



TOWN OF SUNAPEE
Water and Sewer Commission

P.O. Box 347, Sunapee, NH 03782-0347
(603) 763-2115

Board of Commissioners Meeting
July 28, 2022, 5:30 p.m.
Sunapee Town Office Meeting Room

1. Call to order
2. New London/Sunapee Joint Quarterly Meeting
April 28, 2022 Joint Meeting Minutes
3. Forms for Approval:
June 30, 2022 Meeting Minutes
June Sewer Purchase Journal
June Water Purchase Journal
2022 Sewer Income Statement to date
2022 Water Income Statement to date
4. Wastewater Treatment Highlights
5. Water Treatment Highlights
UV System Progress
6. Old & New Business
Abby Brown-Beech Street Project
Fuss & O'Neil Proposals
7. Next Monthly Meeting August 25, 2022
8. Adjourn



TOWN OF SUNAPEE
WATER & SEWER COMMISSION
P.O. Box 347, Sunapee, New Hampshire 03782-0347
(603) 763-2115

New London/Sunapee Water & Sewer Commission Joint Quarterly Meeting
April 28, 2022
Sunapee Town Offices Meeting Room

PRESENT: Jimmy Williams – Vice Chairman, Douglas Gamsby, Richard Curtis, Charles Hirshberg, Jeffrey Reed.

Also present: Holly Leonard, David Bailey, New London Selectmen-Nancy Rollins and Janet Kidder, Kimberly Hallquist-New London Town Administrator.

The Vice-Chairman called the meeting to order at 5:30 p.m.:

1. January 27, 2022 Joint Meeting Minutes: Douglas G. made a motion to accept the New London-Sunapee joint meeting minutes from January, seconded by Jeffrey R., Sunapee voted in favor, New London voted in favor, so declared by the Vice-Chairman.
2. Wastewater Treatment Highlights: Dave B. reported that the Wastewater Treatment Plant has been running very well despite the high flows, and that there have not been any issues. Dave B. stated that toxicity samples are going out to the lab this week and that they had started using the rare earth around the 13th to control phosphorus levels. He stated that this had worked wonderfully. He reported that he had filed the application for the new discharge permit. And that he had received confirmation from EPA that they have it and will be working on it.
Dave B. stated that Anthony from DES will be coming June 1 to do sludge quality certification testing and that Anthony has also conducted the collection system PFOA sampling but that he has not seen any results of that testing yet.
Douglas G. questioned what was causing the high flows, and Dave B. responded that it was likely due to inflow and infiltration. There was some discussion regarding where the flows are coming from and what is happening to cause them.

New London departed the meeting at 5:42 p.m.

Submitted by Holly Leonard.



TOWN OF SUNAPEE
WATER & SEWER COMMISSION
P.O. Box 347, Sunapee, New Hampshire 03782-0347
(603) 763-2115

Board of Commissioners Meeting
June 30, 2022
Sunapee Town Office Meeting Room

PRESENT: Theodore Gallup – Chairman, Jimmy Williams, Richard Curtis, Charles Hirshberg, Jeffrey Reed, Wayne Stoddard, Douglas Gamsby.

Also present: Holly Leonard, Aaron Cartier and Daniel Monette P.E.-Fuss & O'Neill.

The Chairman called the meeting to order at 5:30 p.m.

1. Forms for Approval:

May 26, 2022 Meeting Minutes: Douglas G. made a motion to accept the May 26th meeting minutes, seconded by Wayne S. voted unanimously in the affirmative, so declared by the Chairman.

May Sewer Purchase Journal: Douglas G. made a motion to accept the May Sewer Purchase Journal, seconded by Charles H., after some discussion regarding DeCamp and Eversource, voted unanimously in favor, so declared by the Chairman.

May Water Purchase Journal: Douglas G. made a motion to accept the May Water Purchase Journal, seconded by Jeffrey R., after some discussion regarding Kelley Plumbing and Heating and the rental of the excavator, voted unanimously in the affirmative, so declared by the Chairman.

2022 Sewer Income Statement to date: Douglas G. made a motion to accept the Sewer Department Income Statement for 2022 to date, seconded by Jimmy W., after some discussion regarding sewer user fees, voted unanimously in the affirmative, so declared by the Chairman.

2022 Water Income Statement to date: Douglas G. made a motion to accept the Water Income Statement through May, seconded by Jeffrey R., voted unanimously in favor, so declared by the Chairman.

BHT 10 Abatement Request: There was some discussion regarding the property and that the owners need to replace their service line. Jeffrey R. made a motion to approve the request for abatement for 10 Burkehaven Terrace, seconded by Charles H., voted unanimously in favor, so declared by the Chairman.

2023 Grant Application and Certification of Authorization to sign: Charles H. made a motion to approve the fiscal year 2023 grant in the amount of \$22,000 and to authorize Theodore G. to sign on behalf of the Commission, seconded by Douglas G., voted unanimously in favor, so declared by the Chairman.

2. Wastewater Treatment Highlights: Aaron C. reported that everything has been running pretty smoothly at the Wastewater Treatment Plant and that the Department has been working on manholes on Birch Point. He stated that they did some jetting in the area of the Anchorage and that they had cleaned the siphon chamber in the harbor to get ready for the big fourth of July week. Aaron C. stated that they would be jetting the lines on Birch Point after they are finished with the manholes.

3. Water Treatment Highlights:

Aaron C. stated that Comcast will be running a line to River Road on July 6th and that A/D will come and attach instrumentation lines to Harbor Hill after that. He reported that the UV System is running smoothly and that the air release valves seem to be mostly working to alleviate the air bubble problem. There was some discussion regarding when the project will be completed and that the new instrumentation will not be received until September.

4. Old & New Business:

Aaron C. reported that the new construction Beech Street that wants to connect on Maple Street is back on and that he has spoken with Stevens about the possibility of extending the water and sewer mains there so that this might be happening at some point.

Town Forest: Charles H. questioned if anything is going on with the Wastewater Treatment Plant – Town Forest issue. Theodore G. replied that Holly L. had found information regarding the Town votes on this. Holly L. stated that in 1968 the Town voted to build a Wastewater plant and construct sewer lines, then in 69 there had been a warrant article to purchase the Archer property for construction of a Sewer Treatment Plant and the following year the Archer site was listed on Town Properties as the future site of the Sewer Treatment Plant. There was some discussion regarding what has to happen for the lot to be taken out of Town Forest and how solar panels would be able to be placed on the lot.

Fuss & O'Neill Proposals: Holly L. stated that the Selectmen had approved the use of the Local Fiscal Recovery Funds from ARPA for the \$39,900 to engineer the crossings of Route 11 and that the Town Manager had signed off on it.

Theodore G. questioned how long the engineering plans for replacement of the water lines would be good for if the construction couldn't happen right away. Daniel M. replied that the underground conditions don't tend to change so the plans should be good pretty much infinitely. There was some discussion regarding which project should be tackled first and if Central Street should be split up from High Street and Route 103B. There was some discussion regarding the Local Fiscal Recovery Funds from ARPA, how much had been received and if the second disbursement would be coming soon. There was some discussion regarding the possibility of combining some of the borings with the replacement of Lower Main Street and that this line replacement may be more important as it will provide better flows in Town while the other Streets were more problematic due to aesthetics. There was some discussion regarding the paving schedule and if any of this might tie into the water infrastructure repairs. Wayne S. made a motion to push forward the proposal for design and permitting for Lower Main Street from Fuss & O'Neill in the amount of \$109,000, seconded by Douglas G., voted unanimously in favor, so declared by the Chairman.

Ordinance Revisions: Holly L. stated that Aaron C. had given her a few notes on the Water Ordinance that she will work on proposing to change and that she will check with the State to see if they need to approve ordinance changes or not.

The next monthly meeting will be held on July 28, 2022.

6:23 p.m. Douglas G. made a motion to adjourn, seconded by Charles S., voted unanimously in the affirmative, so declared by the Chairman.

Sunapee SEWER Department
Purchase Journal
For the Period From Jun 1, 2022 to Jun 30, 2022

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by Date. Report is printed in Detail Format.

Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
6/2/22	53031C Alarms 202000 Accounts Payable	1065065		347.40	
			MISSION COMMUNICATIONS, LLC		347.40
6/2/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070132397		52.96 23.78 65.07	
			UNIFIRST		141.81
6/2/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070134353		52.96 23.78 65.07	
			UNIFIRST		141.81
6/2/22	56230C Pump Station Maint. Supply 202000 Accounts Payable	2437595		27.15	
			BELLETTETTES		27.15
6/2/22	56100C Office Supplies 202000 Accounts Payable	25184175		15.99	
			QUILL CORPORATION		15.99
6/2/22	54200P Heating Fuel Expense 202000 Accounts Payable	48658		113.10	
			IRVING OIL CORP		113.10
6/2/22	53030P Telephone 53030C Telephone 53031C Alarms 202000 Accounts Payable	5/22		207.00 70.32 371.90	
			CONSOLIDATED COMMUNICATIONS		649.22
6/2/22	56120C Postage Expense 56120P Postage Expense 202000 Accounts Payable	6-30-22		66.00 66.00	
			POSTMASTER		132.00
6/2/22	56240P Auto Fuel Expense 202000 Accounts Payable	81274764		14.00	
			WEX BANK		14.00
6/2/22	56210P Maintenance Supply 202000 Accounts Payable	883347		136.28	
			SANEL NAPA		136.28
6/2/22	53050C Auto Repair/Service 202000	883386		116.28	
			SANEL NAPA		116.28

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
	Accounts Payable				
6/2/22	56210P Maintenance Supply 202000 Accounts Payable	884120	SANEL NAPA	108.29	108.29
6/2/22	56210P Maintenance Supply 202000 Accounts Payable	884231	SANEL NAPA	27.98	27.98
6/2/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	884233	SANEL NAPA	101.92	101.92
6/2/22	53050P Auto Repair/Service 202000 Accounts Payable	884355	SANEL NAPA	23.97	23.97
6/2/22	53050P Auto Repair/Service 202000 Accounts Payable	884385	SANEL NAPA	4.69	4.69
6/2/22	53075C Manhole Contract 202000 Accounts Payable	INV0143863	TI-SALES	5,286.32	5,286.32
6/2/22	56210P Maintenance Supply 202000 Accounts Payable	S3556658.001	ROCKINGHAM ELECTRIC	466.39	466.39
6/2/22	56210P Maintenance Supply 202000 Accounts Payable	S3559687.001	ROCKINGHAM ELECTRIC	108.52	108.52
6/8/22	53094P BIOS HANDLING 202000 Accounts Payable	00011574	Town of Merrimack	2,529.30	2,529.30
6/8/22	53090P Outside Lab Services 202000 Accounts Payable	243431	EASTERN ANALYTICAL, INC.	154.00	154.00
6/8/22	53090P Outside Lab Services 202000 Accounts Payable	244075	EASTERN ANALYTICAL, INC.	70.00	70.00
6/8/22	56290P Chemical Expense 202000 Accounts Payable	290210149	HARCROS CHEMICALS INC.	919.25	919.25
6/8/22	56210P Maintenance Supply 202000 Accounts Payable	3510966	HOME DEPOT CREDIT SERVICES	90.07	90.07

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Purchase Journal
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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
6/8/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	58746	UNITED CONSTRUCTION CORP	236.47	236.47
6/8/22	53050P Auto Repair/Service 53050C Auto Repair/Service 202000 Accounts Payable	885352	SANEL NAPA	33.33 33.33	66.66
6/9/22	56210P Maintenance Supply 202000 Accounts Payable	2456187	BELLETTETTES	20.48	20.48
6/9/22	53075C Manhole Contract 202000 Accounts Payable	2461266	BELLETTETTES	30.18	30.18
6/9/22	53075C Manhole Contract 202000 Accounts Payable	7902139	HOME DEPOT CREDIT SERVICES	778.41	778.41
6/15/22	56270P Lab Supplies 202000 Accounts Payable	000861	USA BLUEBOOK	859.06	859.06
6/15/22	56270P Lab Supplies 202000 Accounts Payable	001047	USA BLUEBOOK	176.16	176.16
6/15/22	56270P Lab Supplies 202000 Accounts Payable	001048	USA BLUEBOOK	47.43	47.43
6/15/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070138028	UNIFIRST	52.96 23.78 63.16	139.90
6/15/22	56240C Auto Fuel Expense 56240P Auto Fuel Expense 202000 Accounts Payable	330933	TREASURER STATE OF NH	387.33 173.32	560.65
6/15/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	58824	UNITED CONSTRUCTION CORP	58.61	58.61
6/15/22	54100P Electricity Expense 54100C Electricity Expense	6/2022		4,287.01 1,054.65	

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
	202000 Accounts Payable		EVERSOURCE		5,341.66
6/15/22	54200C Heating Fuel Expense 202000 Accounts Payable	843398		252.88	
			IRVING OIL CORP		252.88
6/15/22	56210P Maintenance Supply 202000 Accounts Payable	886230		19.69	
			SANEL NAPA		19.69
6/15/22	56230C Pump Station Maint. Supply 202000 Accounts Payable	886336		33.98	
			SANEL NAPA		33.98
6/15/22	53030P Telephone 53030C Telephone 202000 Accounts Payable	9908295544		104.25	
				104.25	
			VERIZON WIRELESS		208.50
6/15/22	56270P Lab Supplies 202000 Accounts Payable	997208		252.24	
			USA BLUEBOOK		252.24
6/15/22	56210P Maintenance Supply 202000 Accounts Payable	NHCLA129891		64.76	
			FASTENAL COMPANY		64.76
6/23/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070139916		52.96	
				23.78	
				63.16	
			UNIFIRST		139.90
6/23/22	56140P Breakroom Supplies 202000 Accounts Payable	17720654 062122		62.36	
			CRYSTAL ROCK LLC		62.36
6/23/22	53090P Outside Lab Services 202000 Accounts Payable	244782		115.50	
			EASTERN ANALYTICAL, INC.		115.50
6/23/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	414775		95.55	
			NEWPORT SAND & GRAVEL		95.55
6/23/22	53075C Manhole Contract 202000 Accounts Payable	58880		113.40	
			UNITED CONSTRUCTION CORP		113.40
6/23/22	53075C Manhole Contract 202000	58947		128.70	
			UNITED CONSTRUCTION CORP		128.70

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	Accounts Payable		CORP		
6/23/22	53050P Auto Repair/Service 202000 Accounts Payable	887534	SANEL NAPA	26.07	26.07
6/23/22	56210P Maintenance Supply 202000 Accounts Payable	887625	SANEL NAPA	26.29	26.29
6/23/22	56210P Maintenance Supply 202000 Accounts Payable	887633	SANEL NAPA	0.40	0.40
6/23/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	887742	SANEL NAPA	33.29	33.29
6/23/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	887744	SANEL NAPA	47.99	47.99
6/23/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	887760	SANEL NAPA	96.69	96.69
6/29/22	56270P Lab Supplies 202000 Accounts Payable	012297	USA BLUEBOOK	254.52	254.52
6/29/22	56270P Lab Supplies 202000 Accounts Payable	013932	USA BLUEBOOK	332.75	332.75
6/29/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070141710	UNIFIRST	52.96 23.78 63.16	139.90
6/29/22	56290P Chemical Expense 202000 Accounts Payable	12371	CLEAN WATERS, INC.	9,496.05	9,496.05
6/29/22	56270P Lab Supplies 202000 Accounts Payable	13108438	HACH COMPANY	1,065.15	1,065.15
6/29/22	54200P Heating Fuel Expense 202000 Accounts Payable	37135	GOODRICH OIL	1,319.05	1,319.05
6/29/22	56220C	6032549		1,111.29	

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	Sewer Line Maint. Supply 202000 Accounts Payable		E.J.PRESCOTT, INC.		1,111.29
6/29/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	887651		18.49	
			SANEL NAPA		18.49
6/29/22	56230C Pump Station Maint. Supply 202000 Accounts Payable	9347113780		19.16	
			W.W. GRAINGER, INC.		19.16
6/29/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	NP3184104		120.73	
			LAVALLEY BUILDING SUPPLY		120.73
6/30/22	53075C Manhole Contract 202000 Accounts Payable	415519		45.00	
			NEWPORT SAND & GRAVEL		45.00
				35,681.69	35,681.69
				35,681.69	35,681.69

Sunapee WATER Department
Purchase Journal
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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
6/2/22	562200 Distribution Supplies 202000 Accounts Payable	018-128982		52.00	
			NEWPORT SAND & GRAVEL		52.00
6/2/22	562600 Uniform Expense 202000 Accounts Payable	1070105594C		216.96	
			UNIFIRST		216.96
6/2/22	562600 Uniform Expense 202000 Accounts Payable	1070132397		30.63	
			UNIFIRST		30.63
6/2/22	562600 Uniform Expense 202000 Accounts Payable	1070134353		30.63	
			UNIFIRST		30.63
6/2/22	562200 Distribution Supplies 202000 Accounts Payable	1087091		3,564.00	
			FERGUSON WATERWORKS		3,564.00
6/2/22	561400 Breakroom Supplies 202000 Accounts Payable	17720654 05242		66.43	
			CRYSTAL ROCK		66.43
6/2/22	562200 Distribution Supplies 202000 Accounts Payable	2443932		124.52	
			BELLETETES		124.52
6/2/22	530300 Telephone 202000 Accounts Payable	5-16-22		161.20	
			COMCAST		161.20
6/2/22	530300 Telephone 530310 Alarms 202000 Accounts Payable	5/22		93.93	
				84.00	
			CONSOLIDATED COMMUNICATIONS		177.93
6/2/22	562600 Uniform Expense 202000 Accounts Payable	5070002848		216.96	
			UNIFIRST	216.96	
6/2/22	561200 Postage Expense 202000 Accounts Payable	6-30-22		66.00	
			POSTMASTER		66.00
6/2/22	530400 Computer Software Support 202000 Accounts Payable	80098678		657.44	
			BADGER METER INC.		657.44
6/2/22	530500 Auto Repair/Service 202000 Accounts Payable	884373		14.07	
			SANEL NAPA		14.07

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6/2/22	530500 Auto Repair/Service 202000 Accounts Payable	885094	SANEL NAPA	15.67	15.67
6/2/22	562100 Maintenance Supply 202000 Accounts Payable	9318867547	W.W. GRAINGER, INC.	163.20	163.20
6/2/22	562100 Maintenance Supply 202000 Accounts Payable	9322648230	W.W. GRAINGER, INC.	81.60	81.60
6/2/22	562200 Distribution Supplies 202000 Accounts Payable	NP3180684-01	LAVALLEY BUILDING SUPPLY	33.24	33.24
6/8/22	530900 Outside Lab Services 202000 Accounts Payable	122060141	NELSON ANALYTICAL LAB	45.00	45.00
6/8/22	562900 Chemical Expense 202000 Accounts Payable	290210150	HARCROS	365.25	365.25
6/8/22	530500 Auto Repair/Service 202000 Accounts Payable	885352	SANEL NAPA	33.33	33.33
6/9/22	562100 Maintenance Supply 202000 Accounts Payable	2459675	BELLETTETES	19.59	19.59
6/15/22	562600 Uniform Expense 202000 Accounts Payable	1070138028	UNIFIRST	30.63	30.63
6/15/22	562400 Auto Fuel Expense 202000 Accounts Payable	330933	TREASURER STATE OF NH	379.37	379.37
6/15/22	579100 LOAN PAYMENT-LAKE A 202000 Accounts Payable	5/30/22	BAR HARBOR BANK & TRUST	550.98	550.98
6/15/22	541000 Electricity Expense 202000 Accounts Payable	6/2022	EVERSOURCE	1,507.86	1,507.86
6/15/22	530300 Telephone 202000 Accounts Payable	9908295544	VERIZON WIRELESS	104.26	104.26
6/17/22	510000 Superintendent Labor	May		2,418.00	

Sunapee WATER Department
Purchase Journal

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
	511000 Full Time Labor			14,945.78	
	512000 Administrative Labor			2,049.69	
	513000 Overtime Pay			1,618.90	
	521000 Life & Disability Expense			560.62	
	522000 FICA/Medicare			1,585.15	
	523000 Health Insurance Expense			4,747.12	
	524000 Retirement			2,961.60	
	523000 Health Insurance Expense		June	2,524.36	
	202000 Accounts Payable		TOWN OF SUNAPEE		33,411.22
6/22/22	562100 Maintenance Supply	2508255		23.14	
	202000 Accounts Payable		BELLETTETES		23.14
6/23/22	562600 Uniform Expense	1070139916		30.63	
	202000 Accounts Payable		UNIFIRST		30.63
6/23/22	530900 Outside Lab Services	244932		15.00	
	202000 Accounts Payable		EASTERN ANALYTICAL, INC		15.00
6/23/22	562200 Distribution Supplies	2494594		40.94	
	202000 Accounts Payable		BELLETTETES		40.94
6/23/22	562100 Maintenance Supply	2510059		15.01	
	202000 Accounts Payable		BELLETTETES		15.01
6/23/22	530300 Telephone	6/16/22		161.20	
	202000 Accounts Payable		COMCAST		161.20
6/23/22	530200 Legal/Engineering Fees	Late Charge	Bar Harbor	27.55	
	202000 Accounts Payable		Holly Leonard		27.55
6/29/22	562600 Uniform Expense	1070141710		30.63	
	202000 Accounts Payable		UNIFIRST		30.63
6/29/22	530200 Legal/Engineering Fees	18316		300.34	
	202000 Accounts Payable		UNDERWOOD ENGINEERS, INC.		300.34
6/29/22	562300 Meter Supplies	300160		735.27	
	202000		STILES COMPANY		735.27

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	Accounts Payable				
6/30/22	562200 Distribution Supplies 202000 Accounts Payable	1095703	FERGUSON WATERWORKS	237.74	237.74
6/30/22	530400 Computer Software Support 202000 Accounts Payable	80100926	BADGER METER INC.	57.44	57.44
				43,794.86	43,794.86
				43,794.86	43,794.86

Sunapee SEWER Department
2022 Income Statement
 For the Six Months Ending June 30, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
REVENUES				
SRB Checking Interest Earned	\$ 960.23	\$ 960.23	\$ 0.00	(960.23)
Capital Improvement Interest	696.66	696.66	0.00	(696.66)
SRB Plant Replacement Interest	667.84	667.84	0.00	(667.84)
SRB Collection Replacement Int	458.38	458.38	0.00	(458.38)
Miscellaneous Income	472.00	472.00	0.00	(472.00)
New London Quarterly	214,811.40	214,811.40	569,534.00	354,722.60
Sewer User Fees	373,132.96	373,132.96	658,038.56	284,905.60
Sewer User Fee Interest	577.16	577.16	0.00	(577.16)
Sewer User Fee Abatement	(419.00)	(419.00)	0.00	419.00
Attachment Fees Rec'd	9,000.00	9,000.00	0.00	(9,000.00)
Septic Receiving	6,005.00	6,005.00	0.00	(6,005.00)
Upgrade Grant Received	39,130.00	39,130.00	39,130.00	0.00
Perkins Pond Grant Funds	4,769.50	4,769.50	9,575.50	4,806.00
Plant Replacement Deposit	54,875.00	54,875.00	54,875.00	0.00
Collection Replacement Deposit	26,772.00	26,772.00	26,772.00	0.00
Total Revenues	731,909.13	731,909.13	1,357,925.06	626,015.93
EXPENDITURES				
Superintendent Labor	10,076.09	10,076.09	25,700.00	15,623.91
Superintendent Labor	21,323.02	21,323.02	51,360.00	30,036.98
Full Time Labor	18,400.90	18,400.90	60,150.00	41,749.10
Full Time Labor	63,075.59	63,075.59	175,210.00	112,134.41
Administrative Labor	8,603.74	8,603.74	21,190.00	12,586.26
Administrative Labor	8,604.05	8,604.05	21,200.00	12,595.95
Overtime Pay	1,148.31	1,148.31	6,750.00	5,601.69
Overtime Pay	3,734.87	3,734.87	10,800.00	7,065.13
Commission Pay	0.00	0.00	1,000.00	1,000.00
Commission Pay	375.00	375.00	1,000.00	625.00
Unused Sick Leave Pay	0.00	0.00	2,500.00	2,500.00
Unused Sick Leave Pay	0.00	0.00	3,000.00	3,000.00
Total Wages	135,341.57	135,341.57	379,860.00	244,518.43
Life & Disability Expense	865.82	865.82	2,160.00	1,294.18
Life & Disability Expense	1,617.66	1,617.66	4,460.00	2,842.34
FICA/Medicare Expense	2,939.22	2,939.22	7,915.00	4,975.78
FICA/Medicare Expense	7,476.88	7,476.88	18,585.00	11,108.12
Health Insurance Expense	14,532.71	14,532.71	39,850.00	25,317.29
Health Insurance Expense	30,696.09	30,696.09	80,500.00	49,803.91
Retirement	5,662.66	5,662.66	17,000.00	11,337.34
Retirement	14,036.77	14,036.77	35,800.00	21,763.23
Unemployment Expense	65.95	65.95	110.00	44.05
Unemployment Expense	214.89	214.89	220.00	5.11
Worker's Comp. Expense	937.88	937.88	1,620.00	682.12
Worker's Comp. Expense	3,055.67	3,055.67	3,650.00	594.33
Total Payroll Benefits	82,102.20	82,102.20	211,870.00	129,767.80
Auditing	0.00	0.00	2,000.00	2,000.00
Auditing	0.00	0.00	4,500.00	4,500.00
Legal/Engineering Fees	8,718.42	8,718.42	4,500.00	(4,218.42)
Legal/Engineering Fees	0.00	0.00	5,000.00	5,000.00

For Management Purposes Only

Sunapee SEWER Department
2022 Income Statement
 For the Six Months Ending June 30, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
Telephone	977.89	977.89	2,350.00	1,372.11
Telephone	1,663.40	1,663.40	4,000.00	2,336.60
Alarms	2,214.72	2,214.72	5,000.00	2,785.28
Computer Software Support	915.00	915.00	1,500.00	585.00
Computer Software Support	515.00	515.00	615.00	100.00
Office/Computer Service	702.87	702.87	1,500.00	797.13
Office/Computer Service	1,224.29	1,224.29	3,000.00	1,775.71
Office Rent	0.00	0.00	2,500.00	2,500.00
Office Rent	0.00	0.00	2,500.00	2,500.00
Auto Repair/Service	1,657.02	1,657.02	3,000.00	1,342.98
Auto Repair/Service	295.84	295.84	1,500.00	1,204.16
Maintenance Service	11,873.74	11,873.74	22,000.00	10,126.26
Sewer Line Maint. Service	0.00	0.00	4,000.00	4,000.00
Pump Station Maint. Service	1,261.62	1,261.62	17,000.00	15,738.38
Manhole Contract	6,382.01	6,382.01	20,000.00	13,617.99
Outside Lab Services	5,388.04	5,388.04	15,000.00	9,611.96
BIOS HANDLING	10,845.53	10,845.53	64,000.00	53,154.47
BIOS Lab	0.00	0.00	1,200.00	1,200.00
Total Purchased Prof & Tech Services	54,635.39	54,635.39	186,665.00	132,029.61
Electricity Expense	8,779.90	8,779.90	24,410.00	15,630.10
Electricity Expense	28,928.62	28,928.62	63,500.00	34,571.38
Heating Fuel Expense	6,089.92	6,089.92	15,000.00	8,910.08
Heating Fuel Expense	6,016.52	6,016.52	12,750.00	6,733.48
Total Purchased Property Services	49,814.96	49,814.96	115,660.00	65,845.04
Property Insurance	1,555.00	1,555.00	1,555.00	0.00
Property Insurance	4,500.00	4,500.00	4,500.00	0.00
Liability Insurance	2,410.00	2,410.00	2,410.00	0.00
Liability Insurance	2,510.00	2,510.00	2,510.00	0.00
Vehicle Insurance	1,035.00	1,035.00	1,035.00	0.00
Vehicle Insurance	300.00	300.00	300.00	0.00
Travel Expense	0.00	0.00	75.00	75.00
Travel Expense	0.00	0.00	150.00	150.00
Dues & Publications	0.00	0.00	75.00	75.00
Dues & Publications	0.00	0.00	150.00	150.00
Training/Education	295.00	295.00	500.00	205.00
Training/Education	118.00	118.00	1,500.00	1,382.00
Employee Testing	0.00	0.00	75.00	75.00
Employee Testing	0.00	0.00	50.00	50.00
Total Other Purchased Services	12,723.00	12,723.00	14,885.00	2,162.00
Office Supplies	300.81	300.81	700.00	399.19
Office Supplies	385.84	385.84	910.00	524.16
Postage Expense	450.49	450.49	950.00	499.51
Postage Expense	544.82	544.82	515.00	(29.82)
Billing Expense	129.31	129.31	400.00	270.69
Breakroom Supplies	145.81	145.81	250.00	104.19
Breakroom Supplies	272.04	272.04	300.00	27.96
OFFICE EQUIPMENT	144.83	144.83	700.00	555.17
OFFICE EQUIPMENT	144.83	144.83	600.00	455.17
Safety Supplies	0.00	0.00	2,000.00	2,000.00
Safety Supplies	1,120.67	1,120.67	2,500.00	1,379.33
Maintenance Supply	11,098.03	11,098.03	12,000.00	901.97
Sewer Line Maint. Supply	2,689.85	2,689.85	7,000.00	4,310.15

For Management Purposes Only

Sunapee SEWER Department
2022 Income Statement
 For the Six Months Ending June 30, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
Pump Station Maint. Supply	285.77	285.77	6,000.00	5,714.23
Auto Fuel Expense	1,433.79	1,433.79	4,000.00	2,566.21
Auto Fuel Expense	1,259.51	1,259.51	3,000.00	1,740.49
Building/Custodial Expense	1,578.77	1,578.77	3,100.00	1,521.23
Uniform Expense	746.66	746.66	1,800.00	1,053.34
Uniform Expense	1,482.20	1,482.20	3,350.00	1,867.80
Lab Supplies	9,764.05	9,764.05	22,700.00	12,935.95
Lab Equipment	903.73	903.73	8,800.00	7,896.27
Chemical Expense	35,953.80	35,953.80	75,000.00	39,046.20
Total Supplies	70,835.61	70,835.61	156,575.00	85,739.39
Coll. Replacement Fund	26,772.00	26,772.00	26,772.00	0.00
Plant Replacement Fund	54,875.00	54,875.00	54,875.00	0.00
Total Replacement Fund	81,647.00	81,647.00	81,647.00	0.00
Total Perkins Pond Misc	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENDITURES	\$ 487,099.73	\$ 487,099.73	\$ 1,147,162.00	660,062.27
<u>MISCELLANEOUS EXPENSES</u>				
Perkins Pond Bond Payments	\$ (34,501.32)	\$ (34,501.32)	\$ 0.00	34,501.32
2019 Asset Mgmt Plan	1,631.91	1,631.91	0.00	(1,631.91)
Total Bond Payments	(32,869.41)	(32,869.41)	0.00	32,869.41
Total Warrant Articles	0.00	0.00	0.00	0.00
TOTAL MISC. EXPENDITURES	\$ (32,869.41)	\$ (32,869.41)	\$ 0.00	32,869.41
<u>OTHER EXPENSES</u>				
Total Replacement Expenses	0.00	0.00	0.00	0.00

Sunapee WATER Department
2022 Income Statement
 For the Six Months Ending June 30, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
<u>REVENUES</u>				
SRB Checking Interest	\$ 456.55	\$ 456.55	\$ 0.00	(456.55)
Capital Improvement Interest	19.34	19.34	0.00	(19.34)
SRB Replacement Fund Interest	2,010.65	2,010.65	0.00	(2,010.65)
Miscellaneous Income	2,093.44	2,093.44	0.00	(2,093.44)
Discounts Taken	0.38	0.38	0.00	(0.38)
Water User Fees	278,094.00	278,094.00	556,100.00	278,006.00
Water User Fee Interest	506.94	506.94	0.00	(506.94)
Water User Fee Abatement	(955.00)	(955.00)	0.00	955.00
Attachment Fees Rec'd	1,000.00	1,000.00	0.00	(1,000.00)
State Grant Funds Rec'd	8,461.57	8,461.57	16,821.97	8,360.40
State Revolving Loan Rec'd	14,593.49	14,593.49	0.00	(14,593.49)
Water Replacement Deposit	67,815.00	67,815.00	67,815.00	0.00
Total Revenues	\$ 374,096.36	\$ 374,096.36	\$ 640,736.97	266,640.61
<u>EXPENDITURES</u>				
Superintendent Labor	\$ 10,105.11	\$ 10,105.11	\$ 25,679.00	15,573.89
Full Time Labor	48,208.19	48,208.19	89,085.00	40,876.81
Administrative Labor	8,610.38	8,610.38	21,832.00	13,221.62
Overtime Pay	4,646.76	4,646.76	13,500.00	8,853.24
Commission Pay	275.00	275.00	1,000.00	725.00
Unused Sick Leave Pay	0.00	0.00	3,000.00	3,000.00
Total Wages	71,845.44	71,845.44	154,096.00	82,250.56
Life & Disability Expense	1,396.56	1,396.56	2,455.00	1,058.44
FICA/Medicare	5,541.75	5,541.75	10,280.00	4,738.25
Health Insurance Expense	21,909.83	21,909.83	41,900.00	19,990.17
Retirement	10,494.55	10,494.55	17,705.00	7,210.45
Unemployment Expense	144.68	144.68	200.00	55.32
Worker's Comp. Expense	2,057.28	2,057.28	1,800.00	(257.28)
Total Payroll Benefits	41,544.65	41,544.65	74,340.00	32,795.35
Auditing	0.00	0.00	1,000.00	1,000.00
Legal/Engineering Fees	31,531.22	31,531.22	10,000.00	(21,531.22)
Telephone	2,064.12	2,064.12	3,500.00	1,435.88
Alarms	420.00	420.00	2,500.00	2,080.00
Computer Software Support	1,944.64	1,944.64	10,000.00	8,055.36
Office/Computer Service	692.88	692.88	2,000.00	1,307.12
Office Rent	0.00	0.00	2,500.00	2,500.00
Auto Repair/Service	1,558.84	1,558.84	2,500.00	941.16
Equipment Repair	308.33	308.33	2,000.00	1,691.67
Maint.Repair/Service	3,060.00	3,060.00	15,000.00	11,940.00
Outside Lab Services	800.00	800.00	5,500.00	4,700.00
Total Purchased Prof & Tech Services	42,380.03	42,380.03	56,500.00	14,119.97
Electricity Expense	8,966.61	8,966.61	20,600.00	11,633.39
Heating Fuel Expense	6,570.67	6,570.67	13,000.00	6,429.33
Total Purchased Property Services	15,537.28	15,537.28	33,600.00	18,062.72

For Management Purposes Only

Sunapee WATER Department
2022 Income Statement
 For the Six Months Ending June 30, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
Property Insurance	1,200.00	1,200.00	3,045.00	1,845.00
Liability Insurance	500.00	500.00	1,910.00	1,410.00
Vehicle Insurance	446.65	446.65	720.00	273.35
Travel Expense	0.00	0.00	150.00	150.00
Dues & Publications	200.00	200.00	200.00	0.00
Training/Education	246.00	246.00	1,500.00	1,254.00
Employee Testing	0.00	0.00	50.00	50.00
Advertising Expense	122.66	122.66	0.00	(122.66)
Total Other Purchased Services	2,715.31	2,715.31	7,575.00	4,859.69
Office Supplies	147.33	147.33	600.00	452.67
Postage Expense	425.18	425.18	1,000.00	574.82
Billing Expense	129.32	129.32	600.00	470.68
Breakroom Supplies	112.36	112.36	300.00	187.64
OFFICE EQUIPMENT	133.33	133.33	600.00	466.67
Safety Supplies	0.00	0.00	750.00	750.00
Maintenance Supply	7,703.91	7,703.91	6,500.00	(1,203.91)
Distribution Supplies	12,556.38	12,556.38	12,000.00	(556.38)
Meter Supplies	3,906.58	3,906.58	15,000.00	11,093.42
Hydrant Replacement	0.00	0.00	4,000.00	4,000.00
Auto Fuel Expense	1,640.95	1,640.95	4,000.00	2,359.05
Building/Custodial Expense	240.00	240.00	500.00	260.00
Uniform Expense	863.27	863.27	1,500.00	636.73
Lab Supplies	1,641.46	1,641.46	2,250.00	608.54
Lab Equipment	0.00	0.00	1,500.00	1,500.00
Chemical Expense	2,896.65	2,896.65	6,000.00	3,103.35
Total Supplies	32,396.72	32,396.72	57,100.00	24,703.28
Water Replacement Fund	67,815.00	67,815.00	67,815.00	0.00
Total Replacement Fund	67,815.00	67,815.00	67,815.00	0.00
TOTAL OPERATING EXPENDITURES	\$ 274,234.43	\$ 274,234.43	\$ 451,026.00	176,791.57
<u>MISCELLANEOUS EXPENSES</u>				
1997 Water Bond Payments	\$ 35,621.30	\$ 35,621.30	\$ 88,844.83	53,223.53
LOAN PAYMENT-LAKE AVE	23,761.91	23,761.91	47,290.18	23,528.27
Total Bond/Interest Payments	59,383.21	59,383.21	136,135.01	76,751.80
20 Article TTHM Remediation	107,919.01	107,919.01	0.00	(107,919.01)
Total Warrant Articles	107,919.01	107,919.01	0.00	(107,919.01)
TOTAL MISC. EXPENDITURES	\$ 167,302.22	\$ 167,302.22	\$ 136,135.01	(31,167.21)
<u>OTHER EXPENSES</u>				
Total Replacement Expenses	0.00	0.00	0.00	0.00
Total Unbudgeted Expenditures	0.00	0.00	0.00	0.00

For Management Purposes Only



FUSS & O'NEILL

July 20, 2022

Sunapee Water and Sewer Commission
Town of Sunapee
23 Edgemont Road
Sunapee, NH 03782

RE: Proposal for Design and Permitting for Replacement of Water Main on High St. and Edgemont St./Route 103B.
Fuss & O'Neill Reference No. 20211335.A30

Dear Commissioners:

Sunapee's Asset Management Program has identified several streets which contain aged cast iron water main. These mains have been categorized as having 0 to 20 years of useful life remaining. Water mains and services on High Street and Edgemont Road/103B have been prioritized for replacement. The Water Department responds to frequent leak repairs, and we understand that the Department receives water quality/quantity complaints and discolored water complaints from residents in these neighborhoods.

The Water and Sewer Commission has requested that Fuss & O'Neill provide a proposal for the design and permitting of water main replacements. Work will impact both the Department of Transportation (DOT) Right-of-Way on Route 103B and the Department of Environmental Services (DES) Shoreland Protection zone. Fuss & O'Neill will survey, review geotechnical data, provide draft and bid ready design plans, submit State Shoreland and prepare Excavation Permits and will coordinate design work with the Town and State for these utilities.

Scope of Services

Engineering Services

1. Field Investigation:

Fuss & O'Neill will pre-mark the streets and request a DigSafe ticket for the locations of buried utilities within the work areas. Work areas for survey and design will include High Street (~1,250 feet) and 103B/Edgemont Road (~2,000 feet) from the High Street intersection to the South ending at a hydrant near Sunapee Granite Works. The total project length is approximately 3,250 feet

We will utilize our inhouse surveyor and survey team to provide base mapping information within the roadway and approximately 20' either side of the edge of road. The front faces of houses and buildings will be located along the road also. This information will include topography, existing utilities visible on the ground surface, structures, edges of pavement, elements required for shoreland permitting We will show approximate State DOT ROW

205 Billings Farm Road
Suite 6B
White River Junction, VT
05001
802.698.0370

www.fandoc.com

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

limits based on public data as a reference. We will not conduct a certified boundary survey. Temporary benchmarks will be set approximately every 500' along the project.

Fuss & O'Neill obtained design plans and specifications from the 1970's showing geotechnical borings and boring logs within the proposed work areas. This data will be reviewed by Fuss & O'Neill and used for quantity takeoffs and design considerations. The approximate location of these borings will be shown on the plans and referenced. We do not anticipate that a geotechnical program will be necessary given that this data exists and is usable.

We will schedule and run a pre-application meeting with the NH DES Shoreland Department and discuss the project virtually with a State Reviewer. This meeting will allow the State to provide any initial recommendations.

Fuss & O'Neill will perform a site walk with the existing conditions plans to ground truth plans before beginning design.

2. Design and Permitting

- A. Fuss & O'Neill will begin schematic design and draft plans for permitting purposes. Plans will include the locations for proposed water main, water services, hydrants, size and material of piping, profiles of the proposed main showing crossing locations of other found utilities, limits of impacts, and elements required for permitting. Construction details and erosion control details will be included as well as a schedule of items for bidding purposes. Services will be designed to connect to existing service lines at the curbstop or to face of building. We have excluded interior plumbing design and meter design/location. We have budgeted for one meeting with the Sewer and Water Commission to discuss the schematic design and address any comments.
- B. Based on the proximity to the Sugar River we anticipate that a shoreland permit will be required. This permit will be submitted to NH DES by Fuss & O'Neill and will include the application form, Natural Heritage Bureau Review, USGS maps, tax maps, and photos. We will submit this permit on behalf of the Town and have budgeted up to 10 hours for response to NH DES comments, if provided. The permit fees are related to disturbance areas impacted by the work and will be paid by directly by the Town. The shoreland fee could range from \$1,500 - \$2,500. If disturbance areas are outside of the ROW, abutter/owner permissions are required for permitting, we have assumed that Town staff will notify the residents and obtain authorizations and or permissions necessary.
- C. Fuss & O'Neill will coordinate with District 2 of the NH DOT. We have budgeted for one virtual meeting with NH DOT and will keep written minutes from the meeting. We will prepare an excavation permit and provide materials to the Town to be used when construction is scheduled. Excavation permits need to be signed by the selected Contractor in order to be submitted. We have budgeted a total of 6 hours to respond to potential DOT review comments during design, and we will notify you if significant additional hours are necessary.



Town of Sunapee

July 20, 2022

Page 3 of 5

- D. After addressing DES and DOT comments received during the permitting effort, Fuss & O'Neill will advance the plans from draft to Bid ready plans. We will finalize the plans and profiles, construction details, sequencing, traffic control, erosion control, and include an updated schedule of items. We will also provide a temporary water design, if required, to maintain services during construction. We will attend a meeting with the Water and Sewer Commission and Water Department to discuss the plans. We have budgeted for up to 10 hours to address any Town comments and complete the plans for bidding purposes.

3. Specifications and Opinions of Probable Cost

We will prepare a technical specifications document. The contract or front end documents are not included in this proposal. We assume the front end documents will either be Sunapee's typical contract format or the latest version of the EJCDC format for small projects and will need to incorporate funding source specific requirements once determined.

We will provide an itemized opinion of probable cost for the work at both the Schematic Design and the Bid Set phases of the project. This cost will be provided to the Town and to NHDOT to allow for calculation of potential bonding values.

Assumptions

The following tasks are not included in our scope of services, but can be provided under a contract amendment:

- Additional field work or surveys including boundary survey and ROW surveying;
- Town of Sunapee hearings or public engagement;
- Additional meetings not listed above;
- Application fees;
- Geotechnical investigation will not be required due to existing data;
- Obtaining easements or obtaining approvals for work on private property;
- Interior plumbing design or meter location/design;
- Bid or Construction Administration.

Schedule

We estimate the completion of design and permitting in March of 2023 upon receipt of Authorization to Proceed.

Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis for a fee of \$100,200.00. Our policy is to invoice on a monthly basis using a percent complete for each of the project tasks shown below.

Town of Sunapee
 July 20, 2022
 Page 4 of 5

Individual costs that comprise the lump sum fee are approximated according to the table below.

Task	Fee
1. Field Investigation & Survey	\$41,500
2. Design & Permitting	
A. Schematic Design	\$19,400
B. Shoreland Permitting	\$6,600
C. NH DOT Coordination/Excavation Permit	\$4,300
D. Bid Plans	\$16,300
3. Specifications & Opinions of Cost	\$12,100
Total:	\$100,200

Billing will be monthly according to our current Rate Schedule in effect at the time services are provided. A typical copy is attached.

Fees are valid for 90 days and the project duration is assumed to be as shown above. If authorization or project schedule extend beyond these durations, Fuss & O'Neill reserves the right to renegotiate the fee.

General Terms and Conditions

The attached General Terms and Conditions will apply to the services described above.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.

Thank you for requesting engineering services from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,



Daniel Monette, PE
 Project Manager



Philip E. Forzley, PE
 Office Manager | Vice President

DM/km

Attachments: Authorization to Proceed
 General Terms and Conditions

Authorization to Proceed

Daniel Monette, P.E.
 Fuss & O'Neill, Inc.
 205 Billings Farm Road
 Suite 6B
 White River Junction, VT 05001

RE: Authorization to Proceed
 Proposal for Engineering Services
 Water Main Design High Street/Edgemont (Route 103B)
 Fuss & O'Neill Opportunity No. 20211335.A30

Budget: \$100,200

Dear Mr. Monette:

I hereby authorize Fuss & O'Neill Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated July 20, 2022.

 Printed Name

 Date

 Signature

 Title

Certification as to Availability of Funds:

 Finance Director/Town Accountant

 Date

Town of Sunapee – please complete information below.

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact:			
Phone/Email:			
Accounts Payable Contact:			
Phone/Email:			
Purchase Order Number:			

**** Indicate address, email address and website link if different than already provided.***

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Town of Sunapee (Client) and Fuss & O'Neill, Inc. (Consultant) dated July 20, 2022 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal or governmental information concerning environmental, atmospheric and geotechnical conditions and developments. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to



be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of New Hampshire

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are

provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with

respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly

disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box



412889, Boston, MA 02241-2889 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the State of New Hampshire.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a

comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the



Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the

nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.



FUSS & O'NEILL

July 20, 2022

Sunapee Water and Sewer Commission
Town of Sunapee
23 Edgemont Road
Sunapee, NH 03782

RE: Proposal for Design and Permitting for Replacement of Water Main on Central St.
Fuss & O'Neill Reference No. 20211335.A40

Dear Commissioners:

Sunapee's Asset Management Program has identified several streets which contain aged cast iron water main. These mains have been categorized as having 0 to 20 years of useful life remaining. Water mains and services on Central Street have been prioritized for replacement. The Water Department responds to frequent leak repairs, and we understand that the Department receives water quality/quantity complaints from residents in these neighborhoods.

The Water and Sewer Commission has requested that Fuss & O'Neill provide a proposal for the design and permitting of water main replacements. Work will impact the Department of Environmental Services (DES) Shoreland Protection zone. Fuss & O'Neill will survey, review geotechnical data, provide draft and bid ready design plans, submit a State Shoreland Permit and will coordinate design work with the Town and State for these utilities.

Scope of Services

Engineering Services

1. Field Investigation:

Fuss & O'Neill will pre-mark the street and request a DigSafe ticket for the locations of buried utilities within the work areas. Work areas for survey and design will include Central Street (~2,000 feet) from the intersection with Route 11 (Main St.) to High Street intersection to the South. The total project length is approximately 2,000 feet

We will utilize our inhouse surveyor and survey team to provide base mapping information within the roadway and approximately 20' either side of the edge of road. The front faces of houses and buildings will be located along the road also. This information will include topography, existing utilities visible on the ground surface, structures, edges of pavement, elements required for shoreland permitting. We will not conduct a certified boundary survey. Temporary benchmarks will be set approximately every 500' along the project.

Fuss & O'Neill obtained design plans and specifications from the 1970's showing geotechnical borings and boring logs within the proposed work areas. This data will be reviewed by Fuss & O'Neill and used for quantity takeoffs and design considerations. The approximate location of these borings will be shown on the plans and referenced. We do not

205 Billings Farm Road
Suite 6B
White River Junction, VT
05001
802.698.0370

www.fando.com

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

anticipate that a geotechnical program will be necessary given that this data exists and is usable.

We will schedule and run a pre-application meeting with the NH DES Shoreland Department and discuss the project virtually with a State Reviewer. This meeting will allow the State to provide any initial recommendations.

Fuss & O'Neill will perform a site walk with the existing conditions plans to ground truth plans before beginning design.

2. Design and Permitting

- A. Fuss & O'Neill will begin schematic design and draft plans for permitting purposes. Plans will include the locations for proposed water main, water services, hydrants, size and material of piping, profiles of the proposed main showing crossing locations of other found utilities, limits of impacts, and elements required for permitting. Construction details and erosion control details will be included as well as a schedule of items for bidding purposes. Services will be designed to connect to existing service lines at the curbstop or to face of building. We have excluded interior plumbing design and meter design/location. We have budgeted for one meeting with the Sewer and Water Commission to discuss the schematic design and address any comments.
- B. Based on the proximity to the Sugar River we anticipate that a shoreland permit will be required. This permit will be submitted to NH DES by Fuss & O'Neill and will include the application form, Natural Heritage Bureau Review, USGS maps, tax maps, and photos. We will submit this permit on behalf of the Town and have budgeted up to 10 hours for response to NH DES comments, if provided. The permit fees are related to disturbance areas impacted by the work and will be paid by directly by the Town. The shoreland fee could range from \$1,500 - \$2,500. If disturbance areas are outside of the ROW, abutter/owner permissions are required for permitting, we have assumed that Town staff will notify the residents and obtain authorizations and or permissions necessary.
- C. After addressing DES comments received during the permitting effort, Fuss & O'Neill will advance the plans from draft to Bid ready plans. We will finalize the plans and profiles, construction details, sequencing, traffic control, erosion control, and include an updated schedule of items. We will also provide a temporary water design, if required, to maintain services during construction. We will attend a meeting with the Water and Sewer Commission and Water Department to discuss the plans. We have budgeted for up to 10 hours to address any Town comments and complete the plans for bidding purposes.

3. Specifications and Opinions of Probable Cost

We will prepare a technical specifications document. The contract or front end documents are not included in this proposal. We assume the front end documents will either be Sunapee's typical contract format or the latest version of the EJCDC format for small projects and will need to incorporate funding source specific requirements once determined.



Town of Sunapee

July 20, 2022

Page 3 of 5

We will provide an itemized opinion of probable cost for the work at both the Schematic Design and the Bid Set phases of the project. This cost will be provided to the Town for calculation of potential bonding values.

Assumptions

The following tasks are not included in our scope of services, but can be provided under a contract amendment:

- Additional field work or surveys including boundary survey and ROW surveying;
- Town of Sunapee hearings or public engagement;
- Additional meetings not listed above;
- Application fees;
- Geotechnical investigation will not be required due to existing data;
- Obtaining easements or obtaining approvals for work on private property;
- Interior plumbing design or meter location/design;
- Bid or Construction Administration.

Schedule

We estimate the completion of design and permitting in March of 2023 upon receipt of Authorization to Proceed.

Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis for a fee of \$68,300.00. Our policy is to invoice on a monthly basis using a percent complete for each of the project tasks shown below.

Individual costs that comprise the lump sum fee are approximated according to the table below.

Task	Fee
1. Field Investigation & Survey	\$30,000
2. Design & Permitting	
A. Schematic Design	\$10,200
B. Shoreland Permitting	\$6,600
C. Bid Plans	\$9,400
3. Specifications & Opinions of Cost	\$12,100
Total:	\$68,300

Billing will be monthly according to our current Rate Schedule in effect at the time services are provided. A typical copy is attached.



Town of Sunapee
July 20, 2022
Page 4 of 5

Fees are valid for 90 days and the project duration is assumed to be as shown above. If authorization or project schedule extend beyond these durations, Fuss & O'Neill reserves the right to renegotiate the fee.

General Terms and Conditions

The attached General Terms and Conditions will apply to the services described above.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.

Thank you for requesting engineering services from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,

Daniel Monette, PE
Project Manager

Philip Forzley, PE
Office Manager | Vice President

DM/km

Attachments: Authorization to Proceed
General Terms and Conditions

Authorization to Proceed

Daniel Monette, P.E.
 Fuss & O'Neill, Inc.
 205 Billings Farm Road
 Suite 6B
 White River Junction, VT 05001

RE: Authorization to Proceed
 Proposal for Engineering Services
 Central St. Water Main
 Fuss & O'Neill Opportunity No. 20211335.A40

Budget: \$68,300

Dear Mr. Monette:

I hereby authorize Fuss & O'Neill Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated July 20, 2022.

 Printed Name Date

 Signature Title

Certification as to Availability of Funds:

 Finance Director/Town Accountant Date

Town of Sunapee – please complete information below.

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact:	_____		
Phone/Email:	_____		
Accounts Payable Contact:	_____		
Phone/Email:	_____		
Purchase Order Number:	_____		

*** Indicate address, email address and website link if different than already provided.**

GENERAL TERMS AND CONDITIONS

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- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

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4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However, such documents are not intended or represented to

be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.



7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of New Hampshire

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are

provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with



respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly

disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box



412889, Boston, MA 02241-2889 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the State of New Hampshire.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a

comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the



Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the

nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.