



**TOWN OF SUNAPEE**  
***Water and Sewer Commission***

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

Board of Commissioners Meeting  
May 26, 2022, 5:30 p.m.  
Sunapee Town Office Meeting Room

1. Call to order
2. Forms for Approval:
  - April 28, 2022 Meeting Minutes
  - April Sewer Purchase Journal
  - April Water Purchase Journal
  - 2022 Sewer Income Statement to date
  - 2022 Water Income Statement to date
  - Abatement Requests
3. Wastewater Treatment Highlights
  - Discharge Permit Application
4. Water Treatment Highlights
5. Old & New Business
  - Fuss & O'Neil Proposal
  - Town Forest/Treatment Plant
  - Auditor Comments
  - Ordinance Revisions
6. Next Monthly Meeting June 30, 2022
7. 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 Kidde, 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 13<sup>th</sup> 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.



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**WATER & SEWER COMMISSION**  
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**Board of Commissioners Meeting**  
**April 28, 2022**  
**Sunapee Town Office 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 Chairman called the meeting to order at 5:30 p.m.

1. New London Sunapee Joint Meeting: See Joint Meeting Minutes.
2. Forms for Approval:
  - March 31, 2022 Meeting Minutes: Douglas G. made a motion to accept the March 31st meeting minutes, seconded by Jeffrey R., voted unanimously in favor, so declared by the Vice-Chairman.
  - April 19, 2022 Meeting Minutes: Jeffrey R. made a motion to accept the meeting minutes from April 19<sup>th</sup>, seconded by Charles H., after some discussion regarding the Engineering firm that was chosen and the proposal to the Selectmen, voted unanimously in favor, so declared by the Vice-Chairman.
  - March Sewer Purchase Journal: Douglas G. made a motion to accept the March Sewer Purchase Journal, seconded by Charles H., after some discussion regarding the asset management plan, Devine Millimet and the bond refunding as well as belts purchased from Amazon, voted unanimously in favor, so declared by the Vice-Chairman.
  - March Water Purchase Journal: Douglas G. made a motion to accept the March Water Purchase Journal, seconded by Charles H., after some discussion regarding Underwood Engineers and the UV system, voted unanimously in the affirmative, so declared by the Vice-Chairman.
  - 2022 Sewer Income Statement through March 2022: Douglas G. made a motion to accept the Sewer Department 2022 Income Statement, seconded by Jeffrey R., after some discussion regarding the statement, New London billings and grants received, voted unanimously in favor, so declared by the Vice-Chairman.
  - 2022 Water Income Statement through March 2022: Douglas G. made a motion to accept the 2022 Water Income Statement, seconded by Richard C., voted unanimously in favor, so declared by the Vice-Chairman.
3. Water Treatment Highlights:

Dave B. reported that hydrant flushing is being done this week and that the other part of the crew is working on the summer water line replacement on Jobs Creek Road. He stated that he thinks they should be mostly finished with that line and that they have been talking about doing more summer line replacement on Burkehaven Lane. He reported that they had rented an excavator to do the work on Jobs Creek and that they are going to

run into some fabric on Burkhaven that will be a bit of a hinderance. There was some discussion regarding how deep the line needs to be.

Dave B. reported River Road is all ready to have the turbine turned on if needed and that the UV system is up and running.

Dave B. stated that Underwood was at Harbor Hill today measuring if there is any head loss going on with the UV system and he reported that it had run fine at the full plant design flow rate of 87 gpm per filter 261 gpm max flow. There was some discussion regarding the air release valves and if air bubbles have been a problem. Dave B. stated that there had been a shut-down of the lamps when the system was running full bore and that this is an issue that needs to be addressed by A/D Instruments. There was some discussion regarding the testing of the plant, the instrumentation and flows.

Dave B. reported that the filters needed to be cleaned in order to make this test happen and that filter #2 appeared to have a blow out hole in the sand and that he had called Peter Pintsas who had been the onsite engineer at the time the plant was built. He stated that Peter could not come out with the testing that had been going on so he will be coming out at another time to investigate the potential problem and recommend what needs to happen in order to fix it.

PRB Certificate of Substantial Completion: Dave B. stated that the substantial completion certificate needs to be signed. Charles H. questioned how some things were installed incorrectly despite the engineers being on-site overseeing the project. Dave B. stated that the thinks that quite a few things were not done correctly. Charles H. made a motion to have the Vice-Chairman sign off on the certificate of substantial completion, seconded by Jeffrey R., voted unanimously in the affirmative, so declared by the Vice-Chairman.

PRB Pay Application #5: Charles H. made a motion to approve the contractor's application for payment number five, seconded by Douglas G., voted unanimously in favor, so declared by the Vice-Chairman.

Disbursement Request #6 for State Revolving Loan Funds: Jeffrey R. made a motion to approve Disbursement Request number six, seconded by Charles H., voted unanimously in the affirmative, so declared by the Vice-Chairman.

Atlantium Service Quote: Dave B. stated that they had asked about a service contract on the UV system and that they are trying to have this timed to be in sync with Hillsborough's services in order to get a discounted rate. There was some discussion regarding what warranty the UV system has and what the service involves. Dave B. stated that he thinks that they need to be asked what things are covered in the service and the costs of them before entering into the agreement.

#### 4. Old & New Business:

Proposal for use of Local Fiscal Recovery Funds from ARPA for Sunapee's Water Infrastructure projects. Jeffrey R. made a motion to accept the letter to the Selectmen regarding the proposed water department use of the LFRF ARPA funds, seconded by Charles H., voted unanimously in favor, so declared by the Vice-Chairman.

Dave B. stated that he had recollected there was something about the Intertown Agreement that needs addressing. Holly L. responded that the Collection system Intertown Agreement had never been revised or updated, but that the Commission also should look into revising and updating the Sunapee Water & Sewer Ordinances also. Holly L. will e-mail the documents out for review and discussion regarding potential changes to be made.

Holly L. read through the questions on the Auditor's Questionnaire and the Commission responses. Charles H. made a motion to have the Chairman sign the questionnaire as prepared, seconded by Jeffrey R., voted unanimously in the affirmative, so declared by the Vice-Chairman.

Charles H. would like to have the Town Forest issue on the next agenda.

The next monthly meeting will be on May 26, 2022.

7:14 p.m. Charles H. made a motion to adjourn, seconded by Jeffrey R., voted unanimously in the affirmative, so declared by the Vice-Chairman.

**Sunapee SEWER Department**  
**Purchase Journal**

For the Period From Apr 1, 2022 to Apr 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
4/5/22	56210P Maintenance Supply 202000 Accounts Payable	2331140	BELLETTES	76.00	76.00
4/5/22	53030P Telephone 53030C Telephone 53031C Alarms 202000 Accounts Payable	3-22	CONSOLIDATED COMMUNICATIONS	207.88 70.54 375.72	654.14
4/5/22	56270P Lab Supplies 202000 Accounts Payable	468432	NCL OF WISCONSIN, INC.	160.48	160.48
4/5/22	56240P Auto Fuel Expense 202000 Accounts Payable	79910466	WEX BANK	14.00	14.00
4/5/22	54200C Heating Fuel Expense 202000 Accounts Payable	854450	IRVING OIL CORP	444.38	444.38
4/5/22	56210P Maintenance Supply 202000 Accounts Payable	877412	SANEL NAPA	15.58	15.58
4/7/22	56210P Maintenance Supply 202000 Accounts Payable	8513146	HOME DEPOT CREDIT SERVICES	613.56	613.56
4/7/22	56200P Safety Supplies 202000 Accounts Payable	925208	USA BLUEBOOK	970.67	970.67
4/12/22	53072C Pump Station Maint. Service 202000 Accounts Payable	04092206	KELLEY PLUMBING & HEATING	217.12	217.12
4/12/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070119351	UNIFIRST	51.11 23.78 64.23	139.12
4/12/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070121237	UNIFIRST	51.11 23.78 64.23	139.12

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4/14/22	56220C Sewer Line Maint. Supply 202000 Accounts Payable	1086970	FERGUSON WATERWORKS	47.20	47.20
4/14/22	56210P Maintenance Supply 202000 Accounts Payable	124341	BELLETTETTES	22.49	22.49
4/14/22	53094P BIOS HANDLING 202000 Accounts Payable	20092409	Town of Merrimack	2,081.01	2,081.01
4/14/22	56210P Maintenance Supply 202000 Accounts Payable	2329503	BELLETTETTES	12.61	12.61
4/14/22	56210P Maintenance Supply 202000 Accounts Payable	2340013	BELLETTETTES	283.84	283.84
4/14/22	56210P Maintenance Supply 202000 Accounts Payable	2348059	BELLETTETTES	27.87	27.87
4/14/22	56210P Maintenance Supply 202000 Accounts Payable	2348139	BELLETTETTES	25.19	25.19
4/14/22	53090P Outside Lab Services 202000 Accounts Payable	241435	EASTERN ANALYTICAL, INC.	35.00	35.00
4/14/22	56280P Lab Equipment 202000 Accounts Payable	3104144080	IDEXX DISTRIBUTION, INC	903.73	903.73
4/14/22	54100P Electricity Expense 202000 Accounts Payable	4/22	EVERSOURCE	4,687.09	4,687.09
4/14/22	53050C Auto Repair/Service 202000 Accounts Payable	878193	SANEL NAPA	95.37	95.37
4/14/22	56230C Pump Station Maint. Supply 202000 Accounts Payable	878392	SANEL NAPA	28.98	28.98
4/15/22	54100P Electricity Expense 202000 Accounts Payable	3/22p	EVERSOURCE	4,536.87	4,536.87
4/19/22	53072C Pump Station Maint. Service	04122205		473.00	

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	202000 Accounts Payable		KELLEY PLUMBING & HEATING		473.00
4/19/22	56290P Chemical Expense 202000 Accounts Payable	12234		9,397.77	
			CLEAN WATERS, INC.		9,397.77
4/19/22	57010C Coll. Replacement Fund 57010P Plant Replacement Fund 202000 Accounts Payable	2022 replace		26,772.00	
				54,875.00	
			TOWN OF SUNAPEE		81,647.00
4/19/22	54200C Heating Fuel Expense 202000 Accounts Payable	330718		178.13	
			IRVING OIL CORP		178.13
4/19/22	54200P Heating Fuel Expense 202000 Accounts Payable	331854		460.69	
			IRVING OIL CORP		460.69
4/19/22	54200C Heating Fuel Expense 202000 Accounts Payable	351397		180.19	
			IRVING OIL CORP		180.19
4/19/22	53030P Telephone 53030C Telephone 202000 Accounts Payable	9903624091		104.25	
				104.25	
			VERIZON WIRELESS		208.50
4/19/22	53040C Computer Software Support 202000 Accounts Payable	M19431		400.00	
			CONTINENTAL UTILITY SOLUTIONS		400.00
4/20/22	56290P Chemical Expense 202000 Accounts Payable	100891		1,520.36	
			ARIES CHEMICAL, INC		1,520.36
4/20/22	56240P Auto Fuel Expense 56240C Auto Fuel Expense 202000 Accounts Payable	329106		268.85	
				180.23	
			TREASURER STATE OF NH		449.08
4/20/22	54200C Heating Fuel Expense 202000 Accounts Payable	750674		235.32	
			IRVING OIL CORP		235.32
4/20/22	54200C Heating Fuel Expense 202000 Accounts Payable	751035		350.06	
			IRVING OIL CORP		350.06
4/20/22	56270P Lab Supplies 202000	937142		1,090.11	
			USA BLUEBOOK		1,090.11



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	Accounts Payable				
4/20/22	56210P Maintenance Supply 202000 Accounts Payable	NHCLA129350		48.85	
			FASTENAL COMPANY		48.85
4/21/22	54200C Heating Fuel Expense 202000 Accounts Payable	849632		326.44	
			IRVING OIL CORP		326.44
4/22/22	54100C Electricity Expense 202000 Accounts Payable	4/22 Col		1,682.06	
			EVERSOURCE		1,682.06
4/26/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070123081		48.89 23.78 64.23	
			UNIFIRST		136.90
4/26/22	56260P Uniform Expense 56260C Uniform Expense 56250P Building/Custodial Expense 202000 Accounts Payable	1070124958		48.89 23.78 64.23	
			UNIFIRST		136.90
4/26/22	53070P Maintenance Service 53070P Maintenance Service 202000 Accounts Payable	12989834	RCC DR3900 Service Repair Frt	573.00 77.50	
			HACH COMPANY		650.50
4/26/22	53090P Outside Lab Services 202000 Accounts Payable	242016		101.50	
			EASTERN ANALYTICAL, INC.		101.50
4/26/22	54200C Heating Fuel Expense 202000 Accounts Payable	933717		67.87	
			IRVING OIL CORP		67.87
4/26/22	54200C Heating Fuel Expense 202000 Accounts Payable	942046		224.44	
			IRVING OIL CORP		224.44
4/26/22	54200C Heating Fuel Expense 202000 Accounts Payable	942939		148.69	
			IRVING OIL CORP		148.69
4/26/22	56270P Lab Supplies 202000 Accounts Payable	944816		197.08	
			USA BLUEBOOK		197.08

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4/26/22	56210P Maintenance Supply 202000 Accounts Payable	NP3167719-01		26.34	
			LAVALLEY BUILDING SUPPLY		26.34
4/26/22	53070P Maintenance Service 202000 Accounts Payable	PI-A00795756		375.00	
			SOLITUDE LAKE MANAGEMENT		375.00
4/27/22	56290P Chemical Expense 202000 Accounts Payable	290209443		919.25	
			HARCROS CHEMICALS INC.		919.25
4/28/22	56140C Breakroom Supplies 202000 Accounts Payable	17720654 042622		98.88	
			CRYSTAL ROCK LLC		98.88
4/28/22	56210P Maintenance Supply 56220C Sewer Line Maint. Supply 202000 Accounts Payable	57342		123.33	
				123.33	
			ALL & AWL REPAIR		246.66
4/28/22	56230C Pump Station Maint. Supply 202000 Accounts Payable	880523		7.96	
			SANEL NAPA		7.96
				<b>118,216.95</b>	<b>118,216.95</b>
				<b>118,216.95</b>	<b>118,216.95</b>

**Sunapee WATER Department**  
**Purchase Journal**

For the Period From Apr 1, 2022 to Apr 30, 2022

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
4/5/22	530300 Telephone	3-22		94.36	
	530310 Alarms			84.00	
	202000 Accounts Payable		CONSOLIDATED COMMUNICATIONS		178.36
4/5/22	562100 Maintenance Supply	75563639		640.06	
	202000 Accounts Payable		F.W. WEBB COMPANY		640.06
4/7/22	562100 Maintenance Supply	921187		427.95	
	202000 Accounts Payable		USA BLUEBOOK		427.95
4/7/22	562700 Lab Supplies	925208		121.75	
	202000 Accounts Payable		USA BLUEBOOK		121.75
4/12/22	562600 Uniform Expense	1070119351		30.63	
	202000 Accounts Payable		UNIFIRST		30.63
4/12/22	562600 Uniform Expense	1070121237		30.63	
	202000 Accounts Payable		UNIFIRST		30.63
4/12/22	562100 Maintenance Supply	1079826		1,111.24	
	202000 Accounts Payable		FERGUSON WATERWORKS		1,111.24
4/12/22	530900 Outside Lab Services	122040573		75.00	
	202000 Accounts Payable		NELSON ANALYTICAL LAB		75.00
4/12/22	583000 20 Article TTHM Remediation	18021		6,670.81	
	202000 Accounts Payable		UNDERWOOD ENGINEERS, INC.		6,670.81
4/12/22	562100 Maintenance Supply	74714953-2		1,675.88	
	202000 Accounts Payable		F.W. WEBB COMPANY		1,675.88
4/14/22	562200 Distribution Supplies	001-291252		50.19	
	202000 Accounts Payable		NEWPORT SAND & GRAVEL		50.19
4/14/22	562200 Distribution Supplies	001-291254		49.08	
	202000 Accounts Payable		NEWPORT SAND & GRAVEL		49.08
4/14/22	562200 Distribution Supplies	001-291257		48.18	
	202000 Accounts Payable		NEWPORT SAND & GRAVEL		48.18

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4/14/22	562100 Maintenance Supply 202000 Accounts Payable	2342320	BELLETTES	16.41	16.41
4/14/22	562100 Maintenance Supply 202000 Accounts Payable	2350892	BELLETTES	1.50	1.50
4/14/22	541000 Electricity Expense 202000 Accounts Payable	4/22	EVERSOURCE	1,402.88	1,402.88
4/14/22	530500 Auto Repair/Service 202000 Accounts Payable	878193	SANEL NAPA	95.38	95.38
4/15/22	541000 Electricity Expense 202000 Accounts Payable	3/22 2nd	EVERSOURCE	1,395.16	1,395.16
4/19/22	530700 Maint.Repair/Service 202000 Accounts Payable	04122201	KELLEY PLUMBING & HEATING, LLC	165.00	165.00
4/19/22	570100 Water Replacement Fund 202000 Accounts Payable	2022 replace	TOWN OF SUNAPEE	67,815.00	67,815.00
4/19/22	542000 Heating Fuel Expense 202000 Accounts Payable	348160	IRVING OIL CORPORATION	532.13	532.13
4/19/22	542000 Heating Fuel Expense 202000 Accounts Payable	348921	IRVING OIL CORPORATION	553.32	553.32
4/19/22	562100 Maintenance Supply	4754	RealTech UV254 P200, Portable UV254 meter designed for general water quality. Model # P200	1,995.00	
	562700 Lab Supplies 202000 Accounts Payable		AMCO Instrument Group, LLC	40.00	2,035.00
4/19/22	530300 Telephone 202000 Accounts Payable	9903624091	VERIZON WIRELESS	104.26	104.26
4/19/22	530400 Computer Software Support 202000 Accounts Payable	M19431	CONTINENTAL UTILITY SOLUTIONS	1,000.00	1,000.00
4/20/22	562200 Distribution Supplies 202000	018-128324	NEWPORT SAND & GRAVEL	60.00	60.00

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	Accounts Payable		GRAVEL		
4/20/22	562200 Distribution Supplies 202000 Accounts Payable	018-128354		682.50	
			NEWPORT SAND & GRAVEL		682.50
4/20/22	562900 Chemical Expense 202000 Accounts Payable	290209286		1,499.25	
			HARCROS		1,499.25
4/20/22	562400 Auto Fuel Expense 202000 Accounts Payable	329106		215.85	
			TREASURER STATE OF NH		215.85
4/26/22	562600 Uniform Expense 202000 Accounts Payable	1070123081		30.63	
			UNIFIRST		30.63
4/26/22	562600 Uniform Expense 202000 Accounts Payable	1070124958		30.63	
			UNIFIRST		30.63
4/26/22	562200 Distribution Supplies 202000 Accounts Payable	248503		1,625.77	
			STILES COMPANY		1,625.77
4/26/22	530300 Telephone 202000 Accounts Payable	4/16/22		161.20	
			COMCAST		161.20
4/26/22	562200 Distribution Supplies 202000 Accounts Payable	75834899		162.02	
			F.W. WEBB COMPANY		162.02
4/28/22	562200 Distribution Supplies 202000 Accounts Payable	001-291403		45.51	
			NEWPORT SAND & GRAVEL		45.51
4/28/22	562200 Distribution Supplies 202000 Accounts Payable	001-291461		22.00	
			NEWPORT SAND & GRAVEL		22.00
4/28/22	562200 Distribution Supplies 202000 Accounts Payable	001-291489		22.00	
			NEWPORT SAND & GRAVEL		22.00
4/28/22	562200 Distribution Supplies 202000 Accounts Payable	001-291503		22.00	
			NEWPORT SAND & GRAVEL		22.00
4/28/22	562100 Maintenance Supply 202000 Accounts Payable	2365029		11.57	
			BELLETETES		11.57

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4/28/22	562100 Maintenance Supply 202000 Accounts Payable	57342	ALL & AWL REPAIR	123.33	123.33
4/29/22	583000 20 Article TTHM Remediation 530200 Legal/Engineering Fees 202000 Accounts Payable	Pay App no 5	PRB Construction Inc.	100,071.82 27,555.92	127,627.74
				<b>218,567.80</b>	<b>218,567.80</b>
				<b>218,567.80</b>	<b>218,567.80</b>

Sunapee SEWER Department  
**2022 Income Statement**  
 For the Five Months Ending May 31, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
<b>REVENUES</b>				
SRB Checking Interest Earned	\$ 615.54	\$ 615.54	\$ 0.00	(615.54)
Capital Improvement Interest	460.49	460.49	0.00	(460.49)
SRB Plant Replacement Interest	430.27	430.27	0.00	(430.27)
SRB Collection Replacement Int	295.32	295.32	0.00	(295.32)
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
Attachment Fees Rec'd	3,000.00	3,000.00	0.00	(3,000.00)
Septic Receiving	3,630.00	3,630.00	0.00	(3,630.00)
Upgrade Grant Received	39,130.00	39,130.00	39,130.00	0.00
Perkins Pond Grant Funds	0.00	0.00	9,575.50	9,575.50
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
<b>Total Revenues</b>	<b>717,624.98</b>	<b>717,624.98</b>	<b>1,357,925.06</b>	<b>640,300.08</b>
<b>EXPENDITURES</b>				
Superintendent Labor	7,658.09	7,658.09	25,700.00	18,041.91
Superintendent Labor	16,487.02	16,487.02	51,360.00	34,872.98
Full Time Labor	15,181.67	15,181.67	60,150.00	44,968.33
Full Time Labor	50,232.23	50,232.23	175,210.00	124,977.77
Administrative Labor	6,555.59	6,555.59	21,190.00	14,634.41
Administrative Labor	6,555.90	6,555.90	21,200.00	14,644.10
Overtime Pay	742.24	742.24	6,750.00	6,007.76
Overtime Pay	3,043.48	3,043.48	10,800.00	7,756.52
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
<b>Total Wages</b>	<b>106,831.22</b>	<b>106,831.22</b>	<b>379,860.00</b>	<b>273,028.78</b>
Life & Disability Expense	650.81	650.81	2,160.00	1,509.19
Life & Disability Expense	1,074.19	1,074.19	4,460.00	3,385.81
FICA/Medicare Expense	2,341.27	2,341.27	7,915.00	5,573.73
FICA/Medicare Expense	5,960.91	5,960.91	18,585.00	12,624.09
Health Insurance Expense	8,769.15	8,769.15	39,850.00	31,080.85
Health Insurance Expense	21,391.73	21,391.73	80,500.00	59,108.27
Retirement	3,173.01	3,173.01	17,000.00	13,826.99
Retirement	7,811.10	7,811.10	35,800.00	27,988.90
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
<b>Total Payroll Benefits</b>	<b>55,446.56</b>	<b>55,446.56</b>	<b>211,870.00</b>	<b>156,423.44</b>
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	7,822.98	7,822.98	4,500.00	(3,322.98)
Legal/Engineering Fees	0.00	0.00	5,000.00	5,000.00
Telephone	803.32	803.32	2,350.00	1,546.68
Telephone	1,352.15	1,352.15	4,000.00	2,647.85

For Management Purposes Only

Sunapee SEWER Department  
**2022 Income Statement**  
 For the Five Months Ending May 31, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
Alarms	1,495.42	1,495.42	5,000.00	3,504.58
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	1,507.41	1,507.41	3,000.00	1,492.59
Auto Repair/Service	207.78	207.78	1,500.00	1,292.22
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	0.00	0.00	20,000.00	20,000.00
Outside Lab Services	5,018.54	5,018.54	15,000.00	9,981.46
BIOS HANDLING	8,316.23	8,316.23	64,000.00	55,683.77
BIOS Lab	0.00	0.00	1,200.00	1,200.00
<b>Total Purchased Prof &amp; Tech Services</b>	<b>43,016.35</b>	<b>43,016.35</b>	<b>186,665.00</b>	<b>143,648.65</b>
Electricity Expense	7,725.25	7,725.25	24,410.00	16,684.75
Electricity Expense	29,178.48	29,178.48	63,500.00	34,321.52
Heating Fuel Expense	5,837.04	5,837.04	15,000.00	9,162.96
Heating Fuel Expense	4,584.37	4,584.37	12,750.00	8,165.63
<b>Total Purchased Property Services</b>	<b>47,325.14</b>	<b>47,325.14</b>	<b>115,660.00</b>	<b>68,334.86</b>
Property Insurance	0.00	0.00	1,555.00	1,555.00
Property Insurance	0.00	0.00	4,500.00	4,500.00
Liability Insurance	0.00	0.00	2,410.00	2,410.00
Liability Insurance	0.00	0.00	2,510.00	2,510.00
Vehicle Insurance	0.00	0.00	1,035.00	1,035.00
Vehicle Insurance	0.00	0.00	300.00	300.00
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
<b>Total Other Purchased Services</b>	<b>413.00</b>	<b>413.00</b>	<b>14,885.00</b>	<b>14,472.00</b>
Office Supplies	173.82	173.82	700.00	526.18
Office Supplies	274.84	274.84	910.00	635.16
Postage Expense	118.41	118.41	950.00	831.59
Postage Expense	212.74	212.74	515.00	302.26
Billing Expense	129.31	129.31	400.00	270.69
Breakroom Supplies	145.81	145.81	250.00	104.19
Breakroom Supplies	209.68	209.68	300.00	90.32
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	10,245.46	10,245.46	12,000.00	1,754.54
Sewer Line Maint. Supply	768.82	768.82	7,000.00	6,231.18
Pump Station Maint. Supply	205.48	205.48	6,000.00	5,794.52
Auto Fuel Expense	1,046.46	1,046.46	4,000.00	2,953.54

For Management Purposes Only



Sunapee SEWER Department  
**2022 Income Statement**  
 For the Five Months Ending May 31, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
Auto Fuel Expense	1,072.19	1,072.19	3,000.00	1,927.81
Building/Custodial Expense	1,259.15	1,259.15	3,100.00	1,840.85
Uniform Expense	627.76	627.76	1,800.00	1,172.24
Uniform Expense	1,217.40	1,217.40	3,350.00	2,132.60
Lab Supplies	5,823.00	5,823.00	22,700.00	16,877.00
Lab Equipment	903.73	903.73	8,800.00	7,896.27
Chemical Expense	25,538.50	25,538.50	75,000.00	49,461.50
<b>Total Supplies</b>	<b>51,382.89</b>	<b>51,382.89</b>	<b>156,575.00</b>	<b>105,192.11</b>
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
<b>Total Replacement Fund</b>	<b>81,647.00</b>	<b>81,647.00</b>	<b>81,647.00</b>	<b>0.00</b>
<b>Total Perkins Pond Misc</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 386,062.16</b>	<b>\$ 386,062.16</b>	<b>\$ 1,147,162.00</b>	<b>761,099.84</b>
<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)
<b>Total Bond Payments</b>	<b>(32,869.41)</b>	<b>(32,869.41)</b>	<b>0.00</b>	<b>32,869.41</b>
<b>Total Warrant Articles</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL MISC. EXPENDITURES</b>	<b>\$ (32,869.41)</b>	<b>\$ (32,869.41)</b>	<b>\$ 0.00</b>	<b>32,869.41</b>
<u>OTHER EXPENSES</u>				
<b>Total Replacement Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Sunapee WATER Department  
**2022 Income Statement**  
 For the Five Months Ending May 31, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
<u>REVENUES</u>				
SRB Checking Interest	\$ 340.32	\$ 340.32	\$ 0.00	(340.32)
Capital Improvement Interest	12.79	12.79	0.00	(12.79)
SRB Replacement Fund Interest	1,262.43	1,262.43	0.00	(1,262.43)
Water User Fees	278,094.00	278,094.00	556,100.00	278,006.00
State Grant Funds Rec'd	8,287.64	8,287.64	16,821.97	8,534.33
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
<b>Total Revenues</b>	<b>\$ 370,405.67</b>	<b>\$ 370,405.67</b>	<b>\$ 640,736.97</b>	<b>270,331.30</b>
<u>EXPENDITURES</u>				
Superintendent Labor	\$ 7,687.11	\$ 7,687.11	\$ 25,679.00	17,991.89
Full Time Labor	33,307.05	33,307.05	89,085.00	55,777.95
Administrative Labor	6,560.69	6,560.69	21,832.00	15,271.31
Overtime Pay	3,027.86	3,027.86	13,500.00	10,472.14
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
<b>Total Wages</b>	<b>50,857.71</b>	<b>50,857.71</b>	<b>154,096.00</b>	<b>103,238.29</b>
Life & Disability Expense	835.94	835.94	2,455.00	1,619.06
FICA/Medicare	3,956.60	3,956.60	10,280.00	6,323.40
Health Insurance Expense	14,638.35	14,638.35	41,900.00	27,261.65
Retirement	5,578.67	5,578.67	17,705.00	12,126.33
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)
<b>Total Payroll Benefits</b>	<b>27,211.52</b>	<b>27,211.52</b>	<b>74,340.00</b>	<b>47,128.48</b>
Auditing	0.00	0.00	1,000.00	1,000.00
Legal/Engineering Fees	27,555.92	27,555.92	10,000.00	(17,555.92)
Telephone	1,543.53	1,543.53	3,500.00	1,956.47
Alarms	336.00	336.00	2,500.00	2,164.00
Computer Software Support	1,229.76	1,229.76	10,000.00	8,770.24
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	1,495.77	1,495.77	2,500.00	1,004.23
Equipment Repair	308.33	308.33	2,000.00	1,691.67
Maint.Repair/Service	2,115.00	2,115.00	15,000.00	12,885.00
Outside Lab Services	695.00	695.00	5,500.00	4,805.00
<b>Total Purchased Prof &amp; Tech Services</b>	<b>35,972.19</b>	<b>35,972.19</b>	<b>56,500.00</b>	<b>20,527.81</b>
Electricity Expense	10,448.02	10,448.02	20,600.00	10,151.98
Heating Fuel Expense	6,570.67	6,570.67	13,000.00	6,429.33
<b>Total Purchased Property Services</b>	<b>17,018.69</b>	<b>17,018.69</b>	<b>33,600.00</b>	<b>16,581.31</b>
Property Insurance	0.00	0.00	3,045.00	3,045.00
Liability Insurance	0.00	0.00	1,910.00	1,910.00
Vehicle Insurance	0.00	0.00	720.00	720.00
Travel Expense	0.00	0.00	150.00	150.00
Dues & Publications	200.00	200.00	200.00	0.00

For Management Purposes Only

Sunapee WATER Department  
**2022 Income Statement**  
 For the Five Months Ending May 31, 2022

	Current Month Actual	Year to Date Actual	Annual Budget	Year to Date Unspent
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)
<b>Total Other Purchased Services</b>	<b>568.66</b>	<b>568.66</b>	<b>7,575.00</b>	<b>7,006.34</b>
Office Supplies	147.33	147.33	600.00	452.67
Postage Expense	118.42	118.42	1,000.00	881.58
Billing Expense	129.32	129.32	600.00	470.68
Breakroom Supplies	45.93	45.93	300.00	254.07
OFFICE EQUIPMENT	133.33	133.33	600.00	466.67
Safety Supplies	0.00	0.00	750.00	750.00
Maintenance Supply	7,388.01	7,388.01	6,500.00	(888.01)
Distribution Supplies	5,815.11	5,815.11	12,000.00	6,184.89
Meter Supplies	3,171.31	3,171.31	15,000.00	11,828.69
Hydrant Replacement	0.00	0.00	4,000.00	4,000.00
Auto Fuel Expense	1,261.58	1,261.58	4,000.00	2,738.42
Building/Custodial Expense	240.00	240.00	500.00	260.00
Uniform Expense	710.12	710.12	1,500.00	789.88
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	2,531.40	2,531.40	6,000.00	3,468.60
<b>Total Supplies</b>	<b>23,333.32</b>	<b>23,333.32</b>	<b>57,100.00</b>	<b>33,766.68</b>
Water Replacement Fund	67,815.00	67,815.00	67,815.00	0.00
<b>Total Replacement Fund</b>	<b>67,815.00</b>	<b>67,815.00</b>	<b>67,815.00</b>	<b>0.00</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 222,777.09</b>	<b>\$ 222,777.09</b>	<b>\$ 451,026.00</b>	<b>228,248.91</b>
<u>MISCELLANEOUS EXPENSES</u>				
1997 Water Bond Payments	\$ 35,621.30	\$ 35,621.30	\$ 88,844.83	53,223.53
LOAN PAYMENT-LAKE AVE	23,210.93	23,210.93	47,290.18	24,079.25
<b>Total Bond/Interest Payments</b>	<b>58,832.23</b>	<b>58,832.23</b>	<b>136,135.01</b>	<b>77,302.78</b>
20 Article TTHM Remediation	107,919.01	107,919.01	0.00	(107,919.01)
<b>Total Warrant Articles</b>	<b>107,919.01</b>	<b>107,919.01</b>	<b>0.00</b>	<b>(107,919.01)</b>
<b>TOTAL MISC. EXPENDITURES</b>	<b>\$ 166,751.24</b>	<b>\$ 166,751.24</b>	<b>\$ 136,135.01</b>	<b>(30,616.23)</b>
<u>OTHER EXPENSES</u>				
<b>Total Replacement Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Unbudgeted Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**Region 1**  
**5 Post Office Square, Suite 100**  
**Boston, MA 02109-3912**

**VIA EMAIL – READ RECEIPT REQUESTED**

May 17, 2022

David Bailey, Superintendent  
Sunapee Wastewater Treatment Facility  
PO Box 347  
Sunapee, NH 031782  
sunws@town.sunapee.nh.us

RE: NPDES Application No. MA 0100544

Dear Mr. Bailey:

Your reapplication for a National Pollutant Discharge Elimination System (NPDES) permit has been reviewed and appears to be complete. You may be contacted for additional information as the permit is developed, should it be necessary to clarify, modify or supplement any previously submitted information.

The draft permit will be publicly noticed and forwarded for state certification if certification has not previously been received on the application. If it is deemed necessary, a public hearing will be held, in which case, the comment period will be extended until the close of the hearing. After the close of the public comment period, your final permit will be issued providing no new substantial questions are raised. If new questions develop during the comment period, it may be necessary to draft a new permit, revise the statement of basis or fact sheet and/or reopen the public comment period.

The conditions of your present permit will continue in force until a new permit is issued and becomes effective since you filed a complete reapplication, see 40 CFR §122.6 and §122.21(d).

Should you have any questions concerning the application process, do not hesitate to contact Marian Spahn of my staff at (617) 918-1732 or [spahn.marian@epa.gov](mailto:spahn.marian@epa.gov).

Sincerely,

**ELLEN  
WEITZLER**

Ellen Weitzler, Chief  
Municipal Permits Section  
Water Division

Digitally signed by ELLEN  
WEITZLER  
Date: 2022.05.17 09:12:19  
-04'00'

cc: Haley Franz, NH DES



# FUSS & O'NEILL

May 5, 2022

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

RE: Proposal for Design and Permitting for Directional Drilling  
Fuss & O'Neill Reference No. 20211335.A10

Dear Commissioners:

Five Route 11 (Main Street) crossings are required to replace aged water main. The work is anticipated to be directional drilling trenchless installation. Work will impact both the Department of Transportation (DOT) Right-of-Way and the Department of Environmental Services (DES) Shoreland Protection zone. Fuss & O'Neill will survey, perform geotechnical investigation, provide design plans, submit State Shoreland and Excavation Permits and will coordinate design work with the Town and State for the installation of these utilities.

## Scope of Services

### Engineering Services

#### 1. Field Investigation:

Fuss & O'Neill will pre-mark the five sites and request a DigSafe ticket for the location of buried utilities within the work areas.

We will coordinate with a local land surveyor to provide base mapping information at each of the crossing locations. This information will include topography, existing utilities visible on the ground surface, structures, edges of pavement, elements required for shoreland permitting, and State DOT ROW limits.

We will work with the Town to perform a program of test pits to record geologic strata, specifically the presence of bedrock or strongly cemented parent materials that would impact the difficulty of drilling. Results of the test pits will be illustrated on the plans in the form of test pit logs.

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 also contact a Drilling Contractor to evaluate the information from the survey and test pits and provide additional design criteria, if required.

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

[www.fando.com](http://www.fando.com)

California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
Rhode Island  
Vermont

\\Private\Dfs\Projectdata\P2021\1335\A10\Proposal\Directional Drilling Phase 1\20211335.A10 Proposal For Directional Drilling.Doc

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## **2. Schematic Design and Permitting**

Fuss & O'Neill will begin schematic design and draft plans for permitting purposes. Plans will include the locations for the sending and receiving pits, size and material of piping (and sleeves if required), profiles of the proposed piping runs, limits of impacts, and elements required for permitting.

Based on the crossing locations we anticipate that four shoreland permits will be required. These permits will be submitted by Fuss & O'Neill and will include the application forms, Natural Heritage Bureau Review, USGS maps, tax maps, and photos. We will submit these permits on behalf of the Town and have budgeted 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. These fees could range from \$850 - \$1,200 per shoreland permit.

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.

Fuss & O'Neill will coordinate with District 2 of the NH DES and have already had preliminary conversations with Des Pomeroy the Access and Utilities Supervisor for District 2. Des mentioned that She would like to be invited to any potential pre-bid meetings and would like a site visit with the Town and Fuss & O'Neill prior to design. We have budgeted for one onsite meeting with NH DOT and will keep written minutes from the meeting. We have budgeted a total of 8 hours to respond to NH DES review comments, and we will notify you if significant additional hours are necessary.

Fuss & O'Neill will submit the five excavation permits on behalf of the Town. Excavation permits will require the signature of the potential drilling contractor so these permits will be completed after bid solicitation. We have budgeted a total of 4 hours to respond to potential DOT review comments during design, and we will notify you if significant additional hours are necessary.

## **3. Design Development**

After addressing DES and DOT comments received during the permitting effort, Fuss & O'Neill will advance the plans from draft to construction ready plans. Plans will include construction details, sequencing, traffic control, erosion control, and schedule of items.

We will prepare a technical specifications document. Contractor 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.

As part of the DOT excavation permits we will provide an opinion of probable cost for the work. This cost will be provided to DOT in an itemized list 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;
- Town of Sunapee hearings or public engagement;
- Application fees;
- Equipment and operator will be provided by the Town for the excavation of test pits;
- Obtaining easements or obtaining approvals for work on private property;
- Bid or Construction Administration.

## Schedule

We are prepared to complete the proposed tasks within 15 weeks of receipt of Authorization to Proceed, weather permitting.

## Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis for a fee of *\$39,900.00*. 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.

<b>Task</b>	<b>Fee</b>
1. Field Investigation & Survey	\$21,400
2. Schematic Design & Permitting	\$10,100
3. Design Development	\$8,400
Total:	\$39,900

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.

Unless expressly instructed by the client to the contrary, Fuss & O'Neill will consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations of applicable municipal, state and/or federal guidelines and standards for design, including consideration of project purpose and location, and future climate conditions



Town of Sunapee

May 5, 2022

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relevant to the design life and/or anticipated service life or duration of the project, using applicable available data relevant to the project geography.

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

PF/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  
 Sunapee Directional Drilling Design  
 Fuss & O'Neill Opportunity No. 20211335.A10

Budget: \$39,900

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 5/5/2022.

\_\_\_\_\_  
 Printed Name Date

\_\_\_\_\_  
 Signature Title

*For Municipal Contracts – remove this line and the box below if not needed for your project.*

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 May 4, 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.