

March 29, 2023

Josh Arneson
Town Manager
Town of Richmond

RE: Proposal for Engineering Services, Service Line Inventory and Lead Service Line Replacement Plan Development, Richmond Water Department

Dear Mr. Arneson,

MSK Engineers (MSK) is pleased to provide this letter proposal for engineering services to assist the Town of Richmond with preparing a service line (SL) inventory and lead service line (LSL) replacement plan for the town's public community water system (the Richmond Water Department, WSID VT0005084), as required by the federal Lead and Copper Rule Revisions (40 CFR Part 141 Subpart I, LCRR). These new federal regulations require every public community water system in the country to prepare a service line inventory and lead service line replacement plan prior to October 2024. The Vermont Department of Environmental Conservation (VTDEC) has published a guidance document that establishes state requirements for SL inventories. These requirements include reviewing available records, performing site visits to observe SL materials at building entrances, and classifying pipe materials for the entirety of every SL connected to the water system, regardless of ownership.

MSK has been working with the Town of Bennington, Vermont since 2017 to identify SL materials and replace LSLs. We have helped Bennington procure \$11 million in funding from the DWSRF program (loans subsidized by 100% principal forgiveness), and have comprehensively managed the financial, administrative, and technical aspects of this project from the initial scope study phase through LSL replacement and construction close-out. Through this project we have developed and maintained data management systems to organize, track, and analyze information gathered during record reviews, customer outreach, SL material observations, and analysis of water quality samples.

We are the first in the nation to implement a stepwise approach to SL identification that leverages multiple techniques to accurately identify SL materials in a cost-effective manner. We are currently collaborating with experts at USEPA's office of research and development on a peer-reviewed paper about our experience.

Our approach to SL Inventory development is informed by and consistent with VTDEC's guidance document and SL inventory template. For the Town of Richmond, we will prepare a SL inventory based on information gathered during records reviews, customer outreach, and observation of SL materials. We will organize information we collect in a data management system developed specifically for your water system and will produce a service line inventory in the format of VTDEC's template. We provide a letter report that describes the basis for developing the service line inventory and will submit the final inventory to VTDEC for review and approval.

If lead, unknown, or galvanized service lines are encountered during SL inventory development, a Lead Service Line Replacement Plan (LSLRP) must be prepared and submitted to VTDEC before October 2024. The LSLRP must include a strategy for identifying pipe materials at connections where the SL Inventory indicates the materials are unknown; a procedure for replacing LSLs; procedures for notifying customers before a LSL replacement is performed; and a prioritization strategy for conducting LSL replacements. If



water quality data from routine compliance samples exceed the lead trigger level (10 ppb) or lead action level (15 ppb) in the LCRR, the water system may be required to implement SL identification and LSL replacement according to this plan.

If a LSLRP is necessary, we will collaborate with you to develop a LSLRP that includes standard procedures that prioritize LSL replacements and provide a draft schedule for completing replacements based on regulatory requirements and available project funding.

The LCRR includes new regulatory requirements that relate to routine distribution operations, maintenance and compliance of water quality monitoring. These new requirements include revising existing lead and copper sampling plans based on new tier rankings (in the LCRR) and results from the SL Inventory; additional customer notification requirements prior to conducting a LSL replacement or disturbing service for a connection with a LSL or SL of unknown materials; and requirements for water quality monitoring at schools and childcare facilities served by the water system. Based on the results from SL Inventory development, we will review the water system's existing lead and copper compliance sampling locations and provide recommendations for changes to these sampling sites, as necessary to attain compliance with these new regulatory requirements.

We will coordinate with you and Allen to obtain copies of available water department records pertaining to service line construction dates and pipe materials, and will review information obtained from a VTDEC records request, electronic VTDEC permitting database, records provided by the water department, and the town's property records (which may contain construction dates for buildings connected to service lines). We will create a database to organize this data and characterize the pipe materials on the public and private side segments of each service line in accordance with VTDEC guidance. MSK will coordinate with you to provide outreach to the water department's customers to observe SL pipe materials at building entrances for connections with service lines constructed prior to 1989. This task will require entering basements of homes and buildings. We will also develop and implement a customer outreach campaign to raise customer awareness and obtain participation in this project. We anticipate this outreach campaign will include direct mailings, email messages, phone calls, and door-to-door canvassing. Our direct mailings will provide residents opportunities to upload photographs of their SLs to our project database, and to directly schedule a site visit appointment with MSK via a web-based scheduling service.

We will provide you with electronic database files for the SL inventory and will provide a letter report to accompany the SL inventory and describe the information used to classify inventoried pipe materials. We will prepare a draft lead service line replacement plan for your review and will provide letters to residents and homeowners notifying them of the presence of unknown and lead service lines based on the determinations in the SL inventory.

Our proposed project budget is \$43,300 which reflects our level of effort to perform records reviews, SL observations, and outreach at every service connection before preparing a SL inventory and LSL Replacement Plan. We believe this budget represents a not-to-exceed amount based on our conversations with CWD's distribution division. From these conversations, we understand that CWD has records information about SL materials that documents a portion of the system's SLs were constructed after 1989 (after the prohibition on the use of lead pipe for drinking water), and therefore will be categorized as not lead without requiring a SL observation or site visit. We also understand that CWD is planning to complete SL observations when they are entering service connections to maintain/replace meters or perform other routine tasks. We hope this collaborative approach will reduce our level of effort expended on this project, which will reduce project costs. A proposed budget summary and level of effort



table is attached. We will prepare invoices for our services on this project on a time and expenses basis in accordance with the attached agreement.

The State of Vermont's Drinking Water State Revolving Loan Fund (DWSRF) recently amended its intended use plan (IUP). This amended IUP identifies the town of Richmond as being eligible for up to **\$43,369** of planning loan funds to prepare a service line inventory and lead service line replacement plan (Planning loans are 0% interest, repayment is deferred for five years from the date the loan is issued.) The DWSRF has also published a streamlined loan application specifically for SL inventory projects, a partially completed loan application is attached to this proposal. We are available to assist with preparing and submitting planning loan applications at your request. A partially completed planning loan application is enclosed with this proposal.

Upon receiving your notice to proceed with this project, our initial activities will include coordinating submission of a planning loan application to the DWSRF program. Once the planning loan application has been approved, we will contact you to schedule a project kickoff meeting to discuss records reviews and customer outreach. We anticipate that this project will require about a year to complete as the calendar time required to access homes and observe SL materials will depend on customer/public engagement in this project. We plan to provide you with a draft service line inventory and lead service line replacement plan in the spring of 2024.

We appreciate this opportunity and are excited to work with you. Please do not hesitate to contact either of us if you have any questions regarding this proposal or the Lead and Copper Rule Revisions.

Sincerely,

A handwritten signature in black ink that reads 'Pat Smart'.

Patrick Smart, PE
Senior Engineer

MSK Engineers

Encl.

C: Aubrey Ferris, MSK Allen Carpenter, Richmond Water Department

**Richmond Water Department
Service Line Inventory and Lead Service Line Replacement Plan
Project Budget**

	Tasks	Person Hours					Billed Costs				Totals
		DOLMETSCH	SMART	MCRAE			Travel - Mileage	Travel - Lodging and Per Diem	Outreach Costs - Mailings, Website	Field Supplies	TOTAL COST
		Principal Engineer	Licensed Engineer III	Technician V	Technician II	Engineer I					
1	Records Review and Data Input										\$11,195
	Records Review / Data Input		4			80					\$8,460
	Data Input to DMS			3		25					\$2,735
2	Outreach and SL Observations										\$20,980
	Initial Mailing / Outreach			1		8			\$1,000		\$1,880
	Site Visits, SL Observations				100	50		\$5,000		\$350	\$19,100
3	Reporting										\$5,925
	Data analysis					4					\$380
	SL Inventory Preparation and Submittal		2			8					\$1,190
	SL Inventory Report		2			8					\$1,190
	Notification to Owners and Residents		1			8			\$1,000		\$1,975
	LSL Replacement Plan		2			8					\$1,190
4	Project Management and Coordination										\$5,200
	DMS Management			7		4					\$1,220
	Internal coordination, project administration	2	4	4		4					\$2,260
	Client coordination, project management		4	4		4					\$1,720
	Total Hours	2	19	19	100	211					
	Labor Rate	\$270	\$215	\$120	\$90	\$95					
	TOTAL COST	\$540	\$4,085	\$2,280	\$9,000	\$20,045	\$0	\$5,000	\$2,000	\$350	\$43,300

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date of signature (“Effective Date”) between the Town of Richmond (“Owner”) and MS&K, Inc. (“Consultant” or “MSK”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: Engineering services to prepare a service line inventory and lead service line replacement plan for the Town of Richmond (the Water System), and to assist in securing funding from the Vermont Drinking Water State Revolving Loan Fund (DWSRF) (“Project”).

Consultant’s services (“Services”) under this Agreement are generally identified as follows:

1. **Service Line Inventory.** Consultant will prepare a service line inventory for the Town of Richmond Water Department. The service line inventory will be prepared in the format required by VTDEC, will categorize pipe materials for every service line as either lead, not lead, or unknown, and will include information about the location of each service line. Consultant will prepare a letter report to document the approach used to prepare the service line inventory and basis for pipe material classifications. Consultant will prepare the service line inventory based on review of available records pertaining to service line year of construction and pipe materials obtained from the Owner and the VTDEC public drinking water program, and observations of service line pipe materials near building entrances at the Water System’s service connections. Consultant will make up to three attempts to contact residents and property owners of the Water System’s service connections to observe service line materials. These attempts will include at least one letter delivered via US Mail, door-to-door site visits, and scheduled appointments to access buildings and observe service lines.

2. **Lead Service Line Replacement Plan.** Consultant will prepare a lead service line replacement plan that meets the requirements of the Federal Lead and Copper Rule Revisions (LCRR, 40 CFR Part 141 Subpart I).

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above (“Additional Services”).

- B. Consultant shall commence work on the project within three weeks of receiving notice to proceed with the project from the Owner.

- C. Consultant shall provide Owner a draft service line inventory, letter report, and Lead Service Line Replacement Plan by June 30, 2024. Consultant shall respond to comments provided by Owner and submit

a final service line inventory, letter report, and lead service line replacement plan to VTDEC prior to October 16, 2024.

- D. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant 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) in addition Consultant may, after giving seven days written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- A. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment – Lump Sum*

- A. Owner shall pay Consultant for Basic Services set forth as follows:
 - 1. A Lump Sum amount of \$43,300.00.
 - 2. Consultant 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.
 - 3. The Lump Sum includes compensation for Consultant's services and services of subconsultants. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses listed on Appendix 1 attached hereto), and subconsultant charges.
 - 4. Whenever Consultant is entitled to compensation for the charges of Consultant's subconsultants, those charges shall be the amounts billed by the subconsultant's to Consultant times a factor of eight percent (8%).
 - 5. In addition to the Lump Sum amount, reimbursement for the following expenses: None.
- B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any. Consultant's standard hourly rates are attached as Appendix 1.

2.04 Exclusions: None.

3.01 *Termination*

A. The obligation to continue performance 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 Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.

b. By Consultant:

1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of notice; 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 Consultant's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) 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 Consultant 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, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Consultant 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. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant 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.
- B. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have 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 Consultant of full payment due and owing for all Services and Additional 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 Consultant, 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 Consultant;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Consultant 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 Consultant; and
 4. such limited license to Owner shall not create any rights in third parties.
- C. Owner and Consultant 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.
 - D. To the fullest extent permitted by law, Owner and Consultant (1) 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, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant, whichever is greater.
 - E. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant 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, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - F. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - G. This Agreement is to be governed by the law of the state in which the Project is located.
 - H. Consultant's Services and Additional 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; (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; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *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. §§5101 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.


8.01 *Attachments: Appendix 1, Consultant's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: Town of Richmond

Consultant: MS&K, Inc.

By: _____

By:  _____

Print name: _____

Print name: Jason M. Dolmetsch, P.E.

Title: _____

Title: President

Date Signed: _____

Date Signed: March 27, 2023

This is **Appendix 1, Consultant's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Consultant for Professional Services

Consultant's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

Job Description	Billing Rate – Per Hour
Principal Engineer	\$270.00
Licensed Engineer I	\$150.00
Licensed Engineer II	\$190.00
Licensed Engineer III	\$215.00
Licensed Engineer IV	\$240.00
Licensed Surveyor	\$150.00
Surveyor	\$130.00
Engineer I	\$95.00
Engineer II	\$105.00
Engineer III	\$120.00
Engineer IV	\$140.00
Technician I	\$70.00
Technician II	\$90.00
Technician III	\$105.00
Technician IV	\$120.00
Technician V	\$140.00
Technician VI	\$190.00

B. *Expenses:*

Subconsultant & Vendor Expenses:

Subconsultants @ cost plus 8% Outside
Vendors @ cost plus 8%

Administrative Expenses:

Postage & Shipping @ Cost
Other Administrative Expenses @ Cost

Reproductions (provided in-house):

8.5 x 11 one-sided copy @ \$0.08/each
8.5 x 11 two-sided copy @ \$0.12/each
24 x 36 print @ \$5.00/each
36 x 48 print @ \$8.00/each
Mylar or Vellum plots @ \$15.00/each

Travel Related Expenses:

Auto Travel (to include fuel & service charges): N/A
Other Travel (to include air fares, rentals, tolls, etc.): N/A
Meals & Lodging: N/A

Vermont Drinking Water State Revolving Fund (DWSRF)

Service Line Inventory Loan Application

Municipal Water System Version (private systems please use the other version)
Technical review by Vermont Department of Environmental Conservation
Financial review and loan agreements by Vermont Bond Bank

Borrower Information and Contacts

Municipality legal name:

Water system name:

WSID # (3-5 digits):

Mailing Address:

SAM.gov Unique Entity ID (12 character):

Full SAM.gov registration is not required, but to be a subrecipient of federal funds including a DWSRF loan, there must be a publicly visible entry that DEC staff can review.

Municipal Water System Personnel and/or Board Members

List all people who will authorize or manage the loan in roles such as

Town/City: Manager; Public Works Director; Clerk; Treasurer; Financial Manager; etc.

Governing Body/Selectboard/Prudential Committee: Chair; Treasurer; Clerk/Secretary; Member.

Start with the Authorized Representative and Alternate Auth. Rep. and provide their contact info. Add pages for additional names if needed. Have each person sign the application. **A signature below certifies review and approval of the entire completed loan application.** The Consultant will be added in the next section. The Designated Operator role does not need to be added to the loan application unless they are in one of the other roles.

Authorized Representative (who has authority to sign legal and financial agreements):

Name Title/Role:

Phone: Email:

Signature Date

Alternate Authorized Representative (backup for Authorized Representative):

Name Title/Role:

Phone: Email:

Signature Date

Other personnel/board members:

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Name	Title/Role:
Phone:	Email:
Signature	Date

Consultant / Contractor:

Firm Name:	Contact Name:
Mailing Address:	
Phone:	Email:
Relevant experience and qualifications for service line inventory:	

Project Details and Loan Request

Project Title: Service Line Inventory

Loan purpose and terms: Community and NTNC water systems are required under the Lead and Copper Rule Revisions to submit a service line inventory (SLI) by October 2024. Specific [requirements](#) for the inventory format and its development are set by the Drinking Water and Groundwater Protection Division. The most current funding information will be available from the [DWSRF](#) program. Loan terms will be 0% interest and fees. Repayment will start 5 years after the loan agreement, split into 5 annual payments. Any loan forgiveness proposed on SLI priority list may be issued in portions as the annual portfolio of loans under that grant develops. If the SLI leads to a subsequent DWSRF construction loan, the SLI loan may be rolled into that construction loan.

Project General Tasks: General categories of tasks that are eligible for these loans and may need to be completed are listed below and should be considered in development of the contract or Engineering Services Agreement. Note that the final SLI must cover portions owned by both the water system and the customer. Do not include the scope or budget of other planning work the contractor may complete for the water system (e.g., asset management planning, preliminary engineering). If other DWSRF-eligible and fundable work will be completed on a similar timeline, a single loan agreement may be developed, but loan applications must be submitted separately.

1. Record Review

- Meet with water system personnel. Review water system records for service line info.
- Review other available documentation (e.g., Town Clerk office, DEC regional office (including online [permit search](#)), [Act 250 permits](#), local plumbers and former water system staff, etc.)

2. Survey and Inspection

- Survey customers for service line information.
- Where necessary, inspect the customer side of the service line (building inlet).

3. Inventory Spreadsheet and Replacement Plan

- Enter inventory data for each service line into the state inventory spreadsheet template.
- Where required based on the inventory, develop the Lead Service Line Replacement Plan.

Project Specific Information: Describe the anticipated tasks to be completed by the contractor for this specific water system and the general methods. These will differ among water systems depending on current records, system age, material types, history of distribution upgrades, etc. If including a draft or executed contract or ESA that includes this information, enter “see attached”.

Number of service lines to be inventoried (per [DWGPD instructions](#)):

General budget explanation for tasks (costs per project and/or per service line, or enter "see attached"):

Anticipated total inventory project cost: \$

Amount requested for this loan: \$

Borrower financial info

Borrower fiscal year:	Calendar (Jan – Dec)	State Fiscal (July – June)
	Federal Fiscal (Oct – Sept)	Other:

Current water system debt (not including this loan): Total:

- Expected to pay off within 5 years:
- Not expected to pay off within 5 years:

Annual Debt payments: Current:

Anticipated in 5 years:

Other projects the water system anticipates in the next 5 years that may require a loan:

The Vermont Bond Bank may require additional information for financial capacity review and underwriting, and/or may use information from other pending DWSRF loan applications.

Email completed application and the following attachments to: anr.dwsrfinvloan@vermont.gov

Amy Galford, DWSRF Program Lead, 802-585-4904

- This loan application, all fields completed and all signatures completed.
- Contract or Engineering Services Agreement (ESA) that matches the info above. We recommend submitting a draft for DEC staff review with this loan application or earlier prior to signing the contract.