

Agenda  
Warren Selectboard  
February 10, 2026  
Warren Municipal Building  
Zoom (link below) or in-person  
**Please Note: All times are approximate**

6:30 PM – Public Comment

6:35 PM – Agenda Changes

6:40 PM – Mad River Valley Recreation District – Board Member Appointment

6:50 PM – Treasurer Appointment

7:00 PM – Janet Dandridge

7:20 PM – 4<sup>th</sup> of July Discussion

7:45 PM - Capital Budget Discussion

8:10 PM – Other Business

- Bond Anticipation Note Signatures
- Sullivan & Powers Audit Engagement Letter
- Wiemann Lamphere Engagement Letter for Muni Building Space Planning

8:25 PM – Signatures

- Approval of Minutes
- Approval of Accounts Payable and Payroll Warrants
- Approval of Liquor/Tobacco License (if needed)

8:35 PM – Adjourn

Zoom info:

<https://us06web.zoom.us/j/87541210058?pwd=dHFncHFzNWdQK2I3VXRWVVRscjM4Zz09>

**Meeting ID: 875 4121 0058**

**Passcode: 845301**

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janet e. dandridge

November 8, 2025

To: Warren Select Board and Town Hall Administration

Re: Proposal for Warren Town Hall, 2<sup>nd</sup> floor

## **PROPOSAL TO UTILIZE SECOND FLOOR OF WARREN TOWN HALL**

Although there are a good number of arts-centered businesses, the full spectrum of arts and arts happenings are wholly underrepresented in the Mad River Valley. Thereby creating numerous obstacles for independent contemporary artists (performance artists, photo-makers, social practice artists, etc.) to thrive and sustain a livelihood in the MRV. One of those major obstacles is the lack of space – especially affordable space – for artists to work. Artists need space to do their work, to study, to perfect their practice, to make art. I propose that the Warren Town Hall, 2<sup>nd</sup> floor, become that much needed space for Warren artists to thrive.

In summer 2023, I found a studio space in Johnson, Vermont at the Vermont Arts Center (VAC). I began working in my studio in June, but the damage from the 2023 Vermont floods pushed VAC to terminate studio leases with numerous artists. I was one of those artists who lost their space. Since then, I've been looking for affordable space closer to home. After searching for a while, I realized that an alternative option, albeit not ideal, would be to utilize a free space where I pack-in and pack-out my materials. I thought about the 2<sup>nd</sup> floor above the library in Warren's Town Hall. The space seems to be underused, there is access to a lift, restroom; plenty of light and it has high ceilings.

Currently I'm working on artworks for upcoming exhibitions that commence in Spring 2026. Below, I have outlined details for my use of the Warren Town Hall 2<sup>nd</sup> floor:

- Using the space as soon as possible through July 2026
- Using the space during Warren Library operating hours
- Having no set schedule to ensure availability of space if someone wants to rent it
- Pack in/out unless an arrangement can be made to leave my materials (materials such as paper and fabric products, non-toxic adhesives and hand tools such as shears)
- Space used free of charge



## FOOD FOR THOUGHT

In thinking further about how the full spectrum of the Arts are underrepresented in Warren, there is potential to establish a Warren Artist Residency using the 2<sup>nd</sup> floor as an artist studio for specific periods of time throughout the year. Due to the nature of how artists and the Arts in the United States are undervalued, artist careers can be extremely precarious. One way in which an artist's community can help shift this narrative is by offering free space with no requirement for financial or performative return.

As an idea, the Warren Select Board and Warren Arts Council can offer the 2<sup>nd</sup> floor to Warren, Fayston, Waitsfield, and Moretown artists who do not have studio space nor the budget to accommodate unaffordable rental prices. With your support, we could examine the Fellowship model – different from a Residency – of Knoll Farm to understand how an Artist Residency can function in Warren. There is also the potential for philanthropic collaboration with local corporations such as the Mad River Green Shopping Center (owners Ryan and Joseph McGuane) to function as sponsors of the Warren Artist Residency. Although artist residencies and fellowships overlap in how they impact artists, one of the main differences between a Fellowship and Residency is that fellowships often provide living accommodations and a requirement to give something back in return to the offering entity, whereas residencies provide artists free range to create work without having to consider additional work to give the offering entity.

Rather, the return is seen in the following ways:

- Better mental health for artists
- Artists use their income for costly essentials such as shelter, food and transportation
- Expanding the types of art that are supported and created in the MRV
- Artists exhibiting their work or having Artist Talks in Warren, bringing visitors into town who may not have considered visiting otherwise

Thank you for reading my proposal and food-for-thought. Please let me know if you have any questions and/or concerns. Contact me via [janet@janetedandridge.com](mailto:janet@janetedandridge.com) or by texting 213.784.8707.

Looking forward,  
janet e. dandridge

<https://campsite.bio/janetedandridge>



**Addendum – February 4, 2026**

## **BARTER AGREEMENT BETWEEN SELECT BOARD AND ARTIST FOR USAGE OF WARREN TOWN HALL 2ND FLOOR**

The Open Studio format is utilized to promote engagement in the Arts, visibility of an artist, and art education. Open Studio provides the MRV community an opportunity to learn about the process and creation of contemporary artwork. Janet, 'Artist,' offers Open Studio to the community in exchange for space to create her artworks. Janet proposes the following terms as a barter for her usage of the Warren Town Hall 2nd floor. The barter would begin immediately and end August 1, 2026:

- Artist offers Open Studio to community members, age 7 and up (all minors – age 7-17 – must be accompanied by a parent and/or guardian). Community members will learn about artmaking in a contemporary context by having informal relaxed conversations with the Artist while the Artist works. This is especially beneficial due to the limited opportunities for arts education in primary and secondary schools, as well as expansive artmaking activities for adults in Warren, VT and surrounding towns.
- Open Studio hours would run at specific times on certain Saturdays that the Artist is working. Open Studios would be a minimum of 1 hour and a maximum of 3 hours. The Artist determines the specific time and timeframes. Other days on which the Artist utilizes the 2nd floor are not Open Studio. Those non-Open Studio days and times include any other day besides Saturday when the Warren Library is open.
- Artist materials will remain on 2<sup>nd</sup> floor, placed in an area that does not obstruct traffic and/or usage of space. If there is an event taking place, Artist will place materials in the 2<sup>nd</sup> floor closet or remove them until the event is completed. Materials include items such as fabric, glue, wood boards, and paper.
- At the culmination of the Artist's usage of the 2nd floor, select artwork(s) will be available for view on the 2<sup>nd</sup> floor in connection with an Artist Talk offered to MRV community members and the entire Vermont community. Artist Talk date and time is dependent on the artist's schedule. The Artist Talk will be promoted by the Artist via social media; and Selectboard via [warrenvt.org](http://warrenvt.org) under appropriate categories including Calendar and News & Notices.

\*Please note that I'm using the term 'Artist' and writing in 3<sup>rd</sup> person throughout the addendum because I envision this being the beginning of an arts exchange that will benefit other MRV artists in the future.

	<b>2024 Actual</b>	<b>2025 Budget</b>	<b>2025 Actual</b>	<b>2026 Budget</b>	<b>Account Balance 12/31/25</b>	<b>Budget % Increase</b>
<b>CAPITAL BUDGET:</b>						
Highway Department Equipment	281,079	280,000	181,029	280,000	537,063	-
Fire Department Equipment	26,855	150,000	182,758	150,000	393,699	-
A. Town Reappraisal	95,750	81,000	148,500	-	504,829	-
B. Town Mapping	-	-	21,988	-	19,469	-
Conservation Fund	10,000	20,000	57,000	20,000	243,264	-
Bridge Repairs	-	25,000		195,000	516,380	87%
Road Paving	380,005	240,000	378,631	440,000	467,738	45%
Fire Protection/Stand Pipe	630	12,500	-	15,000	111,153	17%
Fire Dept. Training & Personal Equipment	23,122	30,000	18,441	40,000	96,950	25%
Library Building Improvement Fund	-	5,000	-	5,000	82,503	-
Town Building Renovations	1,796	60,000	12,191	60,000	212,329	-
Town Improvements	45,687	125,000	177,686	200,000	110,597	38%
Town Planning & Development	4,000	55,000	57,721	-	311,670	-
Warren Wastewater	-	11,000	-	11,000	27,243	-
Warren Cemetery	14,087	15,000	4,525	15,000	24,914	-
Blueberry Dam & Covered Bridge	10,785	25,000	-	-	133,191	-
Public Safety Major Equip	2,274	2,000	-	2,000	2,000	-
<b>Total Capital Budget</b>	<b>896,071</b>	<b>1,136,500</b>	<b>1,240,470</b>	<b>1,433,000</b>	<b>3,794,992</b>	<b>21%</b>
<b>Total Town Gross Expenditures</b>	<b>3,637,376</b>	<b>4,820,059</b>	<b>3,294,786</b>	<b>5,411,053</b>	10.92%	
<b>Total Revenue not including Taxes</b>	<b>512,793</b>	<b>343,843</b>	<b>441,106</b>	<b>408,684</b>	15.87%	
<b>NET TOWN EXPENDITURES</b>	<b>3,124,583</b>	<b>4,476,216</b>	<b>2,853,680</b>	<b>5,002,369</b>	10.52%	
<b>Total wages</b>	<b>934,513</b>	<b>982,108</b>	<b>955,149</b>	<b>1,086,919</b>	9.64%	

Loan: 406138909  
Date: February 11, 2026

**NORTHFIELD SAVINGS BANK  
TOWN OF WARREN SELECT BOARD  
Bond Anticipation Note**

The Town of Warren, Vermont for value received, promises to pay in lawful money of the United States to bearer

**\*\*\* (\$150,000.00 One Hundred Fifty Thousand and 00/100) Dollars \*\*\***

Upon presentation and surrender hereof, on the 11th day of February, 2026, with interest meanwhile at the rate of 4.25% per annum, calculated on an actual/360 day basis payable at maturity at Northfield Savings Bank, PO Box 7180, Barre, VT 05641. **All interest accrued and outstanding principal will be due at maturity on February 11, 2027.**

**Line of Credit to cover engineering and architectural costs while awaiting receipt of a Bond Payout.**

Payment of this note, and the others of this series, may be accelerated by the holder thereof, and the rate of interest specified herein may be adjusted, as provided in Section (5) of the authorizing resolution of the Town of Warren Select Board duly adopted on February 11, 2026, the terms of which are incorporated herein by reference thereto. Payment of interest, as adjusted, shall be an obligation of the Town surviving payment of the principal amount of this note and the stated interest hereon.

This note is issued:

For money borrowed in anticipation of the issuance of one or more bonds by the Town of Warren in order to fund the following expenses: Engineering and architectural costs.

Execution and delivery of this note, and the others of this series, are authorized by the affirmative vote and resolution duly adopted by the Town of Warren Select Board at a meeting thereof duly noticed, called and held on February 10, 2026. It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this note have been done, have happened, and have been performed in regular and due form as required by law, and that the full faith and credit of the said Town of Warren are hereby irrevocably pledged for payment of this note.

This note shall not be valid unless certified hereon by Northfield Savings Bank.

Loan: 406138909  
Date: February 11, 2026

**NORTHFIELD SAVINGS BANK  
TOWN OF WARREN SELECT BOARD  
RESOLUTION**

**Bond Anticipation Borrowing**

WHEREAS, the Town of Warren Select Board is authorized and empowered to borrow money on the credit of the Town of Warren in anticipation of the issuance of one or more bonds for the purpose of paying the following expenses: **Line of Credit to cover engineering and architectural costs while awaiting receipt of a Bond Payout.;**

WHEREAS, current funds are not available to pay in full said expenses, and it is necessary for the Select Board of the Town of Warren to borrow money on the credit of the Town in anticipation of the issuance of one or more bonds that will fund said expenses;

WHEREAS, in order to have funds available to meet such expenses as aforesaid, the Select Board has negotiated a temporary loan with Northfield Savings Bank for \$150,000.00 to be evidenced by a promissory note as hereinafter set forth, which note does not refund and replace previously issued notes;

THEREFORE, BE IT RESOLVED that the Select Board and Treasurer proceed forthwith to complete said transaction and issue evidence of indebtedness to cover the same; and

BE IT FURTHER RESOLVED that said evidence of debt when issued and delivered pursuant to these Resolutions shall be a valid and binding general obligation of the Town of Warren payable according to the terms and tenor thereof; and

BE IT FURTHER RESOLVED that all acts and things theretofore done by the lawfully constituted officers of the Town of Warren and its Select Board in, about, or concerning the expenditure of proceeds of the notes are hereby ratified and confirmed.

We, the undersigned Select Board and Treasurer, hereby certify that we as such officers have signed Bond Anticipation Note numbered 406138909 dated February 11, 2026 of the following denomination and maturity in the form hereto attached and made a part hereof;

<b>NUMBER</b>	<b>INTEREST</b>	<b>DENOMINATION</b>	<b>MATURITY</b>
<b>406138909</b>	<b>4.25%</b>	<b>\$150,000.00</b>	<b>February 11, 2027</b>

We, the undersigned hereby certify that the above-described note is issued under and pursuant to the above Resolutions adopted at a duly noticed and warned meeting of the Select Board of the Town of Warren held February 10, 2026.

We the said Select Board and Treasurer hereby certify that we are duly chosen, qualified and acting officers as undersigned, that the note is issued pursuant to authority, that no proceeding relating thereto has been taken other than as shown in the foregoing recitals, that no such authority of action has been amended or repealed and that there is no litigation threatened or pending in any state of federal court of competent jurisdiction seeking to enjoin either the issuance of the above-described note or the expenditures being financed by the proceeds of the same.

We further certify that no litigation is pending or threatened affecting the validity of the note or the issuance of the bond or bonds that will be used to pay the same when due, that neither the corporate existence nor the boundaries of the Town of Warren nor the title of any of us to our respective offices, is being questioned or contested.

We further certify to and covenant with Northfield Savings Bank, its successors and assigns, including specifically and transferees, assignees, holders and owners of the above-described note, that:

(1) No proceeds of the note, including investment proceeds thereof, will be used directly or indirectly in any trade or business carried on by any person other than the Town, nor used to make or finance loans to any person.

(2) The Town will file when and as required with the Treasury Department or the Internal Revenue Service information returns relating to the issuance of the note and all other obligations of the Town.

(3) The Town will comply with, perform, maintain and keep each and every covenant, representation, certification and undertaking in the accompanying No-Arbitrage Certificate, execution and delivery of which is hereby authorized.

(4) During the current calendar year, the Town will not issue debt of any sort aggregating \$5,000,000 or more.

(5) The interest charged to and payable by the Town under the note shall be increased by 5.00% and recalculated to the date of issued and paid to the holder thereof in any one of the following events:

(a) It shall be determined that the interest paid under said note, or any part thereof is included in the gross income of the holder thereof for federal income tax purposes.

(b) There shall be any breach by the Town of any covenant set forth in paragraphs (1)-(4) hereof.

Loan: 406138909

Date: February 11, 2026

**NORTHFIELD SAVINGS BANK  
TOWN OF WARREN SELECT BOARD  
No-Arbitrage and Use of Proceeds Certificate**

**Bond Anticipation Borrowing**

We, the Treasurer and at least a majority of the Town of Warren Select Board, Vermont (the "Issuer") hereby certify and represent as follows with respect to the \$150,000.00 Bond Anticipation Note Numbered 406138909 of the Issuer (the "Note"), which Note is dated February 11, 2026, payable as therein set forth:

- (1) The Issuer is issuing and delivering the Note with the delivery of the Certificate.
- (2) We are the officers of the Issuer charged by law with the responsibility for issuing the Note.
- (3) The Note is being issued in anticipation of the issuance of one or more bonds by the Issuer that will be used to provide funds for the following expenditure(s) of the Issuer: **Line of Credit to cover engineering and architectural costs while awaiting receipt of a Bond Payout.**
- (4) The entire amount borrowed by the issuance of the Note, together with all such amounts, if any, previously raised or borrowed for the same purpose does not exceed the total approved budget expenditures of the Issuer, and all of the proceeds of the Note have been or are expected to be needed and expended for such approved expenses of the Issuer within twelve (12) months from the date of the first borrowing for these expenses.
- (5) The Issuer expects that payments of the expenses financed by the Note will proceed hereafter with due diligence and in accordance with the planned schedule of expenditures.
- (6) The Note is not being issued to refund notes previously issued for the purpose described in paragraph (4).
- (7) The Issuer does not expect that any real or personal property, if any, that the Issuer acquires with the proceeds of the Note will be sold or otherwise disposed of for consideration prior to the complete repayment of all principal and interest outstanding under the Note.
- (8) The Issuer expects that any earnings or net profit derived from investment or deposit of the proceeds of the Note, including transferred proceeds, and accrued interest received upon sale of the Note, and premium received on the delivery thereof, will be expended only for governmental purposes within the period stated in paragraph (4) above.
- (9) The Issuer has not created and does not expect to create or establish any debt service funds, bond payment reserve sinking fund, or other similar fund pledged to the payment of the Note or from which it is expected that payment of the Note would be made.
- (10) To the best of our knowledge, information and belief, all of the above expectations are reasonable.
- (11) The Issuer has not been notified of any action by the Commissioner of Internal Revenue to disqualify it as an issuer whose arbitrage certificates may be relied upon.
- (12) No part of the proceeds derived from the issuance and sale of the Note, nor the expenditures financed by the proceeds of the Note, shall be:
  - (a) Used, loaned or otherwise made available to any person or other entity, other than the Issuer or another governmental unit (as used herein, the term "governmental unit" does not include the federal government of the United States or any agency or instrumentality thereof), so as to cause the Note to be classified as a private activity bond, as that term is defined under the United States Internal Revenue Code of 1986, as amended (the "Code");
  - (b) Used directly or indirectly in a trade or business by any person other than the Issuer or another governmental unit so as to cause the Note to be classified as a private activity bond under the Code;
  - (c) Loaned to any person directly or indirectly other than the Issuer;
  - (d) The subject of any contract, lease or agreement of any sort having a term of one year or more and calling for the payment by the Issuer of consideration other than a flat fee;
  - (e) Expended to finance the construction, alteration or renovation or any improvement the use, occupancy, availability or beneficial enjoyment of which shall be restricted among public users thereof for which preferential, different or unique fees, rates, assessments or charges shall be levied;
  - (f) Invested in such a manner or for such a period or at a yield to result in the rebate of interest earnings thereon to the United States under any public law now or hereafter in effect.
- (13) The Issuer shall create and maintain records and books of account with respect to the Note and the expenditures financed by the proceeds thereof.

- (14) The Issuer shall furnish to the United States, or any agency, department or instrumentality thereof, in a timely fashion, such information as may be required by law with respect to all evidences of debt now or hereafter issued by the Issuer.
- (15) Neither the proceeds of the Note, nor any earnings derived from the investment thereof, shall be expended for the purpose of paying any costs associated with the issuance of the Note.
- (16) The Note will not be refunded or otherwise paid, defeased or secured by the proceeds of any form of debt issued by the Issuer, unless the manner of such payment, refund or security does not cause the Note to be considered a private activity bond under the Code or otherwise cause the interest paid under the Note to fail to qualify for exclusion under Section 103(a) of the Code.
- (17) The proceeds of the Note shall not be invested for a period or at a yield so as to render the interest payable on the Note includable in the gross income of the holder(s) thereof.
- (18) The proceeds of the Note will not be used in a manner that will cause the Note to be an arbitrage bond or a private activity bond within the meaning of Sections 103 (b), 141 and 148(a) of the Code and Regulations promulgated thereunder.

This certificate is executed and is being delivered pursuant to Section 1.148-2 of the Treasury Regulations and Sections 103(b) and 148(a) of the Code.



# Sullivan, Powers & Co., P.C.

Certified Public Accountants

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Montpelier, VT 05601  
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Richard J. Brigham, CPA  
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VT Lic. #92-000180

December 15, 2025

Selectboard  
Town of Warren, Vermont  
PO Box 337  
Warren, Vermont 05674

This letter is to confirm our understanding of the terms and objectives of our engagement.

## AUDIT SCOPE AND OBJECTIVES

We will audit the modified cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Warren, Vermont as of and for the year ended December 31, 2025.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Statement of Cash Disbursements – Budget and Actual – General Fund.
2. Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Governmental Funds.
3. Combining Schedule of Revenues, Expenditures, and Changes in Modified Cash Basis Fund Balances – Non-Major Governmental Funds.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

#### AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Warren, Vermont and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representation from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning.

- . Management override of controls.

Our audit of the financial statements does not relieve you of your responsibilities.

#### AUDIT PROCEDURES – INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

## AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the government's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to "Government Auditing Standards".

## OTHER SERVICES

We will also assist in preparing the financial statements and related notes of the Town of Warren, Vermont in conformity with the modified cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the modified cash basis of accounting and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, and other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Sullivan, Powers & Company, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

### REPORTING

We will issue a written report upon completion of our audit of the Town of Warren, Vermont's financial statements. Our report will be addressed to the Selectboard. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by "Government Auditing Standards". The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Warren, Vermont's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with "Government Auditing Standards" in considering the Town of Warren, Vermont's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Warren, Vermont is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in "Government Auditing Standards" may not satisfy the relevant legal, regulatory, or contractual requirements.

#### AUDIT ADMINISTRATION

Richard Brigham, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We will provide copies of our reports to Town of Warren, Vermont; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations as requested on a timely basis. Some of our audit procedures may be performed remotely. As a result, your employees will need to send any requested information to us electronically through secure sites and/or allow us to view it utilizing available videoconferencing technology. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do and hinder our ability to complete the engagement within the established deadlines and result in an increase in our fees over our original fee estimate.

The audit documentation for this engagement is our property and constitutes confidential information. However, subject to applicable laws or regulations, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform us before entering into any substantive employment discussions with any of our personnel.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

#### FEE ARRANGEMENTS

Based on our knowledge of your programs and accounting system and the current regulations and guidelines, we have determined that the audit services can be performed for a fee of \$26,000 provided that the books are closed and reconciled and our to do list is completed prior to our commencing fieldwork.

Our fee for any other accounting services we provide will be based on the time of the individuals performing the services at our standard hourly rates plus out-of-pocket expenses.

Our procedure is to bill on a progress basis for work performed to date. Invoices are payable upon receipt. A finance charge of one percent (1%) per month will be charged on balances over thirty (30) days.

GENERAL CONDITIONS

We are prepared to commence work as soon as formally engaged. A draft of the audit report will be submitted for your review prior to its issuance. We will issue the final reports within one (1) week of your approval of the draft report.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

If the terms are acceptable to you and the services are in accordance with your requirements, please sign in the space provided and return an executed copy of this letter to us.

Respectfully submitted,

*Sullivan, Powers & Co.*

SULLIVAN, POWERS & CO.  
Certified Public Accountants

We understand that the purpose of this letter is to clarify the services to be performed by you and the fee arrangements. We hereby confirm to you that we agree to the contents of this letter.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**AGREEMENT FOR PROFESSIONAL SERVICES**

**Architect:** Wiemann Lamphere Architects  
Attn: Steven M. Roy  
38 Eastwood Drive Suite 301  
South Burlington, VT 05403

**Client:** Town of Warren  
Attn: Rebecca Campbell  
42 Cemetery Rd  
Warren, VT 05674

**Project Name:** Warren Town Office – space planning  
**Location:** 42 Cemetery Rd, Warren, VT  
**Number:** 2026011

**Date:** February 2, 2026

**PROJECT DESCRIPTION**

The Town is seeking to reorganize how staff is allocated within the municipal building. Anticipated scope of work is as follows:

1. Visit site, Matterport scan, and discussion about challenges of existing layout. (4 hours)
2. Utilize Matterport scan to develop a Revit model for existing floor plan creation. (28 hours)
3. Study various options for reorganizing the existing space (trying to limit construction work)  
Create sheets of each option with some descriptors and notes/suggestions. (54 hours)
4. Review options together to determine what resonates. (4 hours)
5. Make adjustments to a preferred version and issue a final plan. (8 hours)

**EXCLUSIONS**

Scope does not include any work beyond conceptual planning within the existing building. There is no engineering, construction documents etc. as part of this study.

**SCHEDULE**

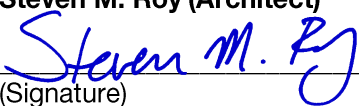
WLA has performed step 1 within our initial visit. Steps 2-6 can begin upon approval of this agreement. We anticipate the work taking 3-4 weeks to complete.

**Deliverables:** All documentation will be provided in PDF format. Large format prints will be provided for team meetings if necessary.

<b>Architectural Fee:</b>	<b>\$14,210.00</b>
<b>Estimated Reimbursable Expenses:</b>	<b>\$300.00</b>

**Additional Services:** Additional services shall be invoiced at the current rate schedule and will be requested prior to proceeding. Instances subject to additional services may include changes in original scope.

**Proposal Acceptance:** In effect for 30 days.

Sincerely,  
**Steven M. Roy (Architect)**  
  
 (Signature)  
**Steven M. Roy, Vice President**  
**Wiemann Lamphere Architects, Inc.**

**Accepted by (Client)**  
 \_\_\_\_\_  
 (Signature)  
**Rebecca Campbell, Town Administrator**  
**Town of Warren**



**GENERAL TERMS AND CONDITIONS**

Wiemann Lamphere Architects (WLA) shall perform the services outlined in this agreement for the stated fee arrangement.

**Access to Site:** Unless otherwise stated, WLA will have access to the site for activities necessary for the performance of the services. WLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of cutting openings for investigation purposes or restoring said openings. Any additional cost in this regard will require written approval of the Client.

**Additional Services:** Additional services shall be invoiced at the current rate schedule and will be requested prior to proceeding. Instances subject to additional services may include changes in original scope.

**2026 Rate Schedule:**

Principal	\$170.00 / hour	Design Staff II	\$125.00 / hour
Design Director	\$170.00 / hour	Design Staff I	\$115.00 / hour
Senior Project Manager	\$150.00 / hour	Clerical	\$75.00 / hour
Interior Design Manager	\$145.00 / hour	Consultants	@ cost + 10%
Project Manager	\$140.00 / hour	Reimbursable Expenses	@ cost + 10%

**Billings/Payments:** Invoices for WLA's services shall be submitted at WLA's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, WLA may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (19.0% true annual rate), at the sole election of WLA. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and WLA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WLA and WLA's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of WLA and WLA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$250,000, or WLA's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Permit/Agency Approval:** When permits or public agency reviews may be associated with the Project, WLA makes no assurances that permits or reviews will be approved.

**Standard of Care:** WLA will serve as the professional representative of the Client as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the Client in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendation, opinions, and decisions by WLA are made on the basis of WLA's experience, qualifications and professional judgment. Accordingly, WLA does not warrant or represent that bid or negotiated prices will not vary from the Client's budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WLA. WLA makes no warranty or guarantee, express or implied, regarding the services or work to be provided under the Proposal or any related Agreement.

**Opinion of Cost:** WLA has no control over the costs or price of labor, equipment or materials, or over a contractor's method of pricing. The Client understands that any such opinions of cost provided by WLA are made based on experience and may not accurately compare with bid or actual costs. If more accurate figures are desired, the Client agrees to engage the services of a Professional Cost Estimator.

**Job Site Safety:** Neither the professional activities of WLA, nor the presence of WLA or its employees and subconsultants at a construction/project site, shall impose any duty on WLA, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Project in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor



shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the Contractor.

**Asbestos/Hazardous Materials:** WLA has no responsibility to identify and report the presence of asbestos or other hazardous materials and no related services are included in this Agreement.

**Changes:** The Client may make changes within the general scope of work under this Agreement by written notice. If WLA wishes to claim that it is entitled to an adjustment in the schedule or compensation under this Agreement, WLA shall give the Client written notice thereof within ten (10) days after the first occurrence of the event giving rise to such claim. This notice shall be given by WLA before proceeding with any services with respect to such claim, and shall be a condition precedent to recovery for any such claim. WLA shall proceed with performance of the work as so changed, notwithstanding any dispute regarding any adjustment.

**Delay:** If WLA is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond WLA's control, or by any cause which WLA may determine justifies the delay, then the time of performance shall be extended for such reasonable time as WLA may determine.

**Notice:** All notices required or permitted to be given under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) mailed certified or registered mail, return receipt requested; (iii) sent by email transmission; (iv) sent by facsimile transmission; or (v) sent by Federal Express or other professional carrier to the parties at their addresses described above. Except as expressly set forth herein, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided that notice sent by email or facsimile shall only be deemed received when both (x) the sender has electronic confirmation that it was sent to all parties (and has retained a printed confirmation of the delivery to the applicable fax number or email address) and (y) at least one addressee entitled to notice for the applicable party has acknowledged receipt of the transmission.

**Certifications, Guarantees and Warranties:** WLA shall not be required to sign any documents, no matter by whom requested, that would result in WLA's having to certify, guarantee or warrant the existence of conditions whose existence WLA cannot ascertain. The Client also agrees not to make resolution of any dispute with WLA or payment of any amount due to WLA in any way contingent upon WLA's signing any such certification.

**Termination of Services:** If the Client fails to make payments to WLA in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at WLA's option, cause for suspension of performance of services under this Agreement. If WLA elects to suspend such services, it shall give seven (7) days' advanced written notice to the Client before suspending services. In the event of a suspension of services, WLA shall have no liability to the Client for delay or damage caused to the Client because of suspension of services. Before resuming services, WLA shall be paid all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of services, and WLA's fees for remaining services and the time schedules for remaining services shall be equitably adjusted. Client may terminate this Agreement upon not less than seven (7) days' written notice to WLA for the Client's convenience and without cause. In the event of Client's termination and provided that such termination is not the fault of WLA, WLA shall be compensated for services performed prior to the Client's termination, together with reimbursable expenses then due. Neither WLA nor the Client shall be entitled to termination expenses in the event of either party's termination of this Agreement.

**Ownership of Documents:** The Client acknowledges WLA's construction documents, including electronic files, as the work papers of WLA and WLA's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to WLA, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of WLA. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless WLA, its officers, directors, employees and subconsultants (collectively, WLA) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of WLA. Any misuse, reuse or alteration of these documents will be at the sole risk of the Client.

**Claims and Disputes:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and WLA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and WLA further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.



**Third Party Liability:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WLA. WLA's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WLA because of this Agreement or WLA's performance of services hereunder.

**Waiver of Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor WLA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and WLA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Use of Project Photos:** WLA shall have the right to use photographic or artistic representations of the Project for promotional and professional purposes. WLA shall endeavor to exclude confidential or proprietary information. WLA recommends that the Client advises WLA in writing of the specific information considered to be confidential or proprietary.

**Certifications:** If WLA is requested by the Client to execute certificates, the proposed language shall be submitted to WLA for review at least fourteen (14) days prior to the requested dates of execution. WLA shall not be required to execute certificates that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**Verbal Acceptance of Agreement:** This Agreement's Terms and Conditions have been established to allocate certain risks between the Client and WLA. For purposes of convenience, the Client may choose to accept this Agreement verbally or with a written emailed Notice to Proceed to initiate services. In this event, the Client specifically agrees that verbal acceptance or written or emailed notice to proceed shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Unilateral modification of this Agreement subsequent to WLA's initiation of services is expressly prohibited. All preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement and WLA's involvement in the Project.

To the extent they are inconsistent or contradictory, express terms of the Proposal take precedence over these General Terms and Conditions.

(END OF DOCUMENT)