small-scale exception – Small-scale home occupation contractor yards that have two or fewer of the following (in any combination), shall not be subject to section 5.3: registered vehicles used for the business; heavy equipment including but not limited to excavators, backhoes, bulldozers, graders, loaders, etc. Heavy equipment shall include smaller or light-duty versions – e.g., mini-loader, compact excavator, skid steer, etc. Lawn mowing equipment, field mowing equipment (including tractors and tractor attachments), and trailers (open or enclosed) shall not be considered heavy equipment for the purposes of this small-scale exception. Such small-scale home occupations shall be reviewed as a conditional use pursuant to the provisions of section 5.1.2.

**Section 5.3.3 Location & Setbacks:** All of the following provisions must be met for the establishment of a contractor yard:

1. Home occupation contractor yards are only allowed in the Agricultural, Rural Residential 1, and Rural Residential 2 Zoning Districts.
2. Contractor yards are allowed as a principal use in the Industrial 1, Industrial 2, and Industrial 4 Zoning Districts. Multiple principal uses are also allowed in these

districts pursuant to section 2.5.5(1). Therefore, contractor yards in these districts shall not be reviewed as home occupations under section 5.1, 5.2, or 5.3, and shall instead be reviewed as principal, stand-alone uses.

3. The business must be located on a lot at least 3 acres in size, inclusive of any roads and shared right of way areas on the lot.
4. Any portion of the lot used in connection with the business must be at least 50 feet away from an adjoining property line.
5. The business must not be located on a lot accessed by a Class 4 Town road – either directly, or via a private road or right-of-way. If access is by a shared private right-of-way, the applicant shall address how the costs of maintenance, repair, and snow plowing of the shared private right-of-way will be handled. Furthermore, the applicant shall notify all landowners that utilize the right-of-way of the conditional use application. This notification shall be concurrent with, or in advance of, submitting the conditional use application.

**5.3.4 Screening:** All trucks and all other materials and equipment, and all parking for employees, shall be well screened from adjoining properties, from public and private roads, and from waterways. Screening shall be predominantly a mixture of vegetation that creates a visual buffer (not necessarily an impervious “wall”). Fencing integrated with the vegetation, can also be used. The amount and type of plantings required will be determined by the Development Review Board based on

- (a) the location and context of the site,
- (b) the type of use,
- (c) proximity to neighbors, and
- (d) the pattern and extent of existing vegetation (on-site and in the immediate area).

In all developments, to the extent practicable, existing trees shall be retained and used to satisfy the provisions of the minimum landscaping requirement.

**5.3.5 Amount of Equipment Allowed:** No more than a total of fifteen (15) business vehicles and pieces of equipment used for the business may be stored on the site at one time, regardless of the ownership of said vehicles and equipment. Any piece of equipment shall be considered a separate piece of equipment for the purposes of this section if it: a) has its own means of propulsion, or b) is registered or registerable but not including trailers (open or enclosed), or c) is not intended to be used by attachment to any other piece of equipment normally located on the site.

**5.3.6 Employee Parking:** No more than eight (8) employees may park on the site at any

one time. Sufficient off-street parking shall be provided for all employees.

**5.3.7 Size of Structures:** Any structures used in connection with the business shall be no larger than 4,000 square feet in floor area, and shall be designed for easy conversion to residential, accessory, or agricultural use if the business ceases to operate.

**5.3.8 Processing of Materials:** Outdoor storage and loading/unloading of materials is allowed, but outdoor processing of materials (e.g., screening topsoil, gravel, etc.) is prohibited.

**5.3.9 Hours of Operation:** The Development Review Board, as part of conditional use approval, shall establish hours of operation for the contractor yard. In any event, except for simple ingress and egress from the site (not including loading vehicles, equipment, or materials), contractor yard hours of operation shall be limited to 6am-9pm on weekdays and 8am-5pm on weekends. Outside of these hours, the intent is to prohibit on-site work (e.g., delivery, moving and loading materials; loading vehicles/equipment on trailers, repair work, etc.), while allowing the departure and arrival of vehicles.

**5.3.10 Hazardous Materials:** On-site storage of hazardous materials shall be allowed only in accordance with applicable state and federal regulations. Storage of fuel and other hazardous materials shall be limited to that needed for heating of buildings and the operation of equipment and vehicles that are part of the business. The intent is to minimize the quantity of fuel and other hazardous materials stored on the site. Businesses which principally deal with toxic or radioactive materials, fuels, garbage or other refuse are not allowed as home occupations under this section.

**5.3.11 Erosion Control:** In addition to any applicable erosion and stormwater control measures required in section 5.27, the contractor yard shall be managed to minimize erosion. Stabilized gravel or paved surfaces shall be used for the storage/parking of equipment or vehicles. Materials such as dirt, gravel, mulch, compost, and vegetative debris shall be contained and/or stabilized to prevent erosion, as well as adverse impacts to streams, wetlands, and other water bodies. Unless contained in a concrete or similar barrier, these materials shall be stabilized and treated in accordance with the following provisions in the State of Vermont's "Low Risk Site Handbook for Erosion Prevention and Sediment Control" (February 2020, or most recent update):

#2 – Pollution Prevention

#4 – Site Stabilization - specifically, stabilize exposed soil stockpiles that are not in use for more than 14 days, through the use of seed/mulch, erosion control matting, hydroseeding, etc.

#7 - Install Perimeter Controls – e.g., silt fence, erosion control berms, filter socks, straw wattles.

#10 – Slow Down Channelized Runoff

#13 – Dewatering Activities

#16 – Inspection, Maintenance – specifically, inspect and perform maintenance to ensure the above practices are functioning properly.

**5.3.12 Pre-existing Non-conforming ~~and Grandfathered yards~~ Contractor Yards:**

Home occupation contractor yards that constitute a valid pre-existing non-conforming use shall conform with the provisions of section 5.10 rather than section 5.3. This includes home occupation contractor yards that were deemed pre-existing “grandfathered yards” when zoning regulations for contractor yards were first adopted on June 3, 1996. Any such pre-existing non-conforming home occupation contractor yard may also seek conditional use approval under section 5.3 in order to become a conforming use, and to enjoy the greater ability to expand said use as provided in section 5.3.

**5.3.13 Transferability:** Contractor yard approvals shall not be transferable to a new owner/occupant of the property without first obtaining a zoning permit, and only if the property is in compliance with all applicable regulations, including, but not limited to, Section 5.3, as determined by the Zoning Administrator. The applicant shall provide any and all information the Zoning Administrator may require to assess compliance with the zoning regulations. If any compliance issues are not resolved to the satisfaction of the Zoning Administrator, the zoning permit shall be denied, and the applicant may either appeal that ruling or simply apply for a new conditional use approval under Section 5.3.

**5.3.14 Performance Standards:** Contractor yards must meet the performance standards set forth for home occupations in Sections 5.1.3(3), 5.1.3(4) and 5.1.3(5), and must not have an undue adverse effect upon the character of the residential area in which the contractor yard is located.

**Section 10.1 – Revised Definition**

Contractor Yard: ~~Property used for storage of heavy equipment and construction materials for use in off-site construction, as more fully set forth in Section 5.3.4.~~

A parcel of land, with or without buildings, used for the storage of equipment, materials, and/or vehicles used in off-site work (e.g., construction, excavating, landscaping, etc.). This includes the repair and maintenance of said equipment and vehicles. Home occupation contractor yards are more fully set forth in Section 5.3.



## **Vehicle Repair Service**

*Remove from Section 5.3. Add to section 5.1 & 10.1*

### **Section 10.1 – New Definition**

**Vehicle Repair Service:** Any property used for the commercial repair, detailing, restoration, or re-upholstering of motor vehicles and recreational vehicles (e.g., cars, pickup trucks, recreational vehicles, motorcycles, boats, snowmobiles, all-terrain vehicles, etc.).

**Section 5.1.8 Vehicle Repair Service:** Vehicle repair services shall require conditional use approval from the Development Review Board pursuant to section 5.1.2, even if such a use would otherwise be a permitted home occupation pursuant to Section 5.1.1. The following special standards shall apply:

1. Only allowed in the RR1, RR2, and AG zoning districts.
2. Repair work must be conducted indoors with the exception of work needed to get a vehicle inside for repairs. The intent is to allow for a simple visual inspection or a change of a flat tire outdoors, but otherwise keep the impacts of the repair work inside a building (e.g., noise, fluids, etc.).
3. No more than ten customer vehicles shall be outside at one time; however, the Development Review Board shall reduce this number if there are limitations due to small lot size, available parking, traffic circulation, and screening.
4. The use shall occupy not more than 1,000 square feet of a building – either in an accessory structure, the principal dwelling, or a combination of both.
5. Outdoor storage associated with the business (vehicles or equipment) must be setback at least 10 feet from property boundaries, 20 feet from the travelled edge of any road, and at least 75 feet from streams and water bodies.
6. Outdoor storage (vehicles and equipment) shall be screened from public roads, private roads, and adjacent ~~residential~~ uses by evergreen vegetation and/or fencing. This is not intended to require screening across the driveway access (e.g., gate).
7. The applicant shall demonstrate that the generation or accumulation of motor oil, gasoline, coolant and other hazardous chemicals/substances will be controlled in order to minimize risk to soils, surface water, ground water, and public health.

1 **SELECTBOARD MEETING DRAFT**

2 July 21, 2121

3 Attending the meeting; Merrily Lovell, Maggie Gordon, Phil Pouech, Mike Loner, Dennis Place, Todd  
4 Odit, Scooter MacMillan, Chris H., Jason Booth.

5 Meeting called to order at 7:00 p.m.

6 There were no changes to the agenda or public comment.

7 Dennis said he attended a Town Forest Committee meeting at the request of some residents of Hayden  
8 Hill Rd. They are having issues with riding their horses in the Forest. They would like to bring this  
9 problem to the Selectboard and asked how to get on the agenda. It was suggested Dennis reach out to  
10 Pat Mainer. Todd said they can contact him to get on the agenda. Dennis added the parking is also a  
11 problem.

12 Phil reminded the Board of the request from Annette's Playschool for a crosswalk on Pond Rd to cross  
13 over to CVU fields. He will work on that this week.

14 Approve Minutes of 7/21/21

15 Phil moved to approve the minutes of 7/21/21 with the agreed upon changes. Second by Mike and  
16 approved with 5 yes votes.

17 Award WWTF Subsurface Improvements Construction Bid

18 Jason Booth of Aldrich and Elliott reviewed the bid process. Six bids were received with the low bidder  
19 being Munson Earth Moving. They are recommending the project be awarded to Munson Earth  
20 Moving.

21 Phil asked when we can expect activity to begin. Jason said if awarded tonight we can expect State  
22 approval by the end of the week. Pre-construction meeting to take place within two weeks, and the  
23 construction process will begin mid to end of August.

24 Dennis asked Todd about the possible increase in wastewater rates of 60%. Todd said we needed to  
25 provide information to the Bond Bank projecting the budget 5 years out and showing what the rates  
26 might look like if there was no subsidy. If the Town does not find other sources of revenue it is possible  
27 rates could increase up to 60%. He has looked at the un-assigned fund balance of the sewer fund to see  
28 if they could assign some of that to the project. Going forward they could also look at allocation fees  
29 from wastewater and water and use for each fund to help offset capital project costs.

30 Phil moved to award the subsurface improvements construction bid to Munson Earth Moving for  
31 \$1,144,800.00 as low bidder. Second by Mike and approved with 5 yes votes.

32 Phil moved to authorize Todd to sign for the Selectboard any associated documents associated with this  
33 awarded bid. Second by Mike and approved with 5 yes votes.

34 Town Manager Report

- 35       • Dog bite – the owner of the dog received the order and has spoken with Todd. She has proven  
36       the dog has an updated rabies shot. The owner is going to have the dog evaluated by Blue Line  
37       K9 Dog Training.
- 38       • Union petition by the Police Department – the Town filed a response objecting to inclusion of a  
39       probationary employee and inclusion of the sergeant position which is supervisory and a  
40       confidential employee. Todd met with Anthony and Caleb to explain the objections prior to the  
41       filing. The representative for the potential union agreed with not including the probationary  
42       employee but is contesting the exclusion of the sergeant position. A hearing is scheduled for  
43       August 26<sup>th</sup>.
- 44       • Water improvements and the new well required for a portion of the BlackRock construction  
45       project is not eligible for funds such as are being used for the wastewater project. Other sources  
46       of funding are being pursued.

47       Consider Approving Warrants of 7/8 and 7/15

48       Phil moved to approve the warrants of 7/8 signed by Maggie and Merrily and the warrants of 7/15,  
49       including payroll, as submitted by the Town Treasurer. Second by Mike and approved with 5 yes votes.

50       Phil moved to adjourn at 7:43 p.m., second by Mike and approved with 5 yes votes.

51       Respectfully submitted,

52       Valerie Spadaccini, clerk of the Board

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# Water Infrastructure FINANCING PROGRAMS



VERMONT WATER & WASTEWATER REVOLVING LOAN FUNDS

## State Revolving Loan Programs FUNDING APPLICATION

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

Select the Type of Entity this application is for:

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

### LOAN TYPE

This section may be completed by engineer or applicant

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

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

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

### APPLICANT INFORMATION

This section may be completed by engineer or applicant

LOAN APPLICANT		DATE OF APPLICATION	
Town of Hinesburg		Aug 18, 2021	
SYSTEM NAME	WSID NUMBER	WASTEWATER PERMIT NUMBER	
Hinesburg WW System	N/A	3-1172	
MAILING ADDRESS	TOWN	STATE	ZIP
10632 VT Route 16	Hinesburg	VT	05461
PHONE	CELL PHONE	TAX ID	DUNS NUMBER
(802) 482-2281		03-6000511	6 0 2 1 4 7 7 5 8

### CONTACT PERSON - AUTHORIZED REPRESENTATIVE

This section may be completed by engineer or applicant

CONTACT NAME	TITLE		
Todd Odit	Town Manager		
MAILING ADDRESS	TOWN	STATE	ZIP
10632 VT Route 116	Hinesburg	VT	05461

PHONE	CELL PHONE	EMAIL ADDRESS
(802) 482-2281		todithvt@gmavt.net

### ALTERNATE AUTHORIZED REPRESENTATIVE(S)

*This section may be completed by engineer or applicant*

AUTHORIZED REPRESENTATIVE NAME	TITLE		
Joy Dubin Grossman	Assistant Town Manager		
MAILING ADDRESS	TOWN	STATE	ZIP
10632 VT Route 116	Hinesburg	VT	05461
PHONE	CELL PHONE	EMAIL ADDRESS	
(802)482-4207		jdubingrossman@hinesburg.org	

Add Alternate Representative

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

*This section may be completed by engineer or applicant*

FIRM NAME	CONTACT NAME		
Aldrich + Elliott PC	Wayne Elliott		
MAILING ADDRESS	TOWN	STATE	ZIP
6 Marketplace, Suite 2	Essex	VT	05452
PHONE	CELL PHONE	EMAIL ADDRESS	
(802) 879-7733 X103	(802) 922-2649	welliott@aeengineers.com	

### LOAN REQUEST

*This section may be completed by engineer or applicant*

Project Title: Wastewater Treatment Facility Upgrade/Expansion Contract No. 2

Total amount requested for this loan: \$ 458,200

Total projected project cost: \$ 7,600,000

Please describe the source(s) of the additional funding needed to cover the difference between the amount requested for this loan and the total projected project cost:

This application is for the Step II design and permitting for Phase II. This application includes the engineering (\$447,200), legal (\$1,000), and permit fees (\$10,000) for a total of \$458,200.

Please describe the history of the project:

Upgrade of the treatment facility is required to meet the new permit limits for total phosphorus and ammonia specified in the latest Discharge Permit. A new treatment facility is planned and the Town passed a bond vote on November 3, 2020. This application is for the Step II for the Phase II (Contract No. 2) WWTF upgrade.

Please describe who will benefit from the proposed project:

The sewer customers for the Town.

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

N/A

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

This application is for the Step II, Phase II WWTF upgrade.

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

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

Yes  No

**SITE INFORMATION**

*This section may be completed by engineer or applicant*

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

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

Yes  No

**ESTIMATED PROJECT SCHEDULE**

*This section should be completed by the engineer*

Estimated Project Initiation Date:   
 Estimated Project Completion Date:

**ESTIMATED SPENDING SCHEDULE OF LOAN PROCEEDS**

*This section may be completed by engineer or applicant*

Quarter	Year	Amount
July - September	2021	\$100,000
October - December	2021	\$200,000
January - March	2022	\$100,000
April - June	2022	\$58,200
<input type="button" value="Add Another Quarter"/>		
TOTAL -->		\$458,200

**REVENUES**

*This section should be completed by the applicant*

What is the Applicant's fiscal year?

**User Rate Revenue Table**

	Current FY - 2	Current FY - 1	Current FY (estimated)	Current FY + 1 (estimated)	Current FY + 2 (estimated)
Amount Billed	\$408,883	\$387,228			
Amount Collected	\$381,031	\$429,103			
Amount Uncollected/Outstanding	\$128,647	\$119,282	\$123,435		
Estimated Amount of Commercial Revenue					

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

Yes  No

### EXPENDITURES / SYSTEM OPERATION & MAINTENANCE EXPENSES

*This section should be completed by the applicant*

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

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

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

### EXPENDITURES / SYSTEM DEBT

*This section should be completed by the applicant*

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

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

#### Direct Debt

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4	Current FY + 5
Total Payment	\$49,328	\$49,328	\$49,328	\$49,328	\$49,328	\$49,328

#### Long-Term Debt Schedule

Purpose of Long-Term Debt	Direct or Self-Supporting	Year of Maturity	\$ Amount Outstanding
Wastewater Upgrade	Self-Supporting	2031	\$464,824
Wastewater Upgrade	Self-Supporting	2031	\$17,942
Vehicle Loan (F-350)	Self-Supporting	2022	\$4,800
<input type="button" value="Add Another Long-Term Debt"/>			
Total As of -->		6/30/2021	\$487,566

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

Yes  No

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

Yes  No

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

Yes  No

Does the Applicant have an annual or cumulative deficit?

Yes  No

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

Yes  No

Please explain the increase in revenues you anticipate will result from these improvements.

Yes, new sewer connections will be made from new development and allocation fees will be increased from new development

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

Yes  No

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

Growth is anticipated for both residential and non residential development.

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

None

## SYSTEM RESERVE FUNDS

*This section should be completed by the applicant*

Does the Applicant have any reserve funds?

Yes  No

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

Yes  No

What does the Applicant do with surpluses, if any?

### Reserve Funds

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4
Amount Available					

## Financial Documentation & Controls

*This section should be completed by the applicant*

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

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

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



Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

Please describe your plan, your estimated proportionate share of unfunded pension liability:

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

Yes  No

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

Monthly budget report updates

Are all account records currently maintained for:

Checkbook  Yes  No  Don't Know

By Whom:

Comments:

Receipts  Yes  No  Don't Know

By Whom:

Comments:

Disbursements  Yes  No  Don't Know

By Whom:

Comments:

Deposit Slips  Yes  No  Don't Know

By Whom:

Comments:

Are bank statements reconciled on a regular basis?

Yes  No  Don't Know By Whom: Accounting Assistant

Comments:

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

Yes  No  Don't Know By Whom: Accounting Assistant

Comments:

Are financial records maintained in a computerized system?

Yes  No  Don't Know By Whom: Treasurer

Comments:

Are any financial records maintained in manual form?

Yes  No  Don't Know By Whom:

Comments:

Does the applicant maintain separate reporting for this utility?

Yes  No  Don't Know By Whom: Treasurer

Comments:

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

Yes  No  Don't Know By Whom: Accounting Assistant

Comments:

Does the same individual open the mail and deposit checks?

Yes  No  Don't Know By Whom:

Comments:

Does the organization receive payments in cash?

Yes  No  Don't Know By Whom:

Comments:

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

Yes  No  Don't Know By Whom:

Comments:

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

Yes  No  Don't Know By Whom:

Comments:

Are pre-numbered checks used for all bank accounts?

Yes  No  Don't Know By Whom:

Comments:

Are checks written by the same individual who approves payments?

Yes  No  Don't Know By Whom:

Comments:

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

Yes  No  Don't Know By Whom:

Comments:

Has a signature stamp ever been used for any account?

Yes  No  Don't Know By Whom:

Comments:

Is the organization professionally audited by a CPA?

Yes  No  Don't Know By Whom:

Comments:

Does the Authorized Representative assist in the audit planning process?

Yes  No  Don't Know By Whom:

Comments:

Is a specific individual responsible for correcting audit findings?

Yes  No  Don't Know By Whom:

Comments:

Are regular financial reports prepared for the board?

Yes  No  Don't Know By Whom:

Comments:

Are budget to actual reports prepared for each department?

Yes  No  Don't Know By Whom:

Comments:

Has the Authorized Representative borrowed money from the utility?

Yes  No  Don't Know By Whom:

Comments:

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

Yes  No  Don't Know By Whom:

Comments:

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

Yes  No  Don't Know By Whom:

Comments:

Does the Applicant loan money to employees?

Yes  No  Don't Know By Whom:

Comments:

Have board members attended financial trainings?

Yes  No  Don't Know By Whom:

Comments:

Has the Treasurer/CFO attended trainings on recordkeeping?

Yes  No  Don't Know By Whom:

Comments:

Does the Applicant have written financial policies and procedures?

Yes  No  Don't Know By Whom:

Comments:

Does each employee have copies of these policies and procedures?

Yes  No  Don't Know By Whom:

Comments:

## KEY PERSONNEL

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

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

NAME

POSITION (select from the list or enter another value)

Todd Odit

Town Manager/Administrator

QUALIFICATIONS:

NAME

POSITION (select from the list or enter another value)

Merrily Lovell

Governing Body Chair

QUALIFICATIONS:

Add Another Key Person

### ADDITIONAL COMMENTS

Provide any additional comments for your application here:

## Certification

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

Authorization Date:

\_\_\_\_\_  
REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
Phil Pouech  
PRINT NAME

\_\_\_\_\_  
REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
Merrily Lovell  
PRINT NAME

\_\_\_\_\_  
REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
Dennis Place  
PRINT NAME

\_\_\_\_\_  
REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
Mike Loner  
PRINT NAME

\_\_\_\_\_  
REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
Maggie Gordon  
PRINT NAME

## Clerk Certification

Clerk Signature Date:

\_\_\_\_\_  
SIGNATURE OF CLERK

\_\_\_\_\_  
Missy Ross  
PRINT NAME

## Authorized Representative Certification

Authorized Representative Signature Date:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
Todd Odit  
PRINT NAME

Submit completed application and all attachments via email to:



**Tom Brown, CWSRF Project Lead**

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

**Department of Environmental Conservation**  
Facilities Engineering Division



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

Prepared by



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

THIS IS AN AGREEMENT effective as of August 18, 2021 ("Effective Date") between  
Town of Hinesburg ("Owner") and  
Aldrich + Elliott PC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Wastewater Treatment Facility Upgrade, Contract No. 2 ("Project").

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

Engineer's services under this Agreement are generally identified as follows: Preliminary and Final Design (Step II)

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

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

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

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

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

#### 3.02 *Time for Completion*

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

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

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

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

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

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

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

### 5.02 *Designing to Construction Cost Limit*

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

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.
- B. Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

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

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

#### 6.03 *Use of Documents*

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

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.



- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

#### 6.07 *Controlling Law*

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

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

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the 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.
- 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.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement

to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

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

#### 6.13 *Miscellaneous Provisions*

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

### **ARTICLE 7 – DEFINITIONS**

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

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

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



24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency*—The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
39. *Day*—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.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. [Not Used]
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. [Not Used]

- I. Exhibit I, Limitations of Liability. [Not Used]
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

#### 8.02 *Total Agreement*

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

#### 8.03 *Designated Representatives*

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

#### 8.04 *Engineer's Certifications*

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

#### 8.05 *Federal Requirements*

- A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 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 Hinesburg

Engineer: Aldrich +Elliott, PC

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

By: Wayne A. Elliott

Print name: Todd Odit

Print name: Wayne Elliott, PE

Title: Town Manager

Title: President

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

Date Signed: 8-18-21

Address for Owner's receipt of notices:

Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461

Address for Engineer's receipt of notices:

Aldrich + Elliott, PC  
6 Market Place, Suite 2  
Essex Junction, VT 05452

Designated Representative (Paragraph 8.03.A):

Todd Odit

Title: Town Manager

Phone Number: (802) 482-4206

E-Mail Address: todithvt@gmavt.net

Designated Representative (Paragraph 8.03.A):

Wayne Elliott, PE

Title: President

Phone Number: (802) 879-7733

E-Mail Address: welliott@aeengineers.com

This is **EXHIBIT A**, consisting of **18** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 18, 2021**.

## **Engineer's Services**

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

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

### **PART 1 – BASIC SERVICES**

#### **A1.01—~~Study and Report Phase~~**

##### **A.—~~Engineer shall:~~**

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - ~~a. Engineer must identify study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.~~~~
- ~~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. The report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2 or the State of Vermont Department of Environmental Conservation. This document must meet customary professional standards as required by 7 CFR 1780.55 and/or those standards set forth by the Vermont Department of Environmental Conservation. The Report must be concurred by the appropriate funding Agency.~~
9. ~~Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
10. ~~When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
11. ~~If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
12. ~~Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
13. ~~Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
14. ~~Perform or provide the following other Study and Report Phase tasks or deliverables: Provide an Environmental Report as defined at 7 CFR 1790 or other Agency approved format. The Environmental Report must be concurred in by the Agency.~~
15. ~~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.~~
16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies~~

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Exhibit A – Engineer's Services

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

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and American Society of Civil Engineers. All rights reserved.

~~and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's and Agency's comments.~~

17. ~~Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

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

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



8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.
  9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.
  10. Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 Final Design Phase

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

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables.
10. Furnish for review by Owner, its legal counsel and Agency, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 300 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 45 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 3 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.

12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables and all final design phase deliverables have been accepted by Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1 . If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase [to be added by amendment]*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A2 of this Exhibit A.
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
    - a. Contact the list of Disadvantaged Business Enterprises (DBE) provided by the Agency, to determine their interest in participating in the Bid. Provide the list of interested DBE firms to the Bidders by addendum. Conform to the schedule and procedures as defined by the Agency for notices.
    - b. Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
  10. Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file and on site during construction.
  11. Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase [to be added by amendment]*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
  4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
  5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
  6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American Iron and Steel (AIS) provision of P.L. 113-76, Consolidated Appropriations Act of 2014 and all subsequent revision and/or amendments and subsequent statutes mandating domestic

preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American Iron and Steel (AIS) provision of P.L. 113-76, Consolidated Appropriations Act of 2014 and all subsequent revision and/or amendments and subsequent statutes mandating domestic preference, if applicable.

19. *Inspections and Tests*:

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- d. Receive and review all Manufacturers' Certification Letters for materials required to comply with American Iron and Steel (AIS) provision of P.L. 113-76, Consolidated Appropriations Act of 2014 and all subsequent revision and/or amendments and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.



20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) Review Change Proposals to ensure compliance with American Iron and Steel (AIS) provision of P.L. 113-76, Consolidated Appropriations Act of 2014 and all subsequent revision and/or amendments and subsequent statutes mandating domestic preference.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what

purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
  - a. Monitor the Contractor's compliance with Federal Wage Requirements as determined under the Davis-Bacon Act.
  - b. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  - a. Obtain the Contractor's Certification letter and copies of Manufacturers' Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineers', Contractors', and Manufacturers' Certification letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.

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

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

A1.06 *Post-Construction Phase [to be added by amendment]*

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

## **PART 2 – ADDITIONAL SERVICES**

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

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in

connection with the Project; preparation or review of environmental assessments and impact statements not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the Study and Report Phase.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.
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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. 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.
18. Preparation of operation, maintenance, and staffing manuals.
19. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

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Exhibit A – Engineer's Services

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

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21. 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.
22. 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.
23. Overtime work requiring higher than regular rates.
24. 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.
25. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
26. 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).
27. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  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; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 18, 2021 .

## **Owner's Responsibilities**

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

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

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



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.

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**Exhibit B – Owner's Responsibilities.**

- 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.
- B2.02 Owners are ultimately responsible for compliance with American Iron and Steel (AIS) provision of P.L. 113-76, Consolidated Appropriations Act of 2014 and all subsequent revision and/or amendments and subsequent statutes mandating domestic preference and will be responsible for the following:
- (a) **Signing** loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.

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



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

**DEC CERTIFICATION PAGE**

PROJECT NAME: Hinesburg Wastewater Treatment Facility Upgrade Contract No. 2  
 PROJECT LOCATION: Hinesburg, VT  
 APPLICANT & LOAN/GRANT NUMBER: to be determined

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

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

**SUMMARY OF ENGINEERING FEES**

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

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
<b>1. Step 0 – Feasibility Study</b>		LS/NTE
<b>2. Step I – Preliminary Engineering</b>		
<b>a. Preliminary Engineering Report Services</b>		LS/NTE
<b>b. Environmental Information Document Services</b>		LS/NTE
<b>c. Pre-Design Services</b>	\$26,300	LS
<b>3. Step II – Final Design</b>		
<b>a. Basis of Final Design and Final Design Plans and Contract Documents</b>	\$392,300	LS
<b>b. Special Services</b>	\$28,600	NTE
<b>4. Step III</b>		
<b>a. Bid Phase Services</b>		LS
<b>b. Construction Phase Services</b>		LS
<b>c. Resident Project Representative Services</b>		NTE
<b>d. Post Construction Phase Services</b>		LS
<b>e. Additional Services included in Step III (include additional lines)</b>		LS/NTE
<b>5. Total Engineering Costs</b>	\$447,200	
<b>6. Construction Costs</b>		
<b>a. Contract 1</b>	\$7,600,000	
<b>b. Small Purchase</b>	\$200,000	
<b>c. Additional Items (include additional lines)</b>		

7. Total Project Cost	\$9,600,000
8. Total Bond Amount	\$11,700,000

**SCOPE OF SERVICES**

The scope of services can be found in the following pages of the contract in Exhibit J, Special Provisions.

**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%	November 2021	30% review meeting
60%	February 2022	60% review meeting
90%	May 2022	90% submittal
Final	August 2022	Final documents

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.

Aldrich & Elliott PC

Engineer	Date
 President	8-18-21

Town of Hinesburg

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

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Name and Title

Last Revised: 3/26/19

This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **August 18, 2021**.

**Payments to Engineer for Services and Reimbursable Expenses**  
**Basic Services – Lump Sum**

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ **418,600** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ [ ]
b. Preliminary Design Phase	\$ <b>26,300</b>
c. Final Design Phase	\$ <b>392,300</b>
d. Bidding and Negotiating Phase	\$ [ ]
e. Construction Phase	\$ [ ]
f. Post-Construction Phase	\$ [ ]

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.



- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted with concurrence of the Owner and Agency.

**COMPENSATION PACKET RPR-2:  
Resident Project Representative – Standard Hourly Rates**

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

**C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment**

**A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:**

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[ ] based upon estimated full and part time hours as required by the contractor's schedule over an [ ] day construction schedule.
2. If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$\_\_\_\_\_ per hour.

**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 Resident Project Representative or Post-Construction Basic 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: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; 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. 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 those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [ ].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

**C. Other Provisions Concerning Payment Under this Paragraph C2.04:**

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

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [    ].
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. *Estimated Compensation Amounts:*
  - a. 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.
  - b. 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 **and Agency** 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 Engineer's services during 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.
4. 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.

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- 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 1.0 .
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.
- C. *Other Provisions Concerning Payment for Additional Services:*
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 1.0 .

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 no 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 **August 18, 2021**.

### **Reimbursable Expenses Schedule**

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

8"x11" Copies/Impressions	\$ 0.08/page
Copies of Drawings	\$ 4.00 / each
Mileage (auto)	\$ GSA Mileage Rate
Air Transportation	N/A
Laboratory Testing	at cost
Health and Safety Level D	N/A
Health and Safety Level C	N/A
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 **August 18, 2021**.

### **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

<b>Project Principal</b>	<b>\$150.00-\$180.00/hour</b>
<b>Project Manager</b>	<b>\$125.00-\$160.00/hour</b>
<b>Project Engineer</b>	<b>\$100.00-\$125.00/hour</b>
<b>Staff Engineer</b>	<b>\$70.00-\$90.00/hour</b>
<b>Staff Technician</b>	<b>\$65.00-\$85.00/hour</b>
<b>Field Technician</b>	<b>\$85.00-\$100.00/hour</b>
<b>CAD Operator</b>	<b>\$65.00-\$85.00/hour</b>
<b>Administrative</b>	<b>\$60.00-\$80.00/hour</b>

This is **EXHIBIT D**, consisting of **6** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 18, 2021**.

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. Full time Resident Project Representative is required unless requested in writing by the Owner and waived in writing by the Agency.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) 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 the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings



(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any 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. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract

Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 18, 2021**.



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**NOTICE OF ACCEPTABILITY OF WORK**

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**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

---

**To:**

\_\_\_\_\_  
**Owner**

**And To:**

\_\_\_\_\_  
**Contractor**

**From:**

\_\_\_\_\_  
**Engineer**

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

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

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

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

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

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

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

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **August 18, 2021**.

## **Insurance**

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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:                  | \$10,000    |
| 3) Bodily injury/disease, aggregate:                         | \$1,000,000 |
| c. General Liability --                                      |             |
| 1) Each Occurrence:  | \$1,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| d. Excess or Umbrella Liability --                           |             |
| 1) Per Occurrence:   | \$3,000,000 |
| 2) General Aggregate:  | \$3,000,000 |
| e. Automobile Liability:                                     | \$1,000,000 |
| Combined Single Limit<br>(Bodily Injury and Property Damage) |             |
| f. Professional Liability --                                 |             |
| 1) Each Claim Made   | \$1,000,000 |
| 2) Annual Aggregate  | \$2,000,000 |

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**Exhibit G – Insurance.**

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, Each Accident \$1,000,000
  - 2) Bodily injury by Disease, Each Employee \$10,000
  - 3) Bodily injury/Disease, Aggregate \$1,000,000
- c. General Liability --
  - 1) General Aggregate: \$2,000,000
  - 2) Each Occurrence: \$1,000,000
- d. Excess Umbrella Liability
  - 1) Per Occurrence: \$3,000,000
  - 2) General Aggregate: \$3,000,000
- e. Automobile Liability: \$1,000,000  
Combined Single Limit  
(Bodily Injury and Property Damage)

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. Aldrich + Elliott, PC  
Engineer

b. [REDACTED]  
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.

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Exhibit G – Insurance.



This is EXHIBIT J, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 18, 2021 .

## **Special Provisions**

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Paragraph(s) A1.02 and A1.03 of the Agreement is/are amended to include the following agreement(s) of the parties:

### **INTRODUCTION**

This scope of services is based on the OWNER securing financing through a State of Vermont Revolving Loan Fund (CWSRF) for this project. This scope of services is based on the Proposed Project defined in Section 9 of the Town of Hinesburg Wastewater Treatment Facility Upgrade/Expansion Study Preliminary Engineering Report dated April 2020.

This scope of services includes pre-design for the Phase II – Wastewater Treatment Facility Upgrade and Step II design and permitting services for this phase. The new SBR treatment facility will be designed for a permitted flow of 325,000 gpd.

### **SCOPE OF SERVICES**

The ENGINEER will provide the following scope of services:

#### **PREDESIGN SERVICES**

##### **Field Survey/Base Mapping**

The ENGINEER shall use all existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for preparation of the final design and contract documents for the Project. Up to two (2) days of topographical survey is budgeted plus field edits. An initial survey will be performed at the start of the final design, and the existing elevations of Lagoon No. 1 will have to be updated towards the end of the consolidation period.

##### **SBR Preselection Process**

The ENGINEER will prepare and distribute documents for preselection of the equipment for the wastewater treatment facility upgrade/expansion (phase II) following the State CWSRF guidance. A preselection process will be coordinated by the ENGINEER to preselect a manufacturer and treatment philosophy for the Sequential Batch Reactors unit processes. The ENGINEER may utilize EJCDC documents to procure equipment pricing for the applicable processes and will prepare a project description, SBR performance requirements, and selection criteria. Evaluation of the manufacturer's will be based on local/regional experience and references, footprint and layout, equipment warranties and process performance guaranty, energy use/O&M requirements, capital costs, life cycle, and operability, and other related criteria.

Following receipt of the submittals, the Engineer will summarize and evaluate the results and present a recommendation to the OWNER for inclusion in the Final Design documents. A review meeting will be

conducted with the Town and State to review the results of the preselection process. The selected SBR manufacturer will be the basis of design and equipment pricing will be included in the bid form.

#### Basis for Final Design Update

The initial Basis for Final Design document was prepared under the Step II predesign services for Contract No. 1, but will have to be updated based on the results of the preselection process. This document will be resubmitted to the Watershed Investment Division staff for review. Review comments will be addressed and a final document issued.

### **FINAL DESIGN (Step II)**

#### **Basic Services**

##### Preparation of Final Design Plans and Specifications

The ENGINEER will make engineering investigations as are necessary and will compile such data as required for the design and drawings for the Phase II project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for constructing the project. Specific tasks include:

1. Final design, detailed construction drawings, specifications, and contract forms complete and ready for construction bids for the proposed wastewater treatment facility upgrade/expansion.
2. The proposed Phase II project shall be as approximately shown in the report entitled Preliminary Engineering Report dated April 2020 and prepared by Aldrich + Elliott, PC, Inc. A detailed description of the Proposed Project is as follows:
  - a. Main Pump Station
    - Replacement of the existing influent pumps with new influent pumps.
    - Installation of a new pump control system. The pump control system will include VFDs and be interconnected to the proposed SCADA/telemetry system.
  - b. Headworks
    - A new structure with an approximate footprint of 700 square feet will be constructed to house a new screen and process/electrical room.
    - The new screen will be a rotary fine screen with ¼" inch openings to remove solids. A bypass channel will be provided around the screen equipped with a coarse bar rack. The screening room will be properly equipped as a Classified space per NFPA requirements.
    - An unclassified space will be constructed as part of the headworks to house control and electric panels along with SBR influent valves.
  - c. Sequential Batch Reactors/Post Equalization
    - Two new cast-in-place concrete tanks plus an interior pre-equalization tank and post equalization tank will be constructed as part of a new sequential batch reactor process. A preselection process will be completed to determine the manufacturer of SBR process equipment and determine desired final dimensions of the structure. The SBR tanks will be equipped with necessary mixers, and aeration systems to facilitate treatment.
    - Three (3) blowers will be provided to supply air for the SBR process. Each blower will be equipped with a VFD and will be interfaced into the proposed SCADA/telemetry system to automatically control airflow based on measured dissolved oxygen. One of the three blowers will be designated as a redundant unit capable of serving either SBR.
    - A post-equalization tank will be provided to supply 55,000 gallons of equalization volume following the two SBRs. An aeration system will be provided in the post-equalization tank supplied by a blower. Two submersible pumps will pump effluent from the post equalization tank to downstream treatment processes.

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Exhibit J - Special Provisions.

- Two double disc sludge waste pumps will be provided to transfer sludge generated in the SBRs to the new aerated sludge holding tanks. The sludge waste pumps will be integrated into the SCADA/telemetry systems and controlled based on the SBR cycle programming.
- d. Tertiary Filtration
- A filtration/disinfection building will be constructed downstream of the post-equalization basin. A new rapid mix chamber will be constructed at the head of the building where a coagulant will be dosed for phosphorus precipitation. A flocculation tank will follow the rapid mix chamber and provide a minimum of 5 minutes of hydraulic residence time. The flocculation basin will have a minimum volume of 1,129 gallons.
  - A new 5,000-gallon Alum bulk storage tank will be constructed within the filtration/disinfection building to store alum dosed in the rapid mix chamber. The alum system will be extended to the SBRs and will be dosed for improved nutrient removal. Space will be provided for polymer storage, mixing, and dosage in the chemical portion of the filtration/disinfection building.
  - A new cloth media filter system will be installed following the flocculation tank. Two cloth media units will be installed in a parallel configuration with each unit designed to treat 100% of the design flowrate. The filter will have an effective pore size of 5 microns.
- e. Ultraviolet Disinfection
- A new low-pressure high-output open channel ultraviolet disinfection system will be installed following the tertiary filter unit. Two horizontal banks of UV bulbs will be arranged in series within the disinfection channel. Each bank will be designed to treat 100% of the flow with 1 bank available as a redundant backup.
- f. Sludge Storage Tank
- A new 90,000-gallon aerated sludge storage tank will be constructed to hold sludge generated in the SBRs. The tank will be divided into two individual cells and include a concrete cover for odor control. The tank will be equipped with an aeration system for mixing and aerobic treatment. The existing lagoon blowers will be reused as the source of air for the sludge storage tank.
- g. Process Water System
- The existing chlorine contact tank will be repurposed to serve as a process water system holding tank. A process water system will be constructed to supply non-potable water needs at the facility.
- h. Control Building
- A new 2,000 square foot control building will be constructed to include an electric/control room, lab, operator office, mechanical room, lockers/restroom, and workshop area. The basement area will house the waste sludge pumps and process water pumping system.
- i. In-Plant Pump Station
- A new in-plant pump station will consist of a 6' diameter wet well and a duplex submersible pump system. A new 4" forcemain will discharge upstream of the new headworks structure. The in plant pump station will receive building waste, supernatant from the sludge storage tanks, and filter backwash.
- j. Emergency Generator
- An emergency generator and automatic transfer switch will be included to power the entire facility during power outages.
- k. Existing Sludge and Aerated Lagoons

- Decommission the existing sludge lagoon and lagoons #2 and #3 following construction of the new treatment processes. Berms will be removed following construction to restore the area to floodplain.
3. Utilization of existing designs, maps, soil borings and other available information to the maximum extent feasible.
  4. The technical specifications will be supplemented with the EJCDC "front-end" documents to make a set of construction contract documents suitable for public bidding purposes which may include:
    - 1) Advertisement for Bids
    - 2) Information for Bidders
    - 3) Bid Form
    - 4) Contract Form
    - 5) General and Supplemental General Conditions
    - 6) Special Conditions
    - 7) Technical Specifications
  5. For the 60%, and 90% design review, a draft set of blueprints of the drawings, the specifications, and the contract documents shall be provided by the ENGINEER as follows:
    - 1) Two (2) copies and PDF copy for the OWNER
    - 2) One (1) full size copy, one (1) reduced size copy, and PDF copy for review agencies
  6. For the final design plans, contract documents and specifications (construction set) the ENGINEER will provide the following in addition to two OWNER'S copies:
    - 1) Two (2) copies and PDF copy to the review agencies

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.

Preparation of Construction Phase Schedule

A general schedule for the construction phase of the Phase II project will be furnished to the OWNER and review agencies. This schedule shall identify the following for which the construction contract WORK duration (continuous calendar days) is based:

- a. Execution of the Notice to Proceed
- b. Field work commencement
- c. Field work seasonal stoppage/start-up (if applicable)
- d. Substantial and/or Final Completion of WORK

Design and Progress 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 in regard to the engineering phases of the project.

- a. 30% review meeting
- b. 60% review meeting
- c. 90% review meeting

Progress meetings will be conducted with the OWNER as required.

Subsurface Investigation

The subsurface investigation and geotechnical assessment was performed under Contract No. 1 and this information will be reused for this Contract No. 2.

## Special Services

### Permitting Assistance

1. Discharge Permit Amendment
  - a. Since the permitted flow is being increased from 250,000 to 325,000 gpd, amendment of the discharge permit will be required. This effort includes the preparation of the application and associated supporting documentation. The change in the permitted flow will require extension of the waste management zone and assessment of the public uses was completed back in 2010 with the previous upgrade.
2. Stream Alteration Permit
  - a. The application and supporting documentation will be prepared to assist with obtaining a stream alteration permit for the upgrade of the existing outfall pipeline.
3. Wetlands permit
  - a. For the outfall upgrade and/or changes to the existing lagoons, a wetlands CUD permit may be required. This task includes preparation of the applications with support from a wetlands consultant.
4. Act 250 Permit
  - a. The application will be prepared for the Act 250 Land Use permit. Required revisions to the master permit prepared during Phase I design will be completed. The application will include the following sections and supporting exhibits:
    - Application Form
    - Schedule A – Fee Information
    - Schedule B – Response to 10 Criteria
    - Schedule E – Adjoiner Information
    - Schedule F – Certification of Service
  - b. Public hearings and meetings are included for the Act 250 permit under Item #5 below. This may include meeting in advance with the District Coordinator, pre hearing or a hearing.
5. State of Vermont General Permit for Stormwater Runoff from Small Construction Sites:
  - a. A+E shall assist the OWNER in obtaining coverage as a low risk site under the General Permit for the Phase II project.
6. Town of Hinesburg DRB Site Plan Approval
  - a. Site plan approval will be required for the new wastewater treatment facility and this task includes preparation of applications and other supporting documentation to assist with the Town approvals.
7. Department of Public Safety
  - a. The permit applications for the Headworks, Filtration, and Control Buildings will be prepared and submitted to obtain a State Construction Permit from the Division of Fire Safety.
8. Meetings/Public Hearings
  - a. A+E will prepare for and attend up to four (4) meetings, site visits, or public hearings related to permitting issues.

### Asbestos/Lead Paint/PCB Inspection

1. The ENGINEER will assist the OWNER with coordination of the lead paint, asbestos, and PCB inspection for the Main Pump Station and other existing buildings. The inspection firm will work directly for the Town.

**ADDITIONAL SERVICES**

In addition to the foregoing being performed, the following services shall be provided only when mutually agreed upon in writing by and between the OWNER and ENGINEER's compensation and time duration of the AGREEMENT. Additional services will commence when incorporated into this scope of services by written Amendment signed by both parties. Examples of Additional Services are:

1. Permitting beyond that specified above
2. Permit fees
3. Environmental review
4. Subsurface or geotechnical investigation beyond that specified above
5. Bid and construction phase services
6. Property and/or boundary surveys
7. Redesigns ordered by the OWNER or REGULATORY AGENCIES after final design plans have been reviewed and accepted
8. Assistance to the OWNER on matters of land acquisition, litigation or arbitration in regard to the project.

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

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



**Zimbra****todithvt@gmavt.net**

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**Pond Road Solar Project (Community Alliance Church)**

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**From :** Joshua D. Leckey <JLeckey@drm.com>  
**Subject :** Pond Road Solar Project (Community Alliance Church)  
**To :** todit@hinesburg.org

Wed, Jul 21, 2021 11:27 AM

 2 attachments

Hi Todd,

Thanks for the call and for putting the Church's proposed project and request for preferred-site designation on the Selectboard's 8/4 agenda. Here are electronic copies of the advance notice and preliminary site plan. I expect to have a letter from the Hinesburg Energy Committee supporting preferred-site designation soon, and I will forward you a copy so the Selectboard has that on hand during my presentation.

Thanks,  
Josh

**Joshua D. Leckey** | Attorney | Energy, Environmental & Telecommunications Group  
**Downs Rachlin Martin PLLC | Business Sense · Legal Ingenuity**  
199 Main Street, PO Box 190 | Burlington, VT 05402-0190  
Direct: 802-846-8613 | Main: 802-863-2375 | Fax: 802-862-7512  
[jleckey@drm.com](mailto:jleckey@drm.com) | [www.drm.com](http://www.drm.com)

Downs Rachlin Martin PLLC is the exclusive member firm for Vermont of [Lex Mundi](#), the world's leading association of independent law firms with in-depth experience in 100+ countries worldwide.

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 **20210709 45-Day Notice Hinesburg Pond\_final.pdf**  
175 KB

 **20210713 Hinesburg Pond Solar 50kW Preliminary Site Plan\_11x17.pdf**  
3 MB

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15 Railroad Row, Suite 101  
White River Junction, VT 05001  
802.281.3213

July 13, 2021

To Those Persons Whose Names Appear on the 45 Day Advance Notice List attached hereto:

**Re: Advanced Notice for Solar Project Per Vermont Statutes**

Introduction

Pursuant to the Public Utility Commission (“PUC” or “Commission”) Rule 5.106(C), Hinesburg Pond Solar LLC (the “Applicant”) is pleased to provide the following advance notice and information of plans for an up to 50 kW group net-metering, ground mount solar electric system to be sited at the Community Alliance Church property at 190 Pond Rd, Hinesburg, VT (the “Project”). The filing of a Certificate of Public Good Application (“Application”) with the PUC pursuant to 30 V.S.A. §§ 248 & 8010 is anticipated to be after August 27, 2021.

This letter describes the Project, the expected Application filing date, and your rights to participate in review of the Project. The parties listed on the attached 45 Day Notice List (*Attachment A*) are receiving this notice by mail sent at least 45 days in advance of the Application filing. The Community Alliance Church (the “Church”) will partially be the beneficiary of the net metering credits generated by the Project. We are working with other members of the Hinesburg community to allocate the net metering credits associated with the Project’s output. The Church has selected Norwich Solar Technologies (“NST”), based in White River Junction, VT, to manage the Project. As well, please feel free to reach Josh L Eckey, a representative for the Church, at (802) 324-2271 or email at [joshdleckey@gmail.com](mailto:joshdleckey@gmail.com) if you are interested in learning more about the Project.

Project Description

The proposed solar ground-mounted electric generation array is illustrated on *Attachment B*, Preliminary Site Plan, which also identifies the location of the array, (44.346889°N, -73.104163°W), and its primary components. The array is typical of an installation of this type and size, comprising photovoltaic modules (“solar panels”) on fixed-tilt, ground mounted racks. The rack structures are designed to support the bottom of the solar panels approximately 3 feet above grade and the top of the solar panels at approximately 10 feet above grade. The solar panels will be connected to string inverters which will convert the DC power generated by the panels to AC, before interconnecting to a new Green Mountain Power (GMP) pole-mounted transformer located on the property. The transformer is typical of what GMP uses throughout their distribution system. The array will be arranged in multiple rows running generally east-west with sufficient distance between the rows to minimize self-shading.

The site is an open area within the Church property near an existing community garden, and set back approximately 305 ± feet upslope from Pond Road. The solar array will be compatible with the ongoing

use of the community garden nearby. The array is proposed on soils identified by Natural Resources Conservation Service as statewide prime agricultural soils and therefore will be managed according to Agency of Agriculture Food and Markets guidance. Throughout the life of the Project, the ground site will remain vegetated with periodic mowing and monitored remotely.

### Project Benefits

The Project creates several benefits with local and statewide significance. The Project supports numerous clean energy economy jobs from design and development phases through installation and operation. The array is located on the Church's land with the Church receiving net metering system credits, thereby reducing its operating budget. We are working to identify other local community members who may benefit from the remaining net metering credits the system will generate.

Importantly, the Project is an in-state new renewable energy generation resource that will help reduce our dependence on out-of-state electricity sources and instead fuel local customers and Vermont's economy with clean power from local resources and strengthen the growth of our resilient local electrical system.

### Potential Aesthetic Impacts

This array will be a low-profile installation and will appear like other fix-tilt, ground mounted renewable energy solar arrays commonplace in Vermont. The array footprint is approximately 0.2 acres sited on open land of the Church's 9.5±-acre parcel, set back approximately 305± feet to the east of Pond Road. The nearest residence is approximately 165± feet to the northwest. The small size and low profile of the array, existing onsite infrastructure, existing vegetation to the north and east, and topographic relief from Pond Road will minimize visibility from public traveled ways. For these reasons, no additional landscape screening is currently planned. An aesthetic review will be included with the Application.

### Potential Environmental Impacts

The Applicant's preliminary analysis shows the array is not expected to have an undue adverse impact on the natural environment. Environmental information will be addressed in the Application form.

### Your Ability to Comment on the Project

Pursuant to 30 V.S.A § 248, you are entitled to make recommendations to the PUC and to us, at least 7 days prior to the expiration of this 45-day notice period. Members of the public may participate in proceedings before the Vermont Public Utility Commission by submitting public comments or by intervening as a formal party to a case. Public comments must be submitted within 30 days of the Commission's determination that the Application is administratively complete. In addition, the Hinesburg Selectboard and Planning Commission will have the right to appear as a party in any proceedings held. For additional information regarding this process, including your right to participate in the PUC's proceeding, please refer to the following Commission documents and links (<https://puc.vermont.gov/public-participation>).

Pursuant to Sections 8010 and 248 and Commission rule 5.106, all adjoining landowners and the host landowner will receive notice of the Application filing following the Commission's determination that the

Application is complete, and will also be able to access the filing at the PUC's electronic filing system (<https://epuc.vermont.gov/>).

Norwich Solar technologies has extensive experience working with local schools, municipalities, businesses, and non-profits to incorporate solar into our working Vermont landscape. Again, please feel free to contact Josh Leckey at (802) 324-2271 or email at [joshdleckey@gmail.com](mailto:joshdleckey@gmail.com) or myself at 802-359-7416 or email at [staskus@norwichsolar.com](mailto:staskus@norwichsolar.com).

Sincerely,

Martha Staskus  
Chief Development Officer  
Norwich Solar Technologies

Attachment A – 45 Day Notice List  
Attachment B – Preliminary Site Plan

**Attachment A**

**45 Day Advance Notice Service List**

Via First Class Mail

Hinesburg Planning Commission  
PO Box 444  
Hinesburg, VT 05461

Hinesburg Selectboard  
PO Box 444  
Hinesburg, VT 05461

Chittenden County Regional Planning  
Commission  
110 West Canal Street, Suite 202  
Winooski, VT 05404

Community Alliance Church  
PO Box 582  
Hinesburg, VT 05461  
(Landowner)

Adjoining Landowners to the site property:

Michael and Lori Hennessey  
288 Pond Rd  
Hinesburg, VT 05461

Gary Fournier  
400 Pond Rd  
Hinesburg, VT 05461

Robert and Tracy Iandoli  
225 Richmond Rd  
Hinesburg, VT 05461

Philip Seeley and Susan Vaccarelli  
175 Richmond Rd  
Hinesburg, VT 05461

WAAGS Properties LLC  
PO Box 988  
Dorset, VT 05251

CVUHS District  
369 CVU Rd  
Hinesburg, VT 05461

Orchard Commons Association  
PO Box 135  
Hinesburg, VT 05461

Via Vermont Public Utility Commission  
Electronic Filing System

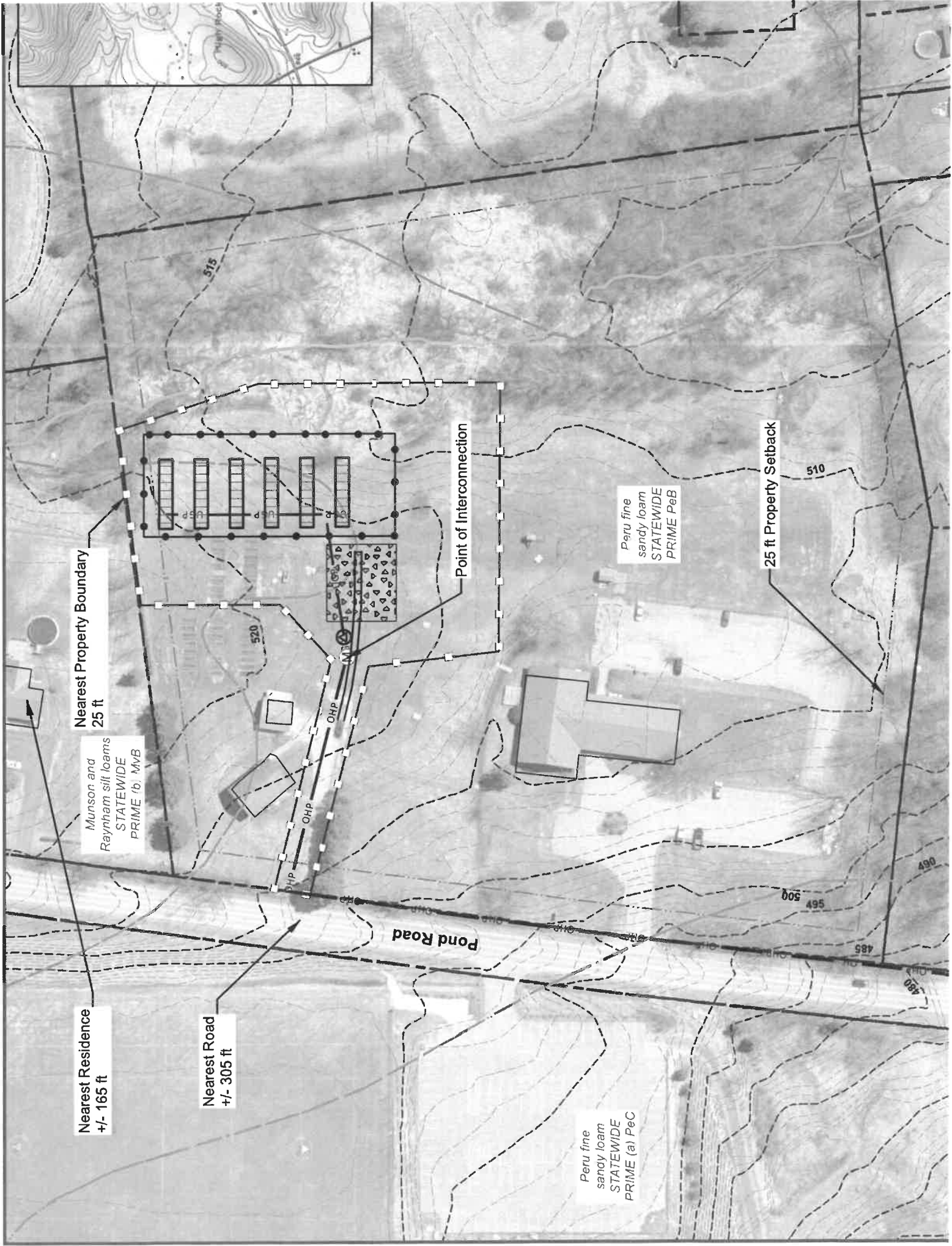
Vermont Department of Public Service

Vermont Agency of Natural Resources

Vermont Division for Historic Preservation

VT Agency of Agriculture Food and Markets

Green Mountain Power



Nearest Property Boundary  
25 ft

Munson and  
Raynham silt loams  
STATEWIDE  
PRIME (b, MVB)

Nearest Residence  
+/- 165 ft

Nearest Road  
+/- 305 ft

Point of Interconnection

Peru fine  
sandy loam  
STATEWIDE  
PRIME PeB

25 ft Property Setback

Peru fine  
sandy loam  
STATEWIDE  
PRIME (a) PeC

Pond Road

OHP  
OHP  
OHP

515

520

510

500

495

485

490

480



Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
Ph-802-482-2281x222; Fax-802-482-5404  
[www.hinesburg.org](http://www.hinesburg.org)

---

July 16, 2021

Lawrence & Cynthia Caron  
PO Box 473  
Williston, VT 05495

I am writing in regard to the following Wastewater Treatment Capacity Allocation:

210 gpd. Expired 6/30/2021.

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact me Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager



Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
Ph-802-482-2281x222; Fax-802-482-5404  
[www.hinesburg.org](http://www.hinesburg.org)

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July 16, 2021

Haystack Homes, LLC  
66 Randall St  
South Burlington, VT 05403

I am writing in regard to the following Wastewater Treatment Capacity Allocation and Water Allocation:

12,858 gpd Wastewater. Expired 6/30/2021. 16,821 Water. Expired 6/30/21

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager





Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
Ph-802-482-2281x222; Fax-802-482-5404  
[www.hinesburg.org](http://www.hinesburg.org)

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July 16, 2021

Brett Grabowski  
Milot Real Estate  
32 Seymour St  
Williston, VT 05495

I am writing in regard to the following Wastewater Treatment Capacity Allocation and Water Allocation

5,004 gpd Wastewater. Expired 6/30/2021. 7,452 gpd Water. Expired 6/30/21

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager



Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
Ph-802-482-2281x222; Fax-802-482-5404  
[www.hinesburg.org](http://www.hinesburg.org)

---

July 16, 2021

KB Real Estate  
Attn: Brian Busier  
PO Box 301  
Hinesburg, VT 05461

I am writing in regard to the following Wastewater Treatment Capacity Allocation:

420 gpd. Expired 6/30/2021.

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager



Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
Ph-802-482-2281x222; Fax-802-482-5404  
[www.hinesburg.org](http://www.hinesburg.org)

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July 16, 2021

Ramona Giroux  
9318 Route 116  
Hinesburg, VT 05461

I am writing in regard to the following Wastewater Treatment Capacity Allocation:

Commerce Park #15 200 gpd, expired 6/30/2021. Revised allocation 1/27/2010.

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager



Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
Ph-802-482-2281x222; Fax-802-482-5404  
[www.hinesburg.org](http://www.hinesburg.org)

---

July 16, 2021

South Farm Homes  
C/o Chuck Reiss  
756 Buck Hill Road West  
Hinesburg, VT 05461

I am writing in regard to the following Wastewater Treatment Capacity Allocation:

420 gpd. Expired 6/30/2021.

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager



Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
Ph-802-482-2281x222; Fax-802-482-5404  
[www.hinesburg.org](http://www.hinesburg.org)

---

July 16, 2021

Alan & Nancy Norris  
PO Box 368  
Hinesburg, VT 05461

I am writing in regard to the following Wastewater Treatment Capacity Allocation:

2,100 gpd. Expired 6/30/2021.

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager



Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
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[www.hinesburg.org](http://www.hinesburg.org)

---

July 16, 2021

Greenstreet LLC  
191 Windrow Lane  
Hinesburg, VT 05461

I am writing in regard to the following Wastewater Treatment Capacity Allocation:

570 gpd. Expired 6/30/2021. Original allocation 7/13/2010.

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager



Town of Hinesburg  
10632 VT Route 116  
Hinesburg, VT 05461  
Ph-802-482-2281x222; Fax-802-482-5404  
[www.hinesburg.org](http://www.hinesburg.org)

---

July 16, 2021

Jan Blomstrann  
222 Deer Point Road  
Charlotte, VT 05445

I am writing in regard to the following Wastewater Treatment Capacity Allocation:

NRG Parcel 830 gpd, expired 6/30/2021. Original allocation 11/04/2008.

As indicated in the Wastewater Capacity Allocation Ordinance, the Selectboard will consider extension of the capacity allocation if it is demonstrated that the holder of the allocation has been working diligently to implement the project.

The Selectboard will be reviewing allocations and considering extensions at the August 4, 2021 meeting. If you are interested in retaining the above listed capacity allocation (or a portion thereof), please provide a written update of the project status and plans for implementation to the Selectboard at the above mailing address or to [todit@hinesburg.org](mailto:todit@hinesburg.org) on or before July 30, 2021. After reviewing the information received, the Selectboard will determine whether sufficient effort to implement the project exists for the consideration of an extension.

If you have any questions or need additional information, please contact Melissa Ross at (802) 482-4202 or [mross@hinesburg.org](mailto:mross@hinesburg.org)

Sincerely,

Todd Odit  
Town Manager

**Zimbra****todithvt@gmavt.net**

---

**Meadow Mist LLC/Alan D. Norris Sewer Allocation**

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**From :** Alan Norris <adnorris@gmavt.net>

Wed, Jul 28, 2021 01:51 PM

**Subject :** Meadow Mist LLC/Alan D. Norris Sewer Allocation**To :** Todd Odit <todit@hinesburg.org>**Cc :** Melissa Ross <mross@hinesburg.org>

Todd, I have 2100GPD allocation and need it to be extended. I am building 4 of the units now and the last 10 hopefully next summer. Alan

---



**Zimbra****todithvt@gmavt.net**

---

**Hinesburg Center II wastewater and water allocation.**

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**From :** Brett Grabowski <brett@milotrealestate.com>

Thu, Jul 29, 2021 04:07 PM

**Subject :** Hinesburg Center II wastewater and water allocation.**To :** todit@hinesburg.org, mross@hinesburg.org

Hinesburg center would like to request an extension to its capacity allocation. The Towns review of the preliminary plat application took almost a year and we have been diligently pursuing the necessary engineering and third party agreement required by the preliminary plat conditions of approval to file for final subdivision approval.

If you have any questions please contact me immediately

Thank you

Brett Grabowski  
Milot Real Estate  
802-310-4620

---

**Zimbra****todithvt@gmavt.net**

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**Wastewater Capacity Allocation for Greenstreet LLC**

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**From :** Robert S. Bast <rob.bast@bastrood.com>

Wed, Jul 21, 2021 03:53 PM

**Subject :** Wastewater Capacity Allocation for Greenstreet LLC**To :** Todd Odit <todithvt@gmavt.net>

Good Afternoon Todd,

I am responding to your letter of July 16 regarding the reallocation of wastewater capacity of 570GPD for Green Street.

We have been paying our dues on this allocation for a long time, I know, but we very much need to stay on the list. The property of Green Street has been and is actively on the market, and this is a key asset of the property. Moreover, the commercial lot has a P&S agreement at the moment, which could, meeting contingencies, actually come through. We also managed to sell one of the residential lots in 2020, so there is progress to point to overall.

We respectfully request that the extension be granted, that we may continue to have the opportunity to finally make Green Street a "done deal".

I am happy to go over the matter with you or any member of the board as needed.

Regards,

Rob

Robert S. Bast, AIA  
Bast & Rood Architects  
PO Box 220, Hinesburg, Vermont 05461  
o. 802.482.5200  
m. 802.363.0871

Cindy Caron <cindycaron@comcast.net>

6/1/2021 12:27 PM

276 Richmond Rd.

To cindy caron <cindycaron@comcast.net>

Erik Bailey  
Town of Hinesburg Utilities

Enclosed is a copy of our Wastewater Treatment allocation that expires on June 30, 2021 for our PUD subdivision at 276 Richmond Road. We are building on the last lot. The garage is almost done and we planning on starting the small house soon. Can we get an extension or do we need to reapply for wastewater and drinking water ?

Cindy Caron  
cindycaron@comcast.net  
879-4317  
238-3041

# Town of Hinesburg Wastewater Allocation Ordinance

## Appendix E Annual Allocation Pool Designation Form

### Annual Allocation Pool Designations Form

The following wastewater allocation pool designation were made and approved by the Board for the period:

August 04, 2021 to August 03, 2022

Permitted Wastewater Flow: 250,000 gallons per day  
 Actual Wastewater Flow (07/01/20 through 06/31/21): 142,538 gallons per day  
 Remaining Capacity: 107,462 gallons per day  
 Approved Wastewater Allocations (unconnected): 29,177 gallons per day  
 Reserve Capacity: 50,000 gallons per day (WWTF construction constraints)  
 Allocable capacity: 28,265 gallons per day

Category 1 requirement

Municipal, Educational, Institutional, Special Projects - Minimum of 5,000 Gallons per Day (GPD) or all remaining Uncommitted Reserve Capacity, whichever is less

Total GPD	Residential	Enterprise
5,000		

Category 2 requirement

Projects in the village core defined as the Village District, the Commerce Street portion of the Commercial District, Industrial Districts 3 and 4 - Minimum of 5,000 GPD or all remaining Uncommitted Reserve Capacity, whichever is less

Total GPD	Residential	Enterprise
5,000		

Category 3

Projects in all other zoning districts of the water service area including Village Northeast, Village Northwest, All remaining Commercial districts, Industrial 5, Residential 1, and Residential 2

Total GPD	Residential	Enterprise
18,265	9,132	9,133

Or

District	Total GPD	Residential	Enterprise
Village Northeast			
Village Northwest			
Commercial			
Industrial 5			
Residential 1			
Residential 2			

Board of Commissioners Chair: \_\_\_\_\_

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

**Town of Hinesburg Water Use Ordinance**

**Appendix E Annual Allocation Pool Designations**

**Annual Allocation Pool Designations Form**

The following water allocation pool designation were made and approved by the Board for the period:

**August 04, 2021 to August 03, 2022**

Net Water Capacity: 215 gallons per minute (GPM)  
 Water Capacity as gallons per day: 215 x 900 =193,500 gallons per day (GPD)  
 Actual Water Use (07/01/2020 through 06/30/2021): 133,554 GPD  
 Remaining Capacity: 59,946 GPD  
 Approved Water Allocations (unconnected): 33,621 GPD  
 Reserve: 0 (0%)  
 Allocable capacity: 26,325 gallons per day

**Category 1 requirement**

Municipal, Educational, Institutional, Special Projects - Minimum of 5,000 Gallons per Day (GPD) or all remaining Uncommitted Reserve Capacity, whichever is less

Total GPD		
7,500		

**Category 2 requirement**

Projects in the village core defined as the Village District, the Commerce Street portion of the Commercial District, Industrial Districts 3 and 4 - Minimum of 5,000 GPD or all remaining Uncommitted Reserve Capacity, whichever is less

Total GPD	Residential	Enterprise
10,000	7,500	2,500

**Category 3**

Projects in all other zoning districts of the water service area including Village Northeast, Village Northwest, All remaining Commercial districts, Industrial 5, Residential 1, and Residential 2

Total GPD	Residential	Enterprise
8,825	9,912	9,913

Or

District	Total GPD	Residential	Enterprise
Village Northeast			
Village Northwest			
Commercial			
Industrial 5			
Residential 1			
Residential 2			

Board of Commissioners Chair: \_\_\_\_\_ Date: \_\_\_\_\_

07/21/21  
03:19 pm

Town of Hinesburg Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 07/21/21

Page 1 of 4  
gross

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Description	Invoice Amount	Discenc. Amount	Discount Amount
CASELLA	CASELLA WASTE MANANGEMENT	3189768	07/20/21	07/20/21	04	JULY 4TH TRASH CLEANUP			
		440-5600-90.13	JULY 4TH CELEBRATION				317.80	0.00	0.00
CCRPC	CHITTENDEN COUNTY REGIONA	20200915	07/20/21	07/20/21	04	FY22 ANNUAL DUES			
		440-3600-60.00	PLAN COMM REGIONAL DUES				6,833.00	0.00	0.00
PRESCOTT	EVERETT J PRESCOTT INC	5890656	07/21/21	07/21/21	03	WATER SUPPLIES			
		330-5000-22.00	REPAIR & MTCE. SUPPLIES				873.21	0.00	0.00
		5891980	07/21/21	07/21/21	03	WATER SUPPLIES			
		330-5000-22.00	REPAIR & MTCE. SUPPLIES				403.27	0.00	0.00
Total For EVERETT J PRESCOTT INC							1,276.48	0.00	0.00
FASTENAL	FASTENAL COMPANY	VTBUR296683	07/20/21	07/20/21	04	SMALL TOOLS			
		440-5100-23.00	GEN HIGHWAY TOOLS/EQUIP				32.06	0.00	0.00
GIROUX	GIROUX BODY SHOF INC	029871	07/20/21	07/20/21	04	GRADER 2021			
		440-5330-68.22	2021 JOHN DEERE GRADER				1,092.78	0.00	0.00
GMP	GREEN MOUNTAIN POWER CORP	08290 7/21	07/20/21	07/20/21	03	FALLS RD WELLHOUSE			
		330-5000-76.00	UTILITIES				881.95	0.00	0.00
		14552 7/21	07/21/21	07/21/21	04	OLD FIRE STATION			
		440-4500-70.00	F/R UTILITIES				24.32	0.00	0.00
		19252 7/21	07/21/21	07/21/21	04	STREET LIGHTS			
		440-3710-97.00	STREETLIGHTS				483.02	0.00	0.00
		28552 7/21	07/21/21	07/21/21	04	TOWN HALL			
		440-3710-76.00	BLDG & FACILITIES UTILITI				252.96	0.00	0.00
		44552 7/21	07/21/21	07/21/21	04	FIRE STATION			
		440-4500-70.00	F/R UTILITIES				330.02	0.00	0.00
		45781 7/21	07/21/21	07/21/21	03	CVU PUMP REDUCER			
		330-5000-76.00	UTILITIES				150.44	0.00	0.00
		54552 7/21	07/21/21	07/21/21	03	PUMP STATION GBS			
		330-5480-76.00	UTILITIES				449.31	0.00	0.00
		55682 7/21	07/20/21	07/20/21	04	POLICE STATION			
		440-4151-80.76	HPD STATION UTILITIES				515.61	0.00	0.00
		55781 7/21	07/20/21	07/20/21	03	LYMAN MDW PUMP			
		330-5000-76.00	UTILITIES				403.46	0.00	0.00
		61781 7/21	07/20/21	07/20/21	04	REC DEPT FACILITIES			
		440-5600-80.00	REC FACILITIES MAINT				25.48	0.00	0.00

07/21/21  
03:19 pm

Town of Hinesburg Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 07/21/21

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	72881	7/21	07/20/21	07/20/21	04	SOLAR TRACKER ACCT		
	440-3710-97.01	SOLAR TRACKER-OPER EXP				20.32	0.00	0.00
	82881	7/21	07/20/21	07/20/21	03	LAGOON ROAD		
	330-5480-76.00	UTILITIES				234.10	0.00	0.00
	91881	7/21	07/20/21	07/20/21	03	STELLA ROAD		
	330-5000-76.00	UTILITIES				58.67	0.00	0.00
<b>Total For GREEN MOUNTAIN POWER CORP</b>						<b>3,829.66</b>	<b>0.00</b>	<b>0.00</b>
GMT	GREEN MOUNTAIN TRANSIT	2022-0016	07/20/21	07/20/21	04	ANNUAL BUS ASSESSEMENT		
		440-9912-00.01	CCTA FUNDING			46,748.00	0.00	0.00
CADORETTE HENRY CADORETTE	JULY 2021		07/20/21	07/20/21	04	FIRE STATION CLEANING		
		440-4500-69.00	F/R STATION REPAIRS/MAINT			208.00	0.00	0.00
JACKMANS JACKMAN'S OF BRISTOL INC	31482		07/19/21	07/19/21	04	HEAT PUMP INSTALL		
		605-4601-00.01	TOWN HALL CAPITAL PROJ			50.00	0.00	0.00
LOVELL M MERRILY LOVELL	7/13/21 REIM		07/20/21	07/20/21	04	CUSTOM FRAMING CERTIFICAT		
		440-3000-79.00	SELECTBOARD MISC			365.94	0.00	0.00
SLAYTON MICHAEL SLAYTON	7/20/21 INV		07/20/21	07/20/21	04	YOUTH GOLF CAMP		
		440-5600-90.20	YOUTH PROGRAMS			1,620.00	0.00	0.00
MOUNT AIR MOUNTAIN AIR SYSTEMS INC	W11636		07/21/21	07/21/21	03	REPAIR & MAINT		
		330-5000-68.00	REPAIR & MTCE. LABOR			175.00	0.00	0.00
MVP MVP HEALTH CARE INC	000015402381		07/20/21	07/20/21	04	HEALTH INSURANCE		
		440-9705-00.00	HEALTH INSURANCE			19,788.14	0.00	0.00
PETERSONM MYLES PETERSON	7/19/21 INV		07/20/21	07/20/21	04	YOUTH TENNIS LESSONS		
		440-5600-90.20	YOUTH PROGRAMS			490.00	0.00	0.00
DENTAL NORTHEAST DELTA DENTAL	AUG 2021		07/20/21	07/20/21	04	DENTAL COVERAGE AUG 2021		
		440-9705-01.00	DENTAL INSURANCE			1,430.02	0.00	0.00
PFSS P & P SEPTIC SERVICE INC	T-558081		07/20/21	07/20/21	03	PORTA POTTY LAGOONS		
		330-5489-00.01	WW UPGRADE-CONSTRUCTION			110.00	0.00	0.00
	T-558182		07/20/21	07/20/21	04	PORTA POTTY HCS		
		440-5600-80.00	REC FACILITIES MAINT			110.00	0.00	0.00
<b>Total For P &amp; P SEPTIC SERVICE INC</b>						<b>220.00</b>	<b>0.00</b>	<b>0.00</b>
SEVENDAYS SEVEN DAYS	213036		07/20/21	07/20/21	04	FIREFIGHTER EMT ADVERT		
		440-3000-30.00	SELECTBOARD ADS, NOTICES			433.50	0.00	0.00

07/21/21  
03:19 pm

Town of Hinesburg Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 07/21/21

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gross

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Description	Invoice Amount	Discenc. Amount	Discount Amount
SHELDON	SHELDON TRUCKS INC	391977	07/21/21	07/21/21	04	HWY VEH MAINT			
		440-5330-68.05	2014 MACK DUMP TRUCK				515.10	0.00	0.00
		391979	07/21/21	07/21/21	04	HWY VEH MAINT			
		440-5330-68.05	2014 MACK DUMP TRUCK				-36.45	0.00	0.00
		392183	07/21/21	07/21/21	04	HWY VEH MAINT			
		440-5330-68.05	2014 MACK DUMP TRUCK				86.97	0.00	0.00
Total For SHELDON TRUCKS INC							565.62	0.00	0.00
STAPLES	STAPLES ADVANTAGE	8062838416	07/20/21	07/20/21	04	TOWN CLERK SUPPLIES			
		440-3400-20.00	C/T OFFICE SUPPLIES				23.97	0.00	0.00
UNIFIRST	UNIFIRST CORPORATION	1080031002	07/21/21	07/21/21	04	HWY UNIFORMS			
		440-5100-76.00	GEN HGWY UNIFORMS				31.60	0.00	0.00
VALA	VERMONT ASSESSORS & LISTE	9/17/21 CONF	07/20/21	07/20/21	04	ASSESSOR TRAINING			
		440-3650-40.00	ASSESSOR PROF DEV				30.00	0.00	0.00
VIE LLC	VIE LLC	8	07/21/21	07/21/21	04	SOLAR KWH			
		440-5310-76.00	HW BLDG C/M UTILITIES				1,906.70	0.00	0.00
		440-4500-70.00	F/R UTILITIES				206.13	0.00	0.00
		330-5000-76.00	UTILITIES				463.79	0.00	0.00
Invoice 8 Total							2,576.62	0.00	0.00
VISION	VISION SERVICE PLAN	AUG 2021	07/20/21	07/20/21	04	VISION CARE			
		440-9705-05.00	VISION CARE PLAN				311.28	0.00	0.00
VCIL	VT CENTER FOR INDEPENDENT	FY22 APPROP	07/20/21	07/20/21	04	FY22 APPROPRIATION			
		440-9900-00.01	CTR FOR INDEPENDENT LIV				200.00	0.00	0.00
CVT	WAITSFIELD/CHAMPLAIN VALL	36817 7/21	07/21/21	07/21/21	04	TOWN HALL			
		440-5360-77.00	PHONE/FAX/INTERNET				522.35	0.00	0.00
		40156 7/21	07/21/21	07/21/21	04	FIRE DEPT PHONE			
		440-4500-77.00	F/R TELEPHONE				216.74	0.00	0.00
		43244 7/21	07/21/21	07/21/21	04	HWY GARAGE PHONE			
		440-5310-77.00	HW BLDG TELEPHONE				173.58	0.00	0.00
		48173 7/21	07/21/21	07/21/21	04	FIRE DEPT PHONE			
		440-4500-77.00	F/R TELEPHONE				47.13	0.00	0.00
		92288 7/21	07/21/21	07/21/21	03	WATER & SEWER PHONE			
		330-5331-77.00	TELEPHONE				202.85	0.00	0.00
Total For WAITSFIELD/CHAMPLAIN VALLEY TELECOM							1,162.65	0.00	0.00



07/21/21  
03:19 pm

Town of Hinesburg Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 07/21/21

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
-----						89,812.12	0.00	0.00
Report Grand Total						=====	=====	=====

Fund Totals	Expenditures	Dis-Encumbrance
440	85,356.07	0.00
330	4,406.05	0.00
605	50.00	0.00
-----		-----
	89,812.12	0.00

07/21/2021  
03:28 pm

Town of Hinesburg Accounts Payable  
Check Warrant Report # 43053 Current Prior Next FY Invoices  
For checks For Check Acct 04 (GENERAL FUND) 38220 To 38242 07/21/2021 To 07/21/2021

Page 1 of 2  
mross

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
CASELLA	CASELLA WASTE MANANGEMENT	3189768 JULY 4TH TRASH CLEANUP	317.80	0.00	317.80	38220	07/21/21
CCRPC	CHITTENDEN COUNTY REGIONAL	20200915 FY22 ANNUAL DUES	6833.00	0.00	6833.00	38221	07/21/21
FASTENAL	FASTENAL COMPANY	VTBUR296683 SMALL TOOLS	32.06	0.00	32.06	38222	07/21/21
GIROUX	GIROUX BODY SHOF INC	029871 GRADER 2021	1092.78	0.00	1092.78	38223	07/21/21
GMP	GREEN MOUNTAIN POWER CORP	14552 7/21 OLD FIRE STATION	24.32	0.00	24.32	38224	07/21/21
GMP	GREEN MOUNTAIN POWER CORP	19252 7/21 STREET LIGHTS	483.02	0.00	483.02	38224	07/21/21
GMP	GREEN MOUNTAIN POWER CORP	28552 7/21 TOWN HALL	252.96	0.00	252.96	38224	07/21/21
GMP	GREEN MOUNTAIN POWER CORP	44552 7/21 FIRE STATION	330.02	0.00	330.02	38224	07/21/21
GMP	GREEN MOUNTAIN POWER CORP	55682 7/21 POLICE STATION	515.61	0.00	515.61	38224	07/21/21
GMP	GREEN MOUNTAIN POWER CORP	61781 7/21 REC DEPT FACILITIES	25.48	0.00	25.48	38224	07/21/21
GMP	GREEN MOUNTAIN POWER CORP	72881 7/21 SOLAR TRACKER ACCT	20.32	0.00	20.32	38224	07/21/21
					-----		
					Check Total	1651.73	
GMT	GREEN MOUNTAIN TRANSIT	2022-0016 ANNUAL BUS ASSESSEMENT	46748.00	0.00	46748.00	38225	07/21/21
CADORETTE	HENRY CADORETTE	JULY 2021 FIRE STATION CLEANING	208.00	0.00	208.00	38226	07/21/21
JACKMANS	JACKMAN'S OF BRISTOL INC	31482 HEAT PUMP INSTALL	50.00	0.00	50.00	38227	07/21/21
LOVELL M	MERRILY LOVELL	7/13/21 REIM CUSTOM FRAMING CERTIFICA	365.94	0.00	365.94	38228	07/21/21
SLAYTON	MICHAEL SLAYTON	7/20/21 INV YOUTH GOLF CAMP	1620.00	0.00	1620.00	38229	07/21/21
MVP	MVP HEALTH CARE INC	000015402381 HEALTH INSURANCE	19788.14	0.00	19788.14	38230	07/21/21
PETERSOMM	MYLES PETERSON	7/19/21 INV YOUTH TENNIS LESSONS	490.00	0.00	490.00	38231	07/21/21
DENTAL	NORTHEAST DELTA DENTAL	AUG 2021 DENTAL COVERAGE AUG 2021	1430.02	0.00	1430.02	38232	07/21/21
PPSS	P & P SEPTIC SERVICE INC	T-558182 PORTA POTTY HCS	110.00	0.00	110.00	38233	07/21/21
SEVENDAYS	SEVEN DAYS	213036 FIREFIGHTER EMT ADVERT	433.50	0.00	433.50	38234	07/21/21
SHELDON	SHELDON TRUCKS INC	391977 HWY VEH MAINT	515.10	0.00	515.10	38235	07/21/21
SHELDON	SHELDON TRUCKS INC	391979 HWY VEH MAINT	-36.45	0.00	-36.45	38235	07/21/21
SHELDON	SHELDON TRUCKS INC	392183 HWY VEH MAINT	86.97	0.00	86.97	38235	07/21/21
					-----		
					Check Total	565.62	
STAPLES	STAPLES ADVANTAGE	8062838416 TOWN CLERK SUPPLIES	23.97	0.00	23.97	38236	07/21/21
UNIFIRST	UNIFIRST CORPORATION	1080031002 HWY UNIFORMS	31.60	0.00	31.60	38237	07/21/21
VALA	VERMONT ASSESSORS & LISTERS AS	9/17/21 CONF ASSESSOR TRAINING	30.00	0.00	30.00	38238	07/21/21

07/21/21  
03:28 pm

Town of Hinesburg Accounts Payable  
Check Warrant Report # 43053 Current Prior Next FY Invoices  
For checks For Check Acct 04 (GENERAL FUND) 38220 To 38242 07/21/2021 To 07/21/2021

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gross

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
VIE LLC	VIE LLC	8	SOLAR KWH	2576.62	0.00	2576.62	38239 07/21/21
VISION	VISION SERVICE PLAN	AUG 2021	VISION CARE	311.28	0.00	311.28	38240 07/21/21
VCIL	VT CENTER FOR INDEPENDENT LIVI FY22 APPROP	FY22 APPROPRIATION		200.00	0.00	200.00	38241 07/21/21
CVT	WAITSFIELD/CHAMPLAIN VALLEY TE 36817 7/21	TOWN HALL	522.35	0.00	522.35	38242 07/21/21	
CVT	WAITSFIELD/CHAMPLAIN VALLEY TE 40156 7/21	FIRE DEPT PHONE	216.74	0.00	216.74	38242 07/21/21	
CVT	WAITSFIELD/CHAMPLAIN VALLEY TE 43244 7/21	HWY GARAGE PHONE	173.58	0.00	173.58	38242 07/21/21	
CVT	WAITSFIELD/CHAMPLAIN VALLEY TE 48173 7/21	FIRE DEPT PHONE	47.13	0.00	47.13	38242 07/21/21	
					-----		
					Check Total	959.80	
Report Total			-----	-----	-----		
			85,869.86	0.00	85,869.86		
			=====	=====	=====		

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*\*85,869.86  
Let this be your order for the payments of these amounts.

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07/22/2021

Town of Hinesburg Accounts Payable

02:27 pm

Check Warrant Report # 43056 Current Prior Next FY Invoices

mross

For checks For Check Acct 03(SEWER & WATER) 13676 To 13681 07/21/2021 To 07/22/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
PRESCOTT EVERETT J PRESCOTT INC	5890656	WATER SUPPLIES	873.21	0.00	873.21	13676	07/21/21
PRESCOTT EVERETT J PRESCOTT INC	5891980	WATER SUPPLIES	403.27	0.00	403.27	13676	07/21/21
					Check Total	1276.48	
GMP GREEN MOUNTAIN POWER CORP	08290 7/21	FALLS RD WELLHOUSE	881.95	0.00	881.95	13677	07/21/21
GMP GREEN MOUNTAIN POWER CORP	45781 7/21	CVU PUMP REDUCER	150.44	0.00	150.44	13677	07/21/21
GMP GREEN MOUNTAIN POWER CORP	54552 7/21	PUMP STATION GBS	449.31	0.00	449.31	13677	07/21/21
GMP GREEN MOUNTAIN POWER CORP	55781 7/21	LYMAN MDW PUMP	403.46	0.00	403.46	13677	07/21/21
GMP GREEN MOUNTAIN POWER CORP	82881 7/21	LAGOON ROAD	234.10	0.00	234.10	13677	07/21/21
GMP GREEN MOUNTAIN POWER CORP	91881 7/21	STELLA ROAD	58.67	0.00	58.67	13677	07/21/21
					Check Total	2177.93	
MOUNT AIR MOUNTAIN AIR SYSTEMS INC	W11636	REPAIR & MAINT	175.00	0.00	175.00	13678	07/21/21
PPSS P & P SEPTIC SERVICE INC	T-558081	PORTA POTTY LAGOONS	110.00	0.00	110.00	13679	07/21/21
CVT WAITSFIELD/CHAMPLAIN VALLEY TE	92288 7/21	WATER & SEWER PHONE	202.85	0.00	202.85	13680	07/21/21
TOWN TOWN OF HINESBURG	7/22/21 DUE	DUE TO GF FROM W/S	85000.00	0.00	85000.00	13681	07/22/21
Report Total			88,942.26	0.00	88,942.26		

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*\*88,942.26  
 Let this be your order for the payments of these amounts.

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07/22/21  
02:07 pm

Town of Hinesburg Payroll  
Check Warrant Report #15454  
Check date 07/22/21 to 07/22/21

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mross

Employee	Gross	Fringes	Reimburs	FWT	FICA	MEDI	SWT	SBI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
ALEXANDER, JOHN C., JR	1371.83	0.00	0.00	132.35	85.05	19.89	40.22	0.00	0.00	223.64	0.00	870.68	E 14545
ANTHONY, MICHAEL W.	1796.60	0.00	0.00	217.66	111.39	26.05	82.07	0.00	0.00	101.06	0.00	1258.37	E 14546
BAILLEY, ERIK B.	1508.00	0.00	0.00	163.26	93.50	21.87	48.77	0.00	0.00	286.51	0.00	894.09	E 14547
BRYAN, FRANK M.	1254.04	0.00	0.00	143.71	77.75	18.18	42.90	0.00	0.00	88.65	0.00	882.85	E 14548
CAMBRIDGE, ANTHONY S.	1492.00	0.00	0.00	83.55	92.50	21.63	26.86	0.00	0.00	134.81	0.00	1132.65	E 14549
CASCO, CALEB M.	1926.72	0.00	0.00	170.39	119.46	27.94	58.57	0.00	0.00	244.59	0.00	1305.77	E 14550
COONRADT, AMY A.	99.00	0.00	0.00	0.00	6.14	1.44	1.27	0.00	0.00	0.00	0.00	90.15	E 14551
CYPRES, MITCHEL S.	1164.96	0.00	0.00	96.12	72.23	16.89	30.69	0.00	0.00	65.53	0.00	883.50	E 14552
DUBIN GROSSMAN, JOY	1442.16	0.00	0.00	117.59	89.41	20.91	36.62	0.00	0.00	81.12	0.00	1096.51	E 14553
HOLLWEDEL, BENJAMIN N.	184.32	0.00	0.00	2.57	11.43	2.67	1.29	0.00	0.00	0.00	0.00	166.36	E 14554
HULSHOF, JEREMY B.	1044.80	0.00	0.00	72.59	64.78	15.15	24.06	0.00	0.00	109.65	0.00	758.57	E 14555
JARVIS, JAMES L.	430.00	0.00	0.00	0.00	26.66	6.24	8.27	0.00	0.00	0.00	0.00	388.83	E 14556
LINDEMOUTH, BRETT A.	1654.76	0.00	0.00	208.71	102.60	23.99	48.23	0.00	0.00	143.96	0.00	1127.27	E 14557
MCCUIN, JENNIFER	697.50	0.00	0.00	32.77	43.25	10.11	12.70	0.00	0.00	135.23	0.00	463.44	E 14558
MUSUMECI, DOMINIC	1113.60	0.00	0.00	132.74	69.04	16.15	39.74	0.00	0.00	99.96	0.00	755.97	E 14559
ODIT, TODD R.	2307.76	0.00	0.00	244.44	143.08	33.46	108.90	0.00	0.00	129.81	0.00	1648.07	E 14560
ROBERTS, HEATHER J.	938.40	0.00	0.00	40.70	58.18	13.61	23.53	0.00	0.00	103.67	0.00	698.71	E 14561
ROSS, MELISSA B.	1445.60	0.00	0.00	241.67	89.63	20.96	75.42	0.00	0.00	99.43	0.00	918.49	E 14562
SHERMAN, BART	1258.81	0.00	0.00	144.70	78.05	18.25	43.20	0.00	0.00	108.13	0.00	866.48	E 14563
SMITH, FRANCIS T.	920.16	0.00	0.00	92.58	57.05	13.34	27.69	0.00	0.00	51.76	0.00	677.74	E 14564
TURNER, JOSHUA M.	359.04	0.00	0.00	11.75	22.26	5.21	7.15	0.00	0.00	0.00	0.00	312.67	E 14565
WAGER, WILLIAM H.	196.16	0.00	0.00	0.00	12.16	2.84	0.00	0.00	0.00	0.00	0.00	181.16	E 14566
WEINHAGEN, ALEXANDER C.	1433.60	0.00	0.00	177.18	88.88	20.79	53.07	0.00	0.00	215.59	0.00	878.09	E 14567
	26039.82	0.00	0.00	2527.03	1614.48	377.57	841.22	0.00	0.00	2423.10	0.00	18256.42	

07/22/21  
02:07 pm

Town of Hinesburg Payroll  
Check Warrant Report #15454  
Check date 07/22/21 to 07/22/21

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gross

Employee	Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
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To the Treasurer of Hinesburg  
we hereby certify that there is due to the several persons whose  
names are listed hereon the sum against each name and that  
here are good and sufficient vouchers supporting the  
payments

SELECT BOARD

aggregating \$ \*\*18,256.42

Let this be your order for the payments of these amounts.

07/29/21  
02:06 pm

Town of Hinesburg Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 07/29/21

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gross

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
APS ALLEN POOLS & SPAS	111522114011		07/29/21	07/29/21	03 WW CHEMICALS			
	330-5480-21.00	OPERATING SUPPLIES				942.35	0.00	0.00
CVS CHAMPLAIN VALLEY SPORTS	7/27/21 INV		07/28/21	07/28/21	04 FIELD LINE STRIPING			
	440-5600-80.00	REC FACILITIES MAINT				173.80	0.00	0.00
ENDYNE ENDYNE INC	378856		07/28/21	07/28/21	03 TESTING			
	330-5000-60.00	TESTING				60.00	0.00	0.00
	378857		07/28/21	07/28/21	03 TESTING			
	330-5000-60.00	TESTING				20.00	0.00	0.00
	379075		07/28/21	07/28/21	03 TESTING			
	330-5480-60.00	TESTING				220.00	0.00	0.00
	379098		07/28/21	07/28/21	03 WW TESTING			
	330-5480-60.00	TESTING				20.00	0.00	0.00
	379221		07/28/21	07/28/21	03 LYMAN MDWS TESTING			
	330-5000-60.00	TESTING				80.00	0.00	0.00
Total For ENDYNE INC						400.00	0.00	0.00
FASSTENAL FASTENAL COMPANY	VTBUR296360		07/28/21	07/28/21	03 WW SUPPLIES			
	330-5480-22.00	REPAIR & MTCE. SUPPLIES				48.63	0.00	0.00
INTEGRATE INTEGRATED MAILING SYSTEM	5971		07/28/21	07/28/21	04 ENVELOPES			
	440-3400-20.00	C/T OFFICE SUPPLIES				180.00	0.00	0.00
	330-5331-20.00	OFFICE SUPPLIES				180.00	0.00	0.00
Invoice 5971 Total						360.00	0.00	0.00
JOHNSON JOHNSON HARDWARE & RENTAL	40303		07/28/21	07/28/21	04 HWY CULVERTS			
	601-4500-00.02	CULVERT REPLACEMENTS				3,711.00	0.00	0.00
KONICA KONICA MINOLTA PREMIER FI	448591511		07/28/21	07/28/21	04 TOWN HALL COPIERS			
	440-5360-68.01	COPIER REPAIRS / MAINT				381.21	0.00	0.00
	448591917		07/28/21	07/28/21	04 TOWN HALL COPIER COLOR			
	440-5360-68.01	COPIER REPAIRS / MAINT				195.83	0.00	0.00
Total For KONICA MINOLTA PREMIER FINANCE						577.04	0.00	0.00
BRACE MJ MARYJO BRACE	FY21 STIPEND		07/26/21	07/26/21	04 FY 21 STIPEND			
	440-6820-10.00	COORDINATOR STIPEND				600.00	0.00	0.00
BANKOFMID NATIONAL BANK OF MIDDLEBU	68069 FY22		07/28/21	07/28/21	04 2017 FORD F-250 W FLOW			
	602-4200-00.16	2017FORD F-350 W/FLOW & C				13,948.13	0.00	0.00

07/29/21  
02:06 pm

Town of Hinesburg Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 07/29/21

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gross

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	68070 FY22		07/28/21	07/28/21	03	W/WW FORD F-350 2018		
	330-5331-99.03		FORD F-350 2018 W/S			9,257.32	0.00	0.00
	68071 FY22		07/28/21	07/28/21	04	2018 FREIGHTLINER DUMP		
	602-4200-00.17		2018 FREIGHTLINER DUMP			27,950.23	0.00	0.00
	68072 FY22		07/28/21	07/28/21	04	2017 VOLVO LOADER		
	602-4200-00.15		2017 VOLVO LOADER			29,974.36	0.00	0.00
<b>Total For NATIONAL BANK OF MIDDLEBURY</b>						<b>81,130.04</b>	<b>0.00</b>	<b>0.00</b>
PRIMMER	PRIMMER PIPER EGGLESTON &	6/29/21	LEGAL	07/28/21	07/28/21	03	WWTF UPGRADE LEGAL FEES	
	330-5489-00.04		WW UPGRADE-LEGAL				700.00	0.00
RELIANT	RELIANT ELECTRIC WORKS IN	10415		07/28/21	07/28/21	04	MT FRITCHARD GENERATOR	
	440-4500-22.03		F/R COMM EQUIP & MAINT				392.00	0.00
SECURSHRE	SECURSHRED, INC.	368298		07/28/21	07/28/21	04	SHREDDING DOCUMENTS	
	440-3400-20.00		C/T OFFICE SUPPLIES				50.00	0.00
SENEASAC	SENEASAC INC	20285		07/29/21	07/29/21	03	WW UPGRADE LAGOONS	
	330-5489-00.01		WW UPGRADE-CONSTRUCTION				7,500.00	0.00
SEVENDAYS	SEVEN DAYS	213188		07/28/21	07/28/21	04	FIREFIGHTER / EMT ADVERT	
	440-3000-30.00		SELECTBOARD ADS, NOTICES				433.50	0.00
SHELDON	SHELDON TRUCKS INC	392414		07/29/21	07/29/21	04	HWY VEH MAINT	
	440-5330-68.05		2014 MACK DUMP TRUCK				89.76	0.00
TAILHOOK	TAILHOOK TOWING LLC	9372		07/28/21	07/28/21	04	HPD1E2 2001 FIRE TRUCK	
	440-4500-68.02		ENGINE 2 2001				2,512.77	0.00
UNIFIRST	UNIFIRST CORPORATION	1080032214		07/28/21	07/28/21	04	HWY UNIFORMS	
	440-5100-76.00		GEN HWY UNIFORMS				41.14	0.00
VHB	VANASSE HANGEN BRUSTLIN I	0347266		07/28/21	07/28/21	04	VILLAGE SO. SIDEWALK	
	605-4500-00.06		VILLAGE S SIDEWALK-\$12050				1,145.17	0.00
VALIC	VARIABLE ANNUITY LIFE INS	0008459507		07/28/21	07/28/21	04	GROUP #56926	
	440-1144-05.00		VALIC				500.68	0.00
VISION	VISION SERVICE PLAN	812826544		07/28/21	07/28/21	04	AUGUST 2021 VISION PLAN	
	440-9705-05.00		VISION CARE PLAN				311.28	0.00
VTCORRECT	VT OFFENDER WORK PROGRAMS	886035		07/29/21	07/29/21	04	HWY TRUCK DECALS	
	440-5330-68.00		HW VEH REPAIR/MAINT				25.28	0.00
WAHL	WAHL LANDSCAPING, LLP	159487		07/28/21	07/28/21	04	LAGOON RD AROUND TRACKERS	
	440-3710-97.01		SOLAR TRACKER-OPER EXP				600.00	0.00



07/29/21  
02:06 pm

Town of Hinesburg Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 07/29/21

Page 3 of 3  
mross

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	159643		07/28/21	07/28/21	04			
	440-6820-68.00		CEMETERY REPAIRS/MAINT			140.00	0.00	0.00
Total For WAHL LANDSCAPING, LLP						740.00	0.00	0.00
WESTWARD WESTWARD EQUIPMENT SERVIC WL70683								
	440-5100-23.00		07/29/21	07/29/21	04	559.00	0.00	0.00
			GEN HIGHWAY TOOLS/EQUIP					
WILLISTON WILLISTON RECREATION & PA 072621-1								
	440-5600-85.02		07/28/21	07/28/21	04	320.00	0.00	0.00
			YOUTH SPORTS					
Report Grand Total						103,263.44	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
330	19,028.30	0.00
440	7,506.25	0.00
601	3,711.00	0.00
602	71,872.72	0.00
605	1,145.17	0.00
	103,263.44	0.00

For checks For Check Acct 04(GENERAL FUND) 38243 To 38261 07/29/2021 To 07/29/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
CVS	CHAMPLAIN VALLEY SPORTS	7/27/21 INV FIELD LINE STRIPING	173.80	0.00	173.80	38243	07/29/21
INTEGRATE	INTEGRATED MAILING SYSTEMS	5971 ENVELOPES	360.00	0.00	360.00	38244	07/29/21
JOHNSON	JOHNSON HARDWARE & RENTAL	40303 HWY CULVERTS	3711.00	0.00	3711.00	38245	07/29/21
KONICA	KONICA MINOLTA PREMIER FINANCE	448591511 TOWN HALL COPIERS	381.21	0.00	381.21	38246	07/29/21
KONICA	KONICA MINOLTA PREMIER FINANCE	448591917 TOWN HALL COPIER COLOR	195.83	0.00	195.83	38246	07/29/21
					-----		
					Check Total	577.04	
BRACE MJ	MARYJO BRACE	FY21 STIPEND FY 21 STIPEND	600.00	0.00	600.00	38247	07/29/21
BANKOFMID	NATIONAL BANK OF MIDDLEBURY	68069 FY22 2017 FORD F-250 W FLOW	13948.13	0.00	13948.13	38248	07/29/21
BANKOFMID	NATIONAL BANK OF MIDDLEBURY	68071 FY22 2018 FREIGHLINER DUMP	27950.23	0.00	27950.23	38248	07/29/21
BANKOFMID	NATIONAL BANK OF MIDDLEBURY	68072 FY22 2017 VOLVO LOADER	29974.36	0.00	29974.36	38248	07/29/21
					-----		
					Check Total	71872.72	
RELIANT	RELIANT ELECTRIC WORKS INC	10415 MT FRITCHARD GENERATOR	392.00	0.00	392.00	38249	07/29/21
SECURSHRE	SECURSHRED, INC.	368298 SHREDDING DOCUMENTS	50.00	0.00	50.00	38250	07/29/21
SEVENDAYS	SEVEN DAYS	213188 FIREFIGHTER / EMT ADVERT	433.50	0.00	433.50	38251	07/29/21
SHELDON	SHELDON TRUCKS INC	392414 HWY VEH MAINT	89.76	0.00	89.76	38252	07/29/21
TAILHOOK	TAILHOOK TOWING LLC	9372 HFD1E2 2001 FIRE TRUCK	2512.77	0.00	2512.77	38253	07/29/21
UNIFIRST	UNIFIRST CORPORATION	1080032214 HWY UNIFORMS	41.14	0.00	41.14	38254	07/29/21
VHE	VANASSE HANGEN BRUSTLIN INC	0347266 VILLAGE SO. SIDEWALK	1145.17	0.00	1145.17	38255	07/29/21
VALIC	VARIABLE ANNUITY LIFE INSURANC	0008459507 GROUP #56926	500.68	0.00	500.68	38256	07/29/21
VISION	VISION SERVICE PLAN	812826544 AUGUST 2021 VISION PLAN	311.28	0.00	311.28	38257	07/29/21
VTCORRECT	VT OFFENDER WORK PROGRAMS	896035 HWY TRUCK DECALS	25.28	0.00	25.28	38258	07/29/21
WAHL	WAHL LANDSCAPING, LLP	159487 LAGOON RD AROUND TRACKER	600.00	0.00	600.00	38259	07/29/21
WAHL	WAHL LANDSCAPING, LLP	159643 CEMETERY MAINT	140.00	0.00	140.00	38259	07/29/21
					-----		
					Check Total	740.00	
WESTWARD	WESTWARD EQUIPMENT SERVICE	W170683 INSPECTION LIFT SET	559.00	0.00	559.00	38260	07/29/21
WILLISTON	WILLISTON RECREATION & PARKS	072621-1 TRACK & FIELD X 8 KIDS	320.00	0.00	320.00	38261	07/29/21

07/29/2021  
02:20 pm

Town of Hinesburg Accounts Payable  
Check Warrant Report # 43058 Current Prior Next FY Invoices  
For checks For Check Acct 04(GENERAL FUND) 38243 To 38261 07/29/2021 To 07/29/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			84,415.14	0.00	84,415.14		

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*\*84,415.14  
Let this be your order for the payments of these amounts.

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07/29/21  
02:20 pm

Town of Hinesburg Accounts Payable  
 Check Warrant Report # 43057 Current Prior Next FY Invoices  
 For checks For Check Acct 03(SEWER & WATER) 13682 To 13687 07/29/21 To 07/29/21

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
APS	ALLEN POOLS & SPAS	111522114011 WW CHEMICALS	942.35	0.00	942.35	13682	07/29/21
ENDYNE	ENDYNE INC	378856 TESTING	60.00	0.00	60.00	13683	07/29/21
ENDYNE	ENDYNE INC	378857 TESTING	20.00	0.00	20.00	13683	07/29/21
ENDYNE	ENDYNE INC	379075 TESTING	220.00	0.00	220.00	13683	07/29/21
ENDYNE	ENDYNE INC	379098 WW TESTING	20.00	0.00	20.00	13683	07/29/21
ENDYNE	ENDYNE INC	379221 LYMAN MDWS TESTING	80.00	0.00	80.00	13683	07/29/21
					-----		
					Check Total	400.00	
FASTENAL	FASTENAL COMPANY	VTBUR296360 WW SUPPLIES	48.63	0.00	48.63	13684	07/29/21
BANKOFMID	NATIONAL BANK OF MIDDLEBURY	68070 FY22 W/WW FORD F-350 2018	9257.32	0.00	9257.32	13685	07/29/21
PRIMMER	PRIMMER PIPER EGGLESTON & CRAM	6/29/21LEGAL WWTF UPGRADE LEGAL FEES	700.00	0.00	700.00	13686	07/29/21
SENEBAC	SENEBAC INC	20285 WW UPGRADE LAGOONS	7500.00	0.00	7500.00	13687	07/29/21
Report Total			-----	-----	-----		
			18,848.30	0.00	18,848.30		
			=====				

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*\*18,848.30  
 Let this be your order for the payments of these amounts.

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07/29/21  
01:12 pm

Town of Hinesburg Payroll  
Check Warrant Report #15455  
Check date 07/29/21 to 07/29/21

Page 1 of 2  
gross

Employee	Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
ALEXANDER, JOHN C., JR	2009.28	0.00	0.00	208.84	124.58	29.13	71.35	0.00	0.00	259.49	0.00	1315.89	E 14568
ANTHONY, MICHAEL W.	1900.25	0.00	0.00	229.40	117.82	27.55	88.52	0.00	0.00	106.89	0.00	1330.07	E 14569
BAILEY, ERIK B.	1575.20	0.00	0.00	175.73	97.66	22.84	52.51	0.00	0.00	297.01	0.00	929.45	E 14570
BAKER, NICHOLAS R.	1000.00	0.00	0.00	3.46	62.00	14.50	21.23	0.00	0.00	0.00	898.81	0.00	22566
BRYAN, FRANK M.	937.60	0.00	0.00	83.32	58.13	13.60	24.76	0.00	0.00	70.85	0.00	686.94	E 14571
CAMBRIDGE, ANTHONY S.	1492.00	0.00	0.00	83.55	92.50	21.63	26.86	0.00	0.00	134.81	0.00	1132.65	E 14572
CASCO, CALEB M.	1382.40	0.00	0.00	108.75	85.71	20.04	34.22	0.00	0.00	213.97	0.00	919.71	E 14573
COONRADT, AMY A.	82.50	0.00	0.00	0.00	5.12	1.20	0.72	0.00	0.00	0.00	0.00	75.46	E 14574
CYPES, MITCHEL S.	1164.96	0.00	0.00	96.12	72.23	16.89	30.69	0.00	0.00	65.53	0.00	883.50	E 14575
GIROUX, TOM	313.50	0.00	0.00	15.48	19.44	4.55	5.62	0.00	0.00	0.00	0.00	268.41	E 14577
DUBIN GROSSMAN, JOY	1442.16	0.00	0.00	117.59	89.41	20.91	36.62	0.00	0.00	81.12	0.00	1096.51	E 14576
HOLLWEDEL, BENJAMIN N.	184.32	0.00	0.00	2.57	11.43	2.67	1.29	0.00	0.00	0.00	0.00	166.36	E 14578
HULSHOF, JEREMY B.	1201.52	0.00	0.00	90.34	74.49	17.42	29.02	0.00	0.00	118.47	0.00	871.78	E 14579
JARVIS, JAMES L.	430.00	0.00	0.00	0.00	26.66	6.24	8.27	0.00	0.00	0.00	0.00	388.83	E 14580
LINDEMUTH, BRETT A.	1141.20	0.00	0.00	102.09	70.75	16.55	29.94	0.00	0.00	115.07	0.00	806.80	E 14581
MCCUIN, JENNIFER	697.50	0.00	0.00	32.77	43.25	10.11	12.70	0.00	0.00	135.23	0.00	463.44	E 14582
MUSUMECI, DOMINIC	1280.64	0.00	0.00	167.42	79.40	18.57	50.14	0.00	0.00	109.36	0.00	855.75	E 14583
ODIT, TODD R.	2307.76	0.00	0.00	244.44	143.08	33.46	108.90	0.00	0.00	129.81	0.00	1648.07	E 14584
ROBERTS, HEATHER J.	938.40	0.00	0.00	40.70	58.18	13.61	23.53	0.00	0.00	103.67	0.00	698.71	E 14585
ROSS, MELISSA B.	1445.60	0.00	0.00	241.67	89.63	20.96	75.42	0.00	0.00	99.43	0.00	918.49	E 14586
SHERMAN, BART	1027.60	0.00	0.00	96.69	63.71	14.90	28.80	0.00	0.00	95.12	0.00	728.38	E 14587
SMITH, FRANCIS T.	920.16	0.00	0.00	92.58	57.05	13.34	27.69	0.00	0.00	51.76	0.00	677.74	E 14588
TURNER, JOSHUA M.	168.96	0.00	0.00	0.00	10.48	2.45	0.78	0.00	0.00	0.00	0.00	155.25	E 14589
WAGER, WILLIAM H.	196.16	0.00	0.00	0.00	12.16	2.84	0.00	0.00	0.00	0.00	0.00	181.16	E 14590
WAITE, EDWARD	75.00	0.00	0.00	0.00	4.65	1.09	0.00	0.00	0.00	0.00	0.00	69.26	E 14591

07/29/21  
01:12 pm

Town of Hinesburg Payroll  
Check Warrant Report #15455  
Check date 07/29/21 to 07/29/21

Employee

Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
-----												
WEINHAGEN, ALEXANDER C.												
1433.60	0.00	0.00	177.18	88.88	20.79	53.07	0.00	0.00	215.59	0.00	878.09	E 14592
-----												
26748.27	0.00	0.00	2410.69	1658.40	387.84	842.65	0.00	0.00	2403.18	898.81	18146.70	
*****												

To the Treasurer of Hinesburg

we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that here are good and sufficient vouchers supporting the payments

SELECT BOARD

aggregating \$ \*\*19,045.51

Let this be your order for the payments of these amounts.