



Agenda
Scheduled Meeting
Louisa Town Council
212 Fredericksburg Avenue
Louisa, Virginia 23093
Tuesday, December 17, 2024

6:00 pm Convene Regular Session

Invocation

Pledge to the Flag

Business from the Floor

This section of the Council meeting provides citizens the opportunity to discuss matters, which are not listed on the printed agenda. Any person wishing to bring a matter to the Council's attention under this section of the agenda should: (1) State their name and address; (2) State the matter that they wish to discuss and what action they would like the Council to take. When appropriate or if requested, we will respond to direct questions in writing. Please limit comments to 3 minutes or less.

Consent Agenda

Meeting Agenda Approval

Consideration of Accounts and Appropriations

Approval of Minutes: November 19, 2024

Sale of Cemetery Lots

Public Hearing

1. SUP-2024-03 - A Special Use Permit application, submitted by R. T. Williams, III agent for the owners, RTW Construction Corp, Patrick & Judith Hanley and Curtis Moore, for the property located on Barnstormer Circle, specifically Lots 28 and 28A, identified as Louisa Tax Map parcels 41C-1-28 and 41C-1-28A, located in a Residential General District. The total acreage of the parcels consists of 0.756 acres. The application is to subdivide the two parcels to a total of 4 parcels and construct two (2) duplexes, for a total of four (4) dwelling units.

New Business

1. Oath of Office – Police Department
2. SUP-2024-03 - A Special Use Permit application, submitted by R. T. Williams, III
3. Thrasher Engineering Contract
4. CHA Consulting, Inc. – Work Order No. 2024-4
5. ARPA Project Funds Appropriation
6. 2025 Holiday Schedule

Standing Committee Reports

Water and Sewer Committee

Reports from Staff

Police Chief

Public Works Superintendent

Legal Counsel

Clerk/Treasurer

Manager

Closed Session

Consider in closed session, in accordance with the Virginia Code & Freedom of Information Act.

Comments by Members of Town Council

Adjournment

Deposit Account Balances

As of November 30, 2024

Institution Name	Treasurer's Fund Account Number	Balance	Maturity Date (if applicable)	Date of Next Interest (if applicable)	Interest Rate (if applicable)
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Operating Account (All Funds - General 100, Police Asset Forfeiture 102, Water 501, Sewer 502 and Hillcrest 702)

Blue Ridge Bank	999 103 0008	\$ 1,336,636.07	N/A	N/A	N/A
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General Fund (100)

LGIP	999 105 0001	\$ 372,412.78	N/A	Monthly	4.923%
LGIP (Oakland Cemetery)	999 105 0002	\$ 52,570.96	N/A	Monthly	4.923%
Blue Ridge Bank - Savings Account	999 103 0017	\$ 298,806.48	N/A	Quarterly	0.030%
Blue Ridge Bank - Money Market Account	999 103 0009	\$ 715,678.14	N/A	Monthly	0.200%
Blue Ridge Bank - PF ARPA Funds MM	999 103 0020	\$ 1,805,025.76	N/A	Monthly	0.150%
General Fund - Total		\$ 3,244,494.12			

Water Fund (501)

LGIP	999 105 0003	\$ 793,208.88	N/A	Monthly	4.923%
Blue Ridge Bank - Savings Account	999 103 0018	\$ 412,647.31	N/A	Monthly	0.200%
Water Fund - Total		\$ 1,205,856.19			

Sewer Fund (502)

LGIP	999 105 0005	\$ 364,545.50	N/A	Monthly	4.923%
United Bank - Checking Account	999 108 0006	\$ 1,426.26	N/A	N/A	N/A
Sewer Fund - Total		\$ 365,971.76			

Hillcrest Cemetery Fund (702)

LGIP	999 105 0004	\$ 523,084.41	N/A	Monthly	4.923%
Hillcrest Fund - Total		\$ 523,084.41			

Total Cash on Deposit (All Institutions)	\$ 6,676,042.55
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Total Cash on Deposit at Blue Ridge Bank	\$ 4,568,793.76
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Total Cash on Deposit at United Bank	\$ 1,426.26
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Total Cash on Deposit at LGIP	\$ 2,105,822.53
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TOWN OF LOUISA

Preliminary Bill List for Town Council Meeting - December 17, 2024

VENDOR NAME	GENERAL FUND	WATER FUND	SEWER FUND	HILLCREST FUND	TOTAL
Automated Office System	99.00				\$ 99.00
BAI Municipal Software	7,643.00				\$ 7,643.00
BCS	2,150.00				\$ 2,150.00
Blue Ridge Bank	2,491.55	261.46			\$ 2,753.01
BMS Direct, Inc.		180.35	180.35		\$ 360.70
Central VA Contractors, Inc.	977.50	3,163.00			\$ 4,140.50
CHA Consulting, Inc.	4,000.00				\$ 4,000.00
Cintas	157.93	157.93	157.92		\$ 473.78
Cody Langridge/PWS Operations, LLC		603.00			\$ 603.00
County of Louisa, Landfill	584.28				\$ 584.28
Crystal Springs	12.31				\$ 12.31
Display Sales	824.00				\$ 824.00
Document Destruction of Virginia, LLC	140.00				\$ 140.00
Gladys M. Thomas (Focus Point)	1,425.00				\$ 1,425.00
Hefty, Wiley & Gore, P.C.	4,500.00				\$ 4,500.00
Intrastate Pest	116.11				\$ 116.11
J S Purcell Lumber Corp.		28.80			\$ 28.80
Kenny's Central Tire & Auto	314.00				\$ 314.00
Louisa Auto Parts, Inc.	1,835.02	2.97			\$ 1,837.99
Louisa County Water Authority		34,229.23	18,410.73		\$ 52,639.96
Louisa Hardware	112.41	44.22	9.25		\$ 165.88
Lux Trailer Sales, Inc.	10,295.00				\$ 10,295.00
Magna5 MS, LLC	3,602.95				\$ 3,602.95
Mansfield Oil Co.	1,161.06				\$ 1,161.06
MoJohns	95.00				\$ 95.00
Navarre's Auto Service, LLC	104.09				\$ 104.09
Ricoh USA, Inc.	279.96				\$ 279.96
Special Renovations, Inc.		2,052.80			\$ 2,052.80
The Childress Agency, Inc.	274.95				\$ 274.95
UniFirst Corp.	224.70				\$ 224.70
Updike Industries, Inc.	6,350.00				\$ 6,350.00
Virginia Utility Protection Services		33.35			\$ 33.35
WBBI, Inc.	1,291.01				\$ 1,291.01
1st Choice Electrical & Security	340.23				\$ 340.23
TOTALS:	51,401.06	40,757.11	18,758.25	-	\$ 110,916.42

General Fund Revenue (Fund 100)

Account Number	Description	Budget	Received	Balance
Taxes (RE, PP, PS)				
100-11010-0001	Real Estate Current Year Tax	\$ 325,000.00	\$ 53,210.62	\$ 271,789.38
100-11010-0002	Delinquent Real Estate Tax	\$ 3,500.00	\$ 410.56	\$ 3,089.44
100-11020-0001	Personal Property Current Year Tax	\$ 78,000.00	\$ 24,763.54	\$ 53,236.46
100-11020-0002	Delinquent Personal Property Tax	\$ 2,500.00	\$ 1,816.41	\$ 683.59
100-11020-0003	VA Personal Property Relief Allowance	\$ 21,300.00	\$ 21,378.84	\$ (78.84)
100-11025-0001	Public Service Tax Current Year	\$ 7,000.00	\$ 744.99	\$ 6,255.01
100-11060-0001	Penalties - All Property Tax	\$ 2,000.00	\$ 370.60	\$ 1,629.40
100-11060-0002	Interest - All Property Tax	\$ 2,000.00	\$ 834.24	\$ 1,165.76
Local Taxes				
100-12010-0001	Local Sales Use and Tax	\$ 135,000.00	\$ 55,807.98	\$ 79,192.02
100-12020-0002	Consumption Tax	\$ 4,000.00	\$ 2,087.89	\$ 1,912.11
100-12030-0001	Business License Tax	\$ 250,000.00	\$ 40,057.85	\$ 209,942.15
100-12060-0001	Bank Stock Tax	\$ 200,000.00	\$ -	\$ 200,000.00
100-12100-0001	Transient Lodging Tax	\$ 2,000.00	\$ 1,079.66	\$ 920.34
100-12110-0001	Meals Tax	\$ 775,000.00	\$ 312,230.79	\$ 462,769.21
Permits and Other Licenses				
100-13030-0007	Zoning Permits	\$ 1,000.00	\$ 1,501.00	\$ (501.00)
100-13030-0100	Special Use Permits	\$ 2,000.00	\$ 750.00	\$ 1,250.00
Fines and Forfeitures				
100-14010-0001	Court Fines & Forfeitures	\$ 4,000.00	\$ 748.15	\$ 3,251.85
100-14010-0005	Parking Violation Fees	\$ 100.00	\$ -	\$ 100.00
100-24040-0015	PD Fines/Charges	\$ 500.00	\$ 302.00	\$ 198.00
Other Revenue				
100-15010-0001	Interest Earned	\$ 10,600.00	\$ 11,820.07	\$ (1,220.07)
100-15020-0005	Pettit Storage Rental	\$ 4,800.00	\$ 2,000.00	\$ 2,800.00
100-15020-0009	Parking Lot Building Rental	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00
100-15020-0015	Arts Center Lease Rent	\$ 12,000.00	\$ -	\$ 12,000.00
100-16080-0001	Solid Waste Fees	\$ 7,500.00	\$ 3,612.25	\$ 3,887.75
100-18990-0001	Miscellaneous	\$ 500.00	\$ 2,162.11	\$ (1,662.11)
100-18990-0013	NSF Fees	\$ 100.00	\$ -	\$ 100.00
100-18990-0050	MLR Rebate	\$ 3,000.00	\$ 2,292.36	\$ 707.64
100-18990-0702	Lot Sales at Hillcrest Cemetery	\$ 5,000.00	\$ 5,733.34	\$ (733.34)
100-18990-2025	Swing Donations	\$ -	\$ 7,300.00	\$ (7,300.00)
Due From Other Governments				
100-22010-0005	Rolling Stock Tax	\$ 1,600.00	\$ 3.81	\$ 1,596.19
100-22010-0006	Communication Tax	\$ 3,000.00	\$ 1,182.81	\$ 1,817.19
100-23201-0003	Arts Center Grant	\$ 4,500.00	\$ 4,500.00	\$ -
100-24010-0005	TEA Grant Downtown	\$ 1,134,000.00	\$ -	\$ 1,134,000.00
100-24010-2025	Additional Grant for TA Project	\$ 720,000.00	\$ -	\$ 720,000.00
100-24040-0001	Law Enforcement - 599 Funds	\$ 45,000.00	\$ 23,424.00	\$ 21,576.00
100-24040-0006	DCJS Grants	\$ 100,000.00	\$ -	\$ 100,000.00
100-24040-0007	Anti-Litter Grant	\$ 1,500.00	\$ 1,931.00	\$ (431.00)
100-24040-0012	Fire Program Grant	\$ 15,000.00	\$ -	\$ 15,000.00
100-33201-2020	ARPA Grant	\$ -	\$ 3,471.32	\$ (3,471.32)
100-33201-3500	VRA LSL Principal Forgive Loan	\$ -	\$ -	\$ -
Transfers from Reserves/Other Funds				
100-41050-0006	Transfer from Reserves - TA Sidewalk	\$ 690,000.00	\$ -	\$ 690,000.00
100-41050-2020	Trans DR-ARPA to Water Infra Imp	\$ 650,000.00	\$ -	\$ 650,000.00
100-41050-2026	Trans DR-ARPA to Sewer Infra Imp	\$ 650,000.00	\$ -	\$ 650,000.00
Total Revenue General Fund		\$ 5,879,000.00	\$ 590,528.19	\$ 5,288,471.81

General Fund Expenses (Fund100)

Account Number	Description	Budget	Spent	Balance
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Town Administration/Town Hall

Administrative Salaries and Benefits

100-10000-1110	Salaries - Mayor	\$ 3,600.00	\$ 900.00	\$ 2,700.00
100-10000-1111	Salaries - Administration	\$ 157,000.00	\$ 58,078.23	\$ 98,921.77
100-10000-1115	Salaries - Planning Commission	\$ 4,500.00	\$ -	\$ 4,500.00
100-10000-1116	Salaries - Grounds	\$ 24,000.00	\$ 9,432.47	\$ 14,567.53
100-10000-1711	Salaries - Council	\$ 12,000.00	\$ -	\$ 12,000.00
100-10000-2100	FICA	\$ 14,000.00	\$ 5,252.40	\$ 8,747.60
100-10000-2210	VRS	\$ 10,000.00	\$ 2,118.43	\$ 7,881.57
100-10000-2240	Group Life Insurance	\$ 2,300.00	\$ 766.55	\$ 1,533.45
100-10000-2300	Medical Insurance	\$ 48,300.00	\$ 10,898.79	\$ 37,401.21
100-10000-2310	Dental Insurance	\$ 2,300.00	\$ 638.34	\$ 1,661.66
100-10000-2700	Worker's Compensation	\$ 34,500.00	\$ 7,974.00	\$ 26,526.00

Operating Expenses

100-10000-3100	Custodial Services	\$ 18,000.00	\$ 5,625.00	\$ 12,375.00
100-10000-3101	Custodial Supplies	\$ 3,000.00	\$ 2,085.58	\$ 914.42
100-10000-3120	Audit Fees	\$ 30,000.00	\$ 100.00	\$ 29,900.00
100-10000-3150	Legal Fees	\$ 57,000.00	\$ 18,000.00	\$ 39,000.00
100-10000-3152	Election Fees	\$ 2,000.00	\$ 1,373.36	\$ 626.64
100-10000-3160	Website/Email Maintenance	\$ 4,000.00	\$ 1,374.75	\$ 2,625.25
100-10000-3180	Bank Fees	\$ 50.00	\$ -	\$ 50.00
100-10000-3190	Economic Development/Donations	\$ 3,000.00	\$ 1,298.63	\$ 1,701.37
100-10000-3330	Repairs & Maintenance Grounds	\$ 20,000.00	\$ 18,066.75	\$ 1,933.25
100-10000-3331	Playground Expenses	\$ -	\$ 5,850.00	\$ (5,850.00)
100-10000-3340	Building Contractual Services	\$ 10,000.00	\$ 1,080.97	\$ 8,919.03
100-10000-3350	Equipment Repairs/Supplies TH	\$ 5,000.00	\$ 2,157.06	\$ 2,842.94
100-10000-3600	Advertising	\$ 12,000.00	\$ 5,466.56	\$ 6,533.44
100-10000-5120	Electricity	\$ 15,000.00	\$ 9,663.93	\$ 5,336.07
100-10000-5130	Fuel Oil	\$ 3,000.00	\$ 1,098.54	\$ 1,901.46
100-10000-5210	Postage	\$ 3,500.00	\$ 1,840.14	\$ 1,659.86
100-10000-5215	Tax Preparation	\$ 2,000.00	\$ 2,071.23	\$ (71.23)
100-10000-5230	Telephone	\$ 6,800.00	\$ 2,807.00	\$ 3,993.00
100-10000-5235	Cell Phones	\$ 6,000.00	\$ 2,357.51	\$ 3,642.49
100-10000-5309	Insurance (VRSA)	\$ 26,500.00	\$ 12,876.00	\$ 13,624.00
100-10000-5410	Lease Equipment (Copier)	\$ 2,250.00	\$ 897.30	\$ 1,352.70
100-10000-5540	Conferences & Education	\$ 5,000.00	\$ 740.00	\$ 4,260.00
100-10000-5800	Miscellaneous	\$ 1,000.00	\$ 263.44	\$ 736.56
100-10000-5810	Code Updates	\$ 2,000.00	\$ 1,195.00	\$ 805.00
100-10000-6001	Office Supplies	\$ 16,226.00	\$ 2,208.17	\$ 14,017.83
100-10000-6002	Shenandoah Water	\$ 250.00	\$ 243.96	\$ 6.04
100-10000-6003	Emergency Generator Maintenance	\$ 1,200.00	\$ 1,290.84	\$ (90.84)
100-10000-6004	Alarm Monitoring	\$ 800.00	\$ -	\$ 800.00
100-10000-6005	Elevator Maintenance & Inspection	\$ 2,000.00	\$ 611.28	\$ 1,388.72
100-10000-6006	Fire System Maintenance & Inspection	\$ 2,500.00	\$ -	\$ 2,500.00
100-10000-6007	Propane	\$ 5,500.00	\$ -	\$ 5,500.00
100-10000-6008	Road Fuel	\$ 3,000.00	\$ 115.53	\$ 2,884.47
100-10000-6010	HVAC Service Contract	\$ 1,800.00	\$ -	\$ 1,800.00
100-10000-6011	Fire Alarm Maintenance & Inspection	\$ 2,000.00	\$ 750.00	\$ 1,250.00
100-10000-6012	Dues & Subscriptions	\$ 3,000.00	\$ 2,484.92	\$ 515.08

100-10000-6021	Safety Equipment	\$ 3,000.00	\$ 1,400.44	\$ 1,599.56
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Account Number	Description	Budget	Spent	Balance
Town Administration/Town Hall				
100-10000-8214	BAI Computer System	\$ 15,500.00	\$ 7,278.00	\$ 8,222.00
100-10000-8220	Computer Tech Support	\$ 25,000.00	\$ 8,653.75	\$ 16,346.25
100-10000-8222	Computer Equipment Upgrade	\$ 15,000.00	\$ 4,723.00	\$ 10,277.00

Grants Awarded

100-10000-7018	Commission for the Arts Grant Funding	\$ 9,000.00	\$ 9,000.00	\$ -
100-10000-7019	VRA LSL/ CHA Expenses	\$ -	\$ 26,000.00	\$ (26,000.00)

Capital Improvements

100-10000-8100	Capital Improvement	\$ 10,000.00	\$ -	\$ 10,000.00
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Administrative Debt Service

100-10000-9002	LAC Debt Service	\$ 72,204.00	\$ 30,085.00	\$ 42,119.00
100-10000-9230	Principal 2008 GO Bonds (R1 2 3)	\$ 117,660.00	\$ 49,025.00	\$ 68,635.00

Transfers

100-93100-0702	Transfer Hillcrest Cemetery	\$ 32,200.00	\$ -	\$ 32,200.00
100-93100-2020	Trans DR - ARPA to Water Infra Imp	\$ 650,000.00	\$ -	\$ 650,000.00
100-93100-2026	Trans DR - ARPA to Water Infra Imp	\$ 650,000.00	\$ -	\$ 650,000.00
Total Town Administration/Town Hall Expenses		\$ 2,187,440.00	\$ 338,217.85	\$ 1,849,222.15

General Fund Expenses (Fund100)

Account Number	Description	Budget	Spent	Balance
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Police Department

Police Department Salaries and Benefits

100-31000-1139	Salaries	\$ 372,000.00	\$ 118,043.59	\$ 253,956.41
100-31000-1140	Overtime	\$ 7,000.00	\$ 3,685.10	\$ 3,314.90
100-31000-1150	Holiday/Part Time Pay	\$ 3,400.00	\$ 555.84	\$ 2,844.16
100-31000-2100	FICA	\$ 28,500.00	\$ 9,375.88	\$ 19,124.12
100-31000-2210	VRS	\$ 19,200.00	\$ 724.14	\$ 18,475.86
100-31000-2240	Group Life Insurance	\$ 4,200.00	\$ 806.16	\$ 3,393.84
100-31000-2300	Medical Insurance	\$ 65,500.00	\$ 16,452.12	\$ 49,047.88
100-31000-2310	Dental Insurance	\$ 2,850.00	\$ 773.30	\$ 2,076.70

Police Department Operating Expenses

100-31000-2350	Employee Hire Process	\$ 3,000.00	\$ 2,082.80	\$ 917.20
100-31000-3310	Equipment Replacement	\$ 20,000.00	\$ 13,084.00	\$ 6,916.00
100-31000-3330	Police Building Maintenance	\$ 5,000.00	\$ 4,142.89	\$ 857.11
100-31000-3710	Uniform Replacement	\$ 10,000.00	\$ 1,282.41	\$ 8,717.59
100-31000-5120	Electricity	\$ 2,500.00	\$ 968.03	\$ 1,531.97
100-31000-5215	Propane Generator	\$ 500.00	\$ -	\$ 500.00
100-31000-5230	Police Telephone	\$ 1,200.00	\$ 1,657.44	\$ (457.44)
100-31000-5235	Cell Phone	\$ 5,000.00	\$ 1,930.50	\$ 3,069.50
100-31000-5309	Line of Duty Benefit	\$ 9,250.00	\$ 1,404.00	\$ 7,846.00
100-31000-5410	Copier	\$ 2,500.00	\$ 495.00	\$ 2,005.00
100-31000-5450	State Police VCIN Terminal	\$ 250.00	\$ 198.00	\$ 52.00
100-31000-5540	Conferences/Education	\$ 5,000.00	\$ -	\$ 5,000.00
100-31000-5800	Miscellaneous	\$ 350.00	\$ 95.99	\$ 254.01
100-31000-5810	Dues, Subscriptions	\$ 6,000.00	\$ 4,948.00	\$ 1,052.00
100-31000-5820	Attorney Fees	\$ 500.00	\$ -	\$ 500.00
100-31000-5830	Police Public Relations	\$ 2,500.00	\$ 977.52	\$ 1,522.48
100-31000-5850	PD Health and Wellness Program	\$ 4,400.00	\$ -	\$ 4,400.00
100-31000-6001	Office Supplies/Materials	\$ 2,500.00	\$ 245.83	\$ 2,254.17
100-31000-6008	Fuel	\$ 10,000.00	\$ 3,170.41	\$ 6,829.59
100-31000-6009	Repairs & Maintenance Vehicles	\$ 10,000.00	\$ 291.47	\$ 9,708.53
100-31000-6014	Police Radios	\$ 1,000.00	\$ -	\$ 1,000.00
100-31000-6050	Accreditation Assessment Fees	\$ 3,000.00	\$ -	\$ 3,000.00
100-31000-8103	Video Camera Vehicles	\$ 1,500.00	\$ -	\$ 1,500.00
100-31000-8104	CAD/RMS Upgrade	\$ 10,000.00	\$ 9,697.26	\$ 302.74

Police Department Capital Improvements

100-31000-8218	Server/Computers/Alarm	\$ 20,000.00	\$ 6,162.00	\$ 13,838.00
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Police Department Grant Expenses

100-31000-8225	DCJS/Other Grant	\$ 100,000.00	\$ -	\$ 100,000.00
Total Police Expenditures		\$ 738,600.00	\$ 203,249.68	\$ 535,350.32

General Fund Expenses (Fund100)

Account Number	Description	Budget	Spent	Balance
Fire and Rescue Departments				

Contributions and Grants

100-32100-5640	Fire Dept. Contribution	\$ 6,000.00	\$ -	\$ 6,000.00
100-32100-5641	Fire Programs Grant	\$ 15,000.00	\$ -	\$ 15,000.00
100-32100-5740	Rescue Squad Contribution	\$ 6,000.00	\$ 6,000.00	\$ -
Total Fire/Rescue Expense		\$ 27,000.00	\$ 6,000.00	\$ 21,000.00

Streets and Sidewalks Expenses

Streets and Sidewalks Salaries and Benefits

100-41000-1130	Salaries - Streets & Sidewalks	\$ 80,000.00	\$ 27,744.44	\$ 52,255.56
100-41000-1140	Overtime	\$ 4,000.00	\$ 1,366.37	\$ 2,633.63
100-41000-1150	Part Time	\$ 4,000.00	\$ -	\$ 4,000.00
100-41000-2100	FICA	\$ 10,000.00	\$ 2,238.31	\$ 7,761.69
100-41000-2210	VRS	\$ 3,900.00	\$ 412.93	\$ 3,487.07
100-41000-2240	Group Life Insurance	\$ 900.00	\$ 245.96	\$ 654.04
100-41000-2300	Medical Insurance	\$ 16,000.00	\$ 4,656.79	\$ 11,343.21
100-41000-2310	Dental Insurance	\$ 775.00	\$ 250.83	\$ 524.17

Streets and Sidewalks Operations

100-41000-3330	Repairs on Streets & Sidewalks	\$ 8,000.00	\$ 2,898.97	\$ 5,101.03
100-41000-3350	Main Street Parking	\$ 24,000.00	\$ 8,811.15	\$ 15,188.85
100-41000-5120	Electricity	\$ 21,500.00	\$ 5,541.12	\$ 15,958.88
100-41000-5800	Miscellaneous	\$ 100.00	\$ 82.38	\$ 17.62
100-41000-6003	Agricultural/Beautification	\$ 5,000.00	\$ 1,804.99	\$ 3,195.01
100-41000-6007	Repairs & Maintenance Supplies	\$ 15,000.00	\$ 337.21	\$ 14,662.79
100-41000-6008	Fuel	\$ 3,000.00	\$ 675.55	\$ 2,324.45
100-41000-6009	Vehicle Maintenance	\$ 10,000.00	\$ 4,562.95	\$ 5,437.05
100-41000-6011	Uniforms	\$ 4,000.00	\$ 985.38	\$ 3,014.62
100-41000-6023	Snow Removal Supplies	\$ 3,000.00	\$ 29.87	\$ 2,970.13

Streets and Sidewalks Shop

100-41000-7100	Shop Building Maintenance	\$ 3,000.00	\$ 1,379.47	\$ 1,620.53
100-41000-7200	Equipment Repairs	\$ 6,000.00	\$ 7,250.68	\$ (1,250.68)
100-41000-7300	Shop Supplies/Utilities	\$ 3,000.00	\$ 1,680.61	\$ 1,319.39
100-41000-8101	Equipment Replacement	\$ 52,500.00	\$ 13,214.65	\$ 39,285.35

Streets and Sidewalks Capital Improvements

100-41000-8102	Capital Improvements S/S	\$ 10,000.00	\$ -	\$ 10,000.00
100-41000-7250	Sidewalk Construction - VDOT	\$ 2,495,000.00	\$ -	\$ 2,495,000.00
Total Streets/Sidewalk Expense		\$ 2,782,675.00	\$ 86,170.61	\$ 2,696,504.39

Trash and Recycle Expenses

Contract Fees

100-42300-3050	Fuel Surcharge	\$ 2,000.00	\$ -	\$ 2,000.00
100-42300-4000	Subcontract Work - Updike	\$ 66,200.00	\$ 27,585.00	\$ 38,615.00
100-42300-4001	Contract Contingency - Add Cans	\$ 4,000.00	\$ -	\$ 4,000.00
100-42350-3000	Tipping Fee - County of Louisa	\$ 21,000.00	\$ 7,127.38	\$ 13,872.62
100-42350-4000	Subcontract Work - Updike Recycle	\$ 10,000.00	\$ 4,165.00	\$ 5,835.00
Total Trash Expense		\$ 103,200.00	\$ 38,877.38	\$ 64,322.62

Account Number	Description	Budget	Spent	Balance
Ball Park Expenses				

Maintenance Expenses

100-71300-5110	Electric	\$ 1,500.00	\$ 1,480.65	\$ 19.35
100-71300-5200	Field Facility Improvements	\$ 3,000.00	\$ -	\$ 3,000.00
Total Ball Park Expense		\$ 4,500.00	\$ 1,480.65	\$ 3,019.35

Oakland Cemetery

Oakland Salaries and Benefits

100-71400-1130	Salaries - Oakland	\$ 12,750.00	\$ 4,860.72	\$ 7,889.28
100-71400-2100	FICA	\$ 980.00	\$ 374.02	\$ 605.98
100-71400-2210	VRS	\$ 800.00	\$ 109.27	\$ 690.73
100-71400-2240	Group Life Insurance	\$ 175.00	\$ 49.35	\$ 125.65
100-71400-2300	Medical Insurance	\$ 2,700.00	\$ 680.57	\$ 2,019.43
100-71400-2310	Dental Insurance	\$ 130.00	\$ 43.07	\$ 86.93

Oakland Operations

100-71400-3310	Repairs and Maintenance	\$ 17,500.00	\$ 5,832.00	\$ 11,668.00
100-71400-6008	Fuel	\$ 50.00	\$ -	\$ 50.00
100-71400-6017	Lights and Flags	\$ 500.00	\$ 39.54	\$ 460.46
Total Oakland Cemetery		\$ 35,585.00	\$ 11,988.54	\$ 23,596.46

Total General Fund Expenses		\$ 5,879,000.00	\$ 685,984.71	\$ 5,193,015.29
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Water Fund Revenue (Fund 501)

Account Number	Description	Budget	Received	Balance
501-15010-0001	Interest Earned	\$ 31,600.00	\$ 17,882.57	\$ 13,717.43
501-16001-0001	Water Revenue	\$ 675,000.00	\$ 296,784.15	\$ 378,215.85
501-16001-0003	Water Connections	\$ 23,900.00	\$ -	\$ 23,900.00
501-16001-0007	Penalty Fees	\$ 7,500.00	\$ 2,950.00	\$ 4,550.00
501-41050-0002	Loan Proceeds	\$ 1,402,000.00	\$ -	\$ 1,402,000.00
501-41050-2020	ARPA Funding General Fund Transfer	\$ 650,000.00	\$ -	\$ 650,000.00
Total Water Revenue		\$ 2,790,000.00	\$ 317,616.72	\$ 2,472,383.28

Water Fund Expenses (Fund 501)

Account Number	Description	Budget	Spent	Balance
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Water Salaries and Benefits

501-45000-1130	Salaries - Water	\$ 115,000.00	\$ 34,440.53	\$ 80,559.47
501-45000-1140	Overtime	\$ 5,000.00	\$ 775.21	\$ 4,224.79
501-45000-1150	Part time	\$ 2,000.00	\$ -	\$ 2,000.00
501-45000-2100	FICA	\$ 9,500.00	\$ 2,709.10	\$ 6,790.90
501-45000-2210	VRS	\$ 6,200.00	\$ 751.74	\$ 5,448.26
501-45000-2240	Group Life Insurance	\$ 1,400.00	\$ 409.01	\$ 990.99
501-45000-2300	Medical Insurance	\$ 17,500.00	\$ 3,704.15	\$ 13,795.85
501-45000-2310	Dental Insurance	\$ 800.00	\$ 281.50	\$ 518.50

Operating Expenses

501-45000-3180	Water Tank Maintenance	\$ 20,000.00	\$ 9,427.56	\$ 10,572.44
501-45000-3185	Operator Contract Fees	\$ 8,500.00	\$ 3,015.00	\$ 5,485.00
501-45000-3310	Repairs & Maintenance Equipment	\$ 2,000.00	\$ -	\$ 2,000.00
501-45000-3600	Advertising	\$ 500.00	\$ -	\$ 500.00
501-45000-5130	Water Purchased	\$ 400,000.00	\$ 130,782.11	\$ 269,217.89
501-45000-5210	Postage/Billing Supplies	\$ 5,000.00	\$ 2,191.95	\$ 2,808.05
501-45000-5220	Water Testing Fees	\$ 500.00	\$ -	\$ 500.00
501-45000-5650	VDOT Fees	\$ 300.00	\$ -	\$ 300.00
501-45000-5660	Waterworks Operation Fund	\$ 2,500.00	\$ 1,308.00	\$ 1,192.00
501-45000-5670	Miss Utility	\$ 800.00	\$ 141.45	\$ 658.55
501-45000-5680	Road Repairs	\$ 7,500.00	\$ -	\$ 7,500.00
501-45000-5690	Electricity Tower Pumps	\$ 1,000.00	\$ 42.96	\$ 957.04
501-45000-5800	Miscellaneous	\$ 100.00	\$ 58.93	\$ 41.07
501-45000-5810	Dues/Subscriptions	\$ 500.00	\$ 400.00	\$ 100.00
501-45000-5840	CSX Right of Way	\$ 700.00	\$ 1,233.42	\$ (533.42)
501-45000-6001	Supplies	\$ 12,000.00	\$ 10,593.04	\$ 1,406.96
501-45000-6008	Fuel	\$ 1,500.00	\$ 763.93	\$ 736.07
501-45000-6010	Mapping	\$ 700.00	\$ 700.00	\$ -
501-45000-6011	Uniforms	\$ 1,500.00	\$ 767.38	\$ 732.62
501-45000-6510	Itron Software Handhelds	\$ 2,100.00	\$ 1,464.00	\$ 636.00
501-45000-6520	Itron Software Support	\$ 6,500.00	\$ -	\$ 6,500.00
501-45000-7000	Joint Operations LCWA Connect	\$ 10,000.00	\$ -	\$ 10,000.00

Capital Improvements

501-45000-8100	Capital Expenditures	\$ 15,000.00	\$ -	\$ 15,000.00
501-45000-8175	Contractual Services Water Operations	\$ 20,000.00	\$ 4,146.00	\$ 15,854.00
501-45000-9300	Water Contingency	\$ 15,000.00	\$ -	\$ 15,000.00
501-45000-9305	Water Line Replacement Project	\$ 1,402,000.00	\$ 50,978.00	\$ 1,351,022.00
501-93100-2020	ARPA Funding Infrastructure Imp	\$ 650,000.00	\$ 62,358.26	\$ 587,641.74

Transfers

501-93100-0501	Water to Sewer for Transfer for Operations	\$ 46,400.00	\$ -	\$ 46,400.00
Total Water Expenses		\$ 2,790,000.00	\$ 323,443.23	\$ 2,466,556.77

Sewer Fund Revenue (Fund 502)

Account Number	Description	Budget	Received	Balance
502-15010-0001	Interest Earned	\$ 15,000.00	\$ 7,822.67	\$ 7,177.33
502-16001-0002	Sewer Revenue	\$ 700,000.00	\$ 320,570.94	\$ 379,429.06
502-16001-0004	Sewer Connection	\$ 38,600.00	\$ -	\$ 38,600.00
502-41050-0502	Water to Sewer for Transfer for Operations	\$ 46,400.00	\$ -	\$ 46,400.00
502-41050-2026	ARPA Funding General Fund Transfer	\$ 650,000.00	\$ -	\$ 650,000.00
Total Sewer Revenue		\$ 1,450,000.00	\$ 328,393.61	\$ 1,121,606.39

Sewer Fund Expenses (Fund 502)

Account Number	Description	Budget	Spent	Balance
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Sewer Salaries and Benefits

502-45500-1130	Salaries	\$ 122,000.00	\$ 36,964.55	\$ 85,035.45
502-45500-1145	Overtime	\$ 2,000.00	\$ 318.04	\$ 1,681.96
502-45500-1150	Part time	\$ 1,000.00	\$ -	\$ 1,000.00
502-45500-2100	FICA	\$ 9,500.00	\$ 2,867.67	\$ 6,632.33
502-45500-2210	VRS	\$ 6,500.00	\$ 823.87	\$ 5,676.13
502-45500-2240	Group Life Insurance	\$ 1,500.00	\$ 437.22	\$ 1,062.78
502-45500-2300	Medical Insurance	\$ 17,800.00	\$ 4,413.01	\$ 13,386.99
502-45500-2310	Dental Insurance	\$ 850.00	\$ 314.02	\$ 535.98

Operating Expenses

502-45500-3310	Repairs/Maintenance Equipment	\$ 2,000.00	\$ 534.87	\$ 1,465.13
502-45500-3330	Repairs/Maintenance Buildings	\$ 1,000.00	\$ -	\$ 1,000.00
502-45500-3340	Contractual Services RSTP	\$ 400,000.00	\$ 131,682.59	\$ 268,317.41
502-45500-3345	RSTP Plant Improvements	\$ 15,000.00	\$ -	\$ 15,000.00
502-45500-5120	Electricity	\$ 3,000.00	\$ 1,189.59	\$ 1,810.41
502-45500-5210	Postage/Billing Supplies	\$ 4,300.00	\$ 2,191.94	\$ 2,108.06
502-45500-5230	Telephone - Pump Station	\$ 600.00	\$ 282.98	\$ 317.02
502-45500-5680	Road Repairs	\$ 7,000.00	\$ -	\$ 7,000.00
502-45500-5800	Miscellaneous	\$ 110.00	\$ 12.99	\$ 97.01
502-45500-6001	Supplies	\$ 6,000.00	\$ 730.52	\$ 5,269.48
502-45500-6008	Fuel	\$ 900.00	\$ 522.37	\$ 377.63
502-45500-6011	Uniforms	\$ 1,500.00	\$ 825.35	\$ 674.65

Capital Improvements

502-45500-8175	Contractual Services Sewer Operations	\$ 20,000.00	\$ 4,012.00	\$ 15,988.00
502-45500-9300	Sewer Contingency	\$ 8,000.00	\$ -	\$ 8,000.00
502-93100-2026	ARPA Funding Infrastructure Imp	\$ 650,000.00	\$ -	\$ 650,000.00

Debt Service

502-45500-9210	Principal 2001 GO Bonds (RD)	\$ 66,492.00	\$ 25,905.88	\$ 40,586.12
502-45500-9230	Principal 2010 GO Bonds (WWTP)	\$ 94,068.00	\$ 38,489.96	\$ 55,578.04
502-45500-9250	Principal 2020 GO Bond (Reline)	\$ 8,880.00	\$ 3,474.33	\$ 5,405.67
Total Sewer Expenses		\$ 1,450,000.00	\$ 255,993.75	\$ 1,194,006.25

Hillcrest Fund Revenue (Fund 702)

Account Number	Description	Budget	Received	Balance
702-13030-0026	Burial Permits	\$ 2,500.00	\$ 2,450.00	\$ 50.00
702-13030-0031	Stone Permits	\$ 750.00	\$ 500.00	\$ 250.00
702-15010-0001	Interest Earned	\$ 18,000.00	\$ 11,224.69	\$ 6,775.31
702-18990-0001	Sales of Lots	\$ 10,000.00	\$ 11,466.66	\$ (1,466.66)
702-34105-0001	Transfer from Reserves	\$ 45,000.00	\$ -	\$ 45,000.00
702-41050-0100	Transfer from General Fund	\$ 32,200.00	\$ -	\$ 32,200.00
Total Hillcrest Revenue		\$ 108,450.00	\$ 25,641.35	\$ 82,808.65

Hillcrest Fund Expenses (Fund 702)

Account Number	Description	Budget	Spent	Balance
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Hillcrest Salaries and Benefits

702-71400-1130	Salaries - Hillcrest	\$ 49,000.00	\$ 15,425.24	\$ 33,574.76
702-71400-1150	Part Time or Contract Work	\$ 40,000.00	\$ 21,600.00	\$ 18,400.00
702-71400-2100	FICA	\$ 3,750.00	\$ 1,187.45	\$ 2,562.55
702-71400-2210	VRS	\$ 3,000.00	\$ 364.69	\$ 2,635.31
702-71400-2240	Group Life Insurance	\$ 650.00	\$ 191.69	\$ 458.31
702-71400-2300	Medical Insurance	\$ 8,000.00	\$ 1,989.06	\$ 6,010.94
702-71400-2310	Dental Insurance	\$ 450.00	\$ 142.15	\$ 307.85

Hillcrest Operations

702-71400-3310	Repairs and Maintenance	\$ 2,000.00	\$ -	\$ 2,000.00
702-71400-5800	Miscellaneous	\$ 200.00	\$ -	\$ 200.00
702-71400-6001	Supplies	\$ 250.00	\$ -	\$ 250.00
702-71400-6017	Lights and Flags	\$ 150.00	\$ 39.54	\$ 110.46

Hillcrest Capital Improvements

702-71400-8100	Storage Building Maintenance	\$ 1,000.00	\$ -	\$ 1,000.00
Total Hillcrest Expenses		\$ 108,450.00	\$ 40,939.82	\$ 67,510.18

**Town of Louisa
Monthly Meeting
November 19, 2024**

Present: Danny Carter, Interim Mayor; Jessi Lassiter, Vice-Mayor; John J. Purcell IV, Vicky Harte, Council members; Jeff Gore, Legal Counsel; Elizabeth T. Nelson, Town Manager; Jessica M. Ellis, Clerk/Treasurer, Kellye Throckmorton, Deputy Clerk/Treasurer; Paul Snyder, Project Manager & Zoning Administrator; Anthony Larry, Public Works Superintendent

Absent: Sylvia Rigsby, Council member

Also in Attendance: Roger Henry, town resident at 303 Cutler Avenue; Garland Nuckols, town resident at 110 Patrick Henry Drive; Danny Crawford, town resident at 107 Patrick Henry Drive; Jay Sanudo of Robinson, Farmer, Cox Associates

All copies, including: reports, handouts, and documents can be found following the minutes.

Interim Mayor Carter called the Louisa Town Council meeting to order at 6:00 p.m.

BUSINESS FROM THE FLOOR

Roger Henry, town resident at 303 Cutler Avenue, stood and addressed Council stating that it was his understanding that the current Town Manager would be leaving her position soon and took a moment to endorse the Chief of Police as an interim candidate for the position. He also commented that it was his understanding that the town attorney had begun consulting with outside sources in the search for an Interim Town Manager and questioned who gave him the authority to do so because that decision should have come before Council.

1 Garland Nuckols, town resident at 110 Patrick Henry Drive, stood and
2 addressed Council stating that he was informed via hearsay that the
3 town was planning to sell the backhoe and expressed that he felt it
4 was still in good condition and needed a little work, but was worth
5 keeping. He also questioned the possible purchase of a dump trailer
6 and commented on item no. 3 on the agenda stating that it was
7 unclear as to what it entailed.

8
9 Danny Crawford, town resident at 107 Patrick Henry Drive, stood and
10 addressed Council stating that it was his understanding that the Town
11 Manager's last day would be December 6th and wished her good luck
12 on her future endeavors. He then went on to recommend Craig
13 Buckley as the Interim Town Manager.

14 15 **CONSENT AGENDA**

16
17 Council member Harte requested adding a discussion pertaining to
18 the required funding for the water treatment plant to the agenda (item
19 no. 4 under New Business); and Mrs. Nelson requested a discussion
20 pertaining to the vacancy of the Town Manager's position as item no.
21 5 under New Business.

22
23 Council member Purcell made the motion to approve the amended
24 consent agenda. Council member Harte seconded the motion. The
25 vote went as follows: Purcell, for; Lassiter, for; Harte, for (3-0 in
26 favor).

27 28 **PRESENTATION**

29 30 **2024 Audit Report by Jay Sanudo – Robinson, Farmer, Cox** 31 **Associates**

32
33 Mr. Sanudo began his presentation by referencing a page that was
34 included in the supplemental packet that he prepared for Council to
35 use as he spoke to specific pages and numbers in the budget. Mr.
36 Sanudo highlighted key areas of interest and concluded his
37 presentation by stating that: there were no internal control findings;
38 they will most likely have to conduct a single audit next year due to
39 the amount of federal money spent (ARPA); and that over the past

1 seven years working with the town in his capacity with RFC, the
2 current Town Manger and Treasurer have done the best job.

3
4 **NEW BUSINESS**

5
6 **1) Discussion/Action: CHA Consulting, Inc. – Work Order No.**
7 **2024-3 Sewer System Evaluation Study (SSES) and Flow**
8 **Monitoring Services**
9

10 Mrs. Nelson commented that CHA Consulting, Inc. is prepared to
11 start the Sewer System Evaluation Study (SSES) and Flow
12 Monitoring Services work as outlined in the work order and noted that
13 it aligns with the RFP that was awarded to CHA as the town
14 continues to utilize the ARPA funds to improve water and sewer
15 infrastructure. Council member Harte questioned whether additional
16 funds were being requested for the task, to which Mrs. Nelson replied
17 that no additional money has been requested and that the task is
18 being covered by ARPA funds.

19
20 Council member Lassiter made the motion to approve Work Order
21 No. 2024-3 Sewer System Evaluation Study (SSES) and Flow
22 Monitoring Services. Council member Purcell seconded the motion.
23 The vote went as follows: 3-0 in favor.
24

25 **2) Discussion/Action: Authorized Signers on the Town Bank**
26 **Accounts**
27

28 Mrs. Nelson reported that Council needed to appoint and approve
29 authorized signers on town bank accounts to ensure that there are no
30 gaps in obtaining needed signatures as the current signers are
31 Garland Nuckols, Liz Nelson, and Jessi Lassiter. Mrs. Nelson
32 recommended appointing Mr. Carter, Mrs. Ellis, and a third signer.
33 Mrs. Nelson reported that in the past, the Treasurer has not been a
34 signer on the account because of separation of duties, but because
35 Mrs. Ellis doesn't print AP checks, she could sign those checks in
36 case of an emergency.
37

1 After some discussion, it was suggested to have a Council member
2 Rigsby be a designated as a signer as she is a member of the
3 Finance Committee.
4

5 Council member Purcell made the motion to appoint Mr. Carter, Mrs.
6 Ellis, and Ms. Rigsby as designated signers on the town bank
7 accounts. Council member Harte seconded the motion. The vote
8 went as follows: 3-0 in favor.
9

10 **3) Discussion/Action: Allocation of Funds for the Public Works** 11 **Department**

12
13 A lengthy discussion was held between staff and Council wherein the
14 Streets and Sidewalks committee reported having met to consider the
15 equipment, safety, and improvements needed in the Public Works
16 Department. Anthony Larry specifically addressed issues with meter
17 replacement, the need for a tractor attachment, dump truck safety
18 issues, the need for a dump trailer and a leaf vac. Anthony stated
19 that these items would save the town money and allow the staff to be
20 more efficient. Mrs. Nelson remarked that allocating funds would aid
21 in these efforts and reported that funds could be transferred from
22 reserves – specifically the line item that was initially budgeted for the
23 Transportation alternative Grant with VDOT that was recently
24 withdrawn. Mrs. Nelson reported that it was the town's portion of the
25 estimated budget for the project.
26

27 At the conclusion of the discussion, Council took the following action:
28

29 Council member Harte made the motion to approve allocating funds
30 for the Public Works Department. Council member Lassiter
31 seconded the motion. The vote went as follows: 3-0 in favor.
32

33 **4) Discussion/Action: Required Funding for the Water Treatment** 34 **Plant**

35
36 Council member Harte started a discussion about the \$2,000,000 in
37 funding needed from the town for work needed at the wastewater
38 treatment plant. Mrs. Harte stated that she was approached at the
39 Board of Supervisor's meeting about whether the town had the

1 money, and also expressed her concerns on how the town plans to
2 come up with the funding in such a short period of time.

3
4 A lengthy discussion then ensued between Council and staff which
5 resulted in the Water and Sewer Committee recommending a
6 meeting with Pam Baughman from the Water Authority for an update
7 on the matter.

8
9 **5) Discussion/Action: Town Manager's Position Vacancy**

10
11 Mrs. Nelson reported that she had given her resignation, and that
12 Council would be going into closed session to discuss the vacancy
13 more in depth. She then referred to public comments made earlier in
14 the meeting about Mr. Gore seeking a contractor without Council's
15 approval and stated that no one from the town has been looking for a
16 contractor. Mrs. Nelson stated that they have only been exploring
17 their options to find out what resources are available.

18
19 **STANDING COMMITTEE REPORTS**

20
21 **Personnel Committee & Police Matters Committee:**

22
23 The two committees met to discuss the Police Department staffing
24 review wherein the majority of the items discussed were done so in
25 closed session and would also be discussed with Council during
26 closed session later in the meeting.

27
28 **Water and Sewer Committee & Streets and Sidewalks**
29 **Committee:**

30
31 The two committees met to discuss: Work Order no. 3 with CHA; the
32 needs of the Public Works Department; construction for the water
33 infrastructure project projected for early next year; and a
34 beautification project for Route 208 for the removal/repurposing of the
35 old wastewater treatment plant.

36
37 **STAFF REPORTS**

38
39 **Police:**

1 Chief Buckley reported that there has been a delay in the security
2 upgrades to the police department building due it being a law
3 enforcement/public safety building that requires two DCGS-certified
4 folks on site while work is being done and they only had one at the
5 time. The contractors should be back within the next week or two to
6 continue working. There will also be cameras on the back of the
7 building that will provide some security to the public works area as
8 well.

9
10 The Chief also reported that he attended the IACP conference in
11 October in Boston where it was his mission to go and specifically
12 speak with folks who could provide the town with additional grant
13 funding. He went to two seminars put on by the U.S. Department of
14 Justice that were specifically related to small and rural agencies. He
15 had a fairly lengthy meeting scheduled with three program managers
16 from the Department of Justice and found out that there are multiple
17 micro-grants that the town is eligible for - up to \$40,000, and there is
18 a \$150,000 block grant that we're also eligible for.

19
20 **Project Manager:**

21
22 Mr. Snyder reported that there was an application for a special use
23 permit to build additional units in Duke Square Park, but it has been
24 postponed as they are revisiting what exactly they want to do there.
25 Mr. Snyder recently met with Kelsey Schlein who is representing the
26 Laurel Ridge development and she reported that they are considering
27 revisions to their plans. He stated that he made her aware of the
28 expansion of the airport/landing strip. He also reported that an
29 application for a special use permit for two duplexes on Barnstormer
30 Circle has been submitted. It is scheduled to go to the Planning
31 Commission at the end of this month.

32
33 Paul also took a few moments to inform everyone of his plans to
34 retire, and thanked staff and Council for their faith and support.

35
36 **Public Works:**

37
38 Mr. Larry reported:

- They have been focusing on meter issues and replacing meters that have not been functioning properly.
- They have cleaned up the area in front of the police department and were able to redistribute the flowers and shrubs in different areas of town.
- They have been doing a lot of training to improve basic skills, and to learn proper safety training.
- He's looking into remedies for the numerous broken flags in the downtown area.

Legal Counsel:

Mr. Gore reported that the special election order for Mayor was received and scheduled for next November.

Clerk/Treasurer:

No report.

Manager:

Mrs. Nelson reported:

- The Louisa County Water Authority was under a boil water notice today. It did not impact the town.
- The Parks and Rec Christmas Parade is Saturday, December the 7th.
- The tree lighting on the courthouse lawn is scheduled for the 6th.
- Last week a citizen had an immediate need in Hillcrest cemetery. His father was expected to pass soon, and he wanted to use a poly vault which is something that town regulations do not currently address. Mrs. Nelson reported that the industry standard is concrete, and because of the emergency need, we reached out to Mr. Crawford due to his expertise in the industry and he explained the differences. Staff made the decision to allow the poly vault, but we feel the matter is one that the cemetery committee and Council need to consider. She also reported that the committee should be aware that there was some back and

1 forth conversation with the citizen as to whether or not the town
2 even required vaults, however, the code implies that a vault is
3 required.

- 4 • Our summer intern will return over winter break and work on a new
5 project – digitizing town records such permits and cemetery
6 records.
- 7 • Notices hit the mail today for our lead service line inventory - a
8 requirement of the regulation. We have to notify any home that is
9 impacted and most of them were galvanized pipes that require
10 some potholing. CHA will be on site to do some of that with our
11 staff. We were well within compliance and there were very minimal
12 traces of lead or copper throughout our entire system.
- 13 • Our cell phone provider has been able to help us with our internet
14 problem by conducting speed tests and installing two new units
15 that have increased our speed considerably. They have put us on
16 an essential services plan and we will be going to 5G in August.
17 We paid roughly \$700 for the equipment and will cost \$40 per
18 month. This will serve as a crutch until we can get on with Firefly.

19 20 **COMMUNICATIONS**

21
22 Mrs. Nelson informed Mayor Carter and Mr. Gore that there was a
23 need to go into closed session to discuss personnel matters.

24
25 Mr. Gore provided the appropriate code, and Council made the
26 following motion:

27 28 **CLOSED SESSION**

29
30 Vice-Mayor Lassiter made the motion to go into closed session as
31 permitted by Virginia Code § 2.2-3711(A)(1), to discuss Personnel
32 Matters involving specific town employees in relation to the town
33 manager's vacancy. Council member Purcell seconded the motion.
34 The vote went as follows: 3-0 in favor.

35 36 **OPEN SESSION & CERTIFICATION OF CLOSED SESSION**

37

1 Vice-Mayor Lassiter made the motion to return to open session
2 certifying that, in the closed session just concluded, nothing was
3 discussed except the matter or matters (1) specifically identified in the
4 motion to convene in closed session and (2) lawfully permitted to be
5 discussed under the provisions of the Virginia Freedom of Information
6 act cited in that motion. Council member Purcell seconded the
7 motion. The vote went as follows: Purcell, for; Lassiter, for; Harte, for
8 (3-0 in favor).
9

10 **ACTION**

11
12 At the conclusion of closed session, Council took the following action:
13

14 Council member Lassiter made the motion to approve a contract with
15 BCS Consulting Firm for Mr. Buckley to provide consulting services to
16 the Town of Louisa Police Department for a term of up to six months
17 at \$50 per hour to begin on December 1, 2024 subject to his
18 resignation as Police Chief; and, to approve the appointment of Craig
19 Buckley as Interim Town Manager on a part-time basis effective
20 December 8, 2024 with a rate increase to \$60 per hour until such
21 time as Council appoints the next full-time Town Manager or until the
22 interim services are no longer required as determined by Council;
23 and, subject to the town attorney finalizing the terms of the consulting
24 contract consistent with the terms discussed by Council for the
25 Mayor's signature. Council member Purcell seconded the motion.
26 The vote went as follows: 3-0 in favor.
27

28 Council member Lassiter made the motion to appoint Martin
29 Nachtman as Chief of Police in a part-time capacity at \$53 per hour;
30 and, to direct the town attorney to prepare a contract according to
31 terms discussed by Council and to be executed by the Mayor.
32 Council member Purcell seconded the motion. The vote went as
33 follows: 3-0 in favor.
34

35 Council and staff then discussed having the Personnel Committee set
36 up a meeting in December to begin the search for a full-time Town
37 Manager.
38
39

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9

ADJOURNMENT

Council member Lassiter made the motion to adjourn the meeting at 9:36 p.m. Council member Purcell seconded the motion.

Mayor

Clerk

This Deed, made and entered into this 13th day of December, 2024, by and

between THE TOWN OF LOUISA, a municipal corporation, located in the County of Louisa, Virginia, party of the first part, and Grantor ;

Joyce Parker Jenkins & Robert Wayne Jenkins

party of the second part, and Grantee(s); WITNESSETH:

That for and in consideration of the sum of \$ 1,500.00 cash in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, and by virtue of a resolution of the Town Council of the Town of Louisa, Virginia, duly passed by said council at a meeting of the said council duly held on the 17th day of December, 2024, authorizing this conveyance, the said party of the first part has bargained and sold and by these presents doth grant and convey, with Special Warranty of Title, unto the said party of the second part, subject to the conditions and restrictions hereinafter set forth, all that certain lot in "Hillcrest Cemetery" designated as Lot No. 831, space 2 on a certain map and plan of said cemetery made by W.R. Shank, dated October, 1973, and recorded in the Clerk's Office of Louisa County in Plat Book 8, page 51; and being part of the same property conveyed to the party of the first part by deed from Lawrence F. and Nellie Fleshman, recorded in said office in Deed Book 116, page 417; and reference is hereby made to said plat recorded as aforesaid for a more accurate description of said lot.

It is covenanted and agreed upon by and between the said parties that the said lot is conveyed to be used solely by the said party of the second part and his or her successors in title as a burial ground; and that the said lot is conveyed subject to the following conditions and restrictions, which shall forever run with the lot:

- 1: That the said party of the second part and his or her successors in title to said lot, are to hold the title to same subject to all the rules, regulations and restrictions heretofore or which may be hereinafter made by the Town Council of said town governing the section in which the said lot is located;
- 2: That a permit for the interment of any body or bodies in said lot, whether by an undertaker or a private party, must be secured from the Clerk of said town before such interment may be made;
- 3: A permit for the erection of any monument, stone or marker, or the planting of any tree, shrub or plant in said lot, must be secured from the Clerk of said town before erecting or planting same; and the number and size of any monuments, stones and markers, and the number of trees, shrubs or plants to be placed in said lot, shall be subject to the rules and regulations made by the committee in charge of said cemetery;
- 4: That neither the said party of the second part, nor his or her successors in title shall erect, raise or construct, or cause to be erected, raised or constructed any fence or curbing in or around said lot; nor mound, terrace or change the said lot from its present condition, or cause the same to be mounded, terraced or raised from its present condition, or to make such change in any grave located or to be hereafter located in said lot.
- 5: That any conveyance of said lot or any part thereof shall be made by deed indenture in which all of the above restrictions and conditions shall be set out, and which said deed shall be signed by the grantee therein.
- 6: In consideration of the purchase price paid for said lot, the said party of the first part covenants and agrees to and with the said party of the second part that it will perpetually maintain and properly care for said lot.
- 7: No transfer of burial rights whether by will or by intestacy shall be effective until noted on the cemetery records at the Town Office of the Town of Louisa.
- 8: There is hereby reserved unto the Town a right of first refusal to repurchase the lot herein conveyed, if the Grantee(s) determine to sell the same, at the same purchase price as said Grantee(s) paid the Town, or the Town's then current selling price for lots, whichever shall be greater. No deed of conveyance, or other instrument of conveyance, of any such lot by any owner shall be deemed effective to transfer ownership of said lot, unless and until the Town shall execute said deed waiving its right of first refusal herein reserved.



Notice of Public Hearing

THE LOUISA TOWN COUNCIL WILL HOLD A PUBLIC HEARING AT 6:00 PM ON TUESDAY, DECEMBER 17, 2024, AT 212 FREDERICKSBURG AVENUE, LOUISA, VIRGINIA TO CONSIDER THE FOLLOWING ITEM:

SUP-2024-03: A Special Use Permit application, submitted by R. T. Williams, III agent for the owners, RTW Construction Corp, Patrick & Judith Hanley and Curtis Moore, for the property located on Barnstormer Circle, specifically Lots 28 and 28A, identified as Louisa Tax Map parcels 41C-1-28 and 41C-1-28A, located in a Residential General District. The total acreage of the parcels consists of 0.756 acres. The application is to subdivide the two parcels to a total of 4 parcels and construct two (2) duplexes, for a total of four (4) dwelling units.

Comments will be heard in person during the public hearing. Comments can also be submitted prior to the meeting by calling our office at (540) 967-1400, email at info@louisatown.org or mail to P.O. Box 531, Louisa, Virginia 23093. Complete copies of the Special Use Permit application are available at Louisa Town Hall. Requests for mailed or e-mailed copies will be honored. The Town of Louisa will place any written or oral comments received in the record of this permit. Please contact the Town of Louisa for any questions. If special accommodation is needed to participate, please contact our office the day prior to the Public Hearing.

The Town of Louisa, Virginia

Incorporated 1873

212 Fredericksburg Avenue
P.O. Box 531
Louisa, Virginia 23093



Phone: (540) 967-1400
Fax: (540) 967-9580
www.louisatown.org

Town Council
A. Daniel Carter, Interim Mayor
Jessica J. Lassiter, Vice Mayor
John J. Purcell, IV, Councilman
Sylvia L. Rigsby, Councilwoman
Vicky A. Harte, Councilwoman

Planning Commission
A. Carter Cooke, Chairman
Maxine Butcher, Vice Chair
Veronica Saxton, Commission Member
E. Cochran Garnett, Commission Member
John J. Purcell, IV, Commission Member

November 26, 2024

Regarding: A Special Use Permit Application SUP-2024-03 and Required Notice for Public Hearing

To Whom it May Concern,

The Louisa Town Council will hold a Public Hearing at 6:00 PM on Tuesday, December 17, 2024, at 212 Fredericksburg Avenue, Louisa, Virginia to consider the following item:

SUP-2024-03: A Special Use Permit application, submitted by R. T. Williams, III agent for the owners, RTW Construction Corp, Patrick & Judith Hanley and Curtis Moore, for the property located on Barnstormer Circle, specifically Lots 28 and 28A, identified as Louisa Tax Map parcels 41C-1-28 and 41C-1-28A, located in a Residential General District. The total acreage of the parcels consists of 0.756 acres. The application is to subdivide the two parcels to a total of 4 parcels and construct two (2) duplexes, for a total of four (4) dwelling units.

Your property is adjacent/across the street to the property being considered for this Special Use Permit within the Town of Louisa. This notification is in accordance with Section 15.2-2204 of the Code of Virginia. Your participation in the Public Hearing is not required.

Comments will be heard in person during the public hearing. Comments can also be submitted prior to the meeting by calling our office at (540) 967-1400, email at info@louisatown.org or mail to P.O. Box 531, Louisa, Virginia 23093. Complete copies of the Special Use Permit application are available at Louisa Town Hall. Requests for mailed or e-mailed copies will be honored. The Town of Louisa will place any written or oral comments received in the record of this permit. Please contact the Town of Louisa for any questions. If special accommodation is needed to participate, please contact our office the day prior to the Public Hearing.

Respectfully,

Town of Louisa



Planning Commission Meeting Minutes
Town of Louisa Planning Commission's Regularly Scheduled Meeting
Monday, November 25, 2024 at 5:00pm

Commission Members in Attendance:

Chairman A. Carter Cooke; Maxine Ryan; Veronica Saxton; and John J. Purcell, IV

Commission Members Absent:

Cochran Garnett

Additional Attendees:

Liz Nelson, Town Manager; Paul Snyder, Project Manager/Zoning Administrator; R. T. "Torrey" Williams, Agent of SUP 2024-03; Larry Kavanagh, 225 Fairway Drive; Judy Kavanagh, 225 Fairway Drive; Rick Meyer, 114 Woodger Circle; Debbie Woodward, 115 Club Road; Vicky Harte, 311 Club Road; Via Artz, 109 Club Road

All copies, including reports, handouts, and documents can be found following the minutes.

5:00 pm Convene Meeting

Approval of Previous Meeting Minutes – July 29, 2024

After review of the July 29, 2024 Planning Commission Meeting Minutes, a motion to approve was made by Mrs. Saxton and was seconded by Mr. Purcell. The motion carried by unanimous vote (4-0).

Public Hearing

SUP-2024-03: A Special Use Permit application, submitted by R. T. Williams, III agent for the owners, RTW Construction Corp, Patrick & Judith Hanley and Curtis Moore, for the property located on Barnstormer Circle, specifically Lots 28 and 28A, identified as Louisa Tax Map parcels 41C-1-28 and 41C-1-28A, located in the Residential General District. The total acreage of the parcels consists of 0.756 acres. The application is to subdivide the two parcels to a total of 4 parcels and construct two (2) duplexes, for a total of four (4) dwelling units.

A Public Hearing for SUP 2024-03 as outlined above was opened at 5:01 pm by the Chairman Cooke

Paul Snyder, Project Manager and Zoning Administrator, made corrections to an error in the public notice advertised in the newspaper and mailed to adjacent property owners. While all required information was included in the notice; time, date, tax map parcel numbers, and an outline of the request, the current zoning classification was noted as General Commercial. The correct classification is Residential General. Mr. Snyder stated that town legal counsel, Jeff Gore, had been advised of the error and stated that it did not impact the legality of the public hearing nor the advertising requirements.

Presentation - R. T. "Torrey" Williams,

Owners Agent Tax Map parcels 41C-1-28 and 41C-1-28A

Mr. Williams presented an overview of the application to the Commission as outlined in the provided application and narrative. He stated that the project was not put together and immediately submitted. He held multiple meetings with the Tanyard Property Owners Association and the architectural review community members to receive feedback from the community. He listened to this feedback, noting reasonable concerns, and has presented the Commission with what he believes has addressed their concerns. Citing the substantial changes made from the original plan; including a one-story design, two vehicle parking per unit, buffering requirements for the neighbors, and a similar appearance to the duplexes that are currently located across the street.

Mr. Williams addressed the well on the property that was once owned by the Town as a water source. He referenced a deed of exchange from April 17, 1984, where the property and all rights, without restrictions were conveyed to Lawrence and Judith Kavanagh. He then referenced deeds of sale that brought the property to the current owners who hold a "fee simple" title to the property.

Mr. Williams then discussed his intention to hold the properties as rental units, and how this was another concern with the citizens in Tanyard Subdivision. He discussed that the actual use of the property is the matter the Commission is considering and not the manner in which the property is used. He cited case law from the Supreme Court of Virginia in 2007, *Scott v. Walker*, and provided the Commission with copies to review. He stated that the Supreme Court agreed that rental properties are still classified as residential use. He went on to explain that the units across the street that were originally sold were now held as rental properties.

Mr. Williams addressed the restrictive covenants for Tanyard and again provided copies for the Commission. He spoke about the items that the covenants did not cover. They don't say you cannot rent a property, and they don't ban any type of property types, including duplexes.

Mr. Williams encouraged the Commission to review the application as set forth by Virginia law and Section 165 of the Town code. He stated that a duplex is an acceptable use in the code, after going through the special use permit process. He specifically cited Town code section 165-68 "Special Use Permits" and addressed the conditions, how the application conforms, and efforts that have been made to ensure compliance and encouraged the Commission to add conditions as they see fit.

Mrs. Saxton wanted clarification on the case law and Mr. Williams pointed the Commission to the document he had presented and discussed the residential use of rental properties as determined by multiple cases by the Supreme Court.

Public Comment

Larry Kavanagh, 225 Fairway Drive commended the Town Manager for locating the deed of exchange that provided insight on the well located on the subject property. He discussed the written comments he had submitted and stated that he had no objection to the ownership of the well after reviewing the provided deed of exchange. He again referenced the well, and questioned whether or not it was a private or public well as it was used to supply Town citizens at one point. The use spanned many years and produced many gallons of water. This use was concerning, since it is unfiltered water, and the possibility of ground erosion could cause a sink hole on the property and construction could cause stress on the area. He referenced that the Town did not have a code to address this issue, but it was a matter of State law that the well site be addressed. Mr. Kavanagh then wanted to address the ethics of the project. He stated that as a homeowner, making a

large investment, the Town has stated that this area is residential, and the expectation is for it to maintain that character. A special use permit would only apply if there was a special need for things be done a different way. He stated that allowing zoning for an "apartment complex," explaining that a duplex and an apartment are not the same thing, there must be a special need, and this is not the case in the proposed project area. He referenced all of the approved developments in the Town over the past few years and stated that the permits for hundreds of apartments didn't warrant the need for two more. He stressed the need to consider the current property owners in Tanyard and that the lots would be better served with single family or spec homes. He said that the apartments were out of character for Tanyard, and the existing duplexes were built to be purchased as single family homes. Mr. Kavanagh urged the Commission to consider that there is no special need, therefore they should not issue a special use permit.

Judy Kavanagh, 225 Fairway Drive acknowledged Mr. Williams for his efforts to speak with the citizens in Tanyard. She stated that no home has ever been built in Tanyard with in intentions of being rented. It was always the understanding that the community was to remain residential in nature.

Rick Meyer, 114 Woodger Circle spoke to the fees that are charged to Tanyard homeowners. He stated that when the HOA was initiated the fees were twenty-five dollars and they recently increased these fees to fifty dollars. That being said, the homeowner's association does not have the money to fund revisions of the outdated covenants. It has always been the homeowner's responsibility to adhere to the guidelines. The Town has also recognized Tanyard as a residential development and encouraged the Commission to keep it that way. He commented on Mr. William's projects in the Town and the County and stated that they should be considered a commercial enterprise. He stated that the remaining twelve lots in Tanyard have one owner and that has always been the intent of the neighborhood. He commented on the rental units that Mr. Williams currently has in Town and spoke of the appeal not being what is expected in the Tanyard subdivision. He concluded by saying the HOA didn't have the means to fight this legally and hoped that the Commission would consider a "whole bunch of neighbors" and weigh the comments not to change the character of Tanyard. They community didn't know if Mr. Williams would be a good landlord, they didn't know who he would rent to, these were all concerns that the Commission should consider.

Debbie Woodward, 115 Club Road provided the Commission with pictures of the existing properties that Mr. Williams has in the Town and explained how the character was concerning to the residents of Tanyard. She stated that if the intention was to have multi-family units in the subdivisions it would have been zoned accordingly at the time of development and this application was making an exception to the zoning. She questioned why this exception should be made in a subdivision that has existed for over forty years. She thinks this will set a precedent for the undeveloped lots in the subdivision that is not the intention of the homeowners. She addressed the existing condominiums and the intention that each of them be sold and not rented. Mrs. Woodward asked that the application, at the very least, be tabled until the applicant addressed the existing well, formally owned by the Town. Stating no plans have been made to mitigate the well and it should go through all proper departments to ensure all provisions in the code are addressed as outlined in the deed of exchange dated April 17, 1984. She also commented on the roads that would be used to access the property, Club Road to Barnstormer Circle. The roads allow one way for ingress and egress, and it poses concerns for the residents. The use of essential services on Barnstormer was also a concern; such as school bus transportation, trash collection, emergency service vehicles, and postal service.

Vicky Harte, 311 Club Road stated that she was speaking as a resident of Tanyard and expressed concerns over some misconceptions. The existing townhomes were built to be purchased and actually lived in by the owners and not outside renters. One unit, in the existing townhomes is currently occupied by the property owner's family and that owner also resides in a single-family dwelling in Tanyard. She agreed with the fact that once this is allowed others will follow, and a precedent is set. She purchased her lot knowing the intent of the subdivision was for single family dwellings as Tanyard offered some of the only residential lots in the Town of Louisa at that time. The current townhomes were originally intended for the elderly who wanted smaller dwelling options within the subdivision. She asked that the Commission consider the larger tax base in Tanyard subdivision, and the impact rental units would have on property values.

Via Artz, 109 Club Road stated that her property adjoined the proposed project, and it creates a "gateway" for foot traffic to come onto her property. She requested a fence be installed to discourage the crossing of private property lines. She also stated that her property has a lot of water run off that goes to the applicant's property and can create issues near the well in large rain events.

Paul Snyder read comments that were received prior to the meeting from Joyce Briscoe, 130 Woodger Circle; Brian Ellis, 105 Club Road; Warren Gehle, 103 Barnstormer Circle; John and Virginia Carroll, 207 Fairway Drive. All written comments are attached to the application.

Mr. Williams was allowed a rebuttal period, addressing all of the public comment concerns and the Public Hearing was closed at 6:04 pm.

Commission's Comments and Recommendation

After the public hearings, the following discussion and actions were taken;

1. SUP-2024-03

A lengthy discussion was held about the application and the public hearing comments by the Commission. Mr. Purcell asked about the enforcement of the two-vehicle parking and was informed that will be the landowners' responsibility to comply as a condition outlined in the application. Mr. Purcell also read from the architectural review committee's requirements and stated the guidelines are for the homeowners to enforce and the design/covenants were a discussion/approval independent of the Town zoning application. Paul Snyder reiterated the fact that the Commission is reviewing the application as it pertains to Town code and State law and further defined the role of zoning approval as it differs from homeowner's association approval. He also stated that this public hearing and application review was for the recommendation to the Town Council, who will have the authority to approve or deny the application. The Commission entertained questions from the public as to the zoning action and permit conditions. After discussion, a motion to recommend approval to the Town Council of SUP-2024-03: A Special Use Permit application, submitted by R. T. Williams, III agent for the owners, RTW Construction Corp, Patrick & Judith Hanley and Curtis Moore, with conditions set forth by the applicant, to **exclude condition #4** (The units constructed in the subject lot will be designed and constructed in a similar style and color as the duplex units located across the street at 201, 203, 205, 207 Barnstormer Circle to promote visual cohesion and appealing the status of the neighborhood), was made by

Mr. Purcell and was seconded by Mrs. Butcher. The motion carried by the following vote: Saxton – for, Cooke – for, Butcher – for, Purcell – for (4-0).

There were no additional discussion items by the Commission.

A motion to adjourn was made by Mrs. Saxton and seconded by Mr. Purcell. The meeting adjourned at 6:58 pm.

Joyce Briscoe
130 Woodger Circle
Louisa, VA 23093

Received 11/22/24

November 17, 2024

To the Planning Commission of the Town of Louisa:

Dear Members of the Planning Commission,

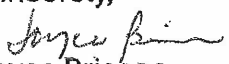
My name is Joyce Briscoe, and I am a proud homeowner at 130 Woodger Circle in the Tanyard subdivision of Louisa, Virginia, where I have lived for the past three years. I am writing to express my strong opposition to the special use permits requested for Lots 28 and 28A on Barnstormer Circle, which would allow the construction of two apartments within our neighborhood.

When I moved from beautiful Charleston, South Carolina, to Louisa, it was to be closer to my children and grandchildren. The charm, cohesion, and high standards of the Tanyard community played a significant role in my decision to settle here. It is a neighborhood defined by a strong sense of community, excellence, and pride among its residents—qualities I deeply value and wish to see preserved.

The introduction of multifamily dwellings such as apartments into our neighborhood poses risks to the character and balance that attracted so many of us here. I am concerned about the potential impact on property values, neighborhood harmony, and the infrastructure that supports our community. These changes could significantly alter the unique environment that has made Tanyard such a special place to call home.

While I am unable to join my neighbors in person during discussions regarding this matter, I stand in full support of their collective efforts to preserve the integrity and vision of our community. I urge you, as elected and appointed officials, to listen to the voices of current homeowners and taxpayers who are invested in maintaining the quality of life that defines our neighborhood.

Thank you for your time, consideration, and service to the Town of Louisa.

Sincerely,

Joyce Briscoe

Kellye Throckmorton

From: Brian Ellis <gilbug01@yahoo.com>
Sent: Sunday, November 24, 2024 12:51 PM
To: Info
Subject: Special Use Permit Application SUP-2024-03

Mr. Williams has stated he would build Villas there just the same as the ones that are there now across from these lots. He can do with them what he wants with the lots and the residents should no resist. A decision was made long ago to let the multi-family Villas to be built there in the circle. As far as I understand it, the lots on the end of the circle are already approved for multi-family dwellings. My property (105 Club Rd.) in that area, stands to be impacted the most from this request. I assure you I am not loosing any sleep over what could or may happen. I fully support his effort and hope that his request is approved. I am sending this because I will be unable to attend the meeting. As far as what keeps coming up around the intent of the covenant, the community moved that aside long ago to allow someone the go-ahead to build the Villas that are there now. At one point the community must have decided that it was okay to allow that happen. I am not sure how it actually happened, but it did. As Mr. Williams reminded all of us at the meeting, the other lots on the end of Barnstormer have permits already in place and could be built upon at anytime. They are approved for multi-family use.

Regards,
Brian S Ellis

Revised / Received 11/25/24

Development of Tanyard

My name is Warren Gehle. My wife and I have lived at 103 Barnstormer Cir in Tanyard Subdivision since 2001. My lot is #22. Lot 22 is adjacent to Lot 23, one of the Residential General lots on Barnstormer Cir owned by Mr. Butch Duke at that time.

When we moved into our home, Mr. Duke explained the vision he had for developing his properties. He wanted to preserve the value of the homes built on halve-acre and acre lots that were adjacent to the Residential General lots on Barnstormer Cir. He proposed do this by building Carriage Homes adjacent to the larger lots, followed by duplexes as he built closer to the cul-de-sac

A Carriage Home is a single family home built on a very small lot. He would build several of these homes followed by duplexes. In this way there would be a "step-down" from homes on large lots to homes on small lots, to multi-family homes. I really liked his idea, and was happy to hear that he had obtained an SUP to do such.

Unfortunately Mr. Duke changed his mind in 2002 and requested an SUP to eliminate the Carriage Homes.

Mr. Jerome Gilbeau, the owner of the home at 100 Barnstormer Cir (lot 29)* and I attended the Planning Commission Meeting and opposed the new SUP. The Planning Commission agreed with us and recommended that the Town Council reject the new SUP. Furthermore the Planning Commission recommended that each home was to be built with an attached garage. The Town Council accepted the recommendations of the Planning Commission.

In doing so, a precedent was set for the development of Residential General lots on Barnstormer Cir.

To that end a Carriage Home was built by Mr. Duke adjacent to my property and has an attached 2-car garage, and his duplexes on the circle have attached single-car garages for each home.

Mr. Duke's homes are well designed and constructed. They are an asset to Tanyard. And for that I thank Mr. Duke.

I'm here/writing to ask this (Planning Commission/Town Council) to continue the precedents set by the Town Council in 2002:

- 1) the precedent of Carriage Homes built adjacent to the properties of half an acre or more; and
- 2) the precedent of a garage attached to each home

in the Residential General areas.

This will preserve home values and the character of Tanyard.



*The current owner is Carolyn Oliver.

* Comments received prior to 11/22/24 *

Development of Tanyard

My name is Warren Gehle. My wife and I have lived at 103 Barnstormer Circle since 2001. We live on a one acre lot adjacent to Lot 23, one of the Residential General lots on Barnstormer Circle. Lot 23 was owned by Mr. Butch Duke at that time.

When we moved into our home, Mr. Duke explained the vision he had for developing his properties. He wanted to preserve the value of the homes built on the half-acre or larger lots adjacent to the Residential General lots on Barnstormer Circle. He proposed to do this by building "carriage" homes (a single family home built on a small lot) adjacent to the larger lots. These homes would be followed by duplexes around the cul-de-sac.

In this way there would be a "step-down" of lot size from homes on large lots to homes on small lots, to multi-family homes. I really liked his idea, and was happy to hear that he had an SUP or was about to obtain an SUP to do so.

Unfortunately Mr. Duke changed his mind in late 2002 and requested an SUP to eliminate the carriage homes.

Mr. Jerome Gilbeau, the owner of the home at 100 Barnstormer Circle*, and I attended the Planning Commission Meeting and opposed the new SUP. The Planning Commission agreed with us and recommended that the Town Council reject the new SUP. Furthermore the Planning Commission recommended that each home be built with an attached garage.

The Town Council accepted the recommendations of the Planning Commission. In doing so, a precedent was set for the development of Residential General lots on Barnstormer Circle.

Mr. Duke took his plans to the Tanyard ARB. (Per Pam Stone, an ARB member at that time.)

After approval by the ARB, two single story duplex buildings, each with two attached garages were built on the circle by Mr. Duke. Later he built a single story carriage home with an attached 2-car garage adjacent to my property.

Mr. Duke's homes are well designed and constructed. They are an asset to Tanyard. And for that I thank Mr. Duke.

I'm asking this Planning Commission and Town Council to continue the precedents set by the Town Council and the builder in 2002:

- more;
- 1) the precedent of building carriage homes adjacent to the properties of half an acre or more;
- 2) the precedent of single story buildings with an attached garage for each home; and
- 3) the precedent of approval of the plans by the Tanyard ARB.

This will preserve home values and the character of the Tanyard Subdivision.

Warren D. Gehle

11/12/24

Date

Revised
11/25/24

*The current owner is Carolyn Oliver.

Town of Louisa
Planning Commission
P.O. Box 531
Louisa, Virginia 23093

November 14, 2024

Dear Planning Commission Members:

We are long term residents of the Town of Louisa and the Tanyard Community. We think Louisa is a great place to live and enjoy all of the aspects of our small town in Central Virginia.

We understand the owners of Parcels 41C-1-28 and 41C-1-28A have applied for a Special Use Permit for their lots on Barnstormer Circle. We also understand the units constructed will be rental units which are totally out of character for our residential community. Recent developments have been approved by your Commission and Council with mixed residential and rental housing, but to our knowledge this is the first attempt to mix residential and rental properties in an established community.

There is nothing wrong with rental housing and Town leadership has recently approved several projects to bolster housing opportunities for rental cliental. It was even stated that Louisa needs more affordable housing for younger residents. I think we can all agree that Louisa has taken several steps to address this need.

There are other issues that also need to be addressed, such as senior housing, retirement communities, opportunities for current homeowners to scale back their housing. We find ourselves in that category. The duplexes being proposed on Barnstormer would be well suited for resident owned housing. The units that are already in place on Barnstormer have served that need for several years. Currently, with the death of a few of owners, family members have chosen to rent some of these homes while in transition until finite plans can be made. What is currently being proposed by the applicants for this Special Use Permit appears not to be in keeping with the resident owner character of Tanyard.

We ask that you not approve this Special Use Permit because it will have an adverse impact on the Tanyard Residential Community.

Respectfully,

John and Virginia "Burchie" Chisholm Carroll
207 Fairway Drive
Louisa, Virginia 23093

225 Fairway Drive
Louisa, VA 23093
October 21, 2024

Louisa Town Acting Mayor, Jessica J. Lassiter
Louisa Town Council, Daniel Carter, Vicky Harte, Sylvia Rigsby, and John Purcell IV
Louisa Town Manager, Liz Nelson

Dear Acting Mayor Lassiter, Members of the Town Council, Town Manager, and any other persons involved with approving building permits in the Town of Louisa:

I learned moments ago that Torrey Williams is applying for a special use permit to build two duplex apartments on Lots 28 and 28A of the Tanyard subdivision. Although this is now shown as two separate lots, this property was originally designated a single lot (Lot 28) when I laid out the original Tanyard Subdivision, and it was a single lot when I sold the golf course and other properties to the Tanyard Country Club.

After the series of informal meetings that Mr. Williams had last year with Tanyard residents, members of the Tanyard Architectural Review Committee, and others, I had thought that the prospect of two duplex apartment buildings on those lots was a "dead issue," and had not thought much more about it until being surprised today by Mr. Williams's application. In view of that, I must tell you something more about lots 28 and 28A.

Lot 28 was always known as the "Well Lot." On this lot there was (and still is) a deep well that was dug sometime perhaps in the 1950's or 60's as a water well to serve the needs of the Town of Louisa. I think it was the Town that had this well drilled, on property which had been donated by Andy Richardson. The well served the water needs of the Town of Louisa for many years. When the Town developed other sources for their water needs, they returned the Well Lot to Richardson, and my wife and I later acquired it when we bought the property that I developed as the country club, golf course, and Tanyard development.

When I built the golf course, I used this well as the ONLY source of water for all the greens and tees of all 18 holes on the course. For our irrigation needs, I was pulling approximately 25,000 gallons per day, almost every day, for about a ten year period. I was told that 25,000 gallons per day was about the same as the Town had drawn from it in the decades they were operating it as a source of water for the Town. By way of reference, that is at least ten to twenty times as much water as is pulled from a normal home well for a large family.

Naturally, with every gallon of water that is pulled from a well, a little bit of silt accompanies it. Over the course of thirty years or more of heavy commercial pulling, that amounts to an enormous amount of mud removed from a hole underneath the ground. So much so that a person might rightfully be concerned about a sink hole developing below any building erected just above that well.

I did not sell Lot 28 for home development. When I sold the property to Tanyard CC, it was designated as the Well Lot. Although Tanyard CC later did extensive improvements on the irrigation system and no longer required this well for irrigation, the well is still there.

I think that anyone considering building duplex apartments on lots 28 and 28A should be very wary about getting insurance against the real possibility of a sink hole, and anyone asked to give a building permit there should be considerate of the safety risk. Putting buildings on top of heavily-used wells is not normally a recommended practice!

Sincerely,

Larry Kavanagh,

Developer of the Tanyard Golf Course and Tanyard Subdivision
telephone 967-1797
email louisakid@hotmail.com

From: Larry Kavanagh <louisakid@hotmail.com>
Sent: Sunday, November 10, 2024 5:11 PM
To: Liz Nelson <lnelson@louisatown.org>
Subject: Special Use Permit for lots 28 and 28A, Tanyard

To: Liz Nelson, Town Manager, Town of Louisa (lnelson@louisatown.org)
Re: Special Use Permit Request by Torrey Williams et al, Public Hearing November 25

Hello Liz,

When I sent you a letter two weeks ago recalling my memories about the Well Lot at Tanyard (i.e., Lot 28 as laid out by me, but now subdivided into the two lots designated 28 and 28A, on which Torrey Williams is proposing to build two duplex apartment buildings), I was working with a memory of events more than forty years old, and perhaps it is time now to dig a little bit deeper into actual court records. I have done some reviewing in the last few days of old records at the Court House and into the title search that was conducted by Jeff Garnett when I purchased the Glen Marye Farm from Andrew Richardson in 1980 which later became Tanyard. Some surprising things revealed themselves, some of which I should have been aware of but was not. I will try to summarize these in this email, and give you some references, and I trust you will believe that this would be worth sharing with the Planning Commission, the Town Council, and perhaps the Town Attorney. (But please remember, I am not an attorney, just a person who happened to be the developer of Tanyard Subdivision and the Louisa Country Club Golf Course.)

To get to the chase, here are some noteworthy things:

- In the middle of lots 28 and 28A, there is a circle of land 100 feet in diameter, "surrounding the well", and I believe that this land is actually owned, even now, by the Town of Louisa.
- The well in question was not drilled by the Town of Louisa, but was drilled by the Louisa Chamber of Commerce. It is not clear, then, who actually owns the well.
- Beyond this 100 foot diameter circle of land, all the land in a 50 feet wide ring surrounding the circle carries a restriction running with the land so that no structures or sewage disposal facilities of any kind may be placed, and this restriction extends to the landowners and their "successors, heirs, devisees, or personal representatives."
- If the well itself is to be declared "abandoned," then it may fall under some specific requirements spelled out in Virginia Admin. Code 12-5-590-475 ("Removal of Wells from Service")

All of the above, of course, suggests that Torrey's request for a special use permit may be an impossible request or at least ought to be delayed until it can be determined whether he actually has the right to build any buildings on the land he proposes.

Here are the references, which I hope you pass along:

- Deed Book 82, Pages 217-221 (pdf copy attached): Louisa Town Council purchases a circle of land 100 ft in diameter

"surrounding" the well drilled by the Louisa Chamber of Commerce. Examined and recorded July 13, 1951. Price of the land \$1,500 paid to A.J. Richardson, Jr. et ux. The deed also describes the area 50 feet beyond the circle as being excluded from any construction. The restricted land appears to encompass virtually all of lots 28 and 28A.

- Plat Book 7, page 247 (pdf attached): First plat on record of Tanyard, Section 1. Recorded 1983 (approx.) Shows 100 foot restricted circle and 50 foot beyond on Lot 28.
- Plat Book 7, Page 350 (pdf attached): Revised plat of Tanyard, Section 1. Recorded 1985 (approx.) Shows relocation of boundary between lots 28 and 29.
- A segment of an engineering drawing from Bernard C. Proctor, Professional Engineer, showing layout of sewer lines in the vicinity of Lot 28, dated 1991. Added because of its clarity to the location of the Well Lot property owned by the Town of Louisa, and showing the restricted area.
- Survey of lots 28 and 28A, dated 30 October 2006, performed by Joseph DiMeglio, and recorded DB 1037 p. 510 showing the subdivision of Lot 28 into 28 and 28A. This survey fails to show the location of the 100 foot circle around the well lot, but shows the location of the well house. (Perhaps the title research was incomplete!)
- Pdf copy of Virginia Admin. Code #5-590-475 ("Removal of Wells from Service")

For your information, I have found nothing in the records which deletes or retracts the deed of 1951 wherein the Town of Louisa purchased the 100 foot diameter circle of land from Andrew Richardson, nor of the restrictions placed on the 50 foot boundary outside this circle. The deed which I received from Andrew Richardson in 1980 specifically excludes this 100 foot circle from the land which I acquired when I purchased Glen Marye Farm. I have done as much due diligence as I am capable of performing. Perhaps the Town Attorney can do better. However, I am at this moment of the belief that the ownership of part of the land in question resides with the Town of Louisa, and that the remainder of the land is restricted, and that Torrey Williams does not have the legal right to build the apartment buildings which he is proposing.

If by any chance the Town Council is inclined to sell or give away their ownership of the 100 foot diameter parcel of land surrounding the well, then I would suggest that this is a valuable piece of property, especially in a year when Louisa County has suffered a drought. I would also wonder if the Louisa Chamber of Commerce would claim any equity in the well itself, in view of the fact that it was they who drilled the well. I would also assume that if the intent is to permanently remove this well from service, then the requirements of the Virginia code would need to be followed.

For your further information, I will add that I sold every other single lot in Tanyard for home development, but I did not sell Lot 28 for that purpose. I always considered it as part of the golf course, and it was still being used as a source of water on the golf course by Tanyard Country Club Inc. after they bought it from me and my wife.

Larry Kavanagh

"You will never remember this particular day of your life unless you attempt the spectacular and celebrate the effort" -- Christopher Walsh

"A thick skin is a gift from God" -- Konrad Adenauer

"I will either find a way or make one" -- Hannibal

"I think a lot of people believe I'm going to fall flat on my face, and they're still waiting for it to happen."

I hope they wait forever, and I hope they keep coming to watch me" --Christine

Wren

A. J. Richardson, Jr. et als
To
Town of Louisa
Conveys 0.2996 acres

#431



THIS DEED, Made and entered into this 11th day of July, 1951, by and between A. J. Richardson, Jr. and Maxwell Q. Richardson, his wife, and Richardson and Co. Inc., parties of the first part and the Town of Louisa, a municipal corporation, party of the second part.

AUG. 8 1957

*Delivered
to H. H.
Woodward
for Town
of Louisa*

W I T N E S S E T H:

That for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS, which is cash in hand paid by the party of the second part to the parties of the first part, at and before the signing and delivery of this deed, and the receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold, and by these presents do hereby grant and convey unto the said party of the second part, with General Warranty of Title the following described real estate, to-wit:

All of a certain lot or parcel of land located in Louisa District of Louisa County, Virginia, being a circle 100 feet in diameter, located surrounding a certain well drilled upon the land of A. J. Richardson, Jr. by the Louisa Chamber of Commerce and being so located as to place said well in the exact center of said lot, as shown by a certain plat or survey made by Kenneth Hart, Engineer, on the 10th day of July, 1951, and recorded along with this deed, the land hereby conveyed being a portion of a certain tract of land containing 38.56 acres conveyed to A. J. Richardson, Jr. by deed from Hattie Wright, dated December 19, 1946, and recorded in the Clerk's Office of Louisa County in D. B. 70, page 336, and also including a portion of a certain tract of land conveyed by A. J. Richardson, Jr. and Maxwell Q. Richardson, his wife, to Richardson and Co.

Inc., dated April 5, 1948, and recorded in said Clerk's Office in D. B. 74, page 19, as shown by said plat recorded herewith, the said real estate being conveyed together with the rights, easements, reservations and restrictions hereinafter enumerated.

The said parties of the first part covenant to and with the party of the second part that no structures or sewage disposal facilities of any kind will be placed within 50 feet of the boundaries of the aforesaid circular ^{lot} surrounding said well; this covenant to run with the land and the said parties of the first part agree for themselves and their successors, heirs, devisees, or personal representatives, that the said restricted area surrounding said well shall be conveyed only by Deed of Indenture, which shall contain the provision of this paragraph and which shall be signed by the grantees in acknowledgment of said restrictions.

The said parties of the first part further grant and convey unto the said party of the second part free right of ingress and egress over and upon the lands of the parties of the first part for the purposes of laying and maintaining all necessary water lines or mains leading from said well to the water mains of the party of the second part and for the purposes of visiting or servicing any pump or pipe line installation placed upon said property by the party of the second part. It is expressly provided, however, that the water mains of the party of the second part shall be laid and maintained upon a strip of ground not exceeding 15 feet in width leading from said well in a Westerly direction to the property line of the Louisa Flying Service, Inc., it being understood by the parties hereto that the party of the second part now holds easements permitting the construction and maintenance of water mains across said property of Louisa Flying Service, Inc., said water mains to be laid and maintained not less than 3 feet under the surface of the ground and the parties of the first part to have free enjoyment of the use of the ground subject to the rights of the parties of the second part. It is further provided that the right of ingress and egress for the purpose of visiting said well shall, in addition to the rights granted in connection with the water mains, be upon a strip of ground not exceeding 15 feet in width and running easterly from the land conveyed herein to the existing road running from the property of the parties of the first part in a northerly and westerly direction to the property of Louisa Flying Service, Inc., and thence in a northerly direction to U. S. Route #33, it being understood that the parties of the first part grant only such rights as they have over such portion of said road way as may lie upon the property of Louisa Flying Service, Inc. Provided further that should the parties of the first part, or their successors in title desire to change the course of, or to relocate said road way, they may do so at their own expense and upon completion of any substitute road, the party of the second part shall have the right to the use of same and the outlet herein granted shall become null and void. All rights of ingress and egress herein granted are to be enjoyed equally by the parties hereto.

It is further understood and agreed between the parties hereto that whereas by a certain agreement, dated September 3, 1947, the said A. J. Richardson, Jr. and Maxwell Q. Richardson agreed to convey to the Louisa Chamber of Commerce or its assigns, a certain tract of 68/100 of an acre, being a portion of the same real estate described above as conveyed to said A. J. Richardson, Jr., by Mrs. Hattie Wright, for the purpose of building a public swimming pool, said agreement being recorded in said Clerk's Office in D. B. 74, page 76, and, whereas, the said Louisa Chamber of Commerce has assigned all of its right, title and interest in said

agreement to the party of the second part by a certain assignment dated July 10, 1951, and whereas, the said A. J. Richardson, Jr. has certain claims against said Louisa Chamber of Commerce for the work done in connection with said swimming pool, the said party of the second part, assignee of said Louisa Chamber of Commerce, does hereby release unto the said A. J. Richardson, Jr. all claims which it may have by virtue of said agreement dated September 3, 1947, and all right, title and interest which it may own in said swimming pool lot of 68/100 of an acre, as described by the plat recorded with said agreement of September 3, 1947, referred to above, and the said A. J. Richardson, Jr., hereby releases unto the party of the second part, assignee of the Louisa Chamber of Commerce, all claims which he may have against said Louisa Chamber of Commerce for work done in connection with the construction of said swimming pool or for any and all damages resulting to the said A. J. Richardson, Jr. from the partial construction of said swimming pool, it being the intention of the parties to release each other from all claims and of any nature, whether in law or in equity and from the beginning of the world to the date of this deed.

It is further understood and agreed between the parties hereto that as part of the consideration for this deed the party of the second part agrees to fill in the excavation made for the aforesaid swimming pool by the Louisa Chamber of Commerce to the normal level of the ground in its area within three months from the execution of this deed.

The parties of the first part covenant to and with the party of the second part that they have the right to convey said real estate; that they have done no act to encumber the same; that the party of the second part shall have quiet possession of the real estate hereby conveyed and the rights hereby granted, free from all encumbrances; and that they, said parties of the first part, will execute such further assurances of title as may be requisite.

In testimony whereof the said A. J. Richardson, Jr. and Maxwell Q. Richardson have hereunto set their hands and seals and the said Richardson and Co., Inc., has caused its corporate name to be signed hereto by its President and its official seal to be hereunto affixed by its Secretary, and the said Town of Louisa has caused its corporate name to be signed hereto by its Mayor and its official seal to be hereunto affixed by the Clerk of its council, the day and year first above written.

A. J. Richardson, Jr. (SEAL)

Maxwell Q. Richardson (SEAL)

RICHARDSON AND COMPANY, INC.

(CORPORATE SEAL)

By A. J. Richardson
President

Attest:

Maxwell Q. Richardson
Secretary

(CORPORATE SEAL)

THE TOWN OF LOUISA

By J. N. Porter
Mayor

Attest:

Mary W. Mills
Clerk of the Council of the Town
of Louisa.

State of Virginia)
County of Louisa) To-wit:

I, Sadie D. Smith, a Notary Public of and for the County of Louisa, in the State of Virginia, do hereby certify that Maxwell Q. Richardson and A. J.

Richardson, Jr. as individuals, and A. J. Richardson, Jr. and Maxwell Q. Richardson whose names as President and Secretary, respectively, of Richardson and Co., Inc., are signed to the foregoing deed dated July 11, 1951, have personally appeared before me in my County aforesaid, and acknowledged the same.

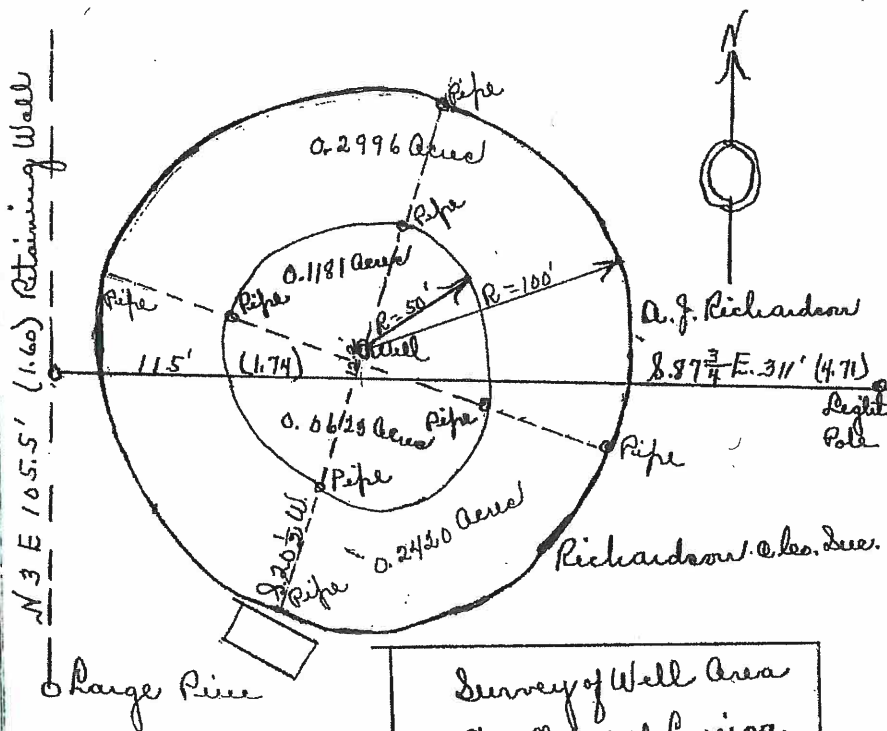
My commission expires on the 17 day of July, 1951.
Given under my hand this 11 day of July, 1951
 Sadie D. Smith
 Notary Public.

State of Virginia)
 County of Louisa) To-wit:

I, Martha L. Dobbins, a Notary Public of and for the County of Louisa, in the State of Virginia, do hereby certify that Joseph M. Porter, whose name as Mayor of Louisa, and Mrs. Mary E. Mills, whose name as Clerk of the Council of the Town of Louisa, are signed to the foregoing deed, dated July 11, 1951, have this day personally appeared before me in my County aforesaid and acknowledged the same.

My commission expires on the 28th day of June, 1953.
 Given under my hand this 11th day of July, 1951.

Martha A. Dobbins
 Notary Public



Survey of Well Area
 For Town of Louisa
 3/4 Mile SE of Town
 Scale: 1 in = 40 ft.
 Date: 10 July 1951
 By: Kenneth Hart

In the Clerk's Office of the Circuit Court of the County of Louisa, Va.: July 11, 1951.

DB 82, page 221

The foregoing Deed was this day received in said office and admitted to record at 4:42 P. M. together with certificates thereon written and Revenue Stamps for \$1.65 thereon cancelled and Plat thereto attached.

Teste:- Kat. B. Hatch Deputy Clerk

350

CERTIFICATE OF PLAT & OWNERSHIP

I, Lawrence B. Kavanagh, Jr. of Louisiana, County of Louisiana, do hereby certify the foregoing to be the correct survey of 229.415 acres of land in Louisiana District, for James M. Kavanagh from Andrew J. & Mary W. Remondson and received MAY 16, 1980, Louisiana Circuit Court Clerk's Office in Deed Book 231, Page 288, and seven tract of land according to survey made by James H. Bell, Jr. Certified Land Surveyor (s) dated MAY 15, 1980, now consist of 229.415 acres according to survey.

Given under my hand (s) this 6 day of January, 1980.

Lawrence B. Kavanagh, Jr.
OWNER (S)

Judith M. Kavanagh
OWNER (S)

OWNER (S)

OWNER (S)

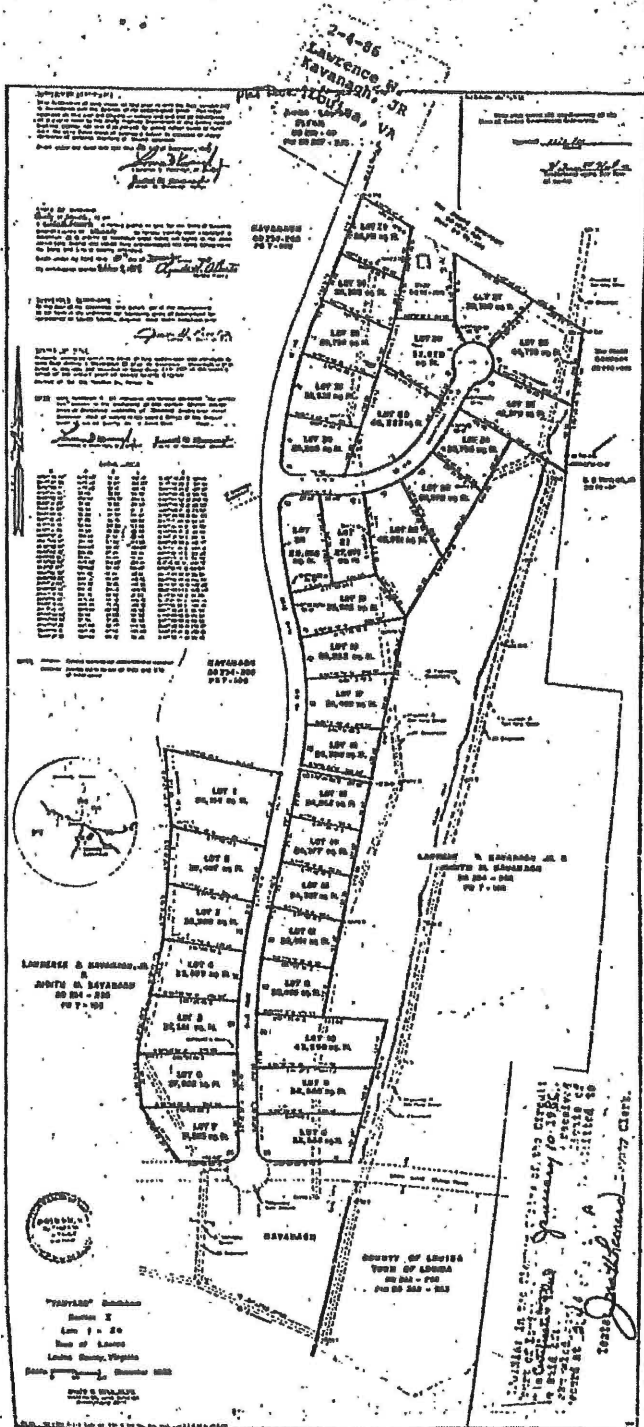
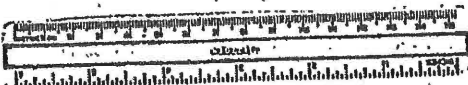
STATE OF VIRGINIA
COUNTY OF LOUISIANA

to-wit:

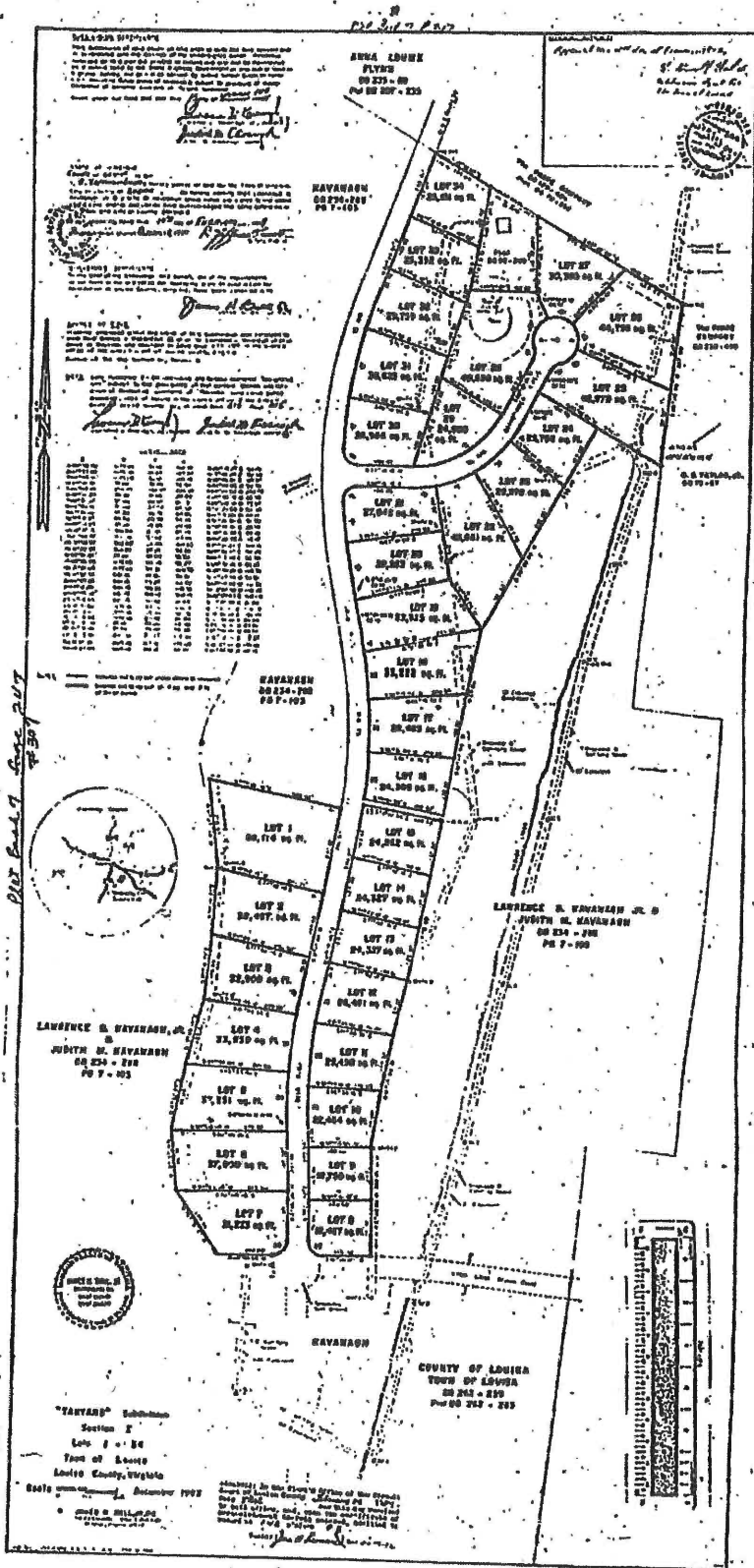
I, R. SHEFFERSON CANNETT, a Notary Public, in and for the County and State aforesaid do hereby certify that LAWRENCE B. KAVANAGH, JR. and JUDITH M. KAVANAGH have signed to the foregoing Certificate bearing date January 10, 1980, has acknowledged to me before me in my presence this 10th day of JANUARY, 1980.

My Commission expires: December 15, 1982

R. Shefferson Cannett
NOTARY PUBLIC

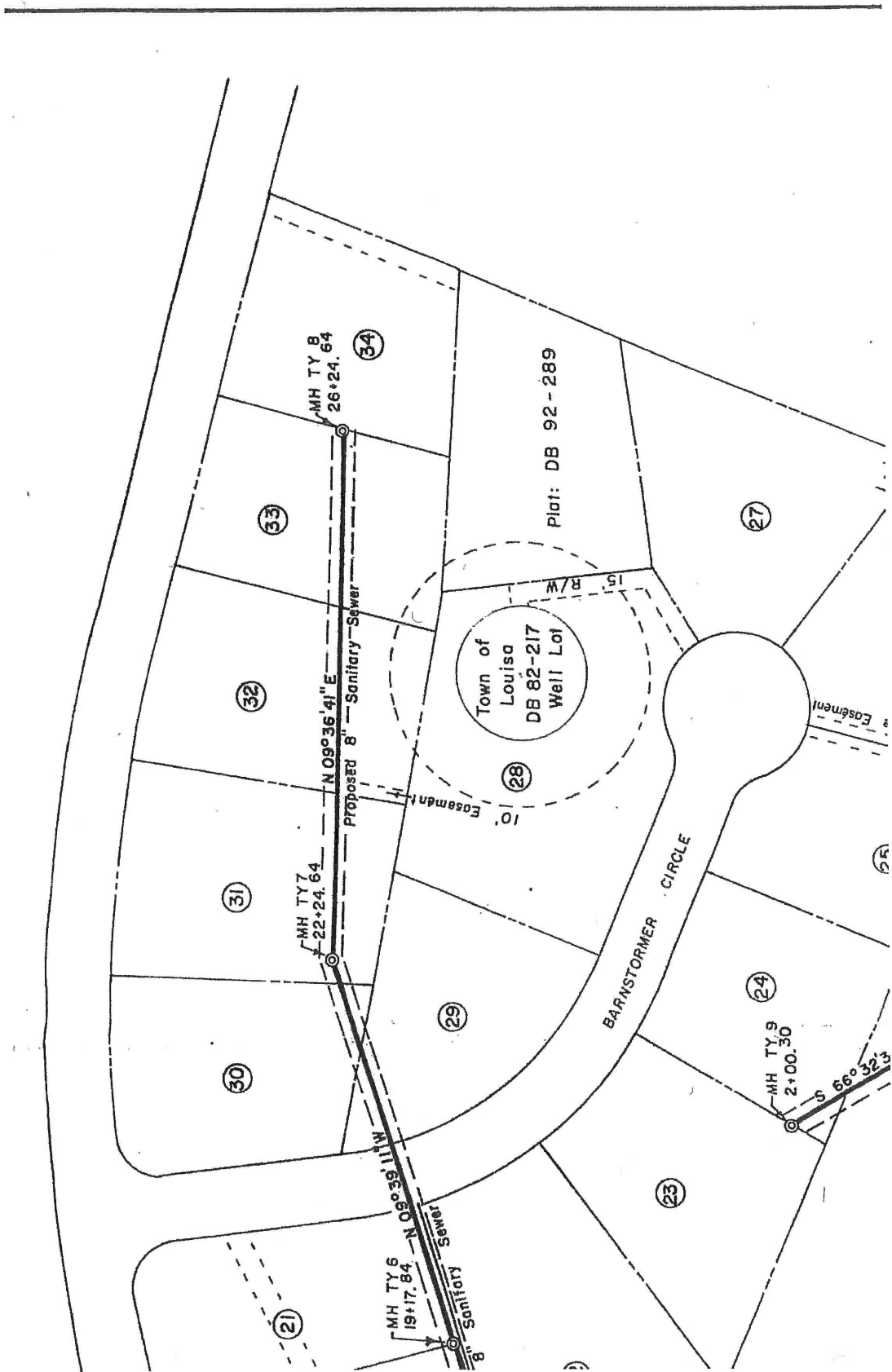


6-6-68 047
 Mailed to
 Garnett &
 Garnett, Attys
 Louisville, VA 23091



Plat Book 7 Page 207
 #307

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



12 Va. Admin. Code § 5-590-475 - Removal of wells from service

- [State Regulations](#)
- [Compare](#)

A. Temporary inactivation.

1. A water well temporarily inactivated shall be sealed with a watertight cap or wellhead seal.

2. The well shall be maintained so that it will not be a source or channel for contamination during temporary inactivation.

3. The wellhead shall be visually inspected and observations documented to verify adequate sanitary integrity on a quarterly basis.

4. The well lot shall be maintained.

B. Permanent abandonment.

1. Well abandonment shall be supervised by a certified water well systems provider.

2. All well abandonments shall be documented on a Uniform Water Well Completion Report, Form GW-2, and submitted to the department within 30 days of completing the physical abandonment.

3. Groundwater wells that are abandoned shall be sealed by methods that will restore to the fullest extent possible the controlling geological conditions that existed before the wells were constructed.

4. Casing and screen materials may be salvaged.

5. The well shall be checked from land surface to the entire depth of the well before it is sealed to ascertain freedom from obstructions that may interfere with sealing operations. Effort shall be made to remove or clear any obstacles that may prohibit sealing by grouting the complete well depth.

6. The well shall be thoroughly chlorinated before sealing.

7. Bored wells and uncased wells shall be backfilled with clean fill to the water level. A two-foot-thick bentonite grout plug shall be placed immediately above the water level. Clean fill shall be placed on top of the bentonite grout plug and brought up to at least five feet from the ground surface. The top five feet of the well casing, if present, shall be removed from the bore hole. If an open annular space is present around the well casing, then the annular space shall be filled with bentonite grout to the maximum depth possible, but less than or equal to 20 feet. A one-foot-thick cement or bentonite grout plug that completely fills the bore void space shall be placed a minimum of five feet from the ground surface. As an alternative, bored wells and

uncased wells may be completely filled with concrete, sand-cement, bentonite-cement, or neat cement grout to within a minimum of five feet from the ground surface by introduction through a pipe initially extending to the bottom of the well. The pipe shall be raised but remain submerged in grout or concrete as the well is filled. The remaining space shall be filled with clean fill that is mounded a minimum of one foot above the surrounding ground surface.

8. Non-bored wells constructed in unconsolidated formations shall be completely filled with concrete, sand-cement, bentonite-cement, or neat cement grout to within a minimum of five feet from the ground surface by introduction through a pipe initially extending to the bottom of the well. The pipe shall be raised but remain submerged in grout or concrete as the well is filled. The remaining space shall be filled with clean fill that is mounded a minimum of one foot above the surrounding ground surface.

9. Wells constructed in consolidated rock formations or that penetrate zones of consolidated rock may be filled with sand or gravel opposite the zones of consolidated rock. The top of the sand or gravel fill shall be at least five feet below the top of the consolidated rock and at least 20 feet below land surface. The remainder of the well shall be filled with concrete, sand-cement, bentonite-cement, or neat cement grout to within a minimum of five feet from the ground surface by introduction through a pipe initially extending to the bottom of the well. The pipe shall be raised but remain submerged in grout or concrete as the well is filled. The remaining space shall be filled with clean fill that is mounded a minimum of one foot above the surrounding ground surface.

10. The location of the well shall be permanently documented for future reference.

Notes

12 Va. Admin. Code § 5-590-475

Amended, Virginia Register Volume 37, Issue 20, eff. 6/23/2021.

Statutory Authority: §§ 32.1-12 and 32.1-170 of the Code of Virginia.

From: Larry Kavanagh <louisakid@hotmail.com>

Sent: Monday, November 11, 2024 11:58 AM

To: Liz Nelson <lnelson@louisatown.org>

Subject: ADDENDUM AND POSSIBLE CORRECTIONS TO EMAIL FROM YESTERDAY RE SPECIAL USE PERMIT FROM TORREY WILLIAMS

To: Liz Nelson, Town Manager, Town of Louisa (lnelson@louisatown.org)

Re: ADDENDUM TO EMAIL OF YESTERDAY ABOUT Special Use Permit Request by Torrey Williams et al, Public Hearing November 25

Hello again Liz,

Please consider this email as an addendum to the email I sent you yesterday. There are some parts of yesterday's email that may be incorrect and if so I apologize. There are definitely some things that need to be clarified. Mainly, this concerns the question of who actually owns the land that is described as 100 feet in diameter surrounding the well on Tanyard Lot 28, and what restrictions are in place. I can see the possibility that the Town of Louisa may have abandoned their ownership of a piece of land when they *de facto* abandoned the well, although certain restrictions run with the land. Here is a more detailed timeline of certain relevant events:

- On May 16, 1980 my wife and I acquired two tracts of land from A.J. Richardson et ux, totalling approximately 236 acres, more or less (Deed Book 234, pages 288-297.) This piece of land contained a 100 foot diameter parcel, designated as "Parcel F" on the plat that was filed with the sale, and also described in the legal description in the deed (Tract I, paragraph B, also designated as "Parcel F".) The plat indicated that the size of Parcel F was 0.30 acre, although the Deed description said it was 0.18 acre. The deed description specifically excluded this parcel from the land that was being conveyed to us, stating that it had been conveyed to the Town of Louisa in Deed Book 82, page 217. The parcel was also described in our Deed as the "well lot."
- On April 22, 1983 my wife and I donated a plot of land to the Town of Louisa, totalling approximately 4.6 acres. (Deed of Gift, recorded in Deed Book 262, page 259.) This land was to be used by the Town and County to build the sewage treatment plant which is being used today and serves a broad area.
- On June 6, 1984, after receiving approval of the Town of Louisa (and signed off for the Town by Town manager H. Garrett Hart), we filed a plat for the first section of Tanyard Subdivision. The plat is on record in Plat Book 7, page 247. The plat shows Lots #1-34 (including Lot 28.) It also shows numerous sewer line and water line plans as well as plans for possible future streets. In particular, this plat also clearly shows the 100-foot diameter circle on Lot 28, as well as an extension of 50 feet beyond and all around the circle. The circle is referenced on the plat by the same deed book reference (DB82-217) as above.

- On January 10, 1986, we filed a second, revised plat of the first section of Tanyard (also signed off by Town Manager Hart). In this plat, the noteworthy changes were: 1) Enlargement of Lots 8, 9, and 10; 2) Boundary adjustment between Lots 28 and 29, making Lot 29 larger and Lot 28 smaller; and 3) The plat does not show the circles around the well on Lot 28 but instead identifies the well itself.
- I do not know exactly why the revised plat did not show the circles. Possibly (?) the Town had acknowledged that it had abandoned any use of the well and was also abandoning any claim to ownership of land surrounding it. This was about the time that I was beginning to build the first nine holes of the new golf course, and possibly (?) this was also an incentive to complete the golf course as an asset to the Town. It is quite unusual that Bell surveys would have left out something that had appeared on the original survey.
- On July 31, 1996, my wife and I deeded the Louisa Country Club Golf course and clubhouse buildings to Tanyard Country Club, Inc. (Deed recorded in Deed Book 517 page 649, plat recorded in Plat Book 8, pages 921-922). On the plat, the golf course was shown as a shaded area, and lot 28 was included as part of the golf course.
- The deed from the Kavanaghs to Tanyard Country Club was prepared by R. Jefferson Garnett, who had also years before prepared the deed from the Richardsons to us. The title description in the deed to Tanyard CC contained the phrase "Being a portion of the same land conveyed to Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, husband and wife, by three deeds, to wit....." (reciting the same instruments by which we had purchased the property from Richardsons). In short, whatever it was that we owned, we sold.
- On October 20, 2006, surveyor Joseph E. DiMeglio presented a plat showing the subdivision of Lot 28 into Lots 28 and 28A (recorded in DB 1037, page 510), and this plat was used in the sale of those two lots from Tanyard CC to Blue Chip Investment LLC, Curtis Moore, et al. on July 6, 2007 (DB 1082 page 337.) The plat by DiMeglio carried the specific disclaimers: 1) No current title report has been provided; 2) Underground utilities and subsurface facilities have not been located; 3) Other easements, restrictions and property rights may exist that are not shown on this plan.
- DiMeglio's plat did show clearly the location of the well house near the middle of these two lots. Surely (!) the existence of a well house implies the existence of a well, and the existence of a well implies certain restrictions may be in place.

Again, my further apologies that I am not a lawyer and may not have stated all this in proper legalese. However, whether or not Torrey's group actually owns all the land in Lots 28

and 28A, I cannot help but suggest from DB 82 p 217 that the restrictions against building any structures there still do apply.

On one other topic, I think I should add that if I suggested in my earlier email that the Louisa Chamber of Commerce may also have an interest here, I have no documentation to back that up, and it may not be relevant.

Thank you for all you do.

Larry Kavanagh

"You will never remember this particular day of your life unless you attempt the spectacular and celebrate the effort" -- Christopher Walsh

"A thick skin is a gift from God" -- Konrad Adenauer

"I will either find a way or make one" -- Hannibal

"I think a lot of people believe I'm going to fall flat on my face, and they're still waiting for it to happen.

I hope they wait forever, and I hope they keep coming to watch me" --Christine Wren

THE TOWN OF LOUISA

Incorporated 1873

P.O. Box 591
212 Fredericksburg Ave.
Louisa, Virginia 23093



Phone: (540) 967-1400
Fax: (540) 967-9580
www.louisatown.org

Application No. 54P-1024-03

APPLICATION FOR SPECIAL USE PERMIT

Applicant Name R. T. Williams, III as Agent for Owners of Tax Map Parcels 41C-1-28 & 28A

Address P.O. Box 1787, 202 W. Main St., Louisa, Va 23093

Phone 540-894-3504

Property Location Barnstormer Circle

Zoning Residential General

Are there any deed restrictions? ☐ Yes ☒ No If yes, attach copy of deed restrictions.

Date restrictions expire _____

NECESSITY OF REQUEST

The applicant requests a permit to allow the following use on the above-described property:

The construction of a single story duplex on each of the above described parcels:

Describe here what is intended to be done on or with the property. If a building is involved, a sketch or plan with photographic or other suitable description should accompany this application.

Applicant proposes to construct a duplex on each of the above described lots in a similar Manner to what is constructed directly across Barnstormer Circle at 201, 203, 205, and 207 Barnstormer Circle. A preliminary layout and photographs are attached to this application.

165-29
8

IMPROVEMENTS PROPOSED

Describe briefly the improvements proposed. State whether new buildings are to be constructed, existing buildings are to be used and/or renovated or additions are to be made to existing buildings.

Applicant proposes to construct a duplex on each of the above described lots in a similar Manner to what is constructed directly across Barnstormer Circle at 201, 203, 205, and 207 Barnstormer Circle. A preliminary layout and photographs are attached to this application.

PROTECTION TO ADJOINING PROPERTY

Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

Prior to application submittal, Applicant met with the Tanyard Property Owners Association Board to review applicants plans, receive feedback, and make edits to applicants plans.

Applicant then attended a Tanyard Property Owners Association General Membership Meeting that was hosted in President of the POA's yard. Applicant listened to comments and made further edits and changes to the plan, including the drafting of proffers to ensure that the concerns are addressed. A copy of the proffers are attached hereto.

ENHANCEMENT OF TOWN

Why does the applicant believe that this requested change will be advantageous to the Town?
(Please substantiate with facts.)

These lots are located on a culdesac of Barnstormer Circle where all other properties on Culdesac are approved for Duplex and multifamily housing with two duplexes already being Constructed across the street. construction of these lots will provide for increased tax revenue increase water and sewer revenue, and more customers for economic vitality of commercial proprietors in the Town of Louisa.

PLAN

Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on site, roadways, walks, off-street parking, and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and should be filed with the application.

ADDITIONAL INFORMATION/REMARKS

Requirements and Instructions for Filing Application for Special Use Permit

The following must be filled out completely and submitted by the applicant.

1. The Application Form must be filled out completely with full answers to every statement and question. Additional sheets may be attached, as necessary.
2. Furnish a Site Plan for any cases involving expansion of an existing structure or construction of a new building. The plan shall consist of the following:
 - ✓ a. Plot plan or survey plat showing the dimensions of the property drawn to an appropriate scale.
 - ✓ b. Location and dimensions of existing structures, right-of-ways, easements, boundaries, water courses, and bodies of water.
 - ✓ c. Location and dimensions of proposed development including structures, types of uses, access drives, setbacks, easements, etc.
 - ✓ d. In the case of commercial and industrial developments, sketches and plans for proposed off-street parking and loading areas, signage, outdoor lighting, buffers and screening.
3. The Application Fee is \$750.00. This fee must be paid at the time of the filing of the application. Make checks payable to "Town of Louisa."
4. Photographs of the property involved (not over 8½ X 11) to illustrate the conditions of the property under consideration are always helpful and are suggested as exhibits to accompany this application.

ADJACENT PROPERTY OWNER'S LIST

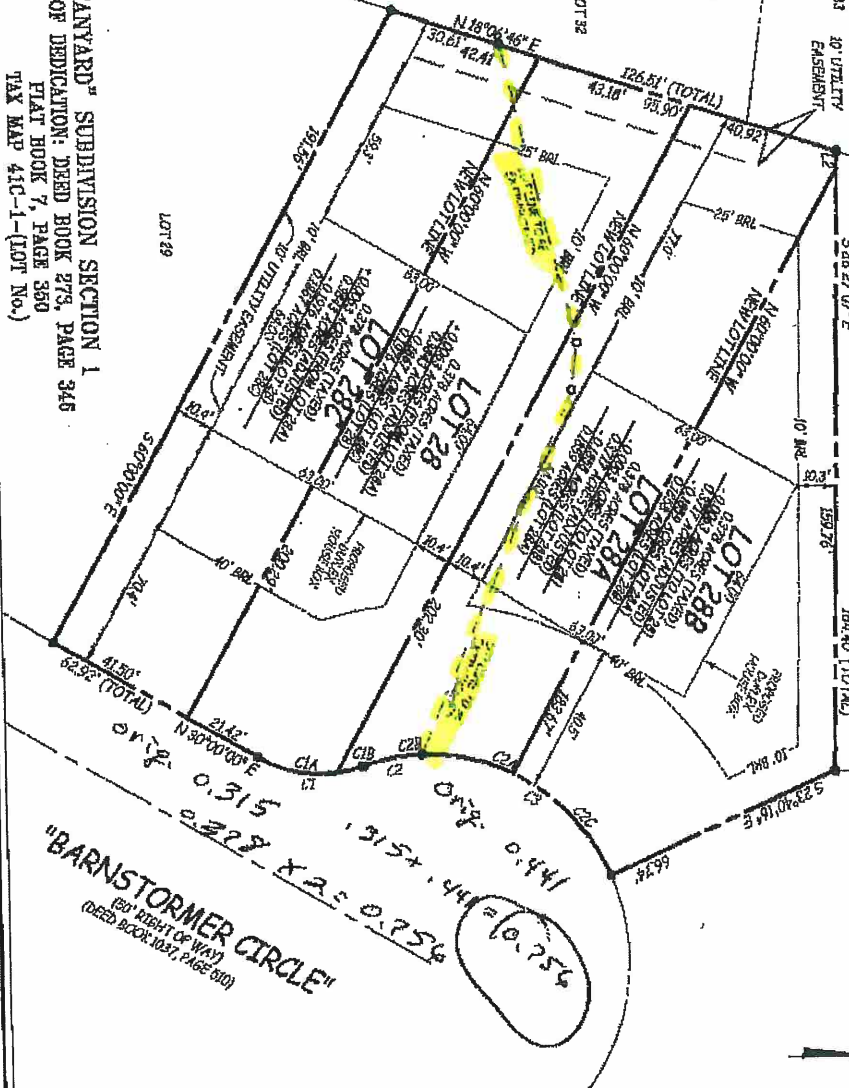
[illegible]

PRELIMINARY NOT TO BE RECORDED

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	TANGENT	DELTA ANGLE
C1	36.00'	29.44'	19.65'	48°11'38"
C2	36.00'	22.32'	11.55'	36°32'00"
C3	36.00'	7.12'	4.10'	11°39'30"
C4	36.00'	16.60'	8.36'	37°17'34"
C5	36.00'	16.60'	8.36'	37°17'34"
C6	36.00'	16.60'	8.36'	37°17'34"
C7	36.00'	16.60'	8.36'	37°17'34"
C8	36.00'	16.60'	8.36'	37°17'34"
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C99	36.00'	16.60'	8.36'	37°17'34"
C100	36.00'	16.60'	8.36'	37°17'34"

- NOTES:**
1. NO TITLE REPORT FURNISHED.
 2. PROPERTY SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESERVATIONS, CONDITIONS, AND RIGHT OF VARS OF PUBLIC RECORD.
 3. THE BOUNDARY BY TA SHOWN HEREON IS BASED ON DEEDS AND PLATS OF RECORD. NO SURVEY WAS PERFORMED.
 4. THE BUILDINGS SHOWN HEREON ARE PROPOSED. BUILDING RESTRICTION LIMITS ARE BASED ON R-2 RESIDENTIAL (GENERAL) ZONING.
 5. FRONT: 40'
 6. PROPERTY SHOWN ON LOUISA COUNTY TAX MAP 41C-1-28 AND 41C-1-29A.
 7. THESE TWO LOTS ARE THEN FURTHER SUBDIVIDED INTO LOTS 288 AND 289 BY THE AMOUNTS SHOWN ON THE PLAT.
 8. CURRENT OWNERS:
RTW CONSTRUCTION CORPORATION,
BLUE CHIP INVESTMENT, LLC,
4 CLINTON H. MOORE
DEED BOOK 2082, PAGE 337
PLAT DEED BOOK 1037, PAGE 510

"TANYARD" SUBDIVISION SECTION 1
DEED OF DEDICATION: DEED BOOK 273, PAGE 346
PLAT BOOK 7, PAGE 360
TAX MAP 41C-1-1 (LOT No.)



BROWN & BLISS
TAX MAP No. 41-113
DEED BOOK 1037, PAGE 792

DEED BOOK 434, PAGE 70

PLAT SHOWING ANNUAL DIVISION
LOTS 28 & 28A
& BOUNDARY LINE ADJUSTMENT BETWEEN
LOTS 28 & 28A
"TANYARD" SUBDIVISION
TOWN OF LOUISA
LOUISA COUNTY, VIRGINIA



AXIS
LAND SURVEY, INC.
8763 COURTHOUSE ROAD
SPOTSYLVANIA, VA 22551
(540) 885-5011
OFFICE@AXISL.NET

PAGE 1 OF 1

REVISIONS

DATE 6-3-2024

REVISED DATE:

DRAWN BY: PJR

REVISED DATE:

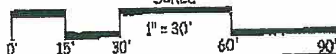
CHECKED BY: ADW

REVISED DATE:

JOB No: 23-112

REVISED DATE:

SCALE



PROFFER STATEMENT

Town of Louisa – Barnstormer Lots Tax Map Parcels 41C-1-28 & 28A

Date of Proffer: October 21, 2024

Project Name: Barnstormer Lots 41C-1-28 & 28A

Owners: RTW Construction Corp, Patrick & Judith Hanley, & Curtis Moore

Existing Zoning: RG (Residential General)

Zoning Requested: RG (Residential General) with Special Use Permit for construction two duplexes

Acreage of Parcel(s): 41C-1-28 – 0.378 acres & 41C-1-28A – 0.378 acres

Tax Map #(s): 41C-1-28 & 41C-1-28A

Exhibit(s)/References: Concept Site Layout

The Term "Owner" as referenced within this document shall include within its meaning the owner, or owners, of record of the Property, or properties, and their successors in interest.

The Owner hereby voluntarily proffers the conditions listed herein which shall be applied to the above-referenced property owned by RTW Construction Corp, Patrick & Judith Hanley, & Curtis Moore, provided that the Louisa Town Council accepts these proffers and approves the rezoning of the land to RG (Residential General) with Special Use Permit.

- 1) Motor vehicles owned by occupants will be limited to two vehicles per residential unit.
- 2) The units will be limited to one-story with a customary roof line above the natural grade of the lots.
- that* 3) In the event that natural vegetation is disturbed, A double staggered row of evergreen trees will be planted along the common boundary lines of the subject parcels and Tax Map Parcels 41C-1-32 & 41C-1-33 on ten foot spacing.
- 4) The units constructed on the subject lots will be designed and constructed in a similar style and color as the duplex units located across the street at 201, 203, 205, and 207 Barnstormer Circle to promote visual cohesion and appealing aesthetics of the neighborhood.
- 5) The units constructed will utilize trash service provided through the Town of Louisa so long as it is provided. All trash cans shall be stored out of sight from Barnstormer Circle when not set upon the street for trash pickup.
- 6) The Special Use Permit shall be limited to the construction of duplex for

each subject lot.

The undersigned Owner hereby proffers that the use and development of the Property shall be in conformance with the proffers and conditions herein above. This document shall supersede all other agreements, proffers or conditions that may be found to be in conflict. The Owner agrees that all proffers shall be binding to the property, which means the proffers shall be transferred to all future property successors of the land.

Owner: RTW Construction Corp
By: Rea T. Williams, Jr.
Its: President

Date

Patrick Hanely

Date

Judith Hanely

Date

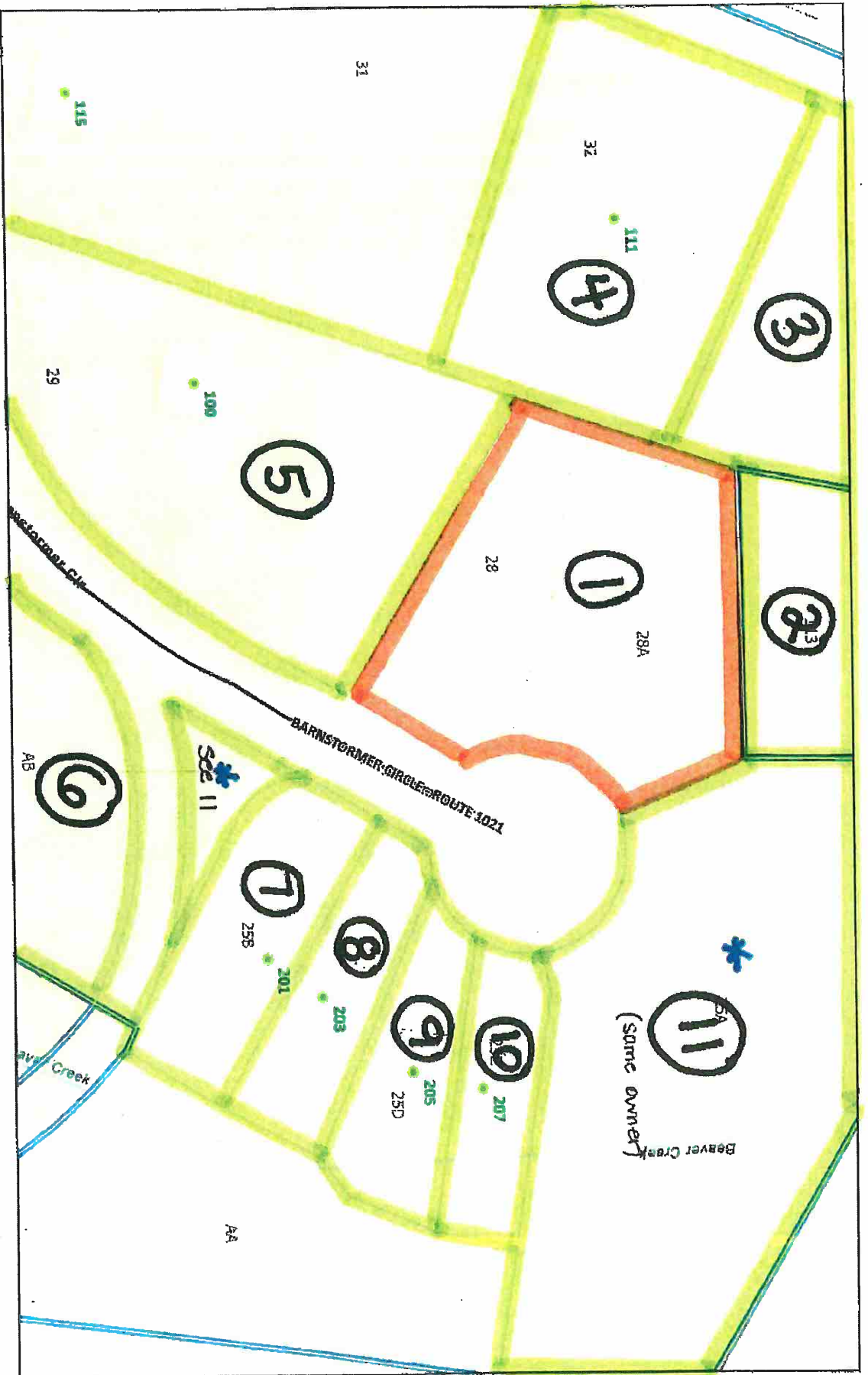
Curtis Moore

Date

Agreed and Accepted: Town of Louisa, Virginia:

By _____, Mayor

October 30, 2024



The Town of Louisa, Virginia

Incorporated 1873

212 Fredericksburg Avenue
P.O. Box 531
Louisa, Virginia 23093



Phone: (540) 967-1400
Fax: (540) 967-9580
www.louisatown.org

Town Council
Jessica Lassiter, Acting Mayor
A. Daniel Carter, Councilman
John J. Purcell, IV, Councilman
Sylvia L. Rigsby, Councilwoman
Vicky A. Harte, Councilwoman

Planning Commission
A. Carter Cooke, Chairman
Maxine Butcher, Vice Chair
Veronica Saxton, Commission Member
E. Cochran Garnett, Commission Member
John J. Purcell, IV, Commission Member

November 1, 2024

Sample
letter

Regarding: A Special Use Permit Application SUP-2024-03 and Required Notice for Public Hearing

To Whom it May Concern,

The Town of Louisa **Planning Commission** will hold a Public Hearing at 5:00 PM on Monday, November 25, 2024, at 212 Fredericksburg Avenue, Louisa, Virginia to consider the following item:

SUP-2024-03: A Special Use Permit application, submitted by R. T. Williams, III agent for the owners, RTW Construction Corp, Patrick & Judith Hanley and Curtis Moore, for the property located on Barnstormer Circle, specifically Lots 28 and 28A, identified as Louisa Tax Map parcels 41C-1-28 and 41C-1-28A, located in a General Commercial District. The total acreage of the parcels consists of 0.756 acres. The application is to subdivide the two parcels to a total of 4 parcels and construct two (2) duplexes, for a total of four (4) dwelling units.

Your property is adjacent/across the street to the property being considered for this Special Use Permit within the Town of Louisa. This notification is in accordance with Section 15.2-2204 of the Code of Virginia. Your participation in the Public Hearing is not required.

Comments will be heard in person during the public hearing. Comments can also be submitted prior to the meeting by calling our office at (540) 967-1400, email at info@louisatown.org or mail to P.O. Box 531, Louisa, Virginia 23093. Complete copies of the Special Use Permit application are available at Louisa Town Hall. Requests for mailed or e-mailed copies will be honored. The Town of Louisa will place any written or oral comments received in the record of this permit. Questions should be directed to Liz Nelson, Town Manager – Monday through Friday, or Paul Snyder, Zoning Administrator – Tuesday through Thursday at (540) 967-1400 between the hours of 8:30am and 5:00pm. If special accommodation is needed to participate, please contact our office the day prior to the Public Hearing.

Respectfully submitted,

Paul R. Snyder, Zoning Administrator

BOOK 277 PAGE 431

THIS DEED OF EXCHANGE, made and entered into this 17th day of April, 1984, by and between the Town of Louisa, a municipal corporation, party of the first part, whose address is P. O. Box 531, Louisa, Virginia, 23093, and Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, husband and wife, parties of the second part, whose address is Route 1, Box 451, Louisa, Virginia, 23093.

WITNESSETH:

WHEREAS, the Town of Louisa, Virginia, (Town) has entered into an agreement with the County of Louisa, Virginia, for the joint construction, operation and maintenance of a sewage treatment plant located in the said Town to be known as the Louisa Regional Sewerage Facilities Project; and

WHEREAS, the plant site is required to have a buffer zone which adjoins the plant site on the east side on land belonging to Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh (Kavanagh); and

WHEREAS, the lot on which the buffer zone is to be located will greatly diminish the value of the remainder of the lot, and limit its future use by Kavanagh; and

WHEREAS, the Town owns a certain circular parcel of land in the Tanyard Subdivision with a well located on it, and a right-of-way for access to the well and lot, which subdivision is owned by Kavanagh; and

WHEREAS, the well on said lot does not produce a sufficient flow of water to economically justify its maintenance and upkeep as a public water system by the Town; and

WHEREAS, the Town has offered to exchange the well and lot located in said subdivision to Kavanagh for the property on which the buffer zone for the sewage treatment plant will be located with each party conveying to the other all rights and appurtenances thereunto belonging to the respective properties.

* Town Well Property Exchange

BOOK 277 PAGE 432

NOW, THEREFORE, for and in consideration of the sum of \$10.00, cash in hand paid, receipt whereof all is hereby acknowledged, and in further consideration of the parties exchanging the herein-after described property, the Town of Louisa hereby bargains, sells, grants and conveys, with General Warranty and with English Covenants of Title, unto Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, as Tenants by the Entirety with the Common Law Right of Survivorship, the following described real estate, together with all rights and appurtenances thereunto belonging or in any-wise appertaining, to-wit:

ALL that certain lot or parcel of land, lying and being in the Town of Louisa, County of Louisa, Virginia, being a circle 100 feet in diameter, as shown and described on a certain plat of survey made by Kenneth Hart, Certified Land Surveyor, dated July 10, 1951, and recorded in the Clerk's Office of Louisa County in Deed Book 82, Page 220, together with the right-of-way to said land as described in the hereinafter mentioned deed and as further shown on a certain plat of survey of Section I of Tanyard Subdivision made by James H. Bell, Jr., P.C., dated December, 1983, which subdivision plat is recorded in said Clerk's Office in Plat Book 7, Page 272, whereon said right-of-way is shown as 15 feet in width, and being the same land and well conveyed to the Town of Louisa by deed dated July 11, 1951, from A. J. Richardson, Jr., et al, of record in said Clerk's Office in Deed Book 82, Page 217.

The Town of Louisa hereby abandons the water lines extending from said well which are located under the property hereby conveyed and under any other property owned by Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, and by this deed terminates the well as a public water system as mentioned in the Louisa Town Code and as defined by the State Department of Health of the Commonwealth of Virginia. By their execution and recordation of this deed, the parties hereto covenant and agree that this well shall, from the moment the Town disconnects the same from the Town's water supply, be considered an existing private well and subject to the provisions of the Louisa Town Code. Possession of said land and well shall be given to Lawrence D. Kavanagh, Jr.

and Judith M. Kavanagh at such time as the Town disconnects the well from the Town's water supply system and reconnects its customers whose service may be affected thereby, which time period shall not exceed ninety (90) days.

And, WHEREAS, the aforesaid deed dated July 11, 1951, of record in Deed Book 92 at page 217, placed a certain covenant and restriction prohibiting structures or sewage disposal facilities of any kind within fifty feet (50') of the above conveyed circular lot; and

WHEREAS, the Town of Louisa is the sole beneficiary of said covenant and restriction, the purpose for which no longer exists.

NOW, THEREFORE, for the consideration aforesaid, the Town of Louisa does hereby release, abandon and forever terminate the aforesaid covenant and restriction placed on the above described area of land surrounding said circular lot.

And in consideration of the sum of \$10.00, cash in hand paid, receipt whereof all is hereby acknowledged, and in further consideration of the Town of Louisa conveying the above described property to the parties of the second part, the said Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh hereby bargain, sell, grant and convey with General Warranty and with English Covenants of Title, unto the Town of Louisa, the following described real estate, together with all rights and appurtenances thereunto belonging or in anywise appertaining, subject however, to the reservations herein set forth, to-wit:

ALL that certain lot or parcel of land, lying and being in the Town of Louisa, County of Louisa, Virginia, containing 2.77 acres, more or less, and designated as Lot 9 on a certain plat of survey made by Hart and Bell, Certified Land Surveyors, dated May 1, 1975, and recorded in said Clerk's Office in Plat Book 6, Page 210, together with a non-exclusive fifty (50') foot right-of-way to be used in common with others for access to and from U.S. Route 33 as the location of said fifty (50') foot right-of-way is shown on the aforementioned plat of survey, and being one of the lots conveyed to Kavanagh by deed dated April 16, 1982, from James Allen Poore, et ux, of record in said Clerk's Office in Deed Book 251, Page 286. The said 2.77 acre parcel of land is the remainder of Lot 9, a parcel of 0.23 acre having been

277 PAGE 434
conveyed to the Town by deed dated November 18, 1977,
from James Allen Poore, et ux, of record in Deed
Book 211, Page 165.

Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh hereby
reserve from this conveyance, for themselves and their successors
and assigns, a non-exclusive right-of-way and easement over,
under and along the aforesaid fifty foot (50') wide right-of-
way to be used for all reasonable purposes, including but not
limited to vehicular traffic and utilities' services and access
to and from U.S. Route 33 and property now or in the future owned
by Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh as said
property may be presently used and as said property may in the
future be subdivided or otherwise developed.

As set forth in said Poore deed, Lawrence D. Kavanagh, Jr.
and Judith M. Kavanagh hereby release and quitclaim to the Town
of Louisa the waiver of hook-up fees for residences on Lots 8
and 9 as set forth in said deed.

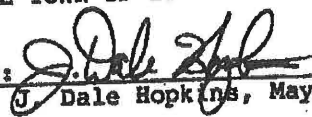
Reference is hereby made to said plats and to said deeds
and the deeds therein referred for a more complete description
of said parcels of land and the chains of title thereto.

The covenants contained in this deed shall be binding upon
the Town of Louisa, Virginia, Lawrence D. Kavanagh, Jr. and
Judith M. Kavanagh, and their successors and assigns.

IN WITNESS WHEREOF, the Town of Louisa has caused its signa-
ture and seal to be placed hereon pursuant to a duly adopted
resolution of its governing body, a copy of which resolution
is attached hereto.

WITNESS the following signatures and seals.

THE TOWN OF LOUISA

By:  (SEAL)
Dale Hopkins, Mayor



Ruth V. Boxley, Clerk

 (SEAL)
Lawrence D. Kavanagh, Jr.

Judith M. Kavanagh (SEAL)
Judith M. Kavanagh

STATE OF VIRGINIA,
COUNTY OF LOUISA, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that J. Dale Hopkins and Ruth V. Boxley, Mayor and Clerk, respectively, of the Town of Louisa, whose names are signed to the foregoing Deed of Exchange bearing date of April 17, 1984, have each acknowledged the same before me in my jurisdiction aforesaid, this 15th day of May, 1984.

My Commission expires:

OCTOBER 12, 1987

[Signature]
Notary Public

STATE OF VIRGINIA,
COUNTY OF LOUISA, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Lawrence D. Kavanagh and Judith M. Kavanagh, husband and wife, whose names are signed to the foregoing Deed of Exchange bearing date of April 17, 1984, have each acknowledged the same before me in my jurisdiction aforesaid, this 15th day of June, 1984.

My Commission expires:

MAY 13, 1986

[Signature]
Notary Public

RESOLUTION AUTHORIZING THE EXECUTION OF A
DEED OF EXCHANGE BETWEEN THE TOWN OF LOUISA AND
LAWRENCE D. KAVANAGH, JR. AND JUDITH M. KAVANAGH

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LOUISA, VIRGINIA:

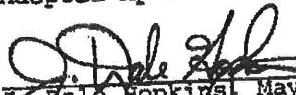
1. After mature consideration of the need to establish a buffer zone on the east side of the regional sewage treatment plant on property owned by Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, and after a review of the performance of the town's well located on a circular lot in the Tanyard Subdivision, which review disclosed that said well did not produce a sufficient flow of water to economically justify its maintenance and upkeep as a public water system, it is hereby determined that it is in the best interest of the town to execute and enter into a certain Deed of Exchange dated April 17, 1984, with Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, to exchange their respective properties upon the terms and conditions set forth in said Deed.

2. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Town of Louisa the said Deed of Exchange dated April 17, 1984, at such time as the original document is presented to the town for execution.

3. This Resolution shall take effect immediately.

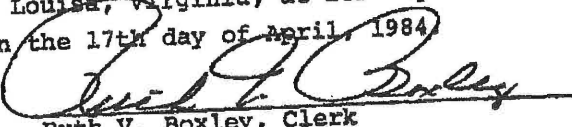
4. This Resolution along with a copy of the Deed of Exchange dated April 17, 1984, is hereby entered into the permanent minutes of the meetings of the Town Council.

Adopted April 17, 1984.


J. Dale Hopkins, Mayor
Town of Louisa, Virginia

C E R T I F I C A T I O N

I hereby certify that the above resolution was duly adopted by the Council of the Town of Louisa, Virginia, at its regular meeting for the month of April held on the 17th day of April, 1984.


Ruth V. Boxley, Clerk
Town of Louisa, Virginia

VIRGINIA: In the Clerk's Office of the Circuit Court of Louisa
County, June 12, 1984 This deed Exchange
was this day received in said office, and, upon the certificate of
acknowledgment thereto annexed, admitted to record, at 2:05
o'clock P.M., after payment of \$ 3.00 tax imposed
by sec. 58-54.1. Deputy



Incorporated 1873

**212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org**

To: Mayor Carter and Town Council Members
From: Craig Buckley, Interim Town Manager

Date: December 17, 2024
Re: Thrasher Engineering Contract

Comments: Thrasher Engineering has completed the contract and cost as outlined in the RFP awarded to their firm as the Town continues to utilize ARPA funds to improve water and sewer infrastructure. This contract will be for the demolition and decommission of the old sewer treatment facility located on the corner of Courthouse Road and Elm Avenue. This contract also includes funds to begin the construction and repurpose of the property after the preliminary engineering report and design engineering are complete. The council will need to approve Thrasher's contract.



COMPLEX PROJECTS
REQUIRE RESOLVE
THRASHER'S GOT IT

**TOWN OF LOUISA
LOUISA COUNTY, VIRGINIA**

**WASTEWATER TREATMENT PLANT DEMOLITION
PROJECT**

ENGINEERING SERVICE AGREEMENT

NOVEMBER 2024

THRASHER PROJECT #T20-11169

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

THIS IS AN AGREEMENT effective as of November 2024 ("Effective Date") between
Town of Louisa ("Owner") and
The Thrasher Group, Inc. ("Engineer").

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

Wastewater Treatment Plant Demolition ("Project").
Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Study and Report Phase, Preliminary Design, and Engineering & Topographic Surveys only. The Final Design, Bidding and Negotiating, Construction Phases, Resident Project Representation and Additional Services will be added after the completion of the Study and Report Phase.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of

such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
 3. For convenience, by Engineer effective upon Owner's receipt of notice from Engineer.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom,

and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. **-NOT USED**
- G. Exhibit G, Insurance.

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: Town of Louisa

Engineer: The Thrasher Group, Inc.

By: _____

By: _____

Print name: _____

Print name: Daniel E. Ferrell, P.E.

Title: _____

Title: Principal

Date Signed: _____

Date Signed: _____

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

#0402023968

State of: Virginia

Address for Owner's receipt of notices:

212 Fredericksburg Avenue

P.O. Box 531

Louisa, VA 23093

Designated Representative (Paragraph 8.03.A):

Title: _____

Phone Number: _____

E-Mail Address: _____

Address for Engineer's receipt of notices:

P.O. Box 90

Bridgeport, WV 26330

Designated Representative (Paragraph 8.03.A):

Eric Sherrard

Title: Project Manager

Phone Number: 304-624-4108

E-Mail Address: esherrard@thethrashergroup.com

This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** November 2024.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: None.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
 - d. Engineer will participate in up to two (2) meetings to present project alternatives and discuss findings of evaluations.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase. Up to three (3) Site Visits planned under this contract.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report. Engineer will coordinate a meeting with Town o staff to review existing project related documents.

Exhibit A – Engineer's Services

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Page 1

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables: None.
15. Furnish two (2) review copies of the Report and any other Study and Report Phase deliverables to Owner within 90 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish two (2) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's comments.

Exhibit A – Engineer's Services

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

A1.02 Preliminary Design Phase

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

Exhibit A – Engineer's Services

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documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
[] *[List any such tasks or deliverables here.]*
 10. Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [] days of authorization to proceed with this phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase – TO BE AMENDED*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either

directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
[] *[List any such tasks or deliverables here.]*
 10. Furnish for review by Owner, its legal counsel, and other advisors, [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [] final copies of such documents to Owner within [] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is []. If more prime

Exhibit A – Engineer's Services

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

A1.04 Bidding or Negotiating Phase – TO BE AMENDED

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

Exhibit A – Engineer's Services

A1.05 *Construction Phase – TO BE AMENDED*

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

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

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified

Exhibit A – Engineer's Services

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indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

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

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performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [] *[List any such tasks or deliverables here.]*
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if

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Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 Post-Construction Phase – TO BE AMENDED

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

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

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4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 2024.

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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

Exhibit B – Owner's Responsibilities

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- L. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- N. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- O. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- P. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- Q. Place and pay for advertisement for Bids in appropriate publications.
- R. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- S. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- U. Perform or provide the following: None.

Exhibit B – Owner's Responsibilities

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated November 2024.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

1. A Lump Sum amount of \$50,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ 10,000
b. Preliminary Design Phase	\$ 40,000
c. Final Design Phase	TO BE AMENDED
d. Bidding and Negotiating Phase	TO BE AMENDED
e. Construction Phase	TO BE AMENDED
f. Post-Construction Phase	TO BE AMENDED
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): N/A
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

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

C2.02 – ***NOT USED***

C2.03 – ***NOT USED***

COMPENSATION PACKET RPR-2:

Resident Project Representative – Standard Hourly Rates – TO BE AMENDED

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

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

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[] based upon [(# of) full-time Sr. Construction Managers, (# of) full-time Regular Construction Managers, (# of) full-time Project Representative [I, II, III] on an eight-hour workday, Monday through Friday, over a [] [day, week] construction schedule.

D. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

E. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates - TO BE AMENDED

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

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

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-4:
Additional Services – Lump Sum**

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

C2.06 Compensation for Additional Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) a lump sum amount per additional service detailed in paragraph C2.06 A2.
2. The following is a list of the additional services the Engineer shall provide for the project:

Engineering & Topographic Surveys	\$10,000
Environmental Assessment & Impact Statement	\$15,000

B. Other Provisions Concerning Payment for Additional Services

1. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 2. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): N/A.
 3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- C. Period of Service: The compensation amount stipulated in Compensation Packet AS-4 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **Appendix 1** to **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 2024.

THE THRASHER GROUP, INC.
STANDARD RATE SCHEDULE
2024 RATES

Hourly Rate Schedule and Reimbursable Expenses Schedule

DESCRIPTION	RATE	UNIT
<u>Engineering Services</u>		
Principal Engineer	\$275.00	HOURL
Sr. Project Manager	\$210.00	HOURL
Project Manager II	\$190.00	HOURL
Project Manager I	\$170.00	HOURL
Assistant Project Manager	\$155.00	HOURL
Sr. Project Engineer	\$170.00	HOURL
Project Engineer II	\$155.00	HOURL
Project Engineer I	\$140.00	HOURL
Staff Engineer	\$115.00	HOURL
Project Coordinator	\$135.00	HOURL
Engineering Technician II	\$115.00	HOURL
Engineering Technician I	\$100.00	HOURL
Sr. Designer	\$155.00	HOURL
Designer	\$135.00	HOURL
CAD Technician II	\$115.00	HOURL
CAD Technician I	\$95.00	HOURL
Sr. Structural Engineer	\$210.00	HOURL
Sr. Structural Designer	\$180.00	HOURL
Structural Engineer I	\$150.00	HOURL
<u>Architectural Services</u>		
Principal Architect	\$250.00	HOURL
Senior Architect	\$235.00	HOURL
Architect	\$210.00	HOURL
Project Architect	\$145.00	HOURL
Staff Architect	\$130.00	HOURL
Senior Project Designer	\$175.00	HOURL
Design Professional III	\$130.00	HOURL
Design Professional II	\$110.00	HOURL
Design Professional I	\$90.00	HOURL
Construction Admin Specialist	\$155.00	HOURL
Architecture Technician	\$75.00	HOURL
Sr. Landscape Architect	\$145.00	HOURL
Landscape Architect	\$125.00	HOURL
Landscape Designer	\$105.00	HOURL
<u>Environmental Services</u>		
Sr. Environmental Project Manager	\$185.00	HOURL
Licensed Remediation Specialist	\$185.00	HOURL
Environmental Project Manager III	\$170.00	HOURL
Environmental Project Manager II	\$155.00	HOURL

Exhibit C – Appendix 1: Standard Hourly Rates Schedule.

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DESCRIPTION	RATE	UNIT
Environmental Project Manager I	\$140.00	HOURL
Environmental Scientist II	\$120.00	HOURL
Environmental Scientist I	\$105.00	HOURL
Environmental Technician II	\$90.00	HOURL
Environmental Technician I	\$80.00	HOURL
Professional Geologist	\$185.00	HOURL
Staff Geologist	\$115.00	HOURL
Asbestos Manager	\$125.00	HOURL

Survey Services

Principal Survey Manager	\$250.00	HOURL
Senior Survey Manager	\$165.00	HOURL
Survey Project Manager	\$145.00	HOURL
Assistant Survey Project Manager	\$130.00	HOURL
Survey Coordinator	\$115.00	HOURL
1-Person Crew	\$95.00	HOURL
2-Person Crew	\$145.00	HOURL
Sr. Mapping Project Manager	\$210.00	HOURL
Mapping Project Manager	\$155.00	HOURL
Assistant Mapping Project Manager	\$135.00	HOURL
Stereo Compiler II	\$115.00	HOURL
Stereo Compiler	\$95.00	HOURL
GIS Specialist	\$140.00	HOURL
GIS Analyst	\$125.00	HOURL
GIS Technician II	\$110.00	HOURL
GIS Technician I	\$95.00	HOURL

Construction Services

CS Market Leader	\$175.00	HOURL
Senior Construction Manager	\$135.00	HOURL
Construction Manager	\$120.00	HOURL
Senior Project Representative	\$105.00	HOURL
Project Representative II	\$95.00	HOURL
Project Representative I	\$85.00	HOURL
Material Testing Tech	\$85.00	HOURL
Laboratory Manager II	\$110.00	HOURL
Laboratory Manager I	\$100.00	HOURL
Laboratory Supervisor	\$90.00	HOURL
Laboratory Technician	\$80.00	HOURL
I&I Manager	\$115.00	HOURL
2 Person I & I Crew (Includes equipment)	\$275.00	HOURL
E&S/SWPPP Documentation	\$100.00	HOURL

Laboratory Testing

Standard Proctor (ASTM D698)	\$225.00	EACH
Modified Proctor (ASTM D1557)	\$300.00	EACH
Atterberg Limits (ASTM D4318)	\$150.00	EACH
Hydrometer Analysis (ASTM D422)	\$300.00	EACH
Compression Testing (Concrete / Grout / Mortar Cubes / Co)	\$22.00	EACH
Compression Testing (Masonry Blocks)	\$300.00	SET OF 3
Complete Soils Classification (ASTM D2487)	\$575.00	EACH
Floor Flatness Equipment	\$100.00	DAY
Asphalt/Concrete Core Drill	\$350.00	DAY

Exhibit C – Appendix 1: Standard Hourly Rates Schedule.

DESCRIPTION	RATE	UNIT
<u>Reproduction of Drawings</u>		
Printed Copies (11" x 17")	\$0.50	SHEET
Printed Copies (22" x 34")	\$1.10	SHEET
<i>* Reproduction in excess of the normal project requirement of three (3) sets of final construction drawings</i>		
Administrative	\$65.00	HOUR
Accounting	\$90.00	HOUR
Intern	\$70.00	HOUR
<u>Equipment</u>		
Robot-GPS	\$125.00	DAY
ATV/UTV (Four Wheeler)	\$50.00	DAY
Drone	\$80.00	DAY

Miscellaneous Notes

- 1) Overtime rate of 1.5x applies after 40 hours and weekends, Overtime rate of 2.0x on Holidays.
- 2) Fees will be billed per schedule above for time the work is performed. Out of pocket expenses will be reimbursed at cost, necessary mileage will be reimbursed at the federal rate in effect at the time the work is performed plus 20% and per diem will be reimbursed at the federal rate in effect at the time work is performed.
- 3) Expert Witness Testimony required by Client will be billed at an hourly rate plus 20% for the Classification required.
- 4) Miscellaneous services and expenses required by the Engineer to complete specialty services required by the client and to expedite project delivery. Engineering Consultants, Geotechnical, Land & Right of Way Acquisition, Specialized Inspection Services, Environmental, Historical & Cultural Surveys, Timber Appraisals, etc. will be billed on a cost plus 15% basis. Hourly Rates are subject to overtime at a rate of 1.5x after 40 hour and weekends, and 2.0x on holidays.
- 5) Projects bid as lump sum, or not to exceed, are based on a scope of work provided by respective project managers for the Client and agreed upon by both Parties. Rates may differ from the rate schedule provided, due to specific details outlined in the project scope. All out of scope work will be invoiced based on the rate schedule provided.
- 6) Rates are subject to periodic revision.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 2024.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

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

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages,
referred to in and part of the **Agreement
between Owner and Engineer for
Professional Services** dated November 2024.



**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

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

Exhibit E – Notice of Acceptability of Work.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 2024.

Construction Cost Limit - NOT USED

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 — *Designing to Construction Cost Limit*

- A. ~~Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[].~~
- B. ~~A bidding or negotiating contingency of [] percent will be added to any Construction Cost limit established.~~
- C. ~~The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- D. ~~Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- E. ~~If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- F. ~~If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 2024.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Bodily injury, each accident: | \$1,000,000 |
| 2) Bodily injury by disease, each employee: | \$1,000,000 |
| 3) Bodily injury/disease, aggregate: | \$1,000,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |
| g. Other (specify): | None |

Exhibit G -- Insurance.

2. By Owner:

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

\$1,000,000
- f. Other (specify): None

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. The Thrasher Group, Inc.
Engineer
 - b. _____
Engineer's Consultant
 - c. _____
Engineer's Consultant
 - d. _____
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 2024.

Dispute Resolution

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

H6.08 *Dispute Resolution*

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

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 2024.

Limitations of Liability

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

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

- B. *Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of 1 page,
referred to in and part of the **Agreement**
between Owner and Engineer for
Professional Services dated November 2024.

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

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

Description of Modifications:

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

Agreement Summary:

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

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

TOWN OF LOUISA
WASTEWATER TREATMENT PLANT DEMOLITION PROJECT
PRELIMINARY CONSTRUCTION COST ESTIMATE

Thrasher Project #T20-11169

December 2024

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization / Demobilization	1 LS@	\$ 10,000.00 /LS	\$ 10,000.00
2	Pre Construction Video	1 LS@	\$ 5,000.00 /LS	\$ 5,000.00
3	Erosion and Sediment Control	1 LS@	\$ 5,000.00 /LS	\$ 5,000.00
4	Miscellaneous Site Work to locate and abandon buried piping	1 LS@	\$ 15,000.00 /LS	\$ 15,000.00
5	Installation of Storm Sewer Infrastructure including piping and manholes and completing tie-in activities to existing storm system	1 LS@	\$ 15,000.00 /LS	\$ 15,000.00
6	Demolition of Existing Treatment Plant Structures including removal and proper disposal of waste material, and Site Restoration and Grading	1 LS@	\$ 40,000.00 /LS	\$ 40,000.00
CONSTRUCTION SUBTOTAL				\$ 90,000.00
CONSTRUCTION COST CONTINGENCY (10%)				\$ 9,000.00
TOTAL CONSTRUCTION COST				\$ 99,000.00

*This estimate has been prepared for pre-planning and funding purposes. Design services for this project have not been conducted

**This estimate includes the removal of existing above-ground structures from the site and crushing and abandonment of buried structures

***This estimate does not include activities to repurpose the site following demolition and site restoration.



**212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org**

To: Mayor Carter and Town Council Members
From: Craig Buckley, Interim Town Manager

Date: December 17, 2024
Re: CHA Consulting, Inc – Work Order No. 2024-4

Comments: CHA Consulting, Inc. is finalizing the work outlined in the RFP awarded as the Town continues to utilize ARPA funds to improve water and sewer infrastructure. The council will need to approve Work Order No. 2024-4.

WORK ORDER NO. 2024-4

**PROFESSIONAL ENGINEERING SERVICES
BETWEEN
OWNER AND ENGINEER
FOR
INFRASTRUCTURE OPERATIONS SERVICES (IOS)**

This Work Order is attached to and made part of and incorporated by reference to the Agreement by and between the Town of Louisa ("OWNER", "Town"), and CHA CONSULTING, INC. ("ENGINEER"), dated December 2, 2024, ("the Agreement"). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Work Order shall not be binding until it has been properly signed by both parties. Upon execution, this Work Order shall supplement the Agreement as it pertains to the project described below.

PART 1.0 – PROJECT UNDERSTANDING

This Statement of Work (SOW) outlines the scope, objectives, and deliverables for the Infrastructure Operations Services (IOS) project which includes a comprehensive condition assessment of valves and hydrants, exercising the valves, conducting hydrant exercising, static and residual pressure testing, and fire flow testing, as well as conducting unidirectional flushing (UDF) of the distribution system for the Town of Louisa. These activities are essential to meet these requirements below:

- To ensure that system valves are functioning properly.
- To verify that system valves are operable and capable of being exercised under normal conditions.
- To prevent the build-up of corrosion in the valves.
- Verify the condition and operational readiness of key valves throughout the system.
- To identify and document valves that may require repairs, replacement, or further inspection.
- To assess the system's capacity to meet required pressures and flow rates for ensuring the functionality, reliability, and safety of the distribution system and its fire protection capabilities during fire emergencies.
- To clean and improve the quality of water in a water distribution system.

PART 2.0 – SCOPE OF BASIC SERVICES TO BE PERFORMED BY THE ENGINEER ON THE PROJECT

CHA and its contractor, Hydromax, (the Team) will be exercising (operating) all specified valves in the water distribution system, inspecting their conditions, and reporting any issues found. Approximately seventy (70) valves will be exercised to include, but are not limited to, gate valves, butterfly valves, pressure relief valves, and isolation valves located across the water distribution network. The work will be performed in accordance with industry standards and best practices to ensure the integrity and reliability of the water system. The team will perform the following tasks for the valves:

- Inspect valves across the distribution system for visible signs of wear, corrosion, leaks, or any other condition that may affect their ability to open and close properly.
- Record the operational status of each valve, identifying valves that are inoperable or require maintenance or replacement.
- Provide a condition report for each valve, including photographs, descriptions of the observed issues, and recommended actions for repair or replacement.

The Team will also be responsible for exercising (operating) approximately one hundred (100) publicly owned and maintained hydrants in the water distribution system. The work will be performed in accordance with industry standards and best practices to ensure the integrity and reliability of the water system. Private hydrants will not be included in the assessment or exercising.

The team will perform the following tasks for the hydrants:

- Inspect hydrants across the distribution system for visible signs of wear, corrosion, leaks, or any other condition that may affect their ability to open and close properly.
- Record the operational status of each hydrant, identifying hydrants that are inoperable or require maintenance or replacement.
- Provide a condition report for each hydrant, including photographs, descriptions of the observed issues, and recommended actions for repair or replacement.
- Conduct fire flow testing of each hydrant.
- Record the static and residual pressure of each hydrant.

GIS x- and y- coordinates shall be captured for each valve and hydrant asset.

The Team will review the maps, hydraulic model, and master plan provided by the Town to create a network of valves to sequentially close based upon geography and the subsequent set of hydrants to open/exercise to isolate the pipes and create flow in a single direction to facilitate unidirectional flushing (UDF). The Team will then perform unidirectional flushing based upon the designated sequence.

Key Tasks and Responsibilities:

Task 1 – Project Management and Administration

The CHA team will host a kickoff meeting with the Town to familiarize Town staff with the program requirements for the various IOS O&M activities as well as the project timeline and deliverables. The project team will identify and discuss the existing data sources and systems necessary to facilitate project completion to include data shared from earlier Town projects.

This Project Management task will include various project status meetings that will include the project manager and task manager as well as other key project staff (as needed) to attend in-person and / or virtual meetings to provide project updates (progress, issues, field work schedule, support needs from the Town, schedule, budget status, etc.) to the Town.

CHA will prepare agendas and meeting summaries for these meetings.

Task 2 - Condition Assessment and Exercising of Valves

The team will use the data obtained from Work Order 2024-2 (WO-2), Asset Management Services, Task 2.2 (Valves – Asset Mapping) as the foundation to plan execution of valve activities and data capture.

The CHA team will review the Master Plan, Hydraulic Model, and maps provided by the Town to identify valves that should not be opened. Those valves shall be designated on the spreadsheet that the Team will provide to the Town to review and verify. These valves shall have a position of normally closed and designated as pressure regulating valves between zones. The Town will confirm which valves shall not be exercised prior to the Team arriving onsite and conducting activities.

The Team will review the maps, hydraulic model, and master plan provided by the Town to create an efficient grouping of valves (route) to be exercised based upon geography. The approach to perform the assessment and exercising shall be as follows:

- **Valves Identification and Prioritization:**
 - Review system maps and documentation to identify the valves that require exercising.
 - Prioritize valves based on their location, criticality, and operational importance.
- **Valve Exercising:**
 - Operate each valve fully open and fully closed to ensure proper function.
 - Assess the condition of each valve during the exercise, including checking for leaks, unusual resistance, or other operational issues.
 - For valves that are difficult to operate, investigate possible causes (e.g., corrosion, sediment buildup, or mechanical failure).
- **Inspection and Reporting:**
 - Inspect each valve for signs of wear, corrosion, or any mechanical issues that could impede operation.
 - Record the position of each valve, its operational condition, and any necessary maintenance or repairs.
 - Take note of valves that cannot be exercised or are in need of immediate repair.
 - Provide a detailed report of findings, including recommendations for repairs or maintenance.
- **System Impact and Safety:**
 - Ensure that valve exercises are conducted safely, with minimal impact on water supply and customer service.
 - If applicable, coordinate with local authorities, emergency services, or the public to minimize service disruptions during exercises.
 - Follow safety protocols and provide adequate training to personnel involved in valve exercising.
- **Documentation:**
 - Maintain a log of all exercised valves, including date, time, and results of the exercise.
 - Update system records with information about valve conditions and any recommendations for follow-up actions.

The team will adhere to industry standards for valve operation, maintenance, and safety. These standards include:

- **AWWA C500** – Standard for Gate Valves
- **AWWA C504** – Standard for Butterfly Valves
- **AWWA C508** – Standard for Pressure Relief Valves

All work will comply with local, state, and federal regulations governing water distribution systems. All valves will be exercised using appropriate tools and equipment to prevent damage to the valve or the system.

The team will use the valve asset inventory data tracking template to document valve activities. The template will also serve as a tracking log of all valves that were operated successfully as well as track valve deficiencies to include the following:

- Valves that are not accessible;
- Valves that are unable to be located;
- Valves to be raised;
- Valves that require minor repairs; and
- Valves that are misaligned.

If a valve is not able to be operated, the team will immediately notify the Town of Louisa staff for additional assistance and guidance. If additional maintenance is required, the team will provide a detailed list of each valve along with the deficiency and will act accordingly upon guidance from the Town of Louisa.

Standard valve data shall be captured in the template to include the GIS x- and y-coordinates, valve make, manufacturer, model, serial number, if accessible, as well as the number of turns to fully operate, the orientation (clockwise/counterclockwise) of the valve, determination of the installation date, estimated life expectancy, remaining useful life, and replacement cost. The valve data to be collected can be found on the Town of Louisa Asset Inventory spreadsheet valve tab in the Appendix.

Task 3 - Condition Assessment and Exercising of Hydrants

The team will use the data obtained from WO-2, Task 2.4 (Hydrants – Asset Mapping) as the foundation to plan execution of hydrant activities and data capture.

The CHA team will review the Master Plan, Hydraulic Model, and maps provided by the Town to identify publicly owned and maintained hydrants to be assessed and exercised. The Town will confirm and verify which hydrants are privately owned prior to the Team arriving onsite and conducting activities.

The Team will review the maps, hydraulic model, and master plan provided by the Town to create an efficient grouping of hydrants (route) to be exercised based upon geography. The approach to perform the assessment and exercising shall be as follows:

- **Hydrant Inspection**

- Inspect hydrants for physical damage, corrosion, leaking, or other conditions that could prevent proper operation during a fire event.
- Evaluate the hydrant's accessibility, as well as the functionality of the valve, nozzles, and lubricating mechanisms.
- Provide a condition report for each hydrant, documenting any issues and suggesting appropriate repairs, upgrades, or replacements.

- **Hydrant Exercising**

- Perform hydrant exercising by fully opening and closing each hydrant in a controlled manner to ensure that it operates smoothly and is not seized.
- Ensure that any debris or obstructions are cleared, and the hydrant operates correctly under normal pressure conditions.
- Record the number of hydrants exercised. Note any hydrants that are difficult to operate or require maintenance.

- **Static and Residual Pressure Testing**

- Conduct static pressure testing to measure the pressure at key locations in the distribution system when no water is being drawn.
- Conduct residual pressure testing by measuring pressure while water is flowing through the system, simulating real-world demands.
- Assess pressure consistency and compare results against industry standards and system design specifications.
- Document the results of each test, noting any discrepancies from expected values.

- **Fire Flow Testing**

- Perform fire flow testing at representative hydrants to determine the available flow during emergency situations.
- Measure the flow rate at each hydrant while maintaining a residual pressure of 20 psi (or other applicable minimum pressure as determined by the local fire code).

- Record the fire flow results for each hydrant tested and compare them to local fire flow requirements.

Standard hydrant data shall be captured in the template to include the GIS x- and y-coordinates, hydrant make, manufacturer, model, serial number, as well as the nozzle size, nozzle height, determination of the installation date, estimated life expectancy, remaining useful life, and replacement cost. The hydrant data to be collected can be found on the Town of Louisa Asset Inventory spreadsheet hydrant tab in the Appendix.

Task 4 - Unidirectional Flushing (UDF)

The team will conduct unidirectional flushing of the entire Town of Louisa distribution system. The purpose of UDF is to effectively and efficiently clean the pipes and remove accumulated debris and unnecessary contaminants from the system.

The team will consult the Town of Louisa staff to determine the areas where maintenance is most frequently performed and engage the Town to determine which sections should be prioritized for UDF. Areas with numerous water quality complaints to include dirty or cloudy water, water with an odor, or low water pressure complaints will also factor in the decision to prioritize UDF.

The team will review the Master Plan, Hydraulic Model, and maps provided by the Town to identify the valves and hydrants to be fully operated and the sequence in which each will be exercised to facilitate UDF. The team will provide a list of the valves and asset numbers as previously submitted in WO-2, Tasks 2.2 and 2.4 and perform QA/QC services in accordance with best practices. The team will also provide the route and sequence number of the associated valve(s) and hydrant(s) in a spreadsheet template. The template shall include the asset number, the route number, the sequence number, the date the asset was exercised, and the standard valve/hydrant data to include verification of the GIS x- and y-coordinates.

Deliverables

CHA will provide the following deliverables:

- **Condition Assessment Report:** A detailed report for each valve and hydrant inspected, with condition assessments and recommendations.
- **Valve Exercise Report:**
 - A comprehensive report detailing the status of each exercised valve, including the following:
 - Valve ID and location
 - Status (functional, difficult to operate, or inoperable)
 - Maintenance or repair recommendations
 - Any potential issues impacting system performance
 - A summary of the valves that were inoperable due to the following conditions:
 - Unable to be located
 - Inaccessible
 - Inoperable.
- **Hydrant Exercising Report:** A summary of the hydrants exercised, including any difficulties encountered, to include any hydrants that are dry.
- **Pressure Testing Report:** A comprehensive report detailing the results of static and residual pressure tests for each hydrant.
- **Fire Flow Test Report:** A detailed report summarizing fire flow testing results for each hydrant.
- **Unidirectional Flushing Spreadsheet:** A detailed list of the route to be followed and subsequent sequence of valves and hydrants in that route to be operated (fully opened and fully closed).

- **Final Summary Report:** A final report consolidating collected data and findings, along with an executive summary and prioritization of recommended actions.
- **Updated System Documentation:**
 - Updated valve records in the data management spreadsheet.
 - A log of all valve exercises, including dates, locations, and results.

Personnel and Equipment Requirements

The Team shall provide qualified personnel with expertise in valve operation and inspection, including certified water system operators or technicians. The team will provide all necessary tools and equipment to include, but are not limited to, valve wrenches, operators, lubrication materials, and safety gear (e.g., gloves, goggles, high-visibility vests).

The team will mobilize specialized equipment required for access or valve operation.

Safety Requirements

All personnel will comply with relevant safety protocols and procedures to ensure safe valve operation. Work will be performed in compliance with OSHA regulations and any local safety ordinances. Hazardous conditions (e.g., confined space entry, working near high-pressure systems) will be addressed with the proper safety measures in place.

The team will adhere to applicable safety regulations, including the Occupational Safety and Health Administration (OSHA) standards and any local or state-specific requirements. All work will be performed in compliance with local utility standards and fire code regulations.

Team personnel shall be donned in appropriate personal protective equipment (PPE) and be identified as a contractor of the Town of Louisa.

Assumptions and Constraints

- All necessary permits, approvals, and access to the distribution system will be provided by the client.
- Town of Louisa staff will be available to accompany the CHA project team as necessary during field activities to provide guidance to address unforeseen issues.
- To minimize travel costs, the testing will be performed during agreed-upon working hours which may include extended hours.
- The scope of work assumes that the distribution system is accessible and that no significant obstructions will be encountered during the condition assessment.
- It is assumed that all hydrants and valves to be inspected are accessible and free from any significant barriers that would hinder testing or maintenance activities.
- The client will provide historical data, system maps, and any other relevant documentation to include data obtained from the Asset Management Task Order.
- The Town of Louisa will be responsible for repairs to any valves or hydrants identified during the assessment.
- Valves or hydrants that are not able to be operated shall be addressed jointly by the Town of Louisa and the CHA project team to determine the impact to the UDF. If necessary, valves and hydrants deemed inoperable may be excluded from the UDF.

PART 3.0 – PERIODS OF SERVICE

The valve assessment and exercise project will be completed within sixty (60) days from the start date. Work will be scheduled during low-demand periods or in coordination with system operators to minimize disruptions to water service as well as traffic.

The hydrant assessment and exercise project will begin upon completion of the valve project and will be completed within sixty (60) days of initiation. Work will be scheduled during low-demand periods or in coordination with system operators to minimize disruptions to water service.

The UDF project will begin one week of completion of the hydrant assessment and exercise project and will be completed within sixty (60) days of initiation. This is dependent upon finalization of the hydraulic model and any decisions necessary regarding valves or hydrants that are inoperable.

A detailed project schedule (draft) will be discussed during project kickoff and finalized after that.

PART 4.0 – PAYMENTS TO ENGINEER

The fee for the work outlined in this proposal is as follows:

CHA will complete this project for a lumpsum fee of \$308,800. Our costs include travel and lodging expenses for estimated field work for the project based upon client availability.

Task	Fee (\$)
Task 1: Project Management and Administration	\$29,900
Task 2: Valve Assessment and Exercising	\$71,600
Task 3: Hydrant Assessment and Exercising	\$79,700
Task 4: Distributed System Flashing (Unidirectional Flushing)	\$127,600
Project Totals:	\$308,800

PART 5.0 – OTHER

This Work Order is executed this ____ day of _____, 2024.

TOWN OF LOUISA, VIRGINIA

CHA CONSULTING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Town of Louisa
Project / Work Order
Status

RFP Project List and Work Order Status:

RFP - Project Number	Project Description per the RFP	CHA's Work Order*	Work Order Status
A	Complete the GIS mapping using the IAMGIS software. Record the location of infrastructure to sub-meter accuracy on an X,Y, and Z axis and draw it in on the map.	2024-1, 2 and 3	Ongoing
B	Pipes - (Water & Sewer including Service Laterals) record location, type, diameter, condition, estimated date of installation, estimated cost to replace factoring in depreciation.	2024-1, 2 and 3	Ongoing
C	Valves - record location, type, diameter, turns to close, estimated date of installation and estimated cost to replace factoring in depreciation.	2024-2	Ongoing
D	Exercise and evaluate the condition of each water valve, provide information on whether the valve works, opens and closes properly, needs to be replaced, etc.	2024-4	Scope & Fee Submitted
E	Meters - record location, manufacturer size, meter serial number, ERT serial number, estimated date of installation and estimated cost to replace factoring in depreciation.	2024-2	Ongoing
F	Hydrants - record location, manufacturer, size, turns to close, estimated date of installation and estimated cost to replace factoring in depreciation.	2024-2	Ongoing
G	Exercise and evaluate the condition of each fire hydrant, provide information on whether the fire hydrant opens and closes properly, needs to be repaired, replaced, etc. Record static pressure, fire flow, residual pressure according to either AWWA, NFPA, or ISO standards.	2024-4	Scope & Fee Submitted
H	Water Tanks - record location, size, type, estimated date of installation and estimated cost to replace factoring in depreciation.	2024-2	Ongoing
I	Conduct a unidirectional flush of the entire water distribution system.	2024-4	Scope & Fee Submitted
J	Update the hydraulic model.	2024-1 and 6	LSLI project is used for Water. WO-5 will take care of Sewer.
K	Inventory of Lead Service Lines that may exist in the Water system and record location, size, type, estimated date of installation and estimated cost to replace factoring in depreciation.	2024-1	Ongoing
L	Manholes - record location, depth, pipe in pipe out, type (pre-cast, concrete block, well casing, rehabbed, etc.) lid type, lid diameter estimated date of installation and estimated cost to replace factoring in depreciation.	2024-3	Contract Executed; Kickoff Meeting to be scheduled
M	Sewer Pump Stations - record location, size, type, estimated date of installation and estimated cost to replace factoring in depreciation.	2024-2	Ongoing
N	Sewer Clean Outs at Property Lines - record location, size, material, and direction of flow.	2024-2	Ongoing
O	Conduct a sanitary sewer evaluation study to determine the hydraulic capacity and impact of inflow and infiltration on the sewer system. Focus areas that were rehabilitated in the early 2000s. Include sewer camera work, sewer flow monitoring, and smoke testing.	2024-3 and 6	2024 - 3 Contract Executed; 2024-5 Scope and Fee is being developed
P	Develop a Water and Sewer System Asset Management Plan that includes a Business Operations Plan. Create a condition and value for every asset in the water and sewer system. Establish a consequence of failure, prioritized list for replacement or rehabilitation, with recommended dates improvements and projected cost.	2024-2	Ongoing
Q	Examine water/sewer rates to set future rate goals that cover projected operational costs, reserve contributions, debt service, inflation, replacement costs, etc.	2024-5	Developing scope & fee

***CHA's Project / WOs**

1. 2024-1: Lead Service Line Inventory
2. 2024-2: Asset Management Services
3. 2024-3: SSES and Flow Monitoring Services
4. 2024-4: Infrastructure Operations Services
5. 2024-5: Sewer Modeling Services
6. 2024-6: Examine Water / Sewer Rates

ARPA Funding Status:

ARPA Allocation Target	\$1,300,000
2024 - 2: AM Services	\$431,200
2024 - 3: SSES and Flow Monitoring Services	\$342,650
2024-4: IOS Services	\$308,800
Total Approved	\$773,850
Total Submitted	\$1,082,650
Remaining	\$217,350

Sewer Modeling Services will cover it.



Incorporated 1873

**212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org**

To: Mayor Carter and Town Council Members
From: Craig Buckley, Interim Town Manager

Date: December 17, 2024
Re: ARPA Project Funds Appropriation

Comments: Attached is the allocation of ARPA Funds as prepared by the Town over the past few years. Contracts were awarded through the RFP process on the Commonwealth of Virginia's eVA website or through current corporative contracts. All funds were allocated in the April 2024 report, due annually to the State of Virginia, who oversees the Federal APRA funds. It is a requirement that funds be committed and allocated by the end of December 2024 and all funds be spent by December 2026. The Town is committed to use this funding to improve the water and sewer infrastructure that the Town maintains. All projected outlined support that goal. Council will need to approve the project allocations.

Town of Louisa ARPA Funds

Project	Cost Estimate	Spent as of 11/19/24	Contractor	Notes
Loch Lane Manhole & Line Rehab	\$ 26,657.19	\$ 26,657.19	Central Virginia Contractors, Inc.	Cooperative Contract with the County of Louisa used to procure services. Project Complete FY24
Cutler Avenue Water Line Replacement	\$ 48,250.56	\$ 8,650.56	Central Virginia Contractors, Inc.	Cooperative Contract with the County of Louisa used to procure services. Supplies paid for in FY24 (Fortiline); line replacement in FY 25 (submitted price \$39,600)
W/S Infrastructure	\$ 1,300,000.00	\$ 24,864.00	CHA	Contract Award after RFP - 3 WO approved to date - task list to cover 1,300,000
Engineering D/D Old Treatment Plant	\$ 75,000.00	\$ -	Thrasher	Contract Award after RFP - PER and Design
Replace Large/Problematic Meters	\$ 250,000.00	\$ 37,494.26	Central Virginia Contractors, Inc.	Cooperative Contract with the County of Louisa used to procure services. Supplies paid for in FY25 (Ferguson); line replacement in FY 25 submitted price \$220,000 - contingency could create a cost overrun of \$7,494.26
Construction D/D Old Treatment Plant	\$ 98,108.25	\$ -	Thrasher	Contract Award after RFP - Funds Allocated after PER and Design Complete to begin demo and aid new purpose - FY 25 submitted price \$99,000 - contingency could create a cost overrun of \$891.75
Totals	\$ 1,798,016.00	\$ 97,666.01		



Incorporated 1873

**212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org**

To: Mayor Carter and Town Council Members

From: Craig Buckley, Interim Town Manager

Date: December 17, 2024

Re: 2025 Holiday Schedule

Comments: Council will consider approval of the attached 2025 Holiday Schedule.



Town of Louisa 2025 Holiday Schedule

The following is a list of holidays for the Town of Louisa for 2025:

Holiday	Date
New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025
George Washington Day	Monday, February 17, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Columbus Day & Yorktown Victory Day	Monday, October 13, 2025
Election Day	Tuesday, November 4, 2025
Veterans Day	Tuesday, November 11, 2025
Thanksgiving – Half Day (4 Hours)	Wednesday, November 26, 2025
Thanksgiving Day	Thursday, November 27, 2025
Day after Thanksgiving	Friday, November 28, 2025
Christmas Eve	Wednesday, December 24, 2025
Christmas	Thursday, December 25, 2025
Day after Christmas	Friday, December 26, 2025
New Year's Eve – Half Day (4 Hours)	Wednesday, December 31, 2025

Town of Louisa Police Department

Traffic and Activity Report of November 2024

November

Accidents	2024 Month	2024 Y-T-D	2023 Y-T-D	Year End		Year End	+/- Change	
Description	Nov 2024	Nov 2024	Nov 2023	Project E-O-Y		Total 2023	#	%
Ejection	0	0	0	0		0	0.00	n/a
Entrapment	0	1	1	4		0	4.00	n/a
Injury	0	5	7	6		3	3.00	100%
No Injuries	6	50	56	55		59	(4.45)	-8%
Unknown Injury	0	4	6	8		6	2.00	33%
Pedestrian	0	0	0	0		0	0.00	n/a
Alcohol Related	0	3	5	2		0	2.00	n/a

Citations	2024 Month	2024 Y-T-D	2023 Y-T-D	Year End		Year End	+/- Change	
	Nov 2024	Nov 2024	Nov 2023	Project E-O-Y		Total 2023	#	%
Total Citations	6	127	119	155		152	3.00	2%
Total Warnings	2	51	70	60		257	(197.00)	-77%
Total Parking	0	2	0	2		0	2.18	n/a

Calls for Service	2024 Month	2024 Y-T-D	2023 Y-T-D	Year End		Year End	+/- Change	
	Nov 2024	Nov 2024	Nov 2023	Project E-O-Y		Total 2023	#	%
TOTAL	126	1238	1439	1330		1763	(433.00)	-25%

Traffic Stops & Reports/No Reports	2024 Month	2024 Y-T-D	2023 Y-T-D	Year End		Year End	+/- Change	
	Nov 2024	Nov 2024	Nov 2023	Project E-O-Y		Total 2023	#	%
Traffic Stops	12	135	184	147		234	(86.73)	-37%
Case Reports	13	132	112	144		159	(15.00)	-9%
Incident Reports	8	107	156	119		196	(77.00)	-39%

Town of Louisa Police Department

MONTHLY CRIME REPORT

November

Reported Crime Month of November 2024

Group A Offenses	2024 Month	2024 Y-T-D	2023 Y-T-D	Year End	Year End	+/- Change	
	November	November	November	Projected	Total	#	%
	2024	2024	2023	End of yr	2023		
Crimes Against Persons							
Kidnapping/Abduction	0	0	0	0	0	0.00	n/a
Forcible Fondling/ Sex Offense	0	1	5	1	0	1.09	n/a
Aggravated Assault	0	5	5	5	4	1.45	36%
Simple Assault	2	12	4	13	22	(8.91)	-40%
Intimidation	0	3	0	3	1	2.27	227%
Crimes Against Property							
Counterfeiting/Forgery	0	4	8	4	3	1.36	45%
Destruction/Damage/Vandalism of Property	1	13	21	14	14	0.18	1%
Burglary/ B&E	2	4	2	4	0	4.36	n/a
False Pretenses/Swindle/Confidence Game	0	1	7	1	2	(0.91)	-45%
Credit Card/Automatic Teller Fraud	0	3	3	3	2	1.27	64%
Impersonation	0	1	0	1	2	(0.91)	-45%
Wire Fraud	0	2	3	2	0	2.18	n/a
Petit Larceny	3	18	14	18	11	7.00	64%
Shoplifting	4	10	14	11	6	4.91	82%
Theft from Building	0	4	0	4	3	1.36	45%
Theft from Motor Vehicle	0	0	2	0	2	(2.00)	-100%
Theft from Motor Vehicle Parts/Accessories	0	2	0	2	0	2.18	n/a
All Other Larceny	0	8	4	9	7	1.73	25%
Motor Vehicle Theft	0	2	0	2	1	1.18	118%
Stolen Property Offenses	0	0	1	0	1	(1.00)	-100%
Crimes Against Society							
Drug/Narcotic Violations	0	3	3	3	1	2.27	227%
Drug Equipment Violations	0	0	0	0	2	(2.00)	-100%
Weapon Law Violations	0	0	3	0	1	(1.00)	-100%
Total	12	96	99	100	85	15.00	18%

Group B Arrests	2024 Month	2024 Y-T-D	2023 Y-T-D	Year End	Year End	+/- Change	
	Nov	Nov	Nov	Projected	Total	#	%
	2024	2024	2023	End of yr	2023		
Driving Under the Influence	1	2	6	2	1	1.2	118%
Public Intoxication	0	2	1	2	0	2.2	n/a
Trespass	0	0	1	0	0	0.0	n/a
All Other Offenses	4	15	22	16	15	1.4	9%
TOTAL	5	19	30	21	16	4.7	30%

November 2024

Streets

The following routine maintenance operations were performed of all Town of Louisa owned right of ways.

Conducted refuse and debris removal from Main Street.

Trimmed hazardous Tree limbs over hanging PD storage building and parking area.

Utilized bucket truck to clean road main entrance windows at Town Hall.

Began clearing of Pine Ridge Sewer Easement.

Public Works

The following routine operations were performed Miss Utility tickets, locate tickets, installation and repair of meters, record management.

Started leaf removal on Main Street.

Replaced fire Hydrant on Ellisville Drive.

Began verifying missing or inaccurate meter and Ertz information found within Temetra to increase the accuracy of the information found within Temetra.

Assisted CHA with the start of the asset management survey.

Completed the replacement of all known problem meters. And are addressing all new issue meters as the spring up.

Installation of Xmas Wreaths with assistance with traffic control from Louisa Police Department Staff.

Facilities

Installation of security cameras at the shop. Replacing Photocells for shop lights. Replacement of indoor bulbs located outside of gas house. These were replaced with exterior Led Bulbs.

Personnel- Employees attended the following Trainings.
Stihl Demo/ Chainsaw Safety Training -November 4th, 2024
Continued weekly safety training sessions and meetings

Administration- Superintendent worked on the following administrative areas needing to be addressed.

- Purchase of Dump Trailer and registration of Dump Trailer
 - Reaching out to VDOT counterparts to formulate Town of Louisa Snow School Training program.
 - Began researching small scall street sweeper and receive quotes for upcoming budget.
- Working with Dominion staff on getting conduits and photocells replaced on main street due to numerous safety concerns.